

**INTERMOUNTAIN POWER AGENCY**

**STANADARD GENERATOR  
INTERCONNECTION PROCEDURES (GIP)**

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## Section 1. Definitions

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

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

**Affected System** shall mean an electric system other than 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.

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

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

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC or its successor, as the Applicable Reliability Council, and the Balancing Authority Area of the Transmission System to which the Generating Facility is directly interconnected.

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

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

**Base Case** shall mean the base case power flow, short circuit, and stability data 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 an GIA.

**Breaching Party** shall mean a Party that is in Breach of the provisions of an GIA.

**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 Area** shall mean the areas of IPA's Transmission System that are included together in a Cluster, as described further in Section 7.4 of this GIP.

**Cluster Request Window** shall have the meaning set forth in Section 4.2.1 of this GIP.

**Cluster Re-Study** shall mean a re-study of a Cluster Study conducted pursuant to Section 7.4 of this GIP.

**Cluster Re-Study Report** shall mean the report issued followed completion of a Cluster Re-Study pursuant to Section 7.4 of this GIP.

**Cluster Re-Study Meeting** shall mean the meeting held to discuss the results of a Cluster Re-Study pursuant to Section 7.4 of this GIP.

**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 this GIP.

**Cluster Study Agreement** shall mean the form of agreement contained in Appendix 3 to the Standard Generator Interconnection Procedures for conducting the Cluster Study.

**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Section 7.4 of this GIP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Section 7.4 of this GIP.

**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.

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

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

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as

confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

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

**Customer Engagement Window** shall have the meaning set forth in Section 7.2 of this GIP.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the GIA.

**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.

**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 nondiscriminatory 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, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request interconnecting to IPA's Transmission System, 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.

**Generator Interconnection Agreement ("GIA")** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility.

**Generator Interconnection Procedures ("GIP")** shall mean these interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility.

**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.

**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** has the meaning set forth in the introductory paragraph of this Agreement.

**Interconnection Customer's Interconnection Facilities or "ICIF"** 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 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 for the purposes of IPA's Cluster Study process conducted pursuant to Section 7 of this GIP.

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

**Interconnection Study** shall mean any of the following studies: the Cluster Study, the Cluster re-study, the Surplus Interconnection Service System Impact Study, and the Interconnection Facilities Study described in this GIP.

**Intermountain Power Agency (“IPA”)** shall mean the political subdivision of the state of Utah (or its designated agent) that owns, controls, or operates the IPP, including transmission facilities used for the transmission of electricity in interstate commerce.

**Intermountain Power Project (“IPP”)** shall mean the Intermountain Power Project owned by IPA consisting of, among other things, (i) generating facilities and a switchyard located near Lynndyl, in Millard County, Utah, (ii) a  $\pm 500$ -kV direct current transmission line approximately 490 miles in length from and including the Intermountain converter station (an alternating current/direct current converter station adjacent to the IPA Switchyard) to and including a corresponding converter station at Adelanto, California (collectively the “Southern Transmission System”), (iii) two 50 mile 345-kV alternating current transmission lines from the IPA Switchyard to the Mona switchyard in the vicinity of Mona, Utah, and a 144 mile 230-kV alternating current transmission line from the IPA Switchyard to the Gonder Switchyard near Ely, Nevada (collectively, the “Northern Transmission System”). The operation and maintenance of the IPP is managed for IPA by LADWP.

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

**IPP Agreements** shall mean the Power Sales Contracts between IPA and the purchasers of the electric capacity and energy and the transmission capacity of IPA’s Intermountain Power Project, the IPP Renewal Power Sales Contracts, and the Construction Management and Operating Agreement (CMOA) between IPA and the Operating Agent relating to IPA’s Intermountain Power Project.

**IRS** shall mean the Internal Revenue Service.

**Joint Operating Committee** shall be a group made up of representatives from Interconnection Customers 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 non-performance 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 have the meaning ascribed in Section 13.5 of this GIP.

**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.

**Permissible Technological Advancement** shall mean a change to the Generating Facilities of the Interconnection Customer’s Interconnection Request that: (1) results in the inclusion of technologies that achieve cost and/or grid performance efficiencies; (2) results in electrical performance equal to or better than the electrical performance expected prior to the technology change; (3) would not trigger a Material Modification, as defined in this GIP; and (4) would not cause any reliability concerns relative to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response. Permissible technological advancements may include advancements to turbines, inverters, plant supervisory controls, or other technological advancements that may enhance a generating facility’s ability to provide ancillary services, but do not include changes in generation technology or fuel type (including the energy source behind an inverter).

**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.

**Preliminary Plan of Development ("PPOD")** shall mean the plan required to be submitted to the Bureau of Land Management, if any, to obtain necessary permits or Right-of-Way grants as may be required for the construction of the Generating Facility and Interconnection Customer Interconnection Facilities, which are to be sited, all or partially, on Bureau of Land Management-managed lands.

**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 that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional 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 that Interconnection Customer satisfies all of the requirements of Sections 3, 4, and 7 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 this GIP or the GIA, 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. For purposes of lands managed by a governmental entity (such as Bureau of Land Management), a PPOD or equivalent government-issued documentation, shall be sufficient for demonstrating Site Control as to such government-managed land. 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** 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.

**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 these Generator Interconnection Procedures.

**Surplus Interconnection Service System Impact Study Agreement** shall mean the form of agreement contained in Appendix 5 of these 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 this GIP.

**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 Transmission System at the Point of Interconnection and may be a Party to the Generator Interconnection Agreement to the extent necessary.

**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.

**Transmission System** shall mean the facilities owned by IPA, and controlled or operated by the Operating Agent.

**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 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 this GIP.

## **Section 2. Scope and Application**

### **2.1 Application of Generator Interconnection Procedures**

Sections 2 through 13 apply to processing an Interconnection Request pertaining to a Generating Facility. Generating facilities interconnecting to an

Interconnection Customer's Interconnection Facilities which do not directly interconnect to the IPA Transmission System shall be studied by IPA pursuant to the procedures set forth in an IPA Business Practice.

## **2.2 Comparability.**

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

## **2.3 Base Case Data**

IPA shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on either its OASIS site or a password-protected website, subject to confidentiality provisions in GIP Section 13.1. In addition, IPA shall maintain network models and underlying assumptions on either its OASIS site or a password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent interconnection study and be representative of current system conditions. If IPA posts this information on a password-protected website, a link to the information must be provided on IPA's OASIS site. IPA is permitted to require the Interconnection Customers, OASIS site users, and password-protected website users sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the applicable authority.

## **2.4 No Applicability to Transmission Service**

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

## **2.5 EIM Requirements.**

The Interconnection Customer shall have a continuing duty to comply with Attachment O of the LADWP tariff, as applicable.

## **Section 3. Interconnection Requests**

### **3.1 Interconnection Requests**

An Interconnection Customer shall submit to IPA, during a Cluster Request Window, an Interconnection Request in the form of Appendix 1 to this GIP a non-

refundable application fee of \$25,000 and a refundable deposit of \$250,000. Pursuant to Section 4.2.2, IPA shall apply the deposit toward a Cluster Study into which Interconnection Customer is admitted including such Interconnection Customer's individual Facilities Study, and shall be used to process Interconnection Customer's request.

Interconnection Customer must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

At Interconnection Customer's option, IPA and Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point of Interconnection to be studied no later than the execution of the Cluster Study Agreement. For purposes of clustering Interconnection Service requests, IPA may make reasonable changes to the requested Point of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Points of Interconnection. IPA shall notify Interconnection Customers in writing of any intended changes to the requested Point of Interconnection and the Point of Interconnection shall only change upon mutual agreement.

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

## **3.2 Energy Resource Interconnection Service**

**3.2.1 The Product.** Energy Resource Interconnection Service allows Interconnection Customer to connect the Generating Facility to the IPA Transmission System and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission

System on an “as available” basis. Energy Resource Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or Point of Delivery. 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 under a transmission provider tariff. 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.

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

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

IPA must provide a process that allows an Interconnection Customer to utilize or transfer Surplus Interconnection Service at an existing Point of Interconnection. The original Interconnection Customer or one of its Affiliates shall have priority to utilize Surplus Interconnection Service. If the existing Interconnection Customer or one of its Affiliates does not exercise its priority, then that service may be made available to other potential Interconnection Customers.

#### **3.3.1 Surplus Interconnection Service Requests.**

Surplus Interconnection Service requests may be made by the existing Interconnection Customer whose Generating Facility is already interconnected or one of its Affiliates. Surplus Interconnection Service requests also may be made by another Interconnection Customer. IPA shall provide a process for evaluating Interconnection Requests for Surplus Interconnection Service. Studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses

shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original system impact study or Cluster Study is not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the request for Surplus Interconnection Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary.

All notifications and requests for Surplus Interconnection Service shall be submitted in accordance with IPA's Business Practice, posted on its OASIS, and shall be processed outside of the interconnection queue. In order to deem a request for Surplus Interconnection Service valid and complete, a deposit of \$25,000 must be received by IPA. After a request for Surplus Interconnection Service has been deemed valid and complete by IPA, IPA will notify the Interconnection Customer and schedule the Scoping Meeting within five (5) Business Days.

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

**3.3.2.1** Within five (5) Business Days following the Scoping Meeting, Interconnection Customer shall specify for inclusion in the attachment to the Interconnection System Impact Study Agreement its requested Point(s) of Interconnection. Within five (5) Business Days following IPA's receipt of such Point(s) of Interconnection, IPA shall tender to Interconnection Customer the Surplus Interconnection Service System Impact Study Agreement in the form of Appendix 5 of this GIP signed by IPA, which includes a good faith estimate of the estimated timeframe for completing the Surplus Interconnection Service System Impact Study. The Surplus Interconnection Service System Impact Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Surplus Interconnection Service System Impact Study.

**3.3.2.2** Interconnection Customer shall execute the Surplus Interconnection Service System Impact Study Agreement and deliver the executed Surplus Interconnection Service System Impact Study Agreement to IPA no later than thirty (30) Calendar Days after its receipt.

**3.3.2.3** As part of its Surplus Interconnection Service System Impact Study process, IPA will evaluate the original interconnection system impact study, if any, or applicable

Cluster Studies, to determine their suitability for use in the evaluation of the request for Surplus Interconnection Service. Inclusive of any Surplus Interconnection Service System Impact Study(ies) performed to evaluate the existing Interconnection Service and deemed suitable for use in the evaluation of the request for Surplus Interconnection Service, studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the existing Interconnection Service was not studied under off-peak conditions or such study was not deemed suitable, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If an existing interconnection system impact study or Cluster Study is not available or deemed suitable for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the request for Surplus Interconnection Service. The studies performed to evaluate a request for Surplus Interconnection Service will identify if any additional Interconnection Facilities and/or Network Upgrades are necessary. If any additional Network Upgrades are necessary, the Surplus Interconnection Request will be denied. Necessary control technologies will also be identified in the studies performed.

**3.3.2.4** IPA shall use Reasonable Efforts to complete the Surplus Interconnection Service System Impact Study within ninety (90) Calendar Days after the receipt of the Surplus Interconnection Service System Impact Study Agreement or notification to proceed, study payment, and technical data.

At the request of Interconnection Customer or at any time IPA determines that it will not meet the required time frame for completing the Surplus Interconnection Service System Impact Study, IPA shall notify Interconnection Customer as to the schedule status of the Surplus Interconnection Service System Impact Study. If IPA is unable to complete the Surplus Interconnection Service System Impact Study within the time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

**3.3.2.5** Within ten (10) Business Days of providing a Surplus Interconnection Service System Impact Study report to Interconnection Customer, IPA and Interconnection Customer shall meet to discuss the results of the Surplus Interconnection Service System Impact Study, unless otherwise mutually agreed upon by the Parties.

### **3.3.3 Surplus Interconnection Service Agreement.**

**3.3.3.1** Within thirty (30) Calendar Days after delivery of the Surplus Interconnection Service System Impact Study report, IPA shall tender a draft Surplus Interconnection Service Agreement to the original Interconnection Customer and the Surplus Interconnection Service Customer. The draft Surplus Interconnection Service Agreement shall be executed and returned within thirty (30) Calendar Days.

**3.3.3.2** IPA and Interconnection Customers shall negotiate concerning any disputed provisions of the appendices to the draft Surplus Interconnection Service Agreement for not more than sixty (60) Calendar Days after tender of the draft Surplus Interconnection Service Agreement. If any Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft Surplus Interconnection Service Agreement pursuant to Section 3.3.3.1 and initiate Dispute Resolution procedures pursuant to Section 13.5 of the GIP. Within sixty (60) Calendar Days of tender of draft Surplus Interconnection Service Agreement and unless otherwise agreed by the Parties, if Interconnection Customer has not executed the Surplus Interconnection Service Agreement or initiated Dispute Resolution procedures pursuant to Section 13.5 of the GIP, it shall be deemed to have withdrawn its Interconnection Request. IPA shall provide to Interconnection Customers a final Surplus Interconnection Service Agreement within fifteen (15) Business Days after the completion of the negotiation process.

## **3.4 Valid Interconnection Request**

### **3.4.1 Initiating an Interconnection Request**

An Interconnection Customer wishing to join a Cluster shall submit its Interconnection Request to IPA within, and no later than close of the

Cluster Request Window. To initiate an Interconnection Request, Interconnection Customer must submit all of the following:

- (i) applicable deposit amount, pursuant to Section 3.1;
- (ii) a completed application in the form of Appendix 1 (including applicable technical information);
- (iii) Site Control demonstration pursuant to Section 3.4.1(iii)(a) or (b) below;
  - a. Demonstration of actual Site Control. For demonstration of Site Control of Generating Facilities: Specifications for acceptable site size for the purposes of demonstrating Site Control are posted on IPA's OASIS website. Interconnection Customer may propose alternative specifications for site size to those posted on OASIS for IPA approval. In the event IPA and Interconnection Customer cannot reach agreement related to adequacy of site size, IPA will accept a Professional Engineer (licensed in the state of the Point of Interconnection) stamped site plan drawing that depicts the proposed generation arrangement and specifies the maximum facility output for that arrangement.
  - b. Posting of an additional deposit of \$10,000 in lieu of Site Control. Deposits paid pursuant to this Section 3.4.1(iii) shall be refunded to the Interconnection Customer upon Commercial Operation or upon withdrawal pursuant to Section 3.7, subject to applicable Withdrawal Penalties.
- (iv) Generating Facility size (MW) (and requested Interconnection Service amount if the requested Interconnection Service is less than the Generating Facility Capacity);
- (v) One of the following Readiness Milestone Options totaling the entire capacity of the Generating Facility (or requested Interconnection Service amount if the requested Interconnection Service is less than the Generating Facility Capacity).
  - a. Executed term sheet (or comparable evidence) related to a contract for sale of (i) the constructed

Generating Facility to a load-serving entity or to a commercial, industrial, or other large end-use customer, (ii) the Generating Facility's energy where the term of sale is not less than five (5) years, or (iii) the Generating Facility's ancillary services if the Generating Facility is an electric storage resource where the term of sale is not less than five (5) years;

- b. Executed contract binding upon the parties for sale of (i) the constructed Generating Facility to a load-serving entity or to a commercial, industrial, or other large end-use customer, (ii) the Generating Facility's energy where the term of sale is not less than five (5) years, or (iii) the Generating Facility's ancillary services if the Generating Facility is an electric storage resource where the term of sale is not less than five (5) years;
- c. Reasonable evidence that the Generating Facility has been selected in a Resource Plan or Resource Solicitation Process by or for a load-serving entity, is being developed by a load-serving entity, or is being developed for purposes of a sale to a commercial, industrial, or other large end-use customer;
- d. A refundable deposit of \$3,000 per MW of generating capacity proposed in the Interconnection Request; or
- e. Site specific Purchase Order for generating equipment specific to the Interconnection Request, or statement signed by an officer or authorized agent of the Interconnection Customer attesting that the Generating Facility included is to be supplied with turbines with a manufacturer's blanket purchase agreement to which Interconnection Customer is a party. This blanket purchase agreement shall be provided to IPA.

(vi) A Point of Interconnection.

Interconnection Customer shall promptly inform IPA of any material change to Interconnection Customer's demonstration of Site Control under Section 3.4.1(iii) or its satisfaction of a Readiness Milestone Option as selected under Section 3.4.1(v) or Section 8.1, as applicable.

Upon IPA determining separately that Interconnection Customer no longer satisfies Site Control or a Readiness Milestone Option, IPA shall give Interconnection Customer ten (10) Business Days to demonstrate satisfaction with the applicable requirement to IPA's satisfaction. Absent such demonstration, IPA will deem the subject Interconnection Request withdrawn.

The expected In-Service Date of the new Generating Facility or increase in capacity of the existing Generating Facility shall be no more than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for IPA's expansion planning period) not to exceed seven (7) years from the date the Interconnection Request is received by IPA, unless Interconnection Customer demonstrates that engineering, permitting and construction of the new Generating Facility or increase in capacity of the existing Generating Facility will take longer than the regional expansion planning period. The In-Service Date may succeed the date the Interconnection Request is received by IPA by a period up to ten (10) years or longer where Interconnection Customer and IPA agree, such agreement not to be unreasonably withheld.

#### **3.4.2 Acknowledgment of Interconnection Request**

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

#### **3.4.3 Deficiencies in Interconnection Request**

An Interconnection Request will not be considered to be a valid request until all items in Section 3.4.1 have been received by IPA. If an Interconnection Request fails to meet the requirements set forth in Section 3.4.1, IPA shall use Reasonable Efforts to notify Interconnection Customer as soon as practicable following the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide IPA the additional requested information needed to constitute a valid request no later than the close of the Cluster Request Window. Notwithstanding any other provision in this GIP, an Interconnection Request with any uncured deficiency at the time the Cluster Request Window closes will be deemed an invalid Interconnection Request. At any time, if IPA identifies issues with technical data provided by Interconnection Customer, Interconnection Customer and IPA shall work expeditiously and in good faith to remedy any data issues.

IPA shall determine if the information contained in the Interconnection Request is sufficient to start the Cluster Study by the close of the Customer Engagement Window.

#### **3.4.4 Scoping Meeting**

During the Customer Engagement Window, IPA shall hold a Scoping Meeting with all Interconnection Customers whose valid Interconnection Requests were received in that Cluster Request Window. If requested by an Interconnection Customer, IPA shall also hold individual customer-specific Scoping Meetings, which must be requested no later than fifteen (15) Business Days after the close of the Cluster Request Window.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to discuss the Cluster Area materials posted to OASIS pursuant to Section 7.4, and to analyze such information. IPA and Interconnection Customer shall bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting, (vi) for wind or solar facilities, generation profile data, and (vii) if the Generating Facility is or, as a hybrid, includes solar photovoltaic technology, a completed Attachment A to Appendix 7. IPA and Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. The duration of the meeting shall be sufficient to accomplish its purpose.

### **3.5 OASIS Posting**

#### **3.5.1 OASIS Posting.**

IPA will maintain on an OASIS a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) requested Interconnection Service amount if the requested Interconnection Service is less than the Generating Facility Capacity; (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (x) for Interconnection Requests that have not

resulted in a completed interconnection, an explanation as to why it was not completed.

Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an GIA or initiates Dispute Resolution pursuant to Section 13.5. Before holding a Scoping Meeting with any Affiliate, IPA shall post on OASIS an advance notice of its intent to do so. IPA shall post to an OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports shall be posted to the OASIS site subsequent to the meeting between Interconnection Customer and IPA to discuss the applicable study results. IPA shall also post any known deviations in the Generating Facility's In-Service Date.

### **3.5.2 [RESERVED]**

## **3.6 Coordination with Affected Systems**

IPA will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this GIP. IPA will include such Affected System Operators in all meetings held with Interconnection Customer as required by this GIP. Interconnection Customer will cooperate with IPA in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A transmission provider which may be an Affected System shall cooperate with IPA with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems. It is the responsibility of the Affected System Owner to provide the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and length of time that would be necessary to (i) complete any interconnection studies and (ii) construct any necessary Interconnection Facilities and Network Upgrades needed to reliably interconnect at the requested service level.

## **3.7 Withdrawal**

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

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

In the case of a withdrawal, IPA shall:

- (i) update OASIS as appropriate, including any Queue Position changes;
- (ii) impose the applicable Withdrawal Penalty described in Section 3.7.1, if any; and
- (iii) issue any refund to Interconnection Customer pursuant to Section 13.3.2.

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

**3.7.1 Withdrawal Penalty.** Except as provided in the Process for Transitioning to "First-Ready, First-Served" Interconnection Queue Procedures, an Interconnection Customer shall be subject to a penalty ("Withdrawal Penalty") if it withdraws its Interconnection Request or the Generating Facility does not otherwise reach Commercial Operation unless (1) the withdrawal does not negatively affect the timing or cost of other projects within the same Cluster as determined by IPA; (2) the Interconnection Customer withdraws after receiving the most recent Cluster Study Report and the costs assigned to the Interconnection Request identified in that report have increased by more than twenty-five percent (25%) compared to costs identified in the previous Cluster Study Report; (3) the Interconnection Customer withdraws after receiving the individual Facilities Study report and the costs assigned to the Interconnection Request identified in that report have increased by more than 100 percent compared to costs identified in the most recent Cluster Study Report.

**3.7.1.1 Calculation of the Withdrawal Penalty.** If the withdrawing Interconnection Customer has demonstrated any of the Readiness Milestone Options in

Sections 3.4.1(v)(a) – (c) or 3.4.1(v)(e), and is withdrawing prior to executing an GIA, the Interconnection Customer shall be charged one (1) times its actual allocated cost of all studies performed up until that point.

If the withdrawing Interconnection Customer only demonstrated the Readiness Milestone Option in Section 3.4.1(v)(d) and is withdrawing prior to executing an GIA, that Interconnection Customer's Withdrawal Penalty shall be as follows:

- a. If Interconnection Customer withdraws either (i) following commencement of the Cluster Study and before receipt of a Cluster Study Report, or (ii) after receipt of a Cluster Study Report, the Interconnection Customer shall be charged two (2) times of its actual allocated cost of all studies performed for Interconnection Customers in the Cluster up until that point, regardless of any previous Withdrawal Penalty revenues received. This amount shall be capped at one (1) million dollars.
- b. If Interconnection Customer withdraws after receipt of any applicable restudy reports issued pursuant to Section 7.4, the Interconnection Customer shall be charged three (3) times of its actual allocated cost of all studies performed for Interconnection Customers in the Cluster up until that point, regardless of any previous Withdrawal Penalty revenues received. This amount shall be capped at one and one half (1.5) million dollars.
- c. If Interconnection Customer withdraws after receipt of the individual Facility Study report issued pursuant to Section 8, the Interconnection Customer shall be charged five (5) times of its actual allocated cost of all studies performed for Interconnection Customers in the Cluster up until that point, regardless of any previous Withdrawal Penalty revenues received. This amount shall be capped at two (2) million dollars.

The Withdrawal Penalty for any Interconnection Customer that, before achieving Commercial Operation, withdraws after executing an GIA shall be nine (9) times of its actual allocated cost of all studies performed for Interconnection Customers in the

Cluster up until that point, regardless of any previous Withdrawal Penalty revenues received. In the event that the Interconnection Customer suspends its interconnection agreement, the Interconnection Customer shall be obligated to pay for costs associated with any studies or restudies required as a result of the suspension of the interconnection agreement, including any restudies associated with any affected lower-queued customers.

### **3.7.1.2 Distribution of the Withdrawal Penalty.**

Any Withdrawal Penalty revenues shall be used to fund generation interconnection studies, including individual Interconnection Facility Studies. Withdrawal Penalty revenues shall first be applied, in the form of a bill credit, to not-yet-invoiced study costs for other Interconnection Customers in the same Cluster, and to the extent that such studies are fully credited, shall be applied to study costs of future Clusters in queue order. Withdrawn Interconnection Customers shall not receive a bill credit associated with Withdrawal Penalty revenues. Distribution of Withdrawal Penalty revenues to a specific study shall not exceed the total actual study costs. Allocation of Withdrawal Penalty revenues within a Cluster to a specific Interconnection Customer shall be (1) fifty percent (50%) on a per capita basis based on number of Interconnection Requests in the applicable Cluster; and (2) fifty percent (50%) to Interconnection Customers on a pro-rata basis based on requested megawatts included in the applicable Cluster. Distribution of Withdrawal Penalty revenue associated with Section 3.7.1.1(c) shall not be distributed to the remaining Interconnection Customers in that Cluster until all Interconnection Customers in that Cluster have reached Commercial Operation and thereafter shall be distributed as described above. IPA shall post the Withdrawal Penalty balance on its OASIS site.

### **3.8 Identification of Contingent Facilities.**

The Cluster System Impact Study report may identify the Interconnection Facilities, Contingent Facilities, and Network Upgrade(s) expected to be required to reliably interconnect the Generating Facilities in that Cluster at the requested Interconnection Service level and will provide non-binding initial cost estimates for required Network Upgrade(s).

## **Section 4. Queue Position**

### **4.1 General**

Once an Interconnection Customer has submitted a valid Interconnection Request pursuant to Section 3.4, such Interconnection Request shall be admitted into IPA's queue for further processing pursuant to the following procedures contained in this Section 4.

**4.1.1 Assignment of Queue Position.** IPA shall assign a Queue Position as follows: the Queue Position within the queue shall be assigned based upon the date and time of receipt of all items required pursuant to the provisions of Section 3.4. All Interconnection Requests submitted and validated in a single Cluster Request Window shall be considered equally queued.

**4.1.2 Higher Queue Position.** A higher Queue Position assigned to an Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is assigned a lower Queue Position. All requests studied in a single Cluster shall be considered equally queued. Interconnection Customers that are part of Clusters initiated earlier in time than an instant queue shall be considered to have a higher Queue Position than Interconnection Customers that are a part of Clusters initiated later than an instant queue.

### **4.2 General Study Process**

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

#### **4.2.1 Cluster Request Windows.**

IPA shall accept Interconnection Requests during a forty-five (45) Calendar Day period, hereinafter referred to as the "Cluster Request Window." The initial Cluster Request Window shall open for Interconnection Requests beginning April 1 following commencement of the transition process set out in the Process for Transitioning to "First-Ready, First-Served" Interconnection Queue Procedures and successive Cluster Request Windows shall open annually every April 1 thereafter.

#### **4.2.2 Pre-Study Cost and Study Cost Allocation.**

IPA shall determine each Interconnection Customer's share of the costs of a Cluster Study by allocating: (1) fifty percent (50%) of the applicable study costs to Interconnection Customers on a per capita basis based on number of Interconnection Requests included in the applicable Cluster;

and (2) fifty percent (50%) of the applicable study costs to Interconnection Customers on a pro-rata basis based on requested megawatts included in the applicable Cluster. For example, the cost of a Cluster Study consisting of a 100 MW request and a 900 MW request would be allocated 30% to the 100 MW request and 70% to the 900 MW request. Costs incurred by IPA in preparation for the Cluster Study but before commencement of Cluster Study shall be similarly calculated and allocated.

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

#### **4.2.3 IPA's Interconnection Facilities and Network Upgrade Cost Allocation.**

Notwithstanding Section 3.1, for IPA's Interconnection Facilities and Network Upgrades identified in Cluster Studies, IPA shall calculate each Interconnection Customer's share of costs in the manner set forth below. If a Cluster Study includes one or more Cluster Areas, such costs shall be calculated and allocated among Interconnection Customers within the same Cluster Area. If the same Network Upgrade is identified in the study of more than one Cluster Area, such Network Upgrade will be allocated to Interconnection Customers in all affected Cluster Areas in the proportional manner provided in Section 4.2.3(b). Interconnection Customer shall be responsible for funding the costs of any facilities identified by IPA in such Interconnection Customer's individual Facilities Study report.

- a) Station equipment Network Upgrades, including all switching stations, shall be allocated based on the number of Generating Facilities interconnecting at an individual station on a per capita basis (i.e., on a per Interconnection Request basis). If multiple Interconnection Customers are connecting to IPA's Transmission System through a single Interconnection Customer's Interconnection Facility (i.e., sharing the Interconnection Customer's Interconnection Facility connecting to IPA's Interconnection Facility(ies)), those Interconnection Customers shall be considered one Interconnection Customer for the per capita calculation described in the preceding sentence. Shared IPA Interconnection Facilities shall be allocated based on the number of Generating Facilities sharing IPA's Interconnection Facility on a per capita basis.
- b) The funding responsibility for Network Upgrades other than those identified in Section 4.2.3(a) shall be as follows: Interconnection Customers within a Cluster Study shall bear their allocable share of the cost of Network Upgrades necessary to provide such service.

- c) Costs of IPA's Interconnection Facilities are directly assigned to the Interconnection Customer(s) using such facilities.
- d) Notwithstanding any other provision of this Section 4.2.3, no Interconnection Customer shall be responsible for any Network Upgrade costs identified pursuant to this Section if such Interconnection Customer's Interconnection Request individually represents one (1) percent or less of the total requested megawatts included in the applicable Cluster.

### **4.3 Transferability of Queue Position**

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change.

### **4.4 Modifications**

Interconnection Customer shall submit to IPA, in writing, modifications to any information provided in the Interconnection Request. Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.2, 4.4.5, or 4.4.6, or are determined not to be Material Modifications pursuant to Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection Studies, either Interconnection Customer or IPA may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. Subject to the forgoing sentence, and provided, however, they do not result in a Material Modification, to the extent the identified changes are acceptable to IPA and Interconnection Customer and potentially impacted Interconnection Customers in the same Cluster, such acceptance not to be unreasonably withheld, IPA shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 7.5(f) as applicable and Interconnection Customer shall retain its Queue Position.

**4.4.1** Prior to the return of the executed Cluster Study Agreement to IPA, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed project, through either (1) a decrease in plant size or (2) a decrease in Interconnection Service Level (consistent with the process described in Section 3.1) accomplished by applying IPA-approved injection-limiting equipment; (b) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental

increase in plant output will go in the next Cluster Study Window for the purposes of cost allocation and study analysis.

- 4.4.2** Prior to the return of the executed Interconnection Facility Study Agreement to IPA, the modifications permitted under this Section shall include specifically: (a) additional 15 percent decrease of electrical output of the proposed project through either (1) a decrease in plant size (MW) or (2) a decrease in Interconnection Service Level (consistent with the process described in Section 3.1) accomplished by applying IPA-approved injection-limiting equipment; (b) Generating Facility technical parameters associated with modifications to Generating Facility technology and transformer impedances; and (c) a Permissible Technological Advancement for the Generating Facility after the submission of the Interconnection Request. Section 4.4.6 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.2(c) is a Material Modification. Section 1 contains a definition of Permissible Technological Advancement.
- 4.4.3** Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2, and 4.4.6, Interconnection Customer may first request that IPA evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, IPA shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 3.1, 4.4.1, or so allowed elsewhere, shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.
- 4.4.4** Upon receipt of Interconnection Customer's request for modification permitted under this Section 4.4, IPA shall commence and perform any necessary additional studies as soon as practicable, but in no event shall IPA commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.
- 4.4.5** Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing. For purposes of this Section, the Commercial Operation Date reflected in the initial Interconnection Request shall be used. Such cumulative extensions are inclusive of extensions requested after execution of the GIA by Interconnection Customer.

#### 4.4.6 Technological Change Procedures

Prior to the return of the executed Facilities Study Agreement to IPA, the Interconnection Customer may submit a technological advancement request to IPA. Permissible Technological Advancements may include advancements to turbines, inverters, plant supervisory controls, or other technological advancements that may enhance a generating facility's ability to provide ancillary services, but do not include changes in generation technological or fuel type (include the energy source behind an inverter). Any changes to electrical output (MW) must adhere to GIP Sections 4.4.1 and 4.4.2.

In order to have a completed technological advancement request, the Interconnection Customer shall submit:

- (1) A written technological advancement request, specifying the change in technological the Interconnection Customer seeks;
- (2) Analysis that demonstrates how the incorporation of the proposed technological advancement would (i) result in electrical performance that is equal to or better than the electrical performance expected prior to the technological change, and (ii) not cause any reliability concerns;
- (3) A revised Appendix 1 to GIP Interconnection Request for a Generating Facility with revised technical data, including modeling data, associated with the technological advancement being requested, and any other data deemed necessary by IPA to determine if the technological advancement request is a Material Modification; and
- (4) Any required deposit.

If the difference between the Initial Deposit submitted as per Section 3.4.1, less any part of that Deposit deemed nonrefundable as per Section 3.4.1, is \$10,000 or greater, the Interconnection Customer will not be required to tender a deposit for additional studies to evaluate the technological advancement request. If the difference between the Initial Deposit submitted as per Section 3.4.1, less any part of that Deposit deemed nonrefundable as per Section 3.4.1, is less than \$10,000, the Interconnection Customer shall tender a deposit to the amount of \$10,000 to IPA to evaluate the technological advancement request. The Obligation of Study Costs shall be in accordance with GIP Section 13.3.

Upon receipt by IPA of a completed technological advancement request from the Interconnection Customer, IPA will evaluate the technological advancement request to determine whether the technological advancement request is a Permissible Technological Advancement or if it necessitates

the performance of additional analyses and/or studies. If the technological advancement request has no effect on electrical parameters or performance, the technological advancement request will not be considered a Material Modification and will be deemed a Permissible Technological Advancement.

If IPA determines that additional analyses and/or studies are required, IPA's studies may include steady state, reactive power, short circuit, stability analysis and any other appropriate studies that IPA deems necessary based on IPA's engineering judgment. These additional studies and/or analyses will determine whether the technological advancements result in electrical performance that is equal to or better than the electrical performance expected prior to the technological advancement request and be deemed a Permissible Technological Advancement, or if the technological advancement is deemed a Material Modification.

If IPA determines that the technological advancement request results in a Material Modification, the Interconnection Customer will be so notified and an explanation will be provided. IPA shall determine whether or not a technological advancement request is a Material Modification within thirty (30) Calendar Days after the receipt of the initial completed technological advancement request, unless otherwise agreed upon by IPA and the Interconnection Customer.

If the technological advancement request is deemed a Material Modification, the Interconnection Customer may either proceed with the previously provided data, or submit a new application, which will receive a new queue position.

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

### **5.1 Reserved.**

### **5.2 New Transmission Provider**

If IPA transfers control of its Transmission System to a successor during the period when an Interconnection Request is pending, IPA shall transfer to the successor any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this GIP shall be paid by or refunded to the Interconnection Customer, as appropriate. IPA shall coordinate with the successor to complete any Interconnection Study, as appropriate, that IPA has begun but has not completed. If IPA has tendered a draft GIA to Interconnection Customer but Interconnection Customer has not either executed the GIA nor initiated Dispute Resolution pursuant to Section 13.5, Interconnection Customer must complete negotiations with the successor.

## **Section 6. [RESERVED]**

## **Section 7. Cluster Study**

### **7.1 Cluster Study Agreement**

No later than five (5) Business Days after the close of a Cluster Request Window, IPA shall tender to each Interconnection Customer that submitted a valid Interconnection Request a Cluster Study Agreement in the form of Appendix 3 to this GIP. The Cluster Study Agreement shall require the Interconnection Customer to compensate IPA for the actual cost of the Cluster Study. The specifications, assumptions, or other provisions in the appendices of the Cluster Study Agreement provided pursuant to this Section 7.1 shall be subject to change by IPA following conclusion of the Scoping Meeting.

### **7.2 Customer Engagement Window**

Upon the close of each Cluster Request Window, IPA will open a thirty (30) Calendar Day period (“Customer Engagement Window”). During the Customer Engagement Window, IPA shall hold a Scoping Meeting with all interested Interconnection Customers. Notwithstanding the preceding sentence and upon written consent of all Interconnection Customers within a specific Cluster, IPA may shorten the Customer Engagement Window in order to start the Cluster Study earlier. Within the first ten (10) Business Days following the close of the Cluster Request Window, IPA shall post on an OASIS site a list of Interconnection Requests for that Cluster. The list shall identify, for each Interconnection Request: (i) the requested amount of Interconnection Service; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the type of Interconnection Service requested; (vi) the type of Generating Facility to be constructed including fuel type such as wind, natural gas, coal, or solar; and (vii) the Cluster Area assigned to each Interconnection Request. During the Customer Engagement Window, IPA will provide to Interconnection Customer a nonbinding updated good faith estimate of the cost and timeframe for completing the Cluster Study.

At the end of the Customer Engagement Window, all Interconnection Requests deemed valid that have executed a Cluster Study Agreement in the form of Appendix 3 shall be included in that Cluster Study. Any Interconnection Requests not deemed valid or undergoing Dispute Resolution at the close of the Customer Engagement Window shall not be included in that Cluster. Immediately following the Customer Engagement Window, IPA shall initiate the Cluster Study described in more detail in Section 7.

### **7.3 Execution of Cluster Study Agreement and Scope of Cluster Study**

Interconnection Customer shall execute the Cluster Study Agreement and deliver the executed Cluster Study Agreement to IPA no later than the close of the Customer Engagement Window.

The Cluster Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. The Cluster Study will consider the Base Case as well as all generating facilities (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Cluster Request Window closes:

- (i) are existing and directly interconnected to the Transmission System;
- (ii) are existing and interconnected to Affected Systems and may have an impact on the Interconnection Request;
- (iii) have a pending higher queued or higher clustered Interconnection Request to interconnect to the Transmission System; and
- (iv) have no Queue Position but have executed a GIA.

For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Cluster Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns.

The Cluster Study shall consist of power flow, stability, and short circuit analyses, the results of which are documented in a single Cluster Study Report, or Cluster Re-Study Report, as applicable.

At the conclusion of the Cluster Study, IPA will issue a Cluster Study Report. The Cluster Study report will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Cluster Study Report shall identify IPA's Interconnection Facilities and Network Upgrades expected to be required to reliably interconnect the Generating Facilities in that Cluster Study at the requested Interconnection Service Level and shall provide non-binding estimates for required upgrades. The Cluster Study Report shall identify each Interconnection Customer's estimated allocated costs for IPA's Interconnection Facilities and IPA's Network Upgrades pursuant to the methodology in Section 4.2.3. IPA shall hold an open stakeholder meeting pursuant to Section 7.4 below.

The Cluster Study report will provide a list of facilities that are required as a result of the Interconnection Requests and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

Upon issuance of a Cluster Study Report, or Cluster Re-Study Report, if any, IPA shall simultaneously tender a draft Facility Study Agreement, subject to the conditions in Section 8.1.

#### **7.4 Cluster Study Procedures**

IPA shall coordinate the Cluster Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.6 above. IPA shall utilize existing studies to the extent practicable when it performs the Cluster Study. Interconnection Requests for a Cluster Study may be submitted only within the Cluster Request Window and IPA shall initiate the Cluster Study process pursuant to Section 4.2.1.

- a) IPA may segment and perform Cluster Studies according to geographically and/or electrically relevant areas on IPA's Transmission System ("Cluster Area"). Cluster Areas shall be determined by IPA at the end of each Customer Engagement Window and shall be based on the valid Interconnection Requests that are submitted during the Cluster Request Window. Before the Scoping Meeting, IPA shall initially determine each Cluster Area and shall post on its OASIS website, for discussion during the Scoping Meeting, a draft plan for the Cluster Study, including a map and table defining the Cluster Areas assigned to each valid Interconnection Request received during the Cluster Request Window. IPA shall post an updated Cluster Area map, table, and final Cluster Study plan on OASIS by no later than the end of the Customer Engagement Window. The Cluster Study shall consist of all valid Interconnection Requests in each respective Cluster Area that have executed a Cluster Study Agreement and have provided all required information before the close of the Customer Engagement Window.
- b) Unless restudies are required pursuant to Section 7.5, Transmission Provider shall use Reasonable Efforts to complete the Cluster Study and issue the Cluster Study Report within one hundred fifty (150) Calendar Days of the close of the Customer Engagement Window. If the Cluster Study Report is due on a non-Business Day, IPA shall issue the report on the first Business Day after the date the Cluster Study Report would otherwise be due.
- c) Within ten (10) Business Days of simultaneously furnishing a Cluster Study Report (or, as applicable, Cluster Re-Study Report) and a draft Interconnection Facilities Study Agreement to Interconnection Customers and posting such report on OASIS, IPA shall convene an open meeting to discuss the study results ("Cluster Study Report Meeting" or "Cluster Re Study Report Meeting"). IPA shall, upon request, also make itself available to

meet with individual Interconnection Customers after the report is provided.

## **7.5 Cluster Study Withdrawals and Re-Studies**

- a) If no Interconnection Customer withdraws from the Cluster after completion of the Cluster Study or Cluster Re-Study or is deemed withdrawn pursuant to Section 3.7, IPA shall electronically notify Interconnection Customers in the Cluster that a Cluster Re-Study is not required.
- b) If one or more Interconnection Customer withdraw(s) from the Cluster, IPA shall determine if a Cluster Re-Study of the Cluster is necessary. If IPA determines a Cluster Re-Study is not necessary, IPA shall provide an updated Cluster Study Report within thirty (30) Calendar Days of such determination. When the updated Cluster Study Report is issued, IPA shall electronically notify Interconnection Customers in the Cluster that a Cluster Re-Study is not required.
- c) If one or more Interconnection Customers withdraws from the Cluster and IPA determines a restudy of the Cluster is necessary as a result, IPA will continue with such re-studies as described in Section 7.5.d below, until IPA determines that no further re-studies are required. If an Interconnection Customer withdraws after Section 7.5.a, Section 7.5.c, during the Interconnection Facilities Study, or after other Interconnection Customers in the same Cluster have executed GIAs, and IPA determines a restudy of the Cluster is necessary, the Cluster (including any Cluster Area) shall be restudied as described in Section 7.5.d below. IPA shall electronically notify Interconnection Customers in the Cluster and post on OASIS that a re-study is required.
- d) The scope of any Cluster Re-study shall be consistent with the scope of an initial Cluster Study pursuant to Section 7.3. IPA shall use Reasonable Efforts to complete the Cluster Re-Study for all Cluster Areas within one hundred fifty (150) Calendar Days of the commencement of the first Cluster Area Re-Study. The results of the Cluster Re-Study shall be combined into a single report (“Cluster Re-Study Report”), and IPA shall hold an open stakeholder meeting (“Cluster Re-Study Report Meeting”) within ten (10) Business Days of publishing Cluster Re-Study Report on OASIS.

If additional re-studies are required, Interconnection Customer and IPA shall follow the procedures of this Section 7.5 until such time that IPA determines that no further re-studies are required. IPA

shall electronically notify Interconnection Customers in the Cluster when no further re-studies are required.

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

Upon request, IPA shall provide to Interconnection Customer all supporting documentation, workpapers, and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Cluster Study, subject to confidentiality arrangements consistent with Section 13.1.

- f) If Re-Study of the Cluster Study other than the Re-Study described in Section 7.5(a)-(d) is required due to a higher or equal priority queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, IPA shall notify Interconnection Customer(s) in writing. IPA shall make Reasonable Efforts to ensure such Re-Study takes no longer than one hundred fifty (150) Calendar Days from the date of notice. Except as provided in Section 3.7 in the case of withdrawing Interconnection Customers, any cost of Re-Study shall be borne by Interconnection Customer(s) being re-studied.

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

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

Simultaneously with the delivery of the final Cluster Study Report, or Cluster Re-Study Report if applicable, IPA shall provide to Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this GIP. The Interconnection Facilities Study Agreement shall provide that Interconnection Customer shall compensate IPA for the actual cost of the Interconnection Facilities Study. IPA shall provide to Interconnection Customer includes a nonbinding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study. Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to IPA within thirty (30) Calendar Days after its receipt, together with: (i) any required technical data; (b) a demonstration of Site Control pursuant to Section 3.4.1(iii); and (c) demonstration of a Readiness Milestone Option in Sections 3.4.1(v)(b) – (c), a site-specific

Purchase Order for generating equipment specific to the Interconnection Request, or a financial security payment equal to the Network Upgrade costs allocated to Interconnection Customer in the most recent Cluster Study Report minus any amounts already paid pursuant to Section 3.4.1(v)(d). Such additional financial security shall be refunded in accordance with Section 13.3.3.

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

The Interconnection Facilities Study shall be specific to each Interconnection Request and performed on an individual, i.e., non-clustered, basis. The Interconnection Facilities Study shall specify and provide a non-binding estimate of the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study Report (and any associated re-studies) in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any IPA's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

## **8.3 Interconnection Facilities Study Procedures**

IPA shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.6 above. IPA shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. IPA shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report or, one hundred eighty (180) Calendar Days, if Interconnection Customer requests a +/- 10 percent cost estimate. If the Facilities Study Report is due on a non-Business Day, IPA shall issue the report on the first Business Day following the day the Facilities Study Report would otherwise be due.

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

Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study report, provide written comments to IPA, which IPA shall include in completing the final Interconnection Facilities Study report. IPA shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. IPA may reasonably extend such fifteen-day period upon notice to Interconnection Customer if Interconnection Customer's comments require IPA to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, IPA shall provide Interconnection Customer supporting documentation, workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1.

#### **8.4 Meeting with IPA**

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, IPA and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

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

If re-study of the Interconnection Facilities Study is required due to a higher or equal priority queued project dropping out of the queue or a modification of a higher queued project pursuant to Section 4.4, IPA shall so notify Interconnection Customer in writing. IPA shall make Reasonable Efforts to ensure such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. Re-Studies that require rerunning the Cluster Study analysis may take longer than sixty (60) Calendar Days. Except as provided in Section 3.7 in the case of withdrawing Interconnection Customers, any cost of re-study shall be borne by the Interconnection Customer being re-studied.

### **Section 9. Engineering & Procurement ("E&P") Agreement**

Prior to executing an GIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and IPA shall offer the Interconnection Customer, an E&P Agreement that authorizes IPA to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, IPA shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the GIP. The E&P Agreement is an optional procedure, and it will not alter the Interconnection Customer's Queue Position or In-Service Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all

activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

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

**Section 10. Reserved**

**Section 11. Generator Interconnection Agreement (GIA)**

**11.1 Tender**

Interconnection Customer shall tender comments on the draft Interconnection Facilities Study Report within thirty (30) Calendar Days of receipt of the report. Within thirty (30) Calendar Days after the comments are submitted or after the Interconnection Customer notifies IPA that it will not provide comments, IPA shall tender a draft GIA, together with draft appendices. The draft GIA shall be in the form of IPA's standard form of GIA, which is in Appendix 6. Interconnection Customer shall execute and return the completed draft appendices within thirty (30) Calendar Days, unless the sixty (60) Calendar Day negotiation period under Section 11.2 has commenced.

**11.2 Negotiation**

Notwithstanding Section 11.1, at the request of Interconnection Customer, IPA shall begin negotiations with Interconnection Customer concerning the appendices to the GIA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement. IPA and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft GIA for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study Report. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft GIA pursuant to Section 11.1 and initiate Dispute Resolution pursuant to Section 13.5. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days

thereafter fails to initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the GIA or initiated Dispute Resolution pursuant to Section 13.5 within sixty (60) Calendar Days of the tender of draft GIA, it shall be deemed to have withdrawn its Interconnection Request. IPA shall provide to Interconnection Customer a final GIA within fifteen (15) Business Days after the completion of the negotiation process.

### **11.3 Execution**

Within fifteen (15) Business Days after receipt of the final GIA, Interconnection Customer shall provide IPA with (A) demonstration that continued Site Control pursuant to Section 3.4.1(iii)(a) and (B) continued proof of meeting a Readiness Milestone Option in Section 3.4.1(v)(b), Section 3.4.1(v)(c), or a site-specific Purchase Order for generating equipment specific to the Interconnection Request, unless Interconnection Customer paid a deposit as provided in Section 3.4.1(v)(d) and associated Network Upgrade costs pursuant to Section 8.1(c). At the same time, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Generating Facility, at Interconnection Customer's election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Generating Facility; (ii) execution of a contract for the supply of cooling water to the Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Generating Facility; (iv) execution of a contract (or comparable evidence) for the sale of electric energy or capacity from the Generating Facility; or (v) application for an air, water, or land use permit.

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

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

If Interconnection Customer executes the final GIA, IPA and Interconnection Customer shall perform their respective obligations in accordance with the terms of the GIA.

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

### **12.1 Schedule**

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

## **12.2 Construction Sequencing**

### **12.2.1 General**

In general, the In-Service Date of an Interconnection Customer seeking interconnection to the Transmission System will determine the sequence of construction of Network Upgrades. Construction sequencing may also apply to shared IPA's Interconnection Facilities in a similar manner as described below for Network Upgrades.

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

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

Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay the remaining portion of the costs of the Network Upgrades that had not been expedited. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. IPA shall forward to Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to Interconnection Customer.

### **12.2.3 Advancing Construction of Network Upgrades that are Part of an Expansion Plan of IPA**

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

#### **12.2.4 Amended Interconnection System Impact Study**

If applicable, an interconnection system impact study will be amended to determine the facilities necessary to support the requested In-Service Date. This amended study will include those transmission and Generating Facilities that are expected to be in service on or before the requested In-Service Date.

### **Section 13. Miscellaneous**

#### **13.1 Confidentiality**

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of an 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 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

##### **13.1.1 Scope**

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the GIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the 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.

### **13.1.2 Release of Confidential Information**

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

### **13.1.3 Rights**

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

### **13.1.4 No Warranties**

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

### **13.1.5 Standard of Care**

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

### **13.1.6 Order of Disclosure**

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such

request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of the 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.

#### **13.1.7 Remedies**

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

#### **13.1.8 Disclosure to a State.**

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the GIP, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the 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, consistent with applicable state rules and regulations.

Notwithstanding this Article 13 or any other provision of this GIP, 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.

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

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

**13.1.11 Destruction of Confidential Information**

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

**13.1.12 NERC/WECC Requirements.**

In addition to the provisions under this Article 13.1, Interconnection Customer acknowledges that IPA is subject to certain data sharing

requirements imposed by NERC and WECC. Interconnection Customer consents to data sharing with NERC or WECC pursuant to the requirements imposed by NERC and WECC including data sharing pursuant to requirements that conflict with any applicable data sharing or confidentiality agreements to which IPA and the Interconnection Customer are parties.

### **13.2 Delegation of Responsibility**

IPA may use the services of subcontractors as it deems appropriate to perform its obligations under this GIP. IPA shall remain primarily liable to Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this GIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

### **13.3 Obligation for Study Costs and Withdrawal Penalties; Refunds**

**13.3.1** IPA shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies (or actual allocated costs, in the case of Cluster Studies pursuant to Section 4.2.2) and any Withdrawal Penalty, as applicable. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. If an Interconnection Customer's study deposit paid pursuant to Section 3.1 is greater than the Interconnection Customer's share of actual Cluster Study costs (including applicable restudies), any excess amounts shall be applied to the Interconnection Customer's individual Interconnection Facility Study costs, or refunded to the Interconnection Customer following IPA's issuance of the Interconnection Customer's final Interconnection Facilities Study report. Interconnection Customer shall be responsible for any Withdrawal Penalties pursuant to Section 3.7 in the event of withdrawal.

**13.3.2** In the event of Interconnection Customer's Withdrawal pursuant to Section 3.7, Transmission provider shall refund to Interconnection Customer any of the refundable portion of the following charges:

- a. any study deposit paid pursuant to Section 3.1;
- b. \$3,000 per MW deposit paid pursuant to Section 3.4.1(v)(d);
- c. any Site Control-related deposit paid pursuant to Section 3.4.1(iii); and

- d. additional financial security payment for Network Upgrade costs paid pursuant to Section 8.1(c).

Such refundable portion shall be any amount that exceeds Interconnection Customer's share of the costs that IPA has incurred (such as study costs) including interest calculated in accordance with Section 35.19a(a)(2) of FERC's regulations, and that exceed any Withdrawal Penalty imposed, if applicable.

**13.3.3** Additional financial security paid by Interconnection Customer pursuant to Section 8.1(c) shall be refunded in whole or in part on the earlier of:

- (i) Interconnection Customer is able to demonstrate a Readiness Milestone Option in Section 3.4.1(v)(b), Section 3.4.1(v)(c), or a site-specific Purchase Order for generating equipment specific to the Interconnection Request;
- (ii) the Interconnection Request is withdrawn from the queue and pays any required Withdrawal Penalties;
- (iii) before achieving Commercial Operation the Interconnection Customer terminates its executed GIA pursuant to GIA Article 2.3 or applicable termination procedures and pays any required Withdrawal Penalties; or
- (iv) Interconnection Customer achieves Commercial Operation. Any partial or full refund pursuant to this Section shall include interest (if applicable) calculated in accordance with Section 35.19a(a)(2) of FERC's regulations, and that exceed any Withdrawal Penalty imposed.

**13.3.4** Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study as well as the Withdrawal Penalty, if applicable. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefor. IPA shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith. If invoices are not paid within thirty (30) Calendar Days of receipt of an invoice, IPA shall draw upon any security and deposits provided under this GIP to settle all accounts, which shall include any offsets of amounts due and owing by IPA. After the final invoice is paid and all accounts are settled, IPA shall refund all remaining security and deposits.

#### **13.4 Third Parties Conducting Studies**

If (i) at the time of the signing of an Interconnection Study Agreement there is a disagreement as to the estimated time to complete an Interconnection Study,

(ii) Interconnection Customer receives notice pursuant to Sections 7.4, 7.5(e) or 8.3 that IPA will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 7.4, 7.5(e) or 8.3 within the applicable timeframe for such Interconnection Study, then Interconnection Customer may require IPA to utilize a third party consultant reasonably acceptable to Interconnection Customer and IPA to perform such Interconnection Study under the direction of IPA. At other times, IPA may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with Article 26 of the GIA (Subcontractors) and limited to situations where IPA determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with IPA's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer requests use of a third-party consultant to perform such Interconnection Study, Interconnection Customer and IPA shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. IPA shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as practicable upon Interconnection Customer's request, subject to the confidentiality provisions in Section 13.1. In any case, such third party contract may be entered into with either Interconnection Customer or IPA at IPA's discretion. In the case of (iii), Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this GIP, Article 26 of the GIA (Subcontractors), and the relevant procedures and protocols as would apply if IPA were to conduct the Interconnection Study, and shall use the information provided to it solely for purposes of performing such services and for no other purposes.

IPA shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

## **13.5 Disputes**

### **13.5.1 Submission**

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with the 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 Notice of Dispute shall not be deemed a waiver of the requirements of, nor construed as

compliance with, California Government Code Section 910 *et seq.*, or any successor statute.

Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the 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.

### **13.5.2 External Arbitration Procedures**

Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules"); provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

### **13.5.3 Arbitration Decisions**

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the 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.

#### **13.5.4 Costs**

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

#### **13.5.5 Non-binding dispute resolution procedures.**

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

#### **13.5.6 Governing Law and Venue**

This GIP and the GIA, and all agreements hereunder shall be interpreted, 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, without regard to its conflict of law principles.

Each Party irrevocably agrees to submit to the exclusive jurisdiction of such courts in the State of Utah and waives any defense of *forum non conveniens*.

### **13.5.7 Non-Jurisdictional Entity**

Notwithstanding the form of this GIP or the GIA and any reference or inclusion of these documents within them, IPA is a political subdivision of the State of Utah, and a non-public utility under section 201(f) of the Federal Power Act, 16 U.S.C. §824(f), and is subject to FERC jurisdiction only in limited circumstances pursuant to 16 U.S.C. §824j-1.

## **13.6 Bond Financing**

### **13.6.1 No IPA Jeopardy**

Notwithstanding anything in these procedures 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 these procedures 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.

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

If IPA determines that the provision of Interconnection Service requested by Interconnection Customer would jeopardize the tax-exempt status of any bond identified within Section 13.6.1 used to finance its facilities that would be used in providing such Interconnection Service, it shall advise the Interconnection Customer within thirty (30) Calendar Days of receipt of the Interconnection Request.

## **13.7 IPP Agreements**

Nothing in this GIP or GIA shall be construed as changing, waiving or otherwise affecting any rights, obligations or requirements provided for under the IPP Agreements.

### 13.8 Conformance with NERC and WECC Reliability Requirements

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

- 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 procedure during normal and emergency operating conditions.

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

### **13.9 Performance by Operating Agent.**

The Parties recognize that the Los Angeles Department of Water and Power, pursuant to an agreement with IPA, acts as the Operating Agent for IPA's generation and transmission facilities, including the IPA Switchyard and the Transmission System, and that the Los Angeles Department of Water and Power, in such capacity as Operating Agent, is responsible for planning, negotiating, designing, constructing, insuring, administering, operating and maintaining the IPA Switchyard and the Transmission System and such other facilities of IPA. Accordingly, consistent with such agreements with IPA, the Los Angeles Department of Water and Power, as Operating Agent acting on behalf of IPA, is to perform and carry out the responsibilities of IPA under these Procedures.

### **13.10 Performance by Intermountain Power Service Corporation.**

The Parties further recognize that under an agreement with IPA and the Los Angeles Department of Water and Power as Operating Agent, Intermountain Power Service Corporation performs certain operating and maintenance work pertaining to IPA's generation and transmission facilities, including the IPA Switchyard and the Transmission System, under the direction of the Los Angeles Department of Water and Power as Operating Agent. Accordingly, consistent with such agreement with IPA and the Los Angeles Department of Water and Power, Intermountain Power Service Corporation may perform and carry out certain operation and maintenance work with respect to the IPA Interconnection Facilities, as well as the IPA Switchyard and the Transmission System, as provided for under the applicable provisions of these Procedures.

**APPENDIX 1 to GIP INTERCONNECTION REQUEST  
FOR A GENERATING FACILITY**

1. The undersigned Interconnection Customer submits this request to interconnect its Generating Facility with IPA’s Transmission System.
2. This Interconnection Request is for:

- \_\_\_\_\_ A proposed new Generating Facility.
- \_\_\_\_\_ All or a portion is an electric storage resource.
- \_\_\_\_\_ A proposed Generating Facility with Energy Resource Interconnection Service below the Generating Facility Capacity.
- \_\_\_\_\_ An increase in the generating capacity or a Material Modification of an existing Generating Facility.
- \_\_\_\_\_ Provisional Interconnection Service.
- \_\_\_\_\_ Surplus Interconnection Service.
- \_\_\_\_\_ Technological Advancement Request.

Note: For Surplus Interconnection Service requests, the type of Interconnection Service requested cannot exceed the type of Interconnection Service already provided by the original Interconnection Customer’s GIA.

3. Readiness Milestone Option selected, as specified in the GIP, along with any supporting documentation: \_\_\_\_\_

(Note that if the Readiness Milestone Option in Section 3.4.1(v)(d) is selected at this stage, pursuant to the GIP, Interconnection Customer will also need to satisfy the requirements of Section 8.1 to proceed to a Facilities Study.)

4. Interconnection Customer provides the following information:
  - a. Address or location (including GIS site coordinates) or the proposed new Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;
  - b. Maximum summer at \_\_\_\_\_ degrees C and winter at \_\_\_\_\_ degrees C megawatt electrical output of the proposed new Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;
  - c. General description of the equipment configuration;
  - d. Anticipated In-Service Date for the proposed new Generating Facility (Day, Month, and Year);
  - e. Commercial Operation Date (Day, Month, and Year);

- f. Name, address, telephone number, and e-mail address of Interconnection Customer's contact person;
- g. Approximate location of the proposed Point of Interconnection;
- h. Interconnection Customer Data (set forth in Attachment A);
- i. Primary frequency response operating range for electric storage resources;
- j. Requested capacity (in MW) of Energy Resource Interconnection Service (if lower than the Generating Facility Capacity);
- k. General description of requested Surplus Interconnection Service, if applicable.

5. Applicable deposit amount as specified in Section 3.1 of the GIP.

6. Site Control as specified in the GIP: (check one)

Evidence is attached to this Interconnection Request  
 Site Control deposit provided in accordance with this GIP

7. This Interconnection Request shall be submitted to the representative indicated below:

[To be completed by IPA]

8. Representative of Interconnection Customer to contact:

[Insert]

[To be completed by Interconnection Customer]

9. This Interconnection Request is submitted by:

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

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

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

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

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

**GENERATING FACILITY DATA**

Note: A WECC-approved General Electric Company Power Systems Load Flow (PSLF) steady state and dynamic data file must be supplied with the Interconnection Request. If other data files are more appropriate to the proposed device, then they shall be provided and discussed at Scoping Meeting.

**UNIT RATINGS**

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

Primary frequency response operating range for electric storage resources:

Minimum State of Charge: \_\_\_\_\_

Maximum State of Charge: \_\_\_\_\_

**COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA**

Inertia Constant, H = \_\_\_\_\_ kW sec/kVA  
 Moment-of-Inertia, WR<sup>2</sup> = \_\_\_\_\_ lb. ft.<sup>2</sup>

**REACTANCE DATA (PER UNIT-RATED KVA)**

	<b>DIRECT AXIS</b>	<b>QUADRATURE AXIS</b>
Synchronous – saturated	X <sub>dv</sub>	X <sub>qv</sub> _____
Synchronous – unsaturated	X <sub>di</sub>	X <sub>qi</sub> _____
Transient – saturated	X' <sub>dv</sub> _____	X' <sub>qv</sub> _____
Transient – unsaturated	X' <sub>di</sub>	X' <sub>qi</sub> _____
Subtransient – saturated	X'' <sub>dv</sub>	X'' <sub>qv</sub> _____
Subtransient – unsaturated	X'' <sub>di</sub>	X'' <sub>qi</sub> _____
Negative Sequence – saturated	X <sub>2v</sub>	
Negative Sequence – unsaturated	X <sub>2i</sub>	
Zero Sequence – saturate	X <sub>0v</sub>	
Zero Sequence – unsaturated	X <sub>0i</sub> _____	
Leakage Reactance	X <sub>lm</sub>	

**FIELD TIME CONSTANT DATA (SEC)**

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

**ARMATURE TIME CONSTANT DATA (SEC)**

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

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

**MW CAPABILITY AND PLANT CONFIGURATION  
GENERATING FACILITY DATA**

**ARMATURE WINDING RESISTANCE DATA (PER UNIT)**

Positive	$R_1$ _____
Negative	$R_2$ _____
Zero	$R_0$ _____

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

**CURVES**

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

**GENERATOR STEP-UP TRANSFORMER DATA RATINGS**

Capacity \_\_\_\_\_ Self-cooled/  
 Maximum Nameplate  
 \_\_\_\_\_ / \_\_\_\_\_ kVA  
 Voltage Ratio(Generator Side/System side/Tertiary)  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ kV  
 Winding Connections (Low V/High V/Tertiary V (Delta or Wye))  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ kV

Fixed Taps Available \_\_\_\_\_

Present Tap Setting \_\_\_\_\_

**IMPEDANCE**

Positive  $Z_1$  (on self-cooled kVA rating) \_\_\_\_\_ % \_\_\_\_\_ X/R  
Zero  $Z_0$  (on self-cooled kVA rating) \_\_\_\_\_ % \_\_\_\_\_ X/R

**EXCITATION SYSTEM DATA**

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

**GOVERNOR SYSTEM DATA**

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

**WIND GENERATORS**

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

\_\_\_\_\_

Elevation: \_\_\_\_\_ Single Phase \_\_\_\_\_ Three Phase

Inverter manufacturer, model name, number, and version:

\_\_\_\_\_

List of adjustable setpoints for the protective equipment or software:

\_\_\_\_\_

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

## INDUCTION GENERATORS

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

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

[Insert]

### APPENDIX 3 to GIP CLUSTER STUDY AGREEMENT

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

#### RECITALS

**WHEREAS,** Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility (including Surplus Interconnection Service and Provisional Interconnection Service) consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_; and

**WHEREAS,** Interconnection Customer desires to interconnect the Generating Facility or generating capacity addition to an existing Generating Facility (including Surplus Interconnection Service or Provisional Interconnection Service) with the Transmission System; and

**WHEREAS,** Interconnection Customer has requested IPA to perform a Cluster Study to assess the impact of interconnecting the Generating Facility to the Transmission System, and of any Affected Systems;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in IPA’s GIP.
- 2.0 Interconnection Customer elects and IPA shall cause to be performed a Cluster Study consistent with, as applicable, Section 7.0 of the GIP and any associated Business Practices.
- 3.0 The scope of the Cluster Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Cluster Study will be based upon the information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with, as applicable, Section 4.4 of the GIP. IPA reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Cluster Study. If Interconnection Customer modifies its Interconnection Request or the technical information provided therein, the time to complete the Cluster Study may be extended.

- 5.0 The Cluster Study report shall provide the following information, as applicable, consistent with the type of Energy Resource Interconnection Service requested:
- (i) identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
  - (ii) identification of any thermal overload or voltage limit violations resulting from the interconnection;
  - (iii) identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
  - (iv) description and non-binding, good faith estimated cost of facilities required to interconnect the Generating Facility to the Transmission System and to address the identified short circuit, instability, power flow issues; and
  - (vii) identification of Contingent Facilities.
- 6.0 Interconnection Customer's deposit, paid pursuant to, as applicable, Section 3.1 of the GIP, or the Process for Transitioning to "First-Ready, First-Served" Interconnection Queue Procedures, as may be applicable, shall be used to pay Interconnection Customer's share of Cluster Study costs allocated pursuant to Section 4.2.2 of the GIP. IPA's good faith estimate for the time of completion of the Cluster Study is [insert date].

Upon receipt of the Cluster Study, IPA shall charge and Interconnection Customer shall pay its actual allocable costs of the Cluster Study.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate. As provided in Section 13.3 of the GIP, Interconnection Customer has thirty (30) Calendar Days of receipt of an invoice from IPA to pay any undisputed costs. If invoices are not paid within thirty (30) Calendar Days of receipt of an invoice, IPA shall draw upon the security and deposits provided to settle all accounts, which shall include any offsets of amounts due and owing by IPA. After the final invoice is paid and all accounts are settled, IPA shall refund all remaining security and deposits.

## 7.0 Miscellaneous Provisions.

### 7.1 Indemnification.

- a. Interconnection Customer undertakes and agrees to indemnify and hold harmless IPA, Intermountain Power Service Corporation, the Operating Agent, and all of their respective boards, owners, members, directors, officers, agents, representatives, employees, assigns and successors in interest (the "Indemnified Parties"), and, at the option of

Interconnection Customer, either defend (by using counsel reasonably acceptable to and approved in advance by the affected Indemnified Party) or reimburse defense costs incurred by an Indemnified Party from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil and criminal fines and penalties, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements and court costs) and losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including, without limitation, to Interconnection Customer's boards, owners, members, directors, officers, agents, representatives and employees, or damage to or destruction of any property of either Party hereto or third persons arising as a result of, or caused in whole or in part by any: (i) breach or default under this Agreement on the part of Interconnection Customer; or (ii) negligent act, error, omission or willful misconduct incidental to, related to or connected with the performance of this Agreement or the interconnection or any other matter contemplated by or provided for under this Agreement on the part of Interconnection Customer or any of Interconnection Customer's boards, owners, members, directors, managers, officers, agents, representatives, employees or subcontractors of any tier, except to the extent arising from the gross negligence or willful misconduct of Indemnified Parties.

b. Interconnection Customer undertakes and agrees to indemnify and hold harmless Indemnified Parties and, at the option of Interconnection Customer, either defend (by using counsel reasonably acceptable to and approved in advance by the affected Indemnified Party) or reimburse defense costs incurred by an Indemnified Party from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil and criminal fines and penalties, costs, expenses (including without limitation, reasonable attorneys' fees, disbursements and court costs) and losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including without limitation, to Interconnection Customer's boards, owners, members, directors, officers, agents, representatives and employees, or damage to or destruction of any property of either Party hereto, or third persons in any manner arising by reason of any negligent act, error or omission incident related to or connected with the performance of this Agreement or the interconnection or any other matter contemplated by or provided for under this Agreement on the part of the Operating Agent or the Intermountain Power Service Corporation, or their respective boards, owners, members, directors, officers, agents, representatives, employees, or subcontractors of any tier (including the Intermountain Power Service Corporation), except to the extent arising from the gross negligence or willful misconduct of IPA, the Operating Agent or the Intermountain Power Service Corporation, or their respective boards, officers, agents, representatives or employees.

c. Interconnection Customer agrees that it shall not directly or indirectly assert any claim against IPA or seek to have IPA indemnify or reimburse Interconnection Customer for any loss, cost or damage with respect to which Interconnection Customer has a duty of indemnification pursuant to subsection a. or b. of this Section 7.1.

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

7.3.1 Disclaimer of Warranty; Limitation of Liability and Release. In performing or causing the Cluster Study to be performed, IPA may rely on the information provided by the Interconnection Customer and third parties, which IPA may not have any control over the veracity or accuracy of such information. For data, information and other studies submitted by the Interconnection Customer or obtained from third parties or industry sources, 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.

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

7.3.2 **Consequential Damages.** Except with respect to liabilities arising from third-party claims for which Interconnection Customer is required to indemnify an Indemnified Party, in no event shall either Party be liable to the other Party under any provision of this Agreement for any indirect, incidental, punitive or consequential damages, losses, damages, costs or expenses including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence,

strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be indirect, incidental, punitive or consequential damages hereunder.

**7.3.3 Performance by Operating Agent.** The Parties recognize that the Los Angeles Department of Water and Power, pursuant to an agreement with IPA, acts as the Operating Agent for IPA's generation and transmission facilities, including the IPA Switchyard and the Transmission System, and that the Los Angeles Department of Water and Power, in such capacity as Operating Agent, is responsible for planning, negotiating, designing, constructing, insuring, administering, operating and maintaining the IPA Switchyard and the Transmission System and such other facilities of IPA. Accordingly, consistent with such agreements with IPA, the Los Angeles Department of Water and Power, as Operating Agent acting on behalf of IPA, is to perform and carry out the obligations of IPA under this Agreement.

**7.3.4 Performance by Intermountain Power Service Corporation.** The Parties further recognize that under an agreement with IPA and the Los Angeles Department of Water and Power as Operating Agent, Intermountain Power Service Corporation performs certain operating and maintenance work pertaining to IPA's generation and transmission facilities, including the IPA Switchyard and the Transmission System, under the direction of the Los Angeles Department of Water and Power as Operating Agent. Accordingly, consistent with such agreement with IPA and the Los Angeles Department of Water and Power, Intermountain Power Service Corporation may perform and carry out certain operation and maintenance work with respect to the IPA Interconnection Facilities, as well as the IPA Switchyard and the Transmission System, as provided for under the applicable provisions of this Agreement.

**7.4 Representations and Warranties.** Each Party makes the following representations, warranties and covenants:

**7.4.1 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 Agreement 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 Agreement.

7.4.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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 a political subdivision of the State of Utah.

7.4.3 No Conflict. The execution, delivery and performance of this Agreement 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.

7.4.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

7.5 Force Majeure.

7.5.1 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 Section 7.5.2.

7.5.2 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 Section 7.5.1 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 non-consecutive 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.

- 7.6 Assignment. This Cluster Study Agreement shall not be assigned, conveyed or transferred to any third party unless the provisions of Section 4.3 of the GIP have been satisfied and IPA consents to such assignment, conveyance or transfer in writing.
- 7.7 Governing Law. This Agreement was made and entered into in the State of Utah and shall be governed by, interpreted and enforced in accordance with the laws of the State of Utah, without regard to conflict of law principles.
- 7.8 Venue. All litigation arising out of or relating to this Agreement shall be brought only in the United States District Court for the District of Utah, if jurisdiction should there exist, or, if such jurisdiction is lacking, then only in the Third Judicial District Court for Salt Lake County, Utah, and the Parties irrevocably agree to submit to the personal jurisdiction of each such court and waive any defense of *forum non conveniens*.
- 7.9 Waivers. Any waiver, which such waiver must be in writing, at any time by any Party of its rights with respect to a default under this Cluster Study Agreement, or with respect to any other matter arising in connection with

said agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation in asserting or enforcing any right, shall not be deemed a waiver of such right.

7.10 Binding Effect. This Cluster Study Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors or assigns, subject to Section 4.3 of the GIP.

7.11 Attorney Fees and Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.

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

7.13 Signatures. This Agreement 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 e-mail shall be deemed original signatures.

8.0 Termination or Withdrawal. Any request to terminate or withdraw from a study, expressly excepting any request for an extension of time on the Cluster Study not to exceed one year from the date that IPA commenced the study, shall be deemed as a withdrawal of the Interconnection Request in accordance with Section 3.7 of the GIP.

9.0 Term of Agreement. This agreement shall become effective on the day and year first above written and shall remain in effect for an initial term of one (1) year. The term of this agreement may be extended by mutual agreement of the Parties, provided, however, that in no event shall the total term of this agreement be longer than three (3) years from the day and year first above written.

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

**Intermountain Power Agency, by its Operating Agent**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[Insert name of Interconnection Customer]**

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

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

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

**Attachment A to Appendix 3  
Cluster Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING CLUSTER STUDY**

The Cluster Study will be based upon the information set forth in the Interconnection Request and results of applicable prior Interconnection Studies, subject to any modifications in accordance with Section 4.4 of the GIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

[Above assumptions to be completed by Interconnection Customer, and other assumptions to be provided by Interconnection Customer and IPA]

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

1. **One-line Diagram/Configuration Layout of Interconnection Customer’s Facility:**  
(To be provided by the Interconnection Customer)

2. **Interconnection Transmission Line Description**

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

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

R1, X1, B = positive sequence ,

R0, X0 = zero sequence

3. **Generator Step Up Transformer Equivalent**

- Transformer winding vector group connection diagrams  
(ex: D-Y, Y-D, Y-Y, Y-D-Y);
- Neutral grounding impedance(s) if applied (ohms)

Transformer Name	Xfmr Rating (MVA)	R1 Pri. to Sec. on 100 MVA base	X1 Pri. to Sec. on 100 MVA base	R1 Pri. to tert. on 100 MVA base*	X1 Sec. to tert. on 100 MVA base*	R1 Sec. to tert. on 100 MVA base*	X1 Sec. to tert. on 100 MVA base*	Tertiary Winding Voltage*
		R0 Pri. to Sec. on 100 MVA base**	X0 Pri. to Sec. on 100 MVA base**	R0 Pri. to tert. on 100 MVA base*	X0 Pri. to tert. on 100 MVA base*	R0 Sec. to tert. on 100 MVA base*	X0 Sec. to tert. on 100 MVA base*	

	<b>Vnorm (from)</b>	<b>Vnorm (to)</b>	<b>Tap (from)</b>	<b>Tap (to)</b>	<b>Variable Tap</b>	<b>Tap (max)</b>	<b>Tap (min)</b>	<b>Tap Step size</b>

\* transformer tertiary winding (if applicable) \*\* with delta tertiary in service (if applicable) R1, X1 = positive sequence, R0, X0 = zero sequence

4. **Collector System Cable Equivalent Impedance (one line for each collector feeder)**

<b>R1 p.u. on 100 MVA base</b>	<b>X1 p.u. on 100 MVA base</b>	<b>B p.u on 100 MVA base</b>	<b>R0 p.u on 100 MVA base</b>	<b>X0 p.u. on 100 MVA base</b>	<b>Rating (MVA) Cont. &amp; Emergency</b>

5. **Collector Substation Transformers**

- Transformer winding vector group connection diagrams  
(ex: D-Y, Y-D, Y-Y)
- Neutral grounding impedance(s) if applied (ohms and winding(s))

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

**6. Generator Equivalent**

Unit	Rated voltage (kV)	Rated power (MVA)	X''1 on 100 MVA Base (pu)	X''2 on 100 MVA Base (pu)	X''0 on 100 MVA Base (pu)	Pmax MW	Pmin MW	Qmax MVars	Qmin MVars	Regulated Bus
In the case of power electronic sources, steady state current limit for short circuit currents (A at rated voltage)										
			-	-	-					

\*Qmax indicated is indicative of maximum reactive capability at Pmax

X''1 = Positive Sequence (first cycle), X''2 = Negative Sequence (first cycle) X''0 = Zero Sequence (includes any neutral grounding impedance if applied)

**7. Plant-level Reactive Power Compensation**

Shunt Capacitor Power Compensation	Size (MVAR)
Shunt Reactor Power Compensation	Size (MVAR)

**8. Dynamic Data** (To be provided by the requestor)

All the appropriate dynamic data for each generator, governor, exciter, power system stabilizer, and/or wind turbine, photo-voltaic, and energy storage must be supplied in the GE PSLF format.

**The dynamic model data provided shall be a WECC approved model.**

**9. Additional Data for Harmonic Study**

- Inverter specification (Electrical Characteristics) sheet
- Harmonic Frequency Spectrum of the inverter
- Main Transformer MVA rating under normal operating conditions

## APPENDIX 4 to GIP INTERCONNECTION FACILITIES STUDY AGREEMENT

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

### RECITALS

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

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

**WHEREAS,** IPA has completed a Cluster Study and provided the results of said study to Interconnection Customer; and

**WHEREAS,** Interconnection Customer has requested IPA to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the Transmission System.

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in IPA’s GIP.
- 2.0 Interconnection Customer elects and IPA shall cause an Interconnection Facilities Study consistent with Section 8.0 of this GIP to be performed in accordance with the GIP and any associated Business Practices.
  - 2.1 Interconnection Customer shall provide (a) a demonstration of Site Control and (b) a Readiness Milestone Option or additional financial security payment in accordance with Section 8.1 of the GIP.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), schedule for required facilities to interconnect the Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, power flow issues identified in the Cluster

Study, as applicable, consistent with the type of Energy Resource Interconnection Service requested.

- 5.0 Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

IPA shall invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. IPA shall continue to hold the amounts on deposit until settlement of the final invoice.

- 6.0 Miscellaneous Provisions.

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

6.2 Accuracy of Information. The Interconnection Customer represents and warrants that, to the best of its knowledge and in accordance with Good Utility Practice, the information that it provides to the Transmission Provider in connection with this Interconnection Facilities Study Agreement and the Interconnection Facilities Study is accurate and complete. The Interconnection Customer acknowledges and accepts that it has a continuing obligation under this Interconnection Facilities Study Agreement to promptly provide IPA with any additional information required to update the information previously provided within no less two (2) Business Days.

6.3 Disclaimer of Warranty; Limitation of Liability and Release. In performing or causing the Interconnection Facilities Study to be performed, IPA may rely on the information provided by the Interconnection Customer and third parties, which IPA may not have any control over the veracity or accuracy of such information. For data, information and other studies submitted by the Interconnection Customer

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

INTERCONNECTION CUSTOMER DOES SO HEREBY ACKNOWLEDGE THAT IT HAS READ AND COMPREHENDED THE FOLLOWING PROVISIONS:

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

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

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

6.4 Representations and Warranties. Each Party makes the following representations, warranties and covenants:

6.4.1 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 Agreement 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 Agreement.

- 6.4.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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 political subdivisions of the State of Utah.
- 6.4.3 No Conflict. The execution, delivery and performance of this Agreement 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.
- 6.4.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

6.5 Force Majeure.

- 6.5.1 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 Section 6.5.2.
- 6.5.2 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 Section 6.5.1 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 non-consecutive 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.

- 6.6 Assignment. This Interconnection Facilities Study Agreement shall not be assigned, conveyed or transferred to any third party unless the provisions of Section 4.3 of the GIP have been satisfied and IPA consents to such assignment, conveyance or transfer in writing.
- 6.7 Governing Law. This Agreement was made and entered into in the State of Utah and shall be governed by, interpreted and enforced in accordance with the laws of the State of Utah, without regard to conflict of law principles.
- 6.8 Venue. All litigation arising out of, or relating to this Interconnection Facilities Study Agreement, shall be brought in a court of competent jurisdiction located in the State of Utah. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Utah and waive any defense of *forum non conveniens*.
- 6.9 Waivers. Any waiver, which such waiver must be in writing, at any time by any Party of its rights with respect to a default under this Interconnection Facilities Study Agreement, or with respect to any other matter arising in connection with said agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation in asserting or enforcing any right, shall not be deemed a waiver of such right.

- 6.10 Binding Effect. This Interconnection Facilities Study Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors or assigns, subject to Section 4.3 of the GIP.
  - 6.11 Attorney Fees and Costs. Both Parties agree that in any action to enforce the terms of this agreement that each Party shall be responsible for its own attorney fees and costs.
  - 6.12 Entire Agreement. This Interconnection Facilities Study Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter herein. This agreement may be amended only by a written document signed by both Parties.
  - 6.13 Signatures. This Agreement 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 IPA) and sent by e-mail shall be deemed original signatures.
- 7.0 Termination or Withdrawal. Any request to terminate or withdraw from a study, expressly excepting any request for an extension of time on the Interconnection Facilities Study not to exceed one year from the date that IPA commenced the study, shall be deemed as a withdrawal of the Interconnection Request in accordance with Section 3.7 of the GIP.
- 8.0 Term of Agreement. This agreement shall become effective on the day and year first above written and shall remain in effect for an initial term of one (1) year. The term of this agreement may be extended by mutual agreement of the Parties, provided, however, that in no event shall the total term of this agreement be longer than three (3) years from the day and year first above written.

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

INTERMOUNTAIN POWER AGENCY

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

INTERCONNECTION CUSTOMER

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

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

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

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

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING  
THE INTERCONNECTION FACILITIES STUDY**

IPA shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

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

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

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

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

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

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

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

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

What type of control system, control equipment, and/or PLC will be located at Interconnection Customer's Generating Facility?

---

What protocol does the control system or PLC use?

---

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

Physical dimensions of the proposed interconnection station:

---

Bus length from generation to interconnection station:

---

Line length from interconnection station to IPA's transmission line.

---

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

---

Number of third party easements required for transmission lines\*:

---

\* To be completed in coordination with IPA.

Is the Generating Facility in IPA's service area?

Yes       No      Local provider:

---

Please provide proposed schedule dates:

Begin Construction	Date: _____
Generator step-up transformer receives back feed power	Date: _____
Generation Testing	Date: _____
Commercial Operation	Date: _____

**APPENDIX 5 to GIP**  
**SURPLUS INTERCONNECTION SERVICE SYSTEM IMPACT STUDY AGREEMENT**

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

**RECITALS**

**WHEREAS**, in accordance with a request submitted to IPA on \_\_\_\_\_ Interconnection Customer is proposing to utilize Surplus Interconnection Service associated with a Generating Facility operating under an GIA between \_\_\_\_\_ (“Original Interconnection Customer”) and IPA dated \_\_\_\_\_;

**WHEREAS**, Interconnection Customer desires to utilize Surplus Interconnection Service of an existing Generating Facility interconnected with the Transmission System; and

**WHEREAS**, Interconnection Customer has requested IPA to perform a Surplus Interconnection Service System Impact Study to assess the impact of utilization of Surplus Interconnection Service on the Transmission System, and any Affected Systems.

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in IPA’s GIP.
- 2.0 Interconnection Customer elects and IPA shall cause to be performed a Surplus Interconnection Service System Impact Study consistent with Section 3 of this GIP and any associated Business Practices as posted on IPA on its OASIS site.
- 3.0 The scope of the Surplus Interconnection Service System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Surplus Interconnection Service System Impact Study will be performed based on the requirements of Section 3 of IPA’s GIP and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the GIP. IPA reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Surplus Interconnection Service System Impact Study. If Interconnection Customer modifies its Interconnection Request, or the technical information provided therein is modified, the time to complete the Surplus Interconnection Service System Impact Study may be extended.

5.0 The Surplus Interconnection Service System Impact Study report shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
- description and non-binding, good faith estimated cost of facilities required to interconnect the Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 IPA's good faith estimate for the time of completion of the Surplus Interconnection Service System Impact Study is \_\_\_\_\_, 20\_\_\_\_. Interconnection Customer's deposit for the Surplus Interconnection Service System Impact Study shall be the same \$10,000 provided by the Interconnection Customer as part of the Surplus Interconnection Service Request. IPA shall charge and Interconnection Customer shall pay the actual costs of the Surplus Interconnection Service System Impact Study.

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

7.0 Miscellaneous Provisions.

7.1 Indemnification. The 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 Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

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

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

7.3 Disclaimer of Warranty; Limitation of Liability and Release. In performing or causing the Surplus Interconnection System Impact Study to be performed, IPA may rely on the information provided by the Interconnection Customer and third parties, which IPA may not have any control over the veracity or accuracy of such information. For data, information and other studies submitted by the Interconnection Customer or obtained from third parties or industry sources, TRANSMISSION PROVIDER SHALL NOT BE LIABLE TO INTERCONNECTION CUSTOMER UNDER ANY CIRCUMSTANCES, UNDER ANY THEORY OF LIABILITY AT LAW OR IN EQUITY, WHETHER SUCH LIABILITY IS KNOWN OR UNKNOWN AT THE TIME OF SIGNING THIS AGREEMENT, OR ANY TIME THEREAFTER, FOR ANY DEATH, BODILY INJURY, AND LOSS OF USE OR DAMAGE OR DESTRUCTION OF ANY PROPERTY OR ANY BUSINESS INTERRUPTION, TO A THIRD PARTY OR TO INTERCONNECTION CUSTOMER.

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

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

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

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

- 7.4 Representations and Warranties. Each Party makes the following representations, warranties and covenants:
- 7.4.1 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 Agreement 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 Agreement.
- 7.4.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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.
- 7.4.3 No Conflict. The execution, delivery and performance of this Agreement 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.
- 7.4.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.
- 7.5 Force Majeure.
- 7.5.1 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 Section 7.5.2.

7.5.2 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 Section 7.5.1 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 non-consecutive 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.

7.6 Assignment. This Surplus Interconnection System Impact Study Agreement shall not be assigned, conveyed or transferred to any third party unless the provisions of Section 4.3 of the GIP have been satisfied and IPA consents to such assignment, conveyance or transfer in writing.

7.7 Governing Law. This Agreement was made and entered into in the State of Utah and shall be governed by, interpreted and enforced in accordance

with the laws of the State of Utah, without regard to conflict of law principles.

- 7.8 Venue. All litigation arising out of, or relating to this Surplus Interconnection System Impact Study Agreement, shall be brought in a court of competent jurisdiction located in the State of Utah. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Utah and waive any defense of *forum non conveniens*.
- 7.9 Waivers. Any waiver, which such waiver must be in writing, at any time by any Party of its rights with respect to a default under this Surplus Interconnection System Impact Study Agreement, or with respect to any other matter arising in connection with said agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation in asserting or enforcing any right, shall not be deemed a waiver of such right.
- 7.10 Binding Effect. This Surplus Interconnection System Impact Study Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors or assigns, subject to Section 4.3 of the GIP.
- 7.11 Attorney Fees and Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.
- 7.12 Entire Agreement. This Surplus Interconnection System Impact Study Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter herein. This Agreement may be amended only by a written document signed by both Parties.
- 7.13 Signatures. This Agreement 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 IPA) and sent by e-mail shall be deemed original signatures.
- 8.0 Term of Agreement. This agreement shall become effective on the day and year first above written and shall remain in effect for an initial term of one (1) year. The term of this agreement may be extended by mutual agreement of the Parties, provided, however, that in no event shall the total term of this agreement be longer than three (3) years from the day and year first above written.

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

INTERMOUNTAIN POWER AGENCY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[Insert name of Interconnection Customer]**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment A To Appendix 5  
Surplus Interconnection Service System Impact  
Study Agreement**

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

The Surplus Interconnection Service System Impact Study will be based upon the results of the Original Interconnection Customer's system impact study (if any) or Cluster Study, and the following assumptions:

Existing Point of Interconnection of Original Interconnection Customer:

Note: For Surplus Interconnection Service requests, the request cannot exceed the type of Interconnection Service already provided by the Original Interconnection Customer's GIA.

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

**APPENDIX 6 TO GIP**  
**GENERATOR INTERCONNECTION AGREEMENT (*SEE GIA*)**

**APPENDIX 7 TO GIP**

**INTERCONNECTION PROCEDURES FOR A**

**NON-SYNCHRONOUS GENERATING FACILITY**

This appendix sets forth procedures specific to all Non-Synchronous generating facilities. All other requirements of this GIP continue to apply to interconnections of Non-Synchronous facilities

**A. Special Procedures Applicable to Non-Synchronous Generation Facilities**

The Interconnection Customer, in completing the Interconnection Request required by section 3.3 of this GIP, may provide to IPA a set of preliminary electrical design specifications depicting the Non-Synchronous generating facility in terms of its megawatt output (MW or real power). Upon satisfying these and other applicable Interconnection Request conditions, the Non-Synchronous generating facility may enter the queue and receive the base case data as provided for in this GIP.

No later than six months after submitting an Interconnection Request completed in this manner, the Interconnection Customer must submit the following: (i) completed detailed electrical design specifications; (ii) a WECC approved standard study model (standard model) if available. If the standard model for a given technology is not yet available, then the Interconnection Customer can provide vendor-specific, user-written or an equivalent model with a source code algorithm in General Electric's Engineer Programming Control Language (EPCL) that can be compiled at run time by Power System Load Flow (PSLF) platform's internal compiler; however, once a standard model becomes available, the Interconnection Customer should begin furnishing such standard model; and (iii) other data (including collector system layout data) needed to allow IPA to complete the Cluster Study. If Non-Synchronous facility uses momentary cessation, considerations should be made to eliminate momentary cessation. If eliminating momentary cessation is not a feasible solution the model submitted must reasonably represent the momentary cessation according to WECC and NERC guidelines. Interconnection customer shall provide a model that reasonably represent the facility according to WECC guidelines 90 days prior to in service date and an "as-built" model for Non-Synchronous facility prior to Commercial Operation Date.

**Attachment A to Appendix 7  
Interconnection Data for  
Non-Synchronous Generating Plants**

**Solar Photovoltaic (PV) Specifications**

Technologies:  Thin Film PV  Monocrystalline PV  Polycrystalline PV  Other  
(Specify below)

---

Manufacturer, Model Name, and Number \_\_\_\_\_  
Total Number of PV Panels \_\_\_\_\_  
Rated Maximum Power Output (kW) \_\_\_\_\_ Summer \_\_\_\_\_ Winter  
Nominal Voltage (DC) \_\_\_\_\_ V

**Wind Specifications**

Technologies: \_\_\_\_\_ Type I \_\_\_\_\_ Type II \_\_\_\_\_ Type III \_\_\_\_\_ Type IV  
Other (Specify below)

---

Manufacturer, Model Name, and Number \_\_\_\_\_  
Total Number of PV Panels \_\_\_\_\_  
Rated Maximum Power Output (kW) \_\_\_\_\_ Summer \_\_\_\_\_ Winter  
Nominal Voltage (DC) \_\_\_\_\_ V

**Energy Storage Specifications**

Technologies: \_\_\_\_\_  
Duration \_\_\_\_\_ hrs  
If Project is PV and Storage: DC Coupled  AC Coupled   
Rated Maximum Power Output (kW) \_\_\_\_\_ Summer \_\_\_\_\_ Winter  
Nominal Voltage (DC) \_\_\_\_\_ V

**Inverter Specifications**

Manufacturer, Model Name, and Number \_\_\_\_\_  
Version Number \_\_\_\_\_  
Total Number of Inverters \_\_\_\_\_  
Voltage (DC) Input Range \_\_\_\_\_ V  
Maximum Voc (DC) \_\_\_\_\_ V  
Number of Phases \_\_\_\_\_  
AC Voltage Range \_\_\_\_\_ V  
Maximum Output Current per Phase \_\_\_\_\_ A  
Maximum Continuous Output Power \_\_\_\_\_ kW  
Nominal Output Frequency \_\_\_\_\_ Hz

Power Factor \_\_\_\_\_  
 Total Harmonic Distortion (THD) \_\_\_\_\_ %  
 Momentary Cessation used \_\_\_\_\_  
 High Voltage Momentary Cessation threshold \_\_\_\_\_ pu  
 Low Voltage Momentary Cessation threshold \_\_\_\_\_ pu  
 Time delay before inverter begins injecting current after momentary cessation, once the voltage has returned to within the momentary cessation voltage threshold \_\_\_\_\_ (milliseconds)  
 Ramp rate when recovering from momentary cessation \_\_\_\_\_ (%nameplate rating/sec)

High-Voltage Ride-Through (HVRT)		Low-Voltage Ride-Through (LVRT)	
Voltage (pu)	Time Delay (sec)	Voltage (pu)	Time Delay (sec)

High-Frequency Ride-Through (HFRT)		Low-Frequency Ride-Through (LFRT)	
Frequency (Hz)	Time Delay (sec)	Frequency (Hz)	Time Delay (sec)

**Isolation Transformer Specifications**

Low Side and High Side Voltages \_\_\_\_\_ / \_\_\_\_\_ kV  
 MVA Base \_\_\_\_\_ MVA Continuous Rating \_\_\_\_\_ MVA  
 Emergency Rating \_\_\_\_\_ MVA Reactance \_\_\_\_\_ % or \_\_\_\_\_ p.u  
 Transformer Connection \_\_\_\_\_ Number of Transformers \_\_\_\_\_

### Equipment Certifications

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

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

### Certification and Standards

1. IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems.
2. UL 1703 Standard for Safety, Flat-Plate Photovoltaic Modules and Panels
3. UL 1741 Standard for Inverters, Converters, and Controllers for Use in Independent Power Systems
4. IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems.

