ATTACHMENT L

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

STANDARD LARGE GENERATOR

INTERCONNECTION PROCEDURES (LGIP)

including

STANDARD LARGE GENERATOR

INTERCONNECTION AGREEMENT (LGIA)

Standard Large Generator

Interconnection Procedures (LGIP)

(Applicable to Generating Facilities that exceed 20 MW)

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Section 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Distribution System shall mean Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

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

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

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

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

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

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

FERC shall mean the Federal Energy Regulatory Commission (FERC or Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, pandemic or endemic, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

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

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

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

Generation Model and Performance Attestation shall mean a signed statement (1) attesting that Interconnection Customer accepts Transmission Provider's use of generic performance models for the Phase One Cluster Study; (2) acknowledging that validated detailed models required for the Phase Two Cluster Study must meet Transmission Provider's Technical Requirements for Interconnection and represent the performance characteristics of the Generating Facility; and (3) acknowledging that the proposed Generating Facility must be designed to meet performance requirements in Transmission Provider's Technical Requirements for Interconnection.

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

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

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

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

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

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

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

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

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

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

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

Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, Transmission Provider's Tariff.

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

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

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

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

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

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

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with an equal or later Queue Position.

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

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

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

Network Resource Interconnection Service shall mean an Interconnection Service that allows Interconnection Customer to integrate its Large Generating Facility with Transmission

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

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

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

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

Permissible Technological Advancement shall mean any new, upgraded, updated, or modified technological advancement proposed by an Interconnection Customer for incorporation in the design, construction, or operation of generation facilities that will not change the electrical characteristics of the Interconnection Request and will not require extensive studies to determine whether such a proposed change constitutes a Material Modification. Such permissible changes may include advancements to turbines, inverters, plant supervisory controls, or other technological advancements to equipment that will provide cost efficiency and/or electrical performance benefits, or, may affect a generating facility's ability to provide ancillary services. However, such Permissible Technological Advancements do not include any additions to or change in the generation technology or fuel type. For all Permissible Technological Advancements, Interconnection Customer must demonstrate that the proposed incorporation of the technological advancement would result in electrical performance that is equal to or better than the electrical performance expected with the technology originally proposed with Interconnection Customer's Interconnection Request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transmission Provider shall mean the Bonneville Power Administration that owns, controls, or operates facilities used for the transmission of electric energy in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from Transmission Provider.

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

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

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

Section 2. Scope and Application

2.1 Application of Standard Large Generator Interconnection Procedures

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

2.2 Comparability

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

2.3 Base Case Data

Transmission Provider shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on either its OASIS site or a password-protected website, subject to confidentiality provisions in LGIP Section 13.1. In addition, Transmission

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

2.4 No Applicability to Transmission Service

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

2.5 EIM Requirements

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

Section 3. Interconnection Requests

3.1 Interconnection Requests

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

Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. Interconnection Customer must submit the application fee with each Interconnection Request even when more than one request is submitted for a single site. Interconnection Customer may submit Co-Located Resources as separate Interconnection Requests or a single Interconnection Request.

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

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

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

3.2 Identification of Types of Interconnection Services

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

3.2.1 Energy Resource Interconnection Service

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

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

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

3.2.2 Network Resource Interconnection Service

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

3.2.2.2 The Study. The Interconnection Study for Network Resource Interconnection Service shall assure that Interconnection Customer's Large Generating Facility meets the requirements for Network Resource Interconnection Service and as a general matter, that such Large Generating Facility's interconnection is also studied with Transmission Provider's Transmission System at peak load, under a variety of severely stressed conditions, to determine whether, with the Large Generating Facility at

full output, the aggregate of generation in the local area can be delivered to the aggregate of load on Transmission Provider's Transmission System, consistent with Transmission Provider's reliability criteria and procedures. This approach assumes that some portion of existing Network Resources are displaced by the output of Interconnection Customer's Large Generating Facility. Network Resource Interconnection Service in and of itself does not convey any right to deliver electricity to any specific customer or Point of Delivery. Transmission Provider may also study the Transmission System under non-peak load conditions. However, upon request by Interconnection Customer, Transmission Provider must explain in writing to Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.3 Utilization of Surplus Interconnection Service

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

3.3.1 No Applicability to Transmission Service

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

3.3.2 Surplus Interconnection Service Requests

Studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original System Impact Study or Phase Two Cluster Study are not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the request for Surplus Interconnection

Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary.

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

(A) a cover letter stating: (i) the identity of Surplus Interconnection Customer, (ii) the existing Point of Interconnection that Surplus Interconnection Customer proposes to use for Surplus Interconnection Service, (iii) the identity of the existing Interconnection Customer, (iv) if Surplus Interconnection Customer is any entity other than the existing Interconnection Customer, Surplus Interconnection Customer's affiliation, if any, to the existing Interconnection Customer, (v) the amount of Surplus Interconnection Service Surplus Interconnection Customer seeks to use, and (vi) the expected In-Service Date of the Surplus Interconnection generating facility;

(B) (i) A deposit of $10,000, (ii) evidence of Site Control in a form reasonably acceptable to Transmission Provider, and (iii) Demonstration that the site for which Surplus Interconnection Customer has Site Control is suitable for Surplus Interconnection Customer's Generating Facility in a form reasonably acceptable to Transmission Provider, including evidence that such site is sufficient for Surplus Interconnection Customer's Generating Facility in accordance with Good Utility Practice. Such deposit shall be applied toward any Surplus Interconnection Studies pursuant to the Surplus Interconnection Service Request.

(C) Modeling data (in a format acceptable to Transmission Provider) and project one line diagram for the Surplus Interconnection Service Request;

(D) A letter of intent, signed by the existing Interconnection Customer, indicating: (i) the existing Interconnection Customer's intent to allow a specified portion of its Interconnection Service to be used by Surplus Interconnection Customer, (ii) the specified amount of Surplus Interconnection Service that the existing Interconnection Customer is making available, (iii) the date when the Surplus Interconnection Service will be available, (iv) the conditions under which such Surplus Interconnection Service may be used, and (v) the letter must also include a statement that the existing Interconnection Customer is waiving its priority right, on behalf of itself and any affiliate to utilize the Surplus Interconnection Service, only if Surplus Interconnection

Customer is any entity other than the existing Interconnection Customer or an affiliate of the existing Interconnection Customer.

3.3.4 Acknowledgement of the Surplus Interconnection Service Request

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

3.3.5 Surplus Interconnection Service Queue

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

3.3.6 Deficiencies in the Surplus Interconnection Service Request

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

3.3.7 Surplus Interconnection Service Scoping Meeting

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

The purpose of the Surplus Scoping Meeting shall be to discuss the Surplus Interconnection Service that the existing Interconnection Customer is making available at such Point of Interconnection, and to exchange information including any studies and transmission data that would reasonably be expected to impact such interconnection. Surplus Scoping Meeting attendees will bring to the meeting any studies that may have been performed for the existing

Interconnection Customer, any existing LGIA, and such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. Meeting attendees will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for it. On the basis of the meeting, Surplus Interconnection Customer shall provide to Transmission Provider its preferred plan of service for its use of Surplus Interconnection Service.

3.3.8 Environmental Study Agreement

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

3.3.9 Withdrawal of the Surplus Interconnection Service Request

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

Withdrawal shall result in the loss of Surplus Interconnection Customer's Queue Position. If Surplus Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, Surplus Interconnection Customer's Surplus Interconnection Service Request is eliminated from the queue until

such time that the outcome of Dispute Resolution would restore its Queue Position. A Surplus Interconnection Customer that withdraws or is deemed to have withdrawn its Surplus Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently incurs with respect to that Surplus Interconnection Request prior to Transmission Provider's receipt of notice described above. Surplus Interconnection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Surplus Interconnection Study data or results.

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

3.3.10 Surplus Interconnection Service System Impact Study Agreement

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

3.3.10.1 Surplus Interconnection Customer shall execute the Surplus System Impact Study Agreement and deliver the executed Surplus System Impact Study Agreement to Transmission Provider no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and a $50,000 deposit. If Surplus Interconnection

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

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

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

3.3.11 Surplus Interconnection Service Facilities Study Agreement

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

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

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

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

3.3.12 Surplus Interconnection Service Agreement

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

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

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

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

3.4 Valid Interconnection Request

3.4.1 Initiating an Interconnection Request

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

(i) A completed application in the form of Appendix 1 (including applicable technical information);

(ii) A non-refundable application fee required pursuant to Section 3.1 of this LGIP;

(iii) Evidence of Site Control;

(iv) Demonstration that the site for which Interconnection Customer has Site Control is suitable for Interconnection Customer's Generating Facility in a form reasonably acceptable to Transmission Provider, including evidence that such site is sufficient for Interconnection Customer's Generating Facility in accordance with Good Utility Practice, and is effective through the Commercial Operation Date of the Large Generating Facility;

(v) Generation Model and Performance Attestation.

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

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

3.4.2 Acknowledgment of Interconnection Request

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

3.4.3 Deficiencies in Interconnection Request

Interconnection Customer shall provide Transmission Provider all items in Section 3.4.1. An Interconnection Request will not be considered to be a valid request until all items in Section 3.4.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.4.1, Transmission Provider shall notify Interconnection Customer within twenty (20) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request and is deemed withdrawn.

3.4.4 Scoping Meeting

During the Customer Engagement Window, Transmission Provider shall hold a Cluster Scoping Meeting for all Interconnection

Customers whose valid Interconnection Requests were received during the Cluster Request Window.

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

The purpose of the Cluster Scoping Meeting shall be to discuss general information regarding the applicable Cluster Study size (e.g. MW and number of Interconnection Requests in the Cluster), provide a general overview of the Cluster Study process, to exchange information, including transmission data and earlier study and Cluster Study evaluations, that would be reasonably expected to affect the applicable Cluster Study, and to discuss the Cluster materials posted to OASIS pursuant to Section 6.2. If Interconnection Customer provides a requested Point of Interconnection in the application (optional), Transmission Provider will use Reasonable Efforts to discuss the Point of Interconnection generally at the Cluster Scoping Meeting, to the extent that these meetings will not delay the start of the Phase One Cluster Study. Transmission Provider and Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. The duration of the meeting shall be sufficient to accomplish its purpose.

3.4.5 Environmental Study Agreement

As soon as practicable, Transmission Provider shall tender to Interconnection Customer an environmental study agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform environmental review of the proposed interconnection, including review under the NEPA, and setting

forth Interconnection Customer's responsibilities in connection with such environmental review. Interconnection Customer shall execute and return the environmental study agreement within 30 Calendar Days of receipt or its Interconnection Request shall be deemed withdrawn and the unexpended amount of its deposit, if any, shall be returned.

3.5 OASIS Posting

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

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

3.5.2.1 Phase One Cluster Study Processing Time

(A) Number of Interconnection Requests that had Phase One Cluster Studies completed within Transmission Provider's

coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Phase One Cluster Studies completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than one hundred twenty (120) Calendar Days after the close of the Customer Engagement Window,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Phase One Cluster Studies where such Interconnection Request had executed a Phase One Cluster Study Agreement more than one hundred twenty (120) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Phase One Cluster Studies completed within Transmission Provider's coordinated region during the reporting quarter, from the close of the Customer Engagement Window to the date when Transmission Provider provided the completed Phase One Cluster Study Report to Interconnection Customer,

(E) Percentage of Phase One Cluster Studies exceeding one hundred twenty (120) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.2.1(B) plus 3.5.2.1(C) divided by the sum of 3.5.2.1(A) plus 3.5.2.1(C)).

3.5.2.2 Phase Two Cluster Study Processing Time

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

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

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Phase Two Cluster Studies one hundred eighty (180) Calendar Days after Transmission Provider notifies Interconnection Customer in the Cluster of the commencement of the Phase Two Cluster Study,

(D) Mean time (in days), Phase Two Cluster Studies completed within Transmission Provider's coordinated region during the reporting quarter, from the commencement of the Phase Two Cluster Study to the date when Transmission Provider provided the completed Phase Two Cluster Study Report to Interconnection Customer,

(E) Percentage of Phase Two Cluster Studies exceeding one hundred eighty (180) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.2.2(B) plus 3.5.2.2(C) divided by the sum of 3.5.2.2(A) plus 3.5.2.2(C)).

3.5.2.3 Interconnection Facilities Studies Processing Time

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

(B) Number of Interconnection Requests that had Interconnection Facilities Studies that were completed within Transmission Provider's coordinated region during the reporting quarter that were completed later than the completion schedule in Interconnection Customer's executed Interconnection Facilities Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Service requests with ongoing incomplete Interconnection Facilities Studies where such Interconnection Requests had executed Interconnection Facilities Studies Agreement received by Transmission Provider before the reporting quarter end,

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

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

3.5.2.4 Interconnection Requests Withdrawn from Interconnection Queue

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

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

(C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of the Phase Two Cluster Study,

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

(E) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue after execution of a generator interconnection agreement,

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

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

3.5.4 In the event that any of the values calculated in paragraphs 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeds 25 percent for two consecutive calendar quarters, Transmission Provider will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this information until Transmission Provider reports four consecutive calendar quarters

without the values calculated in 3.5.2.1(E), 3.5.2.2 (E) or 3.5.2.3(E) exceeding 25 percent for two consecutive calendar quarters:

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

(ii) Transmission Provider may aggregate the total number of employee-hours and third party consultant hours expended towards interconnection studies within its coordinated region that quarter and post on OASIS or its website. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. This information is to be posted within 30 days of the end of the calendar quarter.

3.6 Coordination with Affected Systems

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

3.7 Withdrawal

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 13.5 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an

explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice from Transmission Provider, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to notify Transmission Provider of its intent to pursue Dispute Resolution.

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

In the case of a withdrawal, Transmission Provider shall

(i) Update OASIS as appropriate and

(ii) Issue any refund to Interconnection Customer, if applicable as specified in Section 13.3.

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

3.7.1 [Reserved]

3.8 Identification of Contingent Facilities

3.8.1 In General

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

3.8.2 Baseline Assumptions

Transmission Provider uses a technical screening process to identify Contingent Facilities, which includes starting with the baseline

assumption that the following are in service: (i) Generating Facilities that are directly interconnected to the Transmission System; (ii) Generating Facilities that are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) Generating Facilities that have a pending higher queued Interconnection Request to interconnect to the Transmission System and their associated Interconnection Facilities and Network Upgrade requirements; (iv) Generating Facilities that have no Queue Position, but have executed an interconnection agreement; (v) Facilities or upgrade requirements to the extent they have an impact on the Generating Facilities ability to operate; and (vi) Transmission Provider's transmission expansion plan components, or the transmission expansion plan components of third-party transmission providers, to the extent they have an impact on the Interconnection Request.

3.8.3 Technical Screening Process

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

(i) **Step 1, Identify Potential Contingent Facilities.** Transmission Provider will review all applicable Interconnection Study results for higher queued Interconnection Requests to identify any unbuilt Interconnection Facilities and/or Network Upgrades as potential Contingent Facilities to be evaluated pursuant to Steps 2-5 below.

(ii) **Step 2, Remove a Potential Contingent Facility and Perform Applicable Contingency Analyses.** Transmission Provider will take a potential Contingent Facility out of service in its study model and: (a) perform steady state, short circuit, voltage stability, and/or transient stability analyses to determine if the Transmission System demonstrates acceptable pre- and post-contingency system performance, in accordance with current Transmission Provider, WECC, NERC, or Reliability Coordinator criteria or standards; and (b) document the resulting Transmission System performance deficiencies following the analysis in Step 2(a).

(iii) **Step 3, Add the Proposed Generating Facility into Model and Rerun Contingency Analyses.** Transmission Provider will add the proposed Generating Facility into the model after taking the potential Contingent Facility out of service as provided in Step 2 above, and: (a) perform the same analysis for the added proposed Generating Facility as the analysis outlined in Step 2(a) for the removed potential Contingent

Facility; and (b) document the resulting Transmission System performance deficiencies following the analysis in Step 3(a).

(iv) **Step 4, Apply Threshold and Categorize.** If the Transmission System performance deficiencies observed in Step 3(b) are: (a) exacerbated by one percent (1%) or greater than the Transmission System performance deficiencies initially observed in Step 2(b), then the potential Contingent Facility that is individually evaluated in Step 2 will be deemed a Contingent Facility; or (b) exacerbated by less than one percent (1%) than the Transmission System performance deficiencies initially observed in Step 2(b) so long as the impact allows all equipment to remain below equipment rating, then the potential Contingent Facility that is individually evaluated in Step 2 will not be deemed a Contingent Facility.

(v) **Step 5, Repeat for Each Identified Potential Contingent Facility.** Transmission Provider will repeat Steps 2-4 for each potential Contingent Facility identified in Step 1.

(vi) **Per Se Contingent Facilities.** Notwithstanding Steps 1-5, an Interconnection Facility or Network Upgrade of a higher-queued Interconnection Request shall automatically be deemed a Contingent Facility if such Interconnection Facility or Network Upgrade would be necessary for the proper functioning of the proposed Generating Facility (as defined in the LGIA).

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

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

Section 4. Interconnection Request Evaluation

Once an Interconnection Customer has submitted a valid Interconnection Request pursuant to Section 3.4, such Interconnection Request shall be admitted

to Transmission Provider's queue for further processing pursuant to the following procedures.

4.1 Queue Position

4.1.1 Assignment of Queue Position

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

4.1.2 Senior Queue Position

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

4.2 General Study Process

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

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

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

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

4.2.2 Study Cost Allocation. Transmission Provider shall determine each Interconnection Customer’s share of the cost of a Cluster Study by

allocating: (1) fifty percent (50%) of the applicable study costs to Interconnection Customers on a per capita basis based on the number of Interconnection Requests included in the applicable Cluster; and (2) fifty percent (50%) of the applicable study costs to Interconnection Customers on a pro-rata basis based on the total megawatts of Generating Facility Capacity requested to be studied in the applicable Cluster.

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

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

a) Station equipment Network Upgrades, including all switching stations, shall be allocated based on the number of Generating Facilities Interconnecting at an individual station on a per capita basis (i.e. on a per Interconnection Request basis). If multiple Interconnection Customers are connecting to Transmission Providers System through a single Interconnection Customer's Interconnection Facility (i.e. sharing Interconnection Customer's Interconnection Facility connecting to Transmission Provider's Interconnection Facility(ies), those Interconnection Customers shall be considered one Interconnection Customer for the per capita calculation described in the preceding sentence. Shared Transmission Provider's Interconnection Facilities shall be allocated based on the number of Generating Facilities sharing that Transmission Provider's Interconnection Facility on a per capita basis.

b) The allocation of costs for Network Upgrades other than those identified in Section 4.2.3 (a) shall be as follows: Interconnection Customers within a Cluster that have requested Energy Resource

Interconnection Service shall bear their allocable share of the cost of Network Upgrades necessary to provide such service. Interconnection Customers within a Cluster Study that have requested Network Resource Interconnection Service shall bear their allocable share of the cost of Network Upgrades necessary to provide such service. Such allocation shall be based on the proportional capacity of each individual Generating Facility in the Cluster requiring such Network Upgrades in accordance with the process provided in Sections 6.4 and 7.3.

c) Costs of Transmission Provider's Interconnection Facilities are directly assigned to Interconnection Customer(s) using such facilities.

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

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

4.3 Transferability of Queue Position

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

4.4 Modifications

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

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

Notwithstanding the above, during the course of the Interconnection Studies, either Interconnection Customer or Transmission Provider may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to Transmission Provider and Interconnection Customer, such acceptance not to be unreasonably withheld, Transmission Provider shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.7(e), Section 7.6(f), and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

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

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

Section 1 contains a definition of Permissible Technological Advancement.

4.4.3 Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2, and 4.4.5, Interconnection Customer may first request that Transmission Provider evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, Transmission Provider shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Notwithstanding Section 4.4.4, Interconnection Customer may request, and Transmission Provider shall evaluate within sixty (60) Calendar Days, the addition of a Co-Located Resource if the addition of the Co-Located Resource does not increase the requested Interconnection Service level. Any change to the Point of Interconnection, except those deemed acceptable under Sections 3.1, 4.4.1, or so allowed elsewhere, shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.4 Upon receipt of Interconnection Customer's request for modification permitted under this Section 4.4, Transmission Provider shall commence and perform any necessary additional studies as soon as practicable, but in no event shall Transmission Provider commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost. Any such modification of the Interconnection Request must be accompanied by any resulting updates to the models described in Attachment A to Appendix 1 of this LGIP.

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

4.4.6 **Technological Change Procedure**
At any time prior to the return of the executed Interconnection Facility Study Agreement to Transmission Provider, Interconnection Customer may request a modification under this Section 4.4.6, for incorporation of a technological advancement into its Generating Facility. To complete that request, Interconnection Customer shall submit the following to Transmission Provider:

1) A written technological advancement request, specifying the change in technology Interconnection Customer seeks to incorporate into its Interconnection Request;

2) A $10,000 deposit;

3) An updated version of the Interconnection Request for a Large Generating Facility, found in Appendix 1 of this LGIP, that reflects the data associated with the change in technology that Interconnection Customer seeks to incorporate;

4) Any analysis Interconnection Customer has that demonstrates how incorporation of the proposed technological advancement would (i) result in electrical performance that is equal to or better than the electrical performance expected prior to the technological change, and (ii) not cause any reliability concerns; and,

5) To the extent applicable, updated modeling data in PowerWorld or GE PSLF format, or in such other format as Transmission Provider may agree to accept.

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

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

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

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

Section 5. New Transmission Provider

5.1 [Reserved]

5.2 New Transmission Provider

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

Section 6. Phase One Cluster Study

6.1 Phase One Cluster Study Agreement

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

6.1.1 Phase One Cluster Study Deposit

Interconnection Customer shall submit to Transmission Provider a deposit of:

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

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

6.2 Customer Engagement Window

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

Transmission Provider shall use Reasonable Efforts to hold a Scoping Meeting for all interested Interconnection Customers within the first ten (10) Business Days of the start of the Customer Engagement Window. During the Customer Engagement Window, Transmission Provider will use Reasonable Efforts to provide to each Interconnection Customer a non-binding good faith estimate of such Interconnection Customer's share of the cost and the timeframe for completing the Phase One Cluster Study.

6.2.2 [Reserved]

6.3 Execution of Phase One Cluster Study Agreement

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

6.4 Scope of Phase One Cluster Study

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

(i) are existing and directly interconnected to the Transmission System;

(ii) are existing and interconnected to Affected Systems and may have an impact on the Interconnection Request;

(iii) have a pending senior queued Interconnection Request or are in a senior queued Cluster to interconnect to the Transmission System; and

(iv) have executed an LGIA.

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

The Phase One Cluster Study shall consist of a short circuit analysis, a power

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

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

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

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

6.5 Phase One Cluster Study Procedures

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

a) Transmission Provider may segment and perform Cluster Studies according to geographically and/or electrically relevant areas on Transmission Provider's Transmission System ("Cluster Area"). Cluster Areas shall be determined by Transmission Provider during the Phase One Cluster Study

and shall be based on the valid Interconnection Requests that are submitted during the Cluster Request Window for which there is an executed Phase One Cluster Study Agreement.

b) Unless Cluster Re-Studies are required pursuant to Section 6.7, Transmission Provider shall use Reasonable Efforts to complete the Phase One Cluster Study within one-hundred twenty (120) Calendar Days of the close of the Customer Engagement Window.

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

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

6.6 Customer Review Period and Commercial Readiness Options

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

(a) Issue a Phase One Cluster Study Report (or, as applicable, Cluster Re-Study Report) to each Interconnection Customer and post such report on its OASIS.

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

6.6.1 An Interconnection Customer in the applicable Cluster wishing to proceed to a Phase Two Cluster Study must submit one of the following Commercial Readiness Milestone Options totaling the requested Interconnection Service amount, where applicable, to

Transmission Provider no later than the completion of the Customer Review Period following the Phase One Cluster Study:

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

b) Documentation from a Load-Serving Entity, commercial, industrial, large end-use customer, competitive retail supplier, power marketer, or other wholesale buyer of active negotiations (or the equivalent, e.g. for an ongoing relationship) for purchase of the output of the Large Generating Facility. During the Phase Two Customer Review Period, Interconnection Customer shall provide documentation that they continue to meet commercial readiness by providing evidence of another Commercial Readiness Milestone (e.g., executed term sheet under Section 6.6.1(a) of this LGIP);

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

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

e) Site specific purchase order for Generating and/or Interconnection Facilities equipment specific to the Queue Position;

f) Documentation from Interconnection Customer of reasonable evidence of transmission service reservation (or comparable evidence) for the Generating Facility. Transmission Provider in its sole discretion may evaluate individual facts and circumstances of reasonable evidence of transmission service that originates from the Point of Interconnection, such as: a confirmed

Long-Term firm transmission service reservation, confirmed Long-Term conditional firm transmission service reservation with roll over rights, designation of a Network Resource (DNR), a long-term confirmed redirect, or a Long-Term firm transmission service offer that will be confirmed following a transmission expansion project that has been securitized; or,

g) In lieu of submitting evidence of a Commercial Readiness Milestone as specified above in Sections 6.6.1(a)-(f), Interconnection Customer shall provide a Commercial Readiness Deposit equal to two times the Interconnection Requests Phase Two Cluster Study deposit up to a maximum of $500,000, made in the form of a cash deposit, irrevocable letter of credit, or deposit into an escrow account that is established by Interconnection Customer. Transmission Provider will refund the Commercial Readiness Deposit to Interconnection Customer according to Sections 13.3.2 and 13.3.3 of this LGIP.

h) If Interconnection Customer's Commercial Readiness Milestone demonstration as specified in Sections 6.6.1(a)-(f) does not meet the total requested Interconnection Service amount where applicable, Interconnection Customer shall supplement their Commercial Readiness Milestone with a Commercial Readiness Deposit in Section 6.6.1(g) that is reduced by a percentage based on the amount already demonstrated.

6.6.2 An Interconnection Customer in the applicable Cluster wishing to proceed to a Phase Two Cluster Study must submit validated detailed models, in a format acceptable to Transmission Provider, representing the Generating Facility to Transmission Provider no later than the completion of the first Customer Review Period following the initial Phase One Cluster Study.

6.6.3 An Interconnection Customer in the applicable Cluster wishing to proceed to a Phase Two Cluster Study shall re-demonstrate Site Control that was provided in Section 3.4.1 (iii) and (iv).

6.6.4 After the close of the Customer Review Period, Transmission Provider shall use Reasonable Efforts to confirm each Large Generation Interconnection Customer in the applicable Cluster has submitted documentation that it has met one of the Commercial Readiness Milestone Options in Section 6.6.1, the validated detailed models in Section 6.6.2, and re-demonstration of Site Control in Section 6.6.3.

6.7 Phase One Cluster Study Withdrawals and Re-Studies

a) If no Interconnection Customer in the applicable Cluster withdraws from the Cluster after completion of the Phase One Cluster Study or a Cluster Re-Study, or is deemed withdrawn pursuant to Section 3.7, Transmission Provider shall electronically notify Interconnection Customers in the Cluster within twenty-five (25) Business Days of the close of the Customer Review Period that a Cluster Re-Study is not required.

b) If one or more Interconnection Customer withdraw(s) from the Cluster, Transmission Provider shall have thirty (30) Business Days following the Customer Review Period to determine if a Cluster Re-Study is necessary. If Transmission Provider determines a Cluster Re-Study is not necessary, Transmission Provider shall provide an updated Phase One Cluster Study Report within thirty (30) Calendar Days of such determination. When the updated Cluster Study Report is issued, Transmission Provider shall electronically notify Interconnection Customers in the Cluster that a Cluster Re-Study is not required.

c) If Transmission Provider determines a Cluster Re-Study is necessary, Transmission Provider will continue with such Cluster Re-Studies as described in Section 6.7(d) below, until Transmission Provider determines that no further Cluster Re-Studies are required.

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

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

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

Customers, any cost of a Cluster Re-Study shall be borne by Interconnection Customer(s) in the Cluster that are being re-studied.

Section 7. Phase Two Cluster Study

7.1 Phase Two Cluster Study Agreement

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

7.1.1 Scope of Phase Two Cluster Study Deposit

Interconnection Customer shall submit to Transmission Provider a deposit of:

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

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

7.2 Execution of Phase Two Cluster Study Agreement

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

7.3 Scope of Phase Two Cluster Study

The Phase Two Cluster Study shall evaluate the impact of all proposed Interconnection Requests in the applicable Cluster on the reliability of the

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

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

The Phase Two Cluster Study Report will state (i) the assumptions upon which it is based; (ii) the results of the analyses; and (iii) the requirements or potential impediments to providing the Interconnection Service requested by each Interconnection Customer in the Cluster, including a good faith estimate of each Interconnection Customer's share of the cost and the non-binding estimated time to construct. The Phase Two Cluster Study Report shall identify Interconnection Facilities and Network Upgrades expected to be required to reliably interconnect the Generating Facilities in that Phase Two Cluster Study at the requested Interconnection Service level and shall provide non-binding cost estimates for any required Interconnection Facilities and Network Upgrades. The Phase Two Cluster Study Report shall identify each applicable Interconnection Customer's estimated allocated costs for Transmission Provider's Interconnection Facilities and Network Upgrades pursuant to the methodology in Sections 4.2.2 and 4.2.3. The Phase Two Cluster Study Report will provide study results based on Cluster Areas or Scalable Plan Blocks if applicable and not on an individualized basis.

7.4 Phase Two Cluster Study Procedures

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

a) Transmission Provider may segment and perform Cluster Studies according to geographically and/or electrically relevant areas on Transmission Provider's Transmission System ("Cluster Area").

b) Unless Cluster Re-Studies are required pursuant to Section 7.6, Transmission Provider shall use Reasonable Efforts to complete the Phase Two Cluster Study within one-hundred eighty (180) Calendar Days from the commencement of the Phase Two Cluster Study.

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

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

7.5 Phase Two Customer Review Period

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

(a) Issue a Phase Two Cluster Study Report (or, as applicable, Cluster Re-Study Report) to each Interconnection Customer and post such report on its OASIS.

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

(c) Share the good faith estimated cost and schedule of performing the Facilities Study for each Network Upgrade identified in the Phase Two Cluster Study or Cluster Re-Study Report.

(d) Determine if there are any withdrawals or re-studies required in accordance with Section 7.6.

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

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

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

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

d) Site specific purchase order for Generating and/or Interconnection Facilities equipment specific to the Queue Position;

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

f) In lieu of submitting evidence as specified above in Sections 7.5.1(a)-(e), Interconnection Customer shall provide a Commercial Readiness Deposit equal to twenty percent (20%) of the Network Upgrade costs allocated to Interconnection Customer in the Phase Two Cluster Study Report less any amounts already paid as a Commercial Readiness Deposit for the Phase Two Cluster Study pursuant to Section 6.6.1(g).

Commercial Readiness Deposits shall be made in the form of a cash deposit, irrevocable letter of credit, or deposit into an escrow account that is established by Interconnection Customer. Transmission Provider will refund the Commercial Readiness Deposit in accordance with Sections 13.3.2 and 13.3.3 of this LGIP.

g) If Interconnection Customer's Commercial Readiness Milestone demonstration as specified in Sections 7.5.1(a)-(e) does not meet the total requested Interconnection Service amount where applicable, Interconnection Customer shall supplement their Commercial Readiness Milestone with a Commercial Readiness Deposit in Section 7.5.1(f) that is reduced by a percentage based on the amount already demonstrated.

7.5.2 An Interconnection Customer in the applicable Cluster shall provide technical data to Transmission Provider prior no later than the completion of the Customer Review Period.

7.5.3 An Interconnection Customer in the applicable Cluster wishing to proceed to a Facilities Study shall re-demonstrate Site Control that was provided in Section 3.4.1 (iii) and (iv).

7.5.4 After the close of the Customer Review Period, Transmission Provider shall use Reasonable Efforts to confirm each Interconnection Customer in the applicable Cluster has submitted documentation that Interconnection Customer has met one of the Commercial Readiness Milestone Options in Section 7.5.1, analysis required in Section 7.5.2, and re-demonstration of Site Control in Section 7.5.3.

7.6 Phase Two Cluster Study Withdrawals and Re-Studies

(a) If no Interconnection Customer in the applicable Cluster withdraws (or is deemed withdrawn) from the Cluster after completion of the Phase Two Cluster Study or a Cluster Re-Study, Transmission Provider shall electronically notify Interconnection Customers in the applicable Cluster within twenty-five (25) Business Days of the close of the Customer Review Period that a Cluster Re-Study is not required.

(b) If one or more Interconnection Customer withdraw(s) from the Cluster, or is deemed to have withdrawn from the Cluster, Transmission Provider shall have thirty (30) Business Days following the Customer Review Period to determine if a Cluster Re-Study is necessary. If Transmission Provider determines a Cluster Re-Study is not necessary, Transmission Provider shall provide an updated Phase Two Cluster Study Report within thirty (30) Calendar Days of such determination. When the updated Phase Two Cluster Study Report is issued, Transmission Provider shall electronically notify

Interconnection Customers in the Cluster that a Cluster Re-Study is not required.

(c) If Transmission Provider determines a Cluster Re-Study is necessary, Transmission Provider will continue with such Cluster Re-Studies as described in Section 7.6 (d) below, until Transmission Provider determines that no further Cluster Re-studies are required.

(d) The scope of any Cluster Re-Study shall be consistent with the scope of the initial Cluster Study pursuant to Section 7.3. Transmission Provider shall use Reasonable Efforts to complete the Cluster Re-Study for all Cluster Areas within one-hundred eighty (180) Calendar Days of the commencement of the first Cluster Re-Study. Transmission Provider shall commence a Customer Review Period for the Cluster Re-Study and hold an open meeting ("Cluster Re-Study Meeting") within ten (10) Business Days of posting the Cluster Re-Study Reports on OASIS.

(e) If additional Cluster Re-Studies are required, Interconnection Customer and Transmission Provider shall follow the procedures of this Section 7.6 until such time that Transmission Provider determines that no further Cluster Re-Studies are required. Transmission Provider shall electronically notify Interconnection Customers in the Cluster when no further Cluster Re-Studies are required.

(f) If Transmission Provider determines that a Cluster Re-Study other than the Cluster Re-Study described in Section 7.6 (a) - (d) is required, Transmission Provider shall notify Interconnection Customers in the Cluster in writing (which may include electronic notification). Transmission Provider shall use Reasonable Efforts to complete such Cluster Re-Study within one-hundred eighty (180) Calendar Days from the date of such notice. Except as provided in Section 3.7 in the case of withdrawing Interconnection Customers, any cost of Cluster Re-Study shall be borne by Interconnection Customer(s) in the Cluster that are being re-studied.

Section 8. Interconnection Facilities Study

8.1 Interconnection Facilities Study Agreement

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

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

8.2 Scope of Interconnection Facilities Study

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

8.3 Interconnection Facilities Study Procedures

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

At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection Facilities Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection Facilities Study. If Transmission Provider is unable to complete the Interconnection Facilities Study and issue a draft Interconnection

Facilities Study report within the time required, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

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

8.4 Meeting with Transmission Provider

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

8.5 Re-Study

If Transmission Provider determines that Re-Study of the Interconnection Facilities Study is required, Transmission Provider shall so notify Interconnection Customer in writing. Transmission Provider shall make Reasonable Efforts to ensure such Re-Study shall take no longer than sixty (60) Calendar Days from the date of notice. Re-Studies that require rerunning the Cluster Study analysis may take longer than sixty days. Except as provided in Section 3.7 in the case of withdrawing Interconnection Customers, any cost of Re-Study shall be borne by Interconnection Customer being re-studied.

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

Prior to executing an LGIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Provider shall offer Interconnection Customer, an E&P Agreement that authorizes Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones

or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter Interconnection Customer's Queue Position or In-Service Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

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

Section 10. [Reserved]

Section 11. Standard Large Generator Interconnection Agreement (LGIA)

11.1 Tender

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

11.2 Negotiation

Notwithstanding Section 11.1, at the request of Interconnection Customer Transmission Provider shall begin negotiations with Interconnection Customer concerning the appendices to the LGIA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement. Transmission Provider will decide whether to offer a final LGIA after it completes a record of decision under NEPA, or other appropriate NEPA document, concerning the interconnection of the Large Generating Facility. Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender of the

final Interconnection Facilities Study report. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft LGIA pursuant to Section 11.1 or initiate Dispute Resolution procedures pursuant to Section 13.5. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the LGIA or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of draft LGIA, it shall be deemed to have withdrawn its Interconnection Request. If Transmission Provider decides to offer a final LGIA, Transmission Provider shall provide to Interconnection Customer a final LGIA within fifteen (15) Business Days after the date on which i) Transmission Provider has completed the record of decision or other NEPA document; or ii) the Parties have completed the negotiation process, whichever is later.

11.3 Execution

Within fifteen (15) Business Days after receipt of the final LGIA, Interconnection Customer shall provide Transmission Provider: (A) reasonable evidence of continued Site Control or (B) posting of $250,000, non-refundable additional security, which shall be applied toward future construction costs. At the same time, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, at Interconnection Customer election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; or (v) application for an air, water, or land use permit.

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

11.4 Commencement of Interconnection Activities

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

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

12.1 Schedule

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

12.2 Construction Sequencing

12.2.1 General

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

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

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

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

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

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

12.2.4 Amended Interconnection Study

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

Section 13. Miscellaneous

13.1 Confidentiality

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

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

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

13.1.1 Scope

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party;

(2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the LGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the

LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

13.1.2 Release of Confidential Information

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

13.1.3 Rights

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

13.1.4 No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential

Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care

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

13.1.6 Legally Required Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of the LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. If Confidential Information concerning a Transmission Owner or Interconnection Customer is requested from Transmission Provider under the Freedom of Information Act (5 U.S.C. § 552), Transmission Provider shall provide the other Party with prompt notice of the request and opportunity for the Party to submit the Party's view on whether the Confidential Information is exempt from disclosure under FOIA. Transmission Provider may disclose such Confidential Information which, in the opinion of its counsel, Transmission Provider is legally compelled to disclose under FOIA.

13.1.7 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party shall be entitled to equitable relief to the extent permitted under applicable law, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the

Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

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

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

Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

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

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

13.2 Delegation of Responsibility

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

13.3 Obligation for Study Costs and Refunds

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

13.3.2 In the event of Interconnection Customer’s withdrawal pursuant to Section 3.7, Transmission Provider shall refund to Interconnection Customer the refundable portion of the following charges: (a) any study deposit paid pursuant to Sections 6.1.1, 7.1.1, and 8.1; (b) Commercial Readiness Deposit paid pursuant to Section 6.6.1(g) and

Section 7.5.1(f). Such refundable portion for study deposits made under Sections 6.1.1, 7.1.1, and 8.1 shall be any amount that exceeds Interconnection Customer's share of the costs that Transmission Provider has incurred including interest, calculated from the date the study deposit is received until the date a refund is made, at a rate equivalent to what Transmission Provider would earn on interest income as specified for the most recent Bonneville Transmission rate case and documented in the Transmission Revenue Requirement Study Documentation, or its successor. Such refundable portion of Commercial Readiness Deposits made in lieu of an Interconnection Customer providing evidence of Commercial Readiness Milestone Options under Sections 6.6.1 and7.5.1, Transmission Provider shall be for any unspent amount, without interest. Any refunds of Commercial Readiness Deposits shall also be made in accordance with Section 13.3.3 below.

13.3.3 The refundable portion of the Commercial Readiness Deposits paid by Interconnection Customer pursuant to Section 6.6.1 and 7.5.1 shall be refunded on the earlier of: (i) Interconnection Customer is able to demonstrate evidence of a Commercial Readiness Milestone Option in Section 6.6.1(a)-(f); (ii) the Interconnection Request is withdrawn from the queue pursuant to Section 3.7; or (iii) upon execution of the LGIA. Such Commercial Readiness Deposits made in lieu of an Interconnection Customer providing evidence of Commercial Readiness Milestone Options under Sections 6.6.1(a)-(f) and 7.5.1(a)-(e) are not subject to interest on any unspent amount.

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

13.4 Third Parties Conducting Studies

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice pursuant to Sections 6.5, 7.4 or 8.3 that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.5, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then Interconnection Customer may require Transmission Provider to utilize a third party consultant reasonably acceptable to Interconnection Customer and Transmission Provider to perform such Interconnection Study under the direction of Transmission Provider. At other

times, Transmission Provider may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer, or on its own volition.

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

13.5 Disputes

13.5.1 Submission

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

procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

13.5.2 External Arbitration Procedures

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

13.5.3 Arbitration Decisions

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

13.5.4 Costs

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

(1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator

chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

13.5.5 Non-Binding Dispute Resolution Procedures

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

13.6 Local Furnishing Bonds

13.6.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds

This provision is applicable only to a Transmission Provider that has financed facilities for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds").

Notwithstanding any other provision of this LGIA and LGIP, Transmission Provider shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this LGIA and LGIP if the provision of such Transmission Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Provider's facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service
If Transmission Provider determines that the provision of Interconnection Service requested by Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise Interconnection Customer within thirty (30) Calendar Days of receipt of the Interconnection Request.

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

Section 14. Generating Facility Repower Request

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

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

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

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

evaluation of the Repower Request, or Interconnection Customer withdraws the Repower Request in writing.

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

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

14.3 Interconnection Service

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

14.4 Evaluation Process

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

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

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

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

14.5 Study Process

Repower Requests will consist of an environmental study as set forth in Section 14.5.1 and may consist of two additional studies: (1) A system impact study for

the Repower Request (Repower Impact Study) as set forth in Section 14.5.2, and (2) a Facilities Study for the Repower Request (Repower Facilities Study) as set forth in Section 14.5.3.

14.5.1 Environmental Study Agreement

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

14.5.2 Repower Impact Study

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

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

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

14.5.3 Repower Facilities Study

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

Interconnection Facilities for the Generating Facility repower.

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

14.6 Tender

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

14.7 LGIA

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

Section 15. Generating Facility Replacements

15.1 General

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

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

15.2 Timing

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

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

15.2.1 Assignments, Sales, and Transfers

Interconnection Customer shall not make a Replacement Request until twelve (12) months have elapsed from: (1) the date of any assignment of the LGIA applicable to the existing Generating

Facility, or (2) the date of sale or other transfer of such existing Generating Facility.

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

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

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

15.3 Interconnection Service

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

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

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

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

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

15.4 Modifications

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

15.4.1 Revisions to the Planned Date of Cessation

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

15.4.2 Revisions to the Expected Commercial Operation Date:

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

15.5 Evaluation Process

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

15.6 Study Process

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

15.6.1 Environmental Study Agreement

As soon as practicable, Transmission Provider shall tender to Interconnection Customer an environmental study agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform environmental review of the proposed Replacement Request, including review under the National Environmental Policy Act (NEPA), and setting forth Interconnection Customer's responsibilities in connection with such environmental review. Interconnection Customer shall execute and return the

environmental study agreement within 30 Calendar Days of receipt, or its Replacement Request shall be deemed withdrawn and the unexpended amount of its deposit, if any, shall be returned.

15.6.2 Replacement Impact Study

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

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

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

15.6.3 Reliability Assessment Study

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

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

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

15.6.4 Replacement Facilities Study

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

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

15.7 Tender

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

15.8 LGIA

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

APPENDIX 1 to LGIP
INTERCONNECTION REQUEST
FOR A LARGE GENERATING
FACILITY

1. The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility with Transmission Provider's Transmission System pursuant to Attachment L of Transmission Provider's Tariff.

2. This Interconnection Request is for (check one):
   _____ A proposed new Large Generating Facility.
   _____ An increase in the generating capacity of an existing Large Generating Facility or a Material Modification of an existing Large Generating Facility.
   _____ Surplus Interconnection Service (If checked, skip to #13 of this form)
   _____ A Generating Facility Repower.
   _____ A Generating Facility Replacement.

   Name of the new or existing Large Generating Facility:
   _____

   If a Material Modification, describe proposed changes:
   _____

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

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

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

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

4. _____ Check here only if Interconnection Customer requesting NRIS also seeks to have its Generating Facility studied for ERIS.

5. Interconnection Customer provides the following information:

   a. Address and latitude/longitude of the proposed new Large Generating Facility site (to the extent known) or, in the case of an existing Generating

Facility, the name and latitude/longitude of the existing Generating Facility (Must provide the County and State of the proposed project.);

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

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

c. If applicable, maximum summer at degrees C and winter at degrees C megawatt electrical charging of the new energy storage system or the amount of megawatt increase in the charging capacity of an existing Generating Facility;

d. General description of the equipment configuration;

e. Specify fuel type for proposed project;

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

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

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

i. Generation Model and Performance Attestation set forth in Attachment A.

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

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

6. Non-refundable application fee as specified in the LGIP.

7. Evidence of Site Control as required by Transmission Provider is attached to this Interconnection Request.

8. Requested Point of Interconnection (optional):

9. Additional information regarding the significance/importance of requested Point of Interconnection for consideration by Transmission Provider (optional):

10. This Interconnection Request shall be submitted to the following email address:

    GI_ClusterStudies@bpa.gov

11. Transmission Provider Representative of Interconnection Customer to contact:

    Transmission Account Executive for (Interconnection Customer:_____)

    Bonneville Power Administration

    Transmission Sales – TSE/TPP2

    7500 NE 41st Street, Suite 130

    Vancouver, WA 98662

12. This Interconnection Request is submitted by:

    Name of Interconnection Customer: _____

    By (signature): _____

    Name (type or print): _____

    Job Title: _____

    Address: _____

    Phone Number: _____

Email Address: _____

Date: _____

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

Name of Surplus Interconnection Customer: _____

By (signature): _____

Name (type or print): _____

Job Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Date: _____

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

_____

Name of the existing Interconnection Customer: _____

LGIA Contract Number pertaining to the Surplus Interconnection Service Request:

_____

The Existing Point of Interconnection in the LGIA: _____

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

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

The type of Surplus Interconnection Service Requested (check one):
_____ Energy Resource Interconnection Service (ERIS)
_____ Network Resource Interconnection Service (NRIS)

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

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

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

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

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

_____

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

b. General description of the equipment configuration;

_____

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

_____

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

_____

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

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

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

_____

14. Applicable deposit amount as specified in the LGIP.

15. Evidence of Site Control as specified in the LGIP (check one)
____ Is attached to this Surplus Interconnection Request
____ Will be provided at a later date in accordance with this LGIP

16. This Surplus Interconnection Request shall be submitted to the following email address:

GI_ClusterStudies@bpa.gov

17. Transmission Provider Representative of Surplus Interconnection Customer to contact:

Transmission Account Executive for (Interconnection Customer:_____)

Bonneville Power Administration

Transmission Sales – TSE/TPP2

7500 NE 41st Street, Suite 130

Vancouver, WA 98662

Attachment A to Appendix 1
Interconnection Request

GENERATION MODEL AND PERFORMANCE ATTESTATION FOR A GENERATING FACILITY

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

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

6) If Interconnection Customer fails to meet requirements (1) to (5) above, the Generating Facility will:
   a) be removed for Transmission Provider's generation interconnection queue
   b) not be allowed to electrically close into the transmission system until model and performance deficiencies are corrected

This Generation Model and Performance Attestation is submitted by:

Name of Interconnection Customer: _____

By (signature): _____

Name (type or print): _____

Job Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Date: _____

APPENDIX 2 to LGIP
PHASE ONE CLUSTER STUDY AGREEMENT

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

RECITALS

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

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

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

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed Phase One Cluster Study consistent with Section 6 of this LGIP in accordance with the Tariff.

3.0 The Phase One Cluster Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, including the optional requested Point of Interconnection set forth in Attachment A to this Agreement. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Phase One Cluster Study and as designated in accordance with Section 3.4.4 of the LGIP. If Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Phase One Cluster Study may be extended.

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

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

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

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

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

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

Signatures

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

(INTERCONNECTION CUSTOMER NAME)	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By: _____	By: _____
Title: _____	Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

Attachment A to Appendix 2
Phase One Cluster Study
Agreement

ASSUMPTIONS USED IN CONDUCTING THE PHASE ONE CLUSTER STUDY

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

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

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

APPENDIX 3 to LGIP
PHASE TWO CLUSTER STUDY AGREEMENT

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

RECITALS

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

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

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

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

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed a Phase Two Cluster Study consistent with Section 7 of this LGIP in accordance with the Tariff.

3.0 Interconnection Customer has submitted to Transmission Provider a Commercial Readiness Milestone Option, in accordance with Section 6.6.1 of the LGIP.

4.0 Interconnection Customer has submitted to Transmission Provider validated detailed models representing the Generating Facility, in accordance with Section 6.6.2 of the LGIP.

5.0 Interconnection Customer has submitted to Transmission Provider a re-demonstration of Site Control in accordance with Section 6.6.3 of the LGIP.

6.0 The scope of the Phase Two Cluster Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

7.0 The Phase Two Cluster Study will be based upon the results of the Phase One Cluster Study Report and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Phase Two Cluster Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Phase Two Cluster Study may be extended.

8.0 The Phase Two Cluster Study Report shall provide the following information:

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

- identification of any thermal or voltage applicable facility ratings exceeded as a result of the interconnection;

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

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

9.0 Interconnection Customer shall provide a deposit in accordance with Section 7.1.1 of the LGIP for the performance of the Phase Two Cluster Study

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

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

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

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

Signatures

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

(INTERCONNECTION CUSTOMER NAME)	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By: _____	By: _____
Title: _____	Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

Attachment A To Appendix 3
Phase Two Cluster Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE PHASE TWO CLUSTER STUDY

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

Designation of Point of Interconnection and configuration to be studied.

[Above assumptions to be completed by Transmission Provider]

APPENDIX 4 to LGIP
INTERCONNECTION FACILITIES STUDY AGREEMENT

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

RECITALS

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

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

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

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

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause an Interconnection Facilities Study consistent with Section 8 of this LGIP to be performed in accordance with the Tariff.

3.0 Interconnection Customer has submitted to Transmission Provider a Commercial Readiness Milestone Option, in accordance with Section 7.5.1 of the LGIP.

4.0 Interconnection Customer has submitted to Transmission Provider technical data in accordance with Section 7.5.2 of the LGIP.

5.0 Interconnection Customer has submitted to Transmission Provider a re-demonstration of Site Control in accordance with Section 7.5.3 of the LGIP.

6.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in the data provided in Attachment A to this Agreement.

7.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of, schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Phase Two Cluster Study or Phase Two Cluster Re-Study.

8.0 Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study in accordance with Section 8.1 of the LGIP.

9.0 The Interconnection Facilities Study is estimated to take [insert project schedule/duration] following execution of this Interconnection Facilities Study Agreement. Transmission Provider reserves the right to modify the project schedule by providing written notice to Interconnection Customer of the schedule change. Transmission Provider shall use Reasonable Efforts to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the good faith estimated schedule provided herein in the Interconnection Facilities Study Agreement.

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

Signatures

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

(INTERCONNECTION CUSTOMER NAME)

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

Title: _____

By: _____

Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

Attachment A to Appendix 4
Interconnection Facilities
Study Agreement

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

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

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

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

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

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

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____Yes ____No (Please indicate on one line diagram).

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

What protocol does the control system or PLC use?

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

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

_____

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

_____

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

Number of third party easements required for transmission lines*:

_____

* To be completed in coordination with Transmission Provider.

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

_____Yes _____No Local provider: _____

Please provide proposed schedule dates:

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

Appendix 5 to the Standard Large Generator Interconnection Procedures

STANDARD LARGE GENERATOR

INTERCONNECTION AGREEMENT (LGIA)

[Reserved]

APPENDIX 6 to LGIP
SURPLUS INTERCONNECTION SERVICE SYSTEM IMPACT STUDY AGREEMENT

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

RECITALS

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

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

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

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's Large Generator Interconnection Procedures (LGIP).

2.0 Transmission Provider shall perform a Surplus Interconnection System Impact Study consistent with Section 3.3.10 of the LGIP.

3.0 The scope of the Surplus Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Surplus Interconnection System Impact Study will be based upon the results of the technical information provided by Surplus Interconnection Customer in the Surplus Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. Transmission Provider reserves the right to request additional technical information from Surplus Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Surplus Interconnection Customer System Impact Study.

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

5.1 identification of any equipment short circuit capability limits exceeded as a result of the interconnection;

5.2 identification of any applicable thermal or voltage capability limits exceeded as a result from the interconnection;

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

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

6.0 Surplus Interconnection Customer shall execute this Agreement and return it to Transmission Provider within thirty (30) Calendar Days after receipt; Surplus Interconnection Customer shall include a $50,000 deposit for the performance of the Surplus Interconnection System Impact Study in accordance with Section 3.3.10 of the LGIP. Transmission Provider's good faith estimate for the time of completion of the Surplus Interconnection System Impact Study is (90) Calendar Days after Transmission Provider receives this executed Agreement from Surplus Interconnection Customer.

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

Signatures

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

(SURPLUS INTERCONNECTION CUSTOMER NAME)	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By: _____	By: _____
Title: _____	Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

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

ASSUMPTIONS USED IN CONDUCTING THE SURPLUS INTERCONNECTION SERVICE SYSTEM IMPACT STUDY

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

Designation of Point of Interconnection and configuration to be studied:

APPENDIX 7 to LGIP
SURPLUS INTERCONNECTION SERVICE FACILITIES STUDY AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's Large Generator Interconnection Procedures (LGIP).

2.0 Transmission Provider shall perform the Surplus Facilities Study consistent with Section 3.3.11 of the LGIP.

3.0 Interconnection Customer shall complete Attachment A to this Agreement. The scope of the Surplus Facilities Study is subject to the assumptions and the data provided in Attachment A.

[Drafter's Note: Option 1 (If Surplus System Impact Study was conducted)]

4.0 The Surplus Facilities Study report must provide a description, estimated cost and a schedule for required facilities to interconnect the Large Generating Facility to the Transmission System. The report must also address the short circuit, instability, and power flow issues identified in the Surplus Interconnection Service System Impact Study.

[Drafter's Note: Option 2 (If Surplus System Impact Study was skipped)]

5.0 Surplus Interconnection Customer shall execute this Agreement and return it to Transmission Provider within thirty (30) Calendar Days after receipt; Surplus Interconnection Customer shall include a $50,000 deposit for the performance of the Surplus Facilities Study in accordance with Section 3.3.11 of the LGIP. Transmission Provider's good faith estimate for completion of the Surplus Facilities Study is specified in this Agreement.

6.0 Transmission Provider shall use Reasonable Efforts to complete the Surplus Facilities Study and issue a draft Surplus Interconnection Facilities Study report to Surplus Interconnection Customer within one hundred eighty (180) Calendar Days after receipt of an executed copy of this Surplus Interconnection Facilities Study Agreement.

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

Signatures

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

(SURPLUS INTERCONNECTION CUSTOMER NAME)	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By: _____	By: _____
Title: _____	Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

Attachment A to Appendix 7
Surplus Interconnection
Service Facilities Study
Agreement

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

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

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

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

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

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

Yes No

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

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

_____

What protocol does the control system or PLC use?

_____

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

Physical dimensions of the proposed surplus interconnection station:

_____

Bus length from generation to surplus interconnection station:

_____

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

_____

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

Number of third party easements required for transmission lines*:

_____

* To be completed in coordination with Transmission Provider.

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

_____Yes _____No Local provider: _____

Please provide proposed schedule dates:

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

APPENDIX 8
INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT

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

A. Special Procedures Applicable to Wind Generators

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

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