

**ATTACHMENT M-1**

**Standard Generator Interconnection Procedures (SGIP)**  
**including**  
**Standard Generator Interconnection Agreement (SGIA)**

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ACCEPTED: December 9, 2022

ORDER NO. G-304-22



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**1.0 Definitions**

Capitalized terms used but not defined in these SGIP shall have the meanings given to them elsewhere in the Tariff. In these SGIP:

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

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

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

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

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

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, provincial 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 Coordinator** shall mean the Reliability Coordinator as defined in the Applicable Reliability Standards and which is currently recognized as BC Hydro.

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**Applicable Reliability Standards** shall mean the reliability standards and guidelines adopted by the Commission in British Columbia, to the extent that those standards and guidelines apply to the Interconnection Customer, and the Control Area of the Transmission System.

**Base Case** shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies.

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

**Breaching Party** shall mean a Party that is in Breach.

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

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

**Clustering** shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for purposes of Interconnection System Impact Studies and Interconnection Facilities Studies.

**Combined Study Agreement** shall mean the form of agreement contained in Appendix 3 of the SGIP.

**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 D to the Standard Generator Interconnection Agreement.

**Commission** means the British Columbia Utilities Commission, or its successor.

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**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 costs, timing, and study findings of the Interconnection Request are dependent, and if delayed or not built, could cause a need for a re-study of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or their respective 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. The Control Area is the Balancing Authority Area as defined in the Applicable Reliability Standards.

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

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties as set out in Appendix G to the SGIA.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life, or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission

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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 Generator Interconnection Agreement to possess black start capability.

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

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

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

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

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**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 Interconnection Customer's Interconnection Facilities.

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

**Good Utility Practice** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including any reliability standards adopted by the Commission pursuant to section 125.2 of the British Columbia *Utilities Commission Act*.

**Governmental Authority** shall mean any federal, provincial, 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.

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**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.

**Holiday** shall mean a statutory holiday in British Columbia.

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

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

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

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

**Interconnection Facilities** shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively,

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

**Interconnection Facilities Study** shall mean a study conducted by the Transmission Provider or, at the option of the Transmission Provider, by a third-party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades, as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8.3 of the Standard Generator Interconnection Procedures.

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

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

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

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

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

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

**Interest** means interest calculated at the average prime rate of the Transmission Provider's lead bank for the applicable period and shall be calculated from the day a deposit or payment is credited to the Transmission Provider's account.

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

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**Material Modification** shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date or that would affect the reliability or stability of the Transmission System.

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

**Network Resource** shall have the meaning provided in the Tariff.

**Network Resource Interconnection Service** shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission Provider's Transmission System in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Generating Facility to the Transmission Provider's Transmission System.

**Operating Region** means any one of the following of Transmission Provider's planning regions: Metro Vancouver, Fraser Valley, Vancouver Island, Northern Interior and Southern Interior, and **Operating Regions** means all of them.

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

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

**Party** shall mean Transmission Provider or Interconnection Customer and **Parties** shall mean both of them.

**Permissible Technological Advancement** shall mean proposed technological modification to turbines, inverters, or plant supervisory controls or other similar advancements to the technology proposed in the Interconnection Request that: (i) does not increase the Interconnection Customer's requested Interconnection Service as specified in the original Interconnection Request; (ii) does not represent a different fuel type from the original Interconnection Request, and (iii) demonstrates that the proposed incorporation of the technological advancement would result in electrical performance that is equal to or better than the technology that was previously submitted with the Interconnection Request.

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

**Point of Interconnection** shall mean the point where the Interconnection Facilities are to connect to the Transmission Provider's Transmission System, as determined pursuant to the SGIP.

**Provisional Interconnection Service** shall mean interconnection service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System and enabling the Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection,

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pursuant to the terms of the Provisional Standard Generator Interconnection Agreement and, if applicable, the Tariff.

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

**Queue Position** shall mean, subject to Attachment M-2, the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Standard 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.

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

**Site Control** shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection

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Customer and the entity having the right to sell, lease or grant Interconnection  
Customer the right to possess or occupy a site for such purpose.

**Stand Alone Network Upgrades** shall mean Network Upgrades that are not part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Generator Interconnection Agreement.

**Standard Generator Interconnection Agreement (SGIA)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility, that is included in the Tariff.

**Standard Generator Interconnection Procedures (SGIP)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Tariff.

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

**Surplus Interconnection Service Combined Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Standard Generator Interconnection Procedures for conducting the Surplus Interconnection Service System Impact and Surplus Interconnection Service Facilities Studies.

**Surplus Interconnection Service Customer** shall mean either the Interconnection Customer to the original Standard Generator Interconnection Agreement with unneeded Interconnection Service or the entity that wants to utilize Surplus Interconnection Service.

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**Surplus Interconnection Service Facilities Queue Position** shall mean the position assigned to the Surplus Interconnection Service Customer by the Transmission Provider in accordance with Section 3.3.4.2 of the Standard Generator Interconnection Procedures.

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

**Surplus Interconnection Service Impact Study** shall mean a study conducted by the Transmission Provider consisting of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies necessary for the Transmission Provider to demonstrate reliable operation of the Surplus Interconnection Service on the Transmission System.

**Surplus Interconnection Service Request** shall mean a request for Surplus Interconnection Service submitted by a Surplus Interconnection Service Customer in accordance with Section 3.3.1.

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

**Tariff** shall mean the Transmission Provider's tariff through which open access transmission service and Interconnection Service are offered, as filed with the

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Commission, and as amended or supplemented from time to time, or any successor tariff.

**Transmission Provider** shall mean BC Hydro.

**Transmission Provider's Interconnection Facilities (TPIF)** shall mean all facilities and equipment owned, controlled, or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard 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 Stand Alone Network Upgrades or Network Upgrades.

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

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

**WECC** shall mean Western Electricity Coordinating Council, or any successor organization.

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## **2.0 Scope and Application**

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

Sections 2 through 13 apply to processing an Interconnection Request.

### **2.2 Comparability**

Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this SGIP. 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 SGIP 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 Transmission System conditions. Transmission Provider's OASIS site will include instructions for Interconnection Customers to follow to access the network models and underlying assumptions. 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 in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a

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transmission expansion plan has been submitted and approved by the Commission.

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

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

### **3.0 Interconnection Requests**

#### **3.1 General**

An Interconnection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 including Attachments to this SGIP. Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. Interconnection Customer must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

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

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

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requested for purposes of Interconnection Facilities and Network Upgrades, but may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the Transmission System, with the study costs borne by the Interconnection Customer. If, after the additional studies are complete, Transmission Provider determines that additional Interconnection Facilities and/or Network Upgrades are necessary, then Transmission Provider must: (1) specify the particular study upon which such costs for additional Interconnection Facilities and/or Network Upgrades are based; and (2) provide a detailed explanation of why the additional Interconnection Facilities and/or Network Upgrades are necessary. Any costs for Interconnection Facilities required for safety and reliability also will be borne by the Interconnection Customer. Interconnection Customer will provide security for the costs of any additional Network Upgrades.

### **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, at any time before or concurrent with the delivery of notice to proceed with an Interconnection Facilities Study pursuant to Section 8.2, also request that it be concurrently studied for Energy Resource Interconnection Service.

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.

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**3.2.1 Energy Resource Interconnection Service**

**3.2.1.1 The Product**

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

**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 Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting Generating Facility without requiring additional Network Upgrades.

**3.2.2 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 Generating Facility in the same manner as Network Resources. Network Resource Interconnection Service allows Interconnection Customer's Generating Facility to be designated as a Network Resource, up to the 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 Generating Facility meets the requirements for Network Resource Interconnection Service and as a general matter, that such 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 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 is displaced by the output of Interconnection Customer's 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.

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

An Interconnection Customer with an effective SGIA may make Surplus Interconnection Service available at an existing Point of Interconnection utilizing the process outlined in this Section 3.3. The Interconnection Customer with an effective SGIA or its Affiliate shall have priority to utilize such Surplus Interconnection Service. If neither the Interconnection Customer with an effective SGIA nor its Affiliates exercise its priority, then such Interconnection Customer may make the Surplus Interconnection Service available to other potential Interconnection Customers. Surplus Interconnection Service requested must be less than or equal to the amount of Surplus Interconnection Service made available by the Interconnection Customer with an effective SGIA and cannot

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exceed the total Interconnection Service already provided by the Interconnection Customer's effective SGIA.

For the purposes of an Interconnection Customer making available or requesting Surplus Interconnection Service, references to the current Interconnection Customer or a currently effective SGIA shall also include any entity which interconnected to the Transmission System prior to the effective date of the SGIP and its corresponding interconnection agreement. The entity requesting Surplus Interconnection Service, or the entity making such Surplus Interconnection Service available, shall provide to the Transmission Provider the information necessary to verify the original interconnection service available in lieu of a SGIA, which may include the original interconnection agreement, studies, Network Integration Transmission Service Agreement, or other technical information. The Transmission Provider may request any additional information necessary to evaluate the request for Surplus Interconnection Service in accordance with this Section 3.3.

Surplus Interconnection Service is only available up to the amount that can be accommodated without requiring additional Network Upgrades other than System Protection Facilities and Metering Equipment.

### **3.3.1 Initiating a Request for Surplus Interconnection Service**

A request for Surplus Interconnection Service may be submitted by the Interconnection Customer with an effective SGIA or the entity that wants to utilize Surplus Interconnection Service.

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**3.3.1.1** If the Interconnection Customer with an effective SGIA wishes to initiate a request for Surplus Interconnection Service, it shall submit a request to the Transmission Provider and provide the following information in writing:

- (A) The initial Queue Position number associated with the existing Interconnection Service;
- (B) The amount of Surplus Interconnection Service to be made available in megawatts;
- (C) The period(s) of time when Surplus Interconnection Service will be available;
- (D) The conditions under which Surplus Interconnection Service at the Point of Interconnection may be used;
- (E) Whether the Interconnection Customer intends to use the Surplus Interconnection Service for itself, for one of its Affiliates, or to make it available to an unrelated third-party; and
- (F) Name, address, telephone number, and email address of Interconnection Customer's contact person. The Interconnection Customer shall provide any additional information the Transmission Provider may request in relation to the request for Surplus Interconnection Service.

**3.3.1.2** If the entity wishing to utilize Surplus Interconnection Service chooses to initiate a request for Surplus Interconnection Service, it shall submit a request to the Transmission Provider and provide the following information in writing:

- (A) The Point of Interconnection associated with the existing Interconnection Service and, if known, the initial Queue Position number;
- (B) The amount of Surplus Interconnection Service capacity requested in megawatts;
- (C) Type of service requested: Energy Resource Interconnection Service or Network Resource Interconnection Service, but only if the existing service is also Network Resource Interconnection Service;

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- (D) Preliminary one-line diagram of the proposed Generating Facility showing how it will connect to the existing Point of Interconnection;
- (E) Proposed Commercial Operation Date (day, month, and year);
- (F) Name, address, telephone number, and email address of Interconnection Customer's contact person;
- (G) The technical information set forth in Appendix 3 of the SGIP;
- (H) Evidence demonstrating, to the satisfaction of the Transmission Provider, that the Interconnection Customer with an effective SGIA agrees with allowing the surplus request to proceed.

The entity wishing to utilize such Surplus Interconnection Service shall provide any additional information the Transmission Provider may request in relation to the request for Surplus Interconnection Service.

### **3.3.2 Surplus Interconnection Service Combined Study Agreement.**

Within ten (10) Business Days following the request for Surplus Interconnection Service and receipt of all the information required by the Transmission Provider, Transmission Provider shall provide to the Surplus Interconnection Service Customer a non-binding good faith estimate of the cost and timeframe for completing the Surplus Interconnection Service Impact Study and tender a Surplus Interconnection Service Combined Study Agreement to the Surplus Interconnection Service Customer. The Surplus Interconnection Service Combined Study Agreement shall provide that Surplus Interconnection Service Customer shall compensate Transmission Provider for the actual cost of the Surplus Interconnection Service Impact Study. The Surplus Interconnection Service Customer shall deliver the executed Surplus Interconnection Service Combined Study Agreement to Transmission Provider together with the required technical data along with a study deposit equal to \$30,000. The initial \$30,000 deposit shall be applied towards the Surplus Interconnection Service Impact

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Study cost. If the Surplus Interconnection Service Customer's share of the Surplus Interconnection Service Impact Study costs exceed \$30,000, then Surplus Interconnection Customer will be responsible for this excess cost. If the Surplus Interconnection Service Customer's share of the Surplus Interconnection Service Impact Study cost is less than \$30,000, the difference shall be refunded to the Surplus Interconnection Service Customer.

### **3.3.3 Surplus Interconnection Service Queue**

Upon receipt of a Surplus Interconnection Service Request, the Transmission Provider shall assign a Surplus Interconnection Service Queue Position based upon the date and time of receipt of such request. The Surplus Interconnection Service Queue Position will be used to determine the order of performing the Surplus Interconnection Service Impact Study. A higher queued Surplus Interconnection Service Request is one that has been placed "earlier" in the queue in relation to another Surplus Interconnection Service Request that is lower queued.

### **3.3.4 Surplus Interconnection Service Studies**

#### **3.3.4.1 Surplus Interconnection Service Impact Study**

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

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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 Network Upgrades necessary. The Transmission Provider may waive any or all of the additional studies if it determines that there is no reasonable expectation that the Surplus Interconnection Service will negatively impact the reliability or safety of the Transmission System and that no additional Interconnection Facilities or Network Upgrades would be identified in such studies.

The Transmission Provider will use Reasonable Efforts to complete the Surplus Interconnection Service Impact Study for a Surplus Interconnection Service Request within ninety (90) Calendar Days of receipt of a completed Surplus Interconnection Service Request and all requested information relating to such request. The Transmission Provider will notify the Surplus Interconnection Service Customer if it anticipates that the such studies will not be completed within the required time and provide an estimate of the expected date of completion.

#### **3.3.4.2 Surplus Interconnection Service Facilities Study**

If additional Interconnection Facilities are identified as being required to support the Surplus Interconnection Service Request, the Transmission Provider will require written notice from the Surplus Interconnection Service Customer to proceed with the Surplus Interconnection Service Facilities Study as outlined in the Surplus Interconnection Service Combined Study Agreement. Surplus Interconnection Service Customer shall notify the Transmission Provider of any technical data changes and provide a study deposit of \$30,000. This study deposit is in addition to any amount provided in Section 3.3.2 of the SGIP.

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If the Surplus Interconnection Service Customer's share of the Surplus Interconnection Service Facilities Study costs exceed \$30,000, then Surplus Interconnection Service Customer will be responsible for this excess cost. If the Surplus Interconnection Service Customer's share of the Surplus Interconnection Service Facilities Study cost is less than \$30,000, the difference shall be refunded to the Surplus Interconnection Service Customer.

The Surplus Interconnection Service Facilities Study will be conducted in accordance with the requirements for an Interconnection Facilities Study specified in Section 8 of the SGIP.

### **3.3.5 New Standard Generator Interconnection Agreement**

The SGIA for the existing Interconnection Customer's Generating Facility shall be replaced by a new agreement among the Transmission Provider, existing Interconnection Customer, and the Surplus Interconnection Service Customer. Such agreement shall be in the form of the most currently effective SGIA, modified to reflect, among other things, the Surplus Interconnection Service Customer's Generating Facility and the amount of, and the terms for the use of, the Surplus Interconnection Service. The agreement shall be developed and negotiated in accordance with Section 11 of the SGIP, all at the Surplus Interconnection Service Customer's expense.

## **3.4 Valid Interconnection Request**

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

Subject to Attachment M-2, to initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) an initial non-refundable \$15,000 deposit, and (ii) a completed application in the form of Appendix 1 including Attachments. Such deposits shall be applied toward any Interconnection Studies pursuant to the Interconnection Request. If an Interconnection Customer

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demonstrates Site Control within the cure period specified in Section 3.4.3 after submitting its Interconnection Request, and subsequently withdraws the Interconnection Request, the initial deposit shall become refundable, less any costs incurred by the Transmission Provider in its review of the Interconnection Request; otherwise, all such deposit(s), additional and initial, become non-refundable and are used for review of the Interconnection Request and any subsequent studies.

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

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

Subject to Attachment M-2, 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.

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**3.4.3 Deficiencies in Interconnection Request**

Subject to Attachment M-2, 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 five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide Transmission Provider the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.4.3 shall be treated in accordance with Section 3.7.

**3.4.4 Scoping Meeting**

Within ten (10) Business Days after receipt of a valid Interconnection Request, Transmission Provider shall establish a date agreeable to Interconnection Customer for the Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

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

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Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

Notwithstanding Section 4.4, the Transmission Customer may modify the Point(s) of Interconnection designated in its Interconnection Request on or before the return of the executed Interconnection Feasibility Study Agreement to the Transmission Provider.

This section is subject to Attachment M-2.

### **3.5 OASIS Posting**

Transmission Provider will maintain on its OASIS a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by Operating Region; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested; (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 (technology and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. The list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an SGIA or requests that Transmission Provider file an unexecuted SGIA with the Commission. Before holding a Scoping Meeting with its Affiliate, Transmission Provider shall post on OASIS an advance notice of its intent to do so.

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Transmission Provider shall post to its OASIS site any deviations from the study timelines set forth herein. Subject to Attachment M-2, Interconnection Study reports and Optional Interconnection Study reports shall be posted to Transmission Provider's OASIS site subsequent to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Generating Facility's In-Service Date.

This section is subject to Attachment M-2.

### **3.5.1 Requirement to Post Interconnection Study Metrics**

Transmission Provider will maintain on its OASIS or its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. For each calendar quarter, Transmission Provider must calculate and post the information detailed in sections 3.5.1.1 through to 3.5.1.4.

#### **3.5.1.1 Interconnection Feasibility Studies Processing Time**

- (A) Number of Interconnection Requests that had Interconnection Feasibility Studies completed within the Transmission Provider's coordinated region during the reporting quarter,
- (B) Number of Interconnection Requests that had Interconnection Feasibility Studies completed within the Transmission Provider's coordinated region during the reporting quarter that were completed more than sixty (60) Calendar Days after receipt by the Transmission Provider of the Interconnection Customer's executed Interconnection Feasibility Study Agreement,
- (C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Feasibility Studies where

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such Interconnection Requests had executed Interconnection Feasibility Study Agreements received by the Transmission Provider more than sixty (60) Calendar Days before the reporting quarter end,

- (D) Mean time (in Calendar Days), Interconnection Feasibility Studies completed within the Transmission Provider's coordinated region during the reporting quarter, from the date when the Transmission Provider received the executed the Interconnection Feasibility Study Agreement to the date when the Transmission Provider provided the completed Interconnection Feasibility Study to the Interconnection Customer,
- (E) Percentage of Interconnection Feasibility Studies exceeding sixty (60) Calendar Days to complete during the reporting quarter, calculated as the sum of 3.5.1.1(B) plus 3.5.1.1(C) divided by the sum of 3.5.1.1(A) plus 3.5.1.1(C).

### **3.5.1.2 Interconnection System Impact Studies Processing Time**

- (A) Number of Interconnection Requests that had Interconnection System Impact Studies completed within the Transmission Provider's coordinated region during the reporting quarter,
- (B) Number of Interconnection Requests that had Interconnection System Impact Studies completed within the Transmission Provider's coordinated region during the reporting quarter that were completed more than one hundred and fifty (150) Calendar Days after receipt by Transmission Provider of the Interconnection Customer's executed Combined Study Agreement,
- (C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection System Impact Studies where such Interconnection Requests had executed Combined Study Agreements received by the Transmission Provider more than one hundred and fifty (150) Calendar Days before the reporting quarter end,
- (D) Mean time (in Calendar Days), Interconnection System Impact Studies completed within the Transmission Provider's coordinated region during the

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reporting quarter, from the date when the Transmission Provider received the executed Combined Study Agreement to the date when the Transmission Provider provided the completed Interconnection System Impact Study to the Interconnection Customer,

- (E) Percentage of Interconnection System Impact Studies exceeding one hundred and fifty (150) Calendar Days to complete during the reporting quarter, calculated as the sum of 3.5.1.2(B) plus 3.5.1.2(C) divided by the sum of 3.5.1.2(A) plus 3.5.1.2(C).

### **3.5.1.3 Interconnection Facilities Studies Processing time**

- (A) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed within the Transmission Provider's coordinated region during the reporting quarter,
- (B) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed within the Transmission Provider's coordinated region during the reporting quarter that were completed more than two hundred and seventy (270) Calendar Days after receipt by the Transmission Provider of the Interconnection Customer's executed Combined 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 Combined Study Agreement received by the Transmission Provider more than two hundred and seventy (270) Calendar Days before the reporting quarter end
- (D) Mean time (in Calendar Days), for Interconnection Facilities Studies completed within the Transmission Provider's coordinated region during the reporting quarter, calculated from the date when the Transmission Provider received the executed Combined Study Agreement to the date when the Transmission Provider provided the completed Interconnection Facilities Study to the Interconnection Customer,

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- (E) Percentage of delayed Interconnection Facilities Studies during the reporting quarter, calculated as the sum of 3.5.1.3(B) plus 3.5.1.3(C) divided by the sum of 3.5.1.3(A) plus 3.5.1.3(C).

#### **3.5.1.4 Interconnection Service Requests Withdrawal**

- (A) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter,
- (B) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of any Interconnection Studies or execution of any Interconnection Study agreements,
- (C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of an Interconnection System Impact Study,
- (D) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of an Interconnection Facilities Study,
- (E) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue after execution of a Standard Generator Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new Standard Generator Interconnection Agreement,
- (F) Mean time (in Calendar Days), for all withdrawn Interconnection Requests, from the date when the request was assigned a Queue Position to when Transmission Provider received the request to withdraw the Interconnection Request from the queue.

#### **3.5.2 Posting of Measures**

Transmission Provider is required to post on OASIS or its website the measures in Section 3.5.1.1(A) - 3.5.1.4(F) for each calendar quarter within 30 Calendar Days of the end of the calendar quarter.

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Transmission Provider will keep the quarterly measures posted on OASIS or its website for three calendar years. If Transmission Provider retains this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

### **3.6 Coordination with Affected Systems**

Transmission Provider will attempt to 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 SGIP. Interconnection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

### **3.7 Withdrawal**

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

Withdrawal shall result in the loss of Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, Interconnection Customer's

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Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. If the outcome of Dispute Resolution is to restore that Interconnection Request to the queue anywhere above an Interconnection Request with respect to which an SGIA was executed by Transmission Provider at any time after the commencement of such Dispute Resolution, and provided that SGIA differs from the SGIA that would have been executed had the disputing Interconnection Customer's Interconnection Request not been eliminated from the queue during Dispute Resolution, then Transmission Provider shall apply to the Commission for a determination of how the restoration of the Interconnection Request to the queue should impact any such SGIA, if at all.

An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently incurs with respect to that Interconnection Request prior to Transmission Provider's receipt of notice described above. Interconnection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data or results.

Transmission Provider shall (i) update the OASIS Queue Position posting and (ii) refund to Interconnection Customer any refundable portion of Interconnection Customer's deposit or study payments that exceeds the costs that Transmission Provider has incurred, including Interest. 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.

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

Transmission Provider shall identify the Contingent Facilities, if any, that will be specified to the Interconnection Customer in the Interconnection System Impact Study and subsequently referenced in the Interconnection Facilities Study and Standard Generator Interconnection Agreement. The method shall be sufficiently transparent to determine why a specific Contingent Facility was identified and how it relates to the Interconnection Request. Transmission Provider shall also provide, upon request of the Interconnection Customer, the estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time of each identified Contingent Facility provided this information is readily available and not commercially sensitive.

#### **3.8.1 Method for Identifying Contingent Facilities.**

The steps described below are to be taken by Transmission Provider to identify and list the Contingent Facilities, if any, upon which the Interconnection Customer's costs, timing, and study findings are dependent.

**Step 1:** In preparation for performing an Interconnection System Impact Study, Transmission Provider is to review any applicable interconnection study associated with generating facilities that have a higher queued interconnection request, to determine whether any of those request(s) have unbuilt interconnection facilities and/or network upgrades that may be necessary to provide the Interconnection Customer's requested Interconnection Service.

**Step 2:** To the extent unbuilt interconnection facilities and/or network upgrades associated with higher queued interconnection requests are identified as potentially necessary to accommodate the Interconnection Customer's requested Interconnection Service, Transmission Provider is to make note of such unbuilt

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facilities and/or upgrades for further consideration during the performance of the Interconnection System Impact Study.

**Step 3:** Once Transmission Provider has identified the system impacts of the proposed Interconnection on the safety and reliability of the Transmission System and, if applicable, an Affected System, then Transmission Provider is to perform a further assessment, which may include power flow, , transient stability and/or short circuit analyses to determine whether the Interconnection Customer's costs, timing, and/or study findings are dependent upon any of the unbuilt interconnection facilities and/or network upgrades associated with higher queued interconnection requests, noted in Step 2 above. Before accomplishing the study work outlined in Step 3, the Transmission Provider will advise the proposed Interconnection Customer of the specific studies to be performed from the foregoing list and provide its accompanying rationale.

**Step 4:** In conducting the studies described in Step 3, the Transmission Provider will utilize the criteria and/or thresholds within the relevant NERC standards for the specific studies to be accomplished. If the criteria or thresholds are not met, the Interconnection Customer's costs, timing and/or study findings are dependent upon one or more of the unbuilt interconnection facilities and/or network upgrades associated with higher queued interconnection requests, and each such unbuilt interconnection facility and/or network upgrade upon which the Interconnection Request is dependent shall be deemed "Contingent Facilities" or, individually, as a "Contingent Facility."

### **3.8.2 Contingent Facilities**

The Contingent Facilities will be identified in the Interconnection System Impact Study and at the conclusion of the Interconnection Facilities Study for a given Interconnection Request, and shall be documented in Appendix A of the Standard Generator Interconnection Agreement.

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## **4.0 Queue Position**

### **4.1 General**

Transmission Provider shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and Interconnection Customer provides such information in accordance with Section 3.4.3, then Transmission Provider shall assign Interconnection Customer a Queue Position based on the date and time the application form was originally filed. Moving a Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under Section 4.4.3.

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

### **4.2 Clustering**

At Transmission Provider's option, Interconnection Requests may be studied using Clustering. If Transmission Provider elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window", shall be studied together. Transmission Provider, may at its option, establish Queue Cluster Windows for any one or more Operating Regions, in which case only those Generating Facilities with Points of Interconnection within such Operating Region(s) received within the Queue

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Cluster Window shall be studied together using Clustering. Transmission Provider may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Generating Facility. Transmission Provider may, at its option, limit the number of Interconnection Requests Interconnection Customers may submit during a Queue Cluster Window for the same Generating Facility.

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

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

Transmission Provider may allocate the costs of Interconnection Studies carried out pursuant to Clustering, and the costs of Network Upgrades and Interconnection Facilities identified as required by those Interconnection Studies, between or among the Interconnection Customers having filed the Interconnection Requests that are the subject of the Clustering pro rata, based on the maximum MW electrical output of the Generating Facility (if the Interconnection Request is for a new Generating Facility) or the increase in MW electrical output of the Generating Facility (if the Interconnection Request is for an increase in the generating capacity of an existing Generating Facility) from each Interconnection Request, notwithstanding their Queue Positions.

Notwithstanding Section 11, within fifteen (15) Calendar Days of the date on which the Transmission Provider delivers the draft Interconnection Facilities Study

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report to Interconnection Customers whose Interconnection Requests have been studied pursuant to Clustering, each Interconnection Customer shall indicate on OASIS whether it is willing to pay and provide security for its applicable share of the good faith estimate of costs contained in the Facilities Study in accordance with Attachment O of the Tariff. Within thirty (30) Calendar Days after comments on the draft Interconnection Facilities Study report are submitted by the Interconnection Customers to the Transmission Provider, Transmission Provider shall tender a draft SGIA, together with draft appendices completed to the extent practicable, to each Interconnection Customer that has indicated that it is willing to pay and provide security for its applicable share of the costs. Each tendered SGIA shall be contingent on execution by each other Interconnection Customer receiving an SGIA. The remaining provisions of Section 11 with respect to the tender, negotiation and execution of SGIAs apply, except that if any one or more SGIAs so tendered is not executed by the applicable Interconnection Customer(s) and returned with evidence that milestones have been achieved pursuant to Section 11.3 by the deadline for execution of the SGIA by the Interconnection Customer, the Transmission Provider shall, within fifteen (15) Calendar Days thereafter, reissue SGIAs to those Interconnection Customers that executed the previous SGIA reapportioning the costs contained in the Interconnection Facilities Study among those remaining Interconnection Customers. Each of those remaining Interconnection Customers shall have fifteen (15) Calendar Days to execute its SGIA and return it with evidence that milestones have been achieved pursuant to Section 11.3. If any one or more of those SGIAs are not executed and returned as provided, then the Transmission Provider shall continue to reissue SGIAs as provided for above until all issued SGIAs are executed and returned as provided, or until the last SGIA tendered was tendered to a single Interconnection Customer.

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### **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, 4.4.5, or 4.4.6, or are determined not to be Material Modifications pursuant to Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection Studies, either Interconnection Customer or 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 6.5, Section 7.6 and Section 8.7 as applicable and Interconnection Customer shall retain its Queue Position.

#### **4.4.1 Permitted Modifications Before Combined Study Agreement**

Prior to the return of the executed Combined Study Agreement to Transmission Provider, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed project, through either (1) a decrease in plant size (MW) or (2) a decrease in

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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 Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the queue for the purposes of cost allocation and study analysis.

#### **4.4.2 Permitted Modification After Interconnection System Impact Study**

Permitted modifications before delivery of a notice authorizing the Transmission Provider to proceed with an Interconnection Facilities Study pursuant to Section 8.2 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) Generating Facility technical parameters associated with modifications to 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 Generating Facility after the submission of the Interconnection Request. Section 4.4.6 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.2(c) constitutes a Material Modification.

#### **4.4.3 Request for Modification Evaluation**

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

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Transmission Provider evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, Transmission Provider shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, 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 Additional Studies for Modification Evaluation**

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. Notwithstanding anything else in these SGIP, all time periods and deadlines provided for in these SGIP and falling after the date of receipt of such notice of request by Transmission Provider shall be extended by a period equal to the time period between receipt of such notice or request and the date on which all additional studies are completed.

**4.4.5 Extensions of Commercial Operation Date**

Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing; provided, however, that extensions may necessitate a determination of whether the

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Generating Facility will retain its accepted rating status and whether additional studies are required pursuant to the Applicable Reliability Standards.

#### **4.4.6 Technological Change Procedure**

At any time after the submission of an Interconnection Request, but before the Interconnection Customer provides its confirmation to proceed with the Interconnection Facilities Study in accordance with Section 8.2, an Interconnection Customer may submit a written request to the Transmission Provider to evaluate a change to the technology of the Generating Facility to determine if the change is a Permissible Technological Advancement.

Interconnection Customer must provide a deposit of \$10,000 and all information necessary to allow Transmission Provider to perform its analysis, including, but not limited to: a description of the technological advancement being considered, a completed Generator Interconnection Data Form, and updated models in a format specified by the Transmission Provider.

- (a) After the Interconnection Request has been accepted and deemed complete, the Transmission Provider will perform an initial analysis to determine whether the proposed technological advancement is a Permissible Technological Advancement without the need for additional study.
- (b) If the Transmission Provider determines on the basis of its initial analysis that Interconnection Customer has demonstrated that the proposed technological advancement is a Permissible Technological Advancement without the need for additional study, the Transmission Provider will incorporate the technological advancement into the Interconnection Request.
- (c) If the Transmission Provider determines that further study is required, such study will be performed at the sole expense of the Interconnection Customer and the Transmission Provider will use Reasonable Efforts to complete this study within thirty (30) Calendar Days.

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(d) If the Transmission Provider determines on the basis of its study that the proposed technological advancement is not a Permissible Technological Advancement, then the request will be treated as a Material Modification of the Interconnection Request under Section 4.4.3. However, If the Transmission Provider determines that Interconnection Customer has demonstrated that the proposed technological advancement is a Permissible Technological Advancement, the Transmission Provider will incorporate the technological advancement into the Interconnection Request.

Any proposed technological modification submitted after an executed Combined Study Agreement is received by the Transmission Provider shall be considered a Permissible Technological Advancement only if it is not deemed to be a Material Modification pursuant to Section 4.4.3.

## **5.0 Procedures for Interconnection Requests Submitted Prior to Effective Date of Standard Generator Interconnection Procedures**

### **5.1 Queue Position for Pending Requests**

**5.1.1** If an Interconnection Customer has not executed an interconnection system impact study agreement with Transmission Provider as of the effective date of this SGIP, then all interconnection studies shall be processed in accordance with this SGIP.

**5.1.2** If an Interconnection Customer has executed an interconnection system impact study agreement with Transmission Provider prior to the effective date of this SGIP, such interconnection study shall be completed in accordance with the terms of such agreement. With respect to any remaining studies for which an Interconnection Customer has not signed a study agreement prior to the effective date of the SGIP, Transmission Provider must offer Interconnection Customer the option of either continuing under Transmission Provider's existing interconnection study process or going forward with the completion of the necessary Interconnection Studies (for

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which it does not have a signed Interconnection Studies Agreement) in accordance with this SGIP.

- 5.1.3** If an interconnection agreement has been executed before the effective date of the SGIP, then the interconnection agreement would be grandfathered.

**5.2 Transition Period**

Transmission Provider and Interconnection Customers with an outstanding request (i.e., an interconnection request for which an interconnection agreement has not been executed as of the effective date of this SGIP) for which an Interconnection Study must be completed pursuant to these SGIP shall transition such request to this SGIP within a reasonable period of time not to exceed sixty (60) Calendar Days. Any Interconnection Customer with an outstanding request as of the effective date of this SGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary, to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by Transmission Provider to the extent consistent with the intent and process provided for under this SGIP.

**5.3 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 SGIP shall be paid by or refunded to the Interconnection Customer, as appropriate.

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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 SGIA to Interconnection Customer but Interconnection Customer has not either executed the SGIA or requested the filing of an unexecuted SGIA with the Commission, unless otherwise provided, Interconnection Customer must complete negotiations with the successor Transmission Provider.

## **6.0 Interconnection Feasibility Study**

### **6.1 Interconnection Feasibility Study Agreement**

Subject to Attachment M-2, simultaneously with the acknowledgement of a valid Interconnection Request Transmission Provider shall provide to Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study. Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall specify for inclusion in the attachment to the Interconnection Feasibility Study Agreement the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection. Within five (5) Business Days following Transmission Provider's receipt of such designation, Transmission Provider shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. Interconnection Customer shall execute and deliver to Transmission Provider the Interconnection Feasibility Study Agreement along with a \$15,000 deposit no later than thirty (30) Calendar Days after its receipt.

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Subject to Attachment M-2, if the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 6.5 as applicable.

Subject to Attachment M-2, for the purpose of this Section 6.1, if Transmission Provider and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.4.4, shall be the substitute.

If Interconnection Customer and Transmission Provider agree to forgo the Interconnection Feasibility Study, Transmission Provider will initiate an Interconnection System Impact Study under Section 7 of this SGIP and apply the \$15,000 deposit towards the Interconnection System Impact Study.

## **6.2 Scope of Interconnection Feasibility Study**

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

Subject to Attachment M-2, the Interconnection Feasibility Study will consider the Base Case as well as all generating facilities (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue

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Position but have executed an interconnection agreement or an unexecuted interconnection agreement has been filed with the Commission. The Interconnection Feasibility Study will consist of a power flow and short circuit analysis. The Interconnection Feasibility Study will provide a list of facilities and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

### **6.3 Interconnection Feasibility Study Procedures**

Transmission Provider shall utilize existing studies to the extent practicable when it performs the study. Subject to Attachment M-2, Transmission Provider shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than sixty (60) Calendar Days after Transmission Provider receives the fully executed Interconnection Feasibility Study Agreement and the Interconnection Request is deemed complete. At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If Transmission Provider is unable to complete the Interconnection Feasibility Study within that time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the Interconnection Feasibility Study, subject to confidentiality arrangements consistent with Section 13.1.

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

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**6.4 Meeting with Transmission Provider**

At Interconnection Customer's request, within ten (10) Business Days of providing an Interconnection Feasibility Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Feasibility Study.

**6.5 Re-Study**

If re-study of the Interconnection Feasibility Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 6.1 Transmission Provider shall notify Interconnection Customer in writing. Transmission Provider shall use Reasonable Efforts to complete such re-study no later than sixty (60) Calendar Days from the date of the notice. Any cost of re-study shall be borne by the Interconnection Customer being re-studied.

**7.0 Interconnection System Impact Study**

**7.1 Combined Study Agreement**

Subject to Attachment M-2, unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.4.4, simultaneously with the delivery of the Interconnection Feasibility Study to Interconnection Customer, Transmission Provider shall tender to Interconnection Customer a Combined Study Agreement. Within five (5) Business Days following the deadline established pursuant to these SGIP for the meeting, contemplated by Section 6.4, Transmission Provider shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study.

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**7.2 Execution of Combined Study Agreement**

Interconnection Customer shall execute and deliver the Combined Study Agreement to Transmission Provider no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and a \$75,000 deposit.

If Interconnection Customer does not provide all technical data required by the Combined Study Agreement when it delivers the executed Combined Study Agreement to Transmission Provider, Transmission Provider shall notify Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Combined Study Agreement and Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Combined Study Agreement or deposit. If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and restudies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if Transmission Provider and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.4.4, shall be the substitute.

**7.3 Scope of Interconnection System Impact Study**

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all

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generating facilities (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but for which there is an executed interconnection agreement or an unexecuted interconnection agreement has been filed with the Commission. In the case of Clustering, the Interconnection System Impact Study will also consider all other Interconnection Requests to be studied concurrently pursuant to Section 4.2.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, and a power flow analysis. The Interconnection System Impact Study will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Interconnection System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. The Interconnection System Impact Study will provide a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility (including any amounts that Interconnection Customer may have to pay, or security the Interconnection Customer may have to provide, pursuant to Article 11 of the SGIA) and a non-binding good faith estimated time to construct.

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**7.4 Interconnection System Impact Study Procedures**

Transmission Provider shall coordinate the Interconnection System Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.6 above. Transmission Provider shall utilize existing studies to the extent practicable when it performs the study.

Transmission Provider shall use Reasonable Efforts to complete the Interconnection System Impact Study within one hundred and fifty (150) Calendar Days after the receipt of the Combined Study Agreement or notification to proceed, study payment, and technical data. If Transmission Provider uses Clustering, Transmission Provider shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within one hundred and fifty (150) Calendar Days after the close of the Queue Cluster Window.

At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection System Impact Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If Transmission Provider is unable to complete the Interconnection System Impact Study within the time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, Transmission Provider shall provide Interconnection Customer all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with Section 13.1.

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**7.5 Meeting with Transmission Provider**

At Interconnection Customer's request, within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection System Impact Study.

**7.6 Re-Study**

If re-study of the Interconnection System Impact Study is required due to a higher queued project dropping out of the queue, a modification of a higher queued project subject to 4.4, or re-designation of the Point of Interconnection pursuant to Section 7.2 Transmission Provider shall notify Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of re-study shall be borne by the Interconnection Customer being re-studied.

**8.0 Interconnection Facilities Study**

**8.1 Interconnection Facilities Study**

Within five (5) Business Days following the deadline established pursuant to these SGIP for the meeting contemplated by Section 7.5, Transmission Provider shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study.

**8.2 Authority to Proceed**

Interconnection Customer shall notify Transmission Provider in writing of whether it wishes Transmission Provider to proceed with the Interconnection Facilities Study no later than ten (10) Calendar Days of receipt from Transmission Provider of the cost estimate contemplated by Section 8.1. If Interconnection Customer

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wishes Transmission Provider to proceed with the Interconnection Facilities Study, it shall provide Transmission Provider with an initial \$150,000 deposit and all additional technical data requested by Transmission Provider together with such notice.

If Interconnection Customer does not provide all requested additional technical data when it delivers such notice, Transmission Provider shall notify Interconnection Customer in writing of the deficiency within five (5) Business Days of receipt of Interconnection Customer's notice to proceed. Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of Transmission Provider's notice.

Transmission Provider may request additional deposits and/or security based upon its assessment of the estimated final cost of the study.

### **8.3 Scope of Interconnection Facilities Study**

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Provider's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

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#### **8.4 Interconnection Facilities Study Procedures**

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.6 above. Transmission Provider shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the following number of days after receipt of notice from the Interconnection Customer to proceed pursuant to Section 8.2: two hundred seventy (270) Calendar Days with a +15/-10% percent cost estimate.

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

#### **8.5 Meeting with Transmission Provider**

At Interconnection Customer's request, within ten (10) Business Days of providing the draft Interconnection Facilities Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

#### **8.6 Comments**

Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study report, provide written comments to

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Transmission Provider, which Transmission Provider shall include in the final 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, workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study report, subject to confidentiality arrangements consistent with Section 13.1.

#### **8.7 Re-Study**

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

#### **9.0 Engineering and Procurement (E&P) Agreement**

Prior to executing an SGIA, 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

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Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the SGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or In-Service Date.

The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs. Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its Interconnection Request or either Party terminates the E&P Agreement, to the extent the equipment ordered can be cancelled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably cancelled, 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.

## **10.0 Optional Interconnection Study**

### **10.1 Optional Interconnection Study Agreement**

On or after the date when Interconnection Customer receives an Interconnection System Impact Study report, or at any time for Interconnection Customers subject to Clustering, Interconnection Customer may request, and Transmission Provider shall perform a reasonable number of Optional Interconnection Studies. The

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request shall describe the assumptions that Interconnection Customer wishes Transmission Provider to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, Transmission Provider shall provide to Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 4.

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

Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a \$30,000 deposit to Transmission Provider.

## **10.2 Scope of Optional Interconnection Study**

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also

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identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

### **10.3 Optional Interconnection Study Procedures**

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

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## **11.0 Standard Generator Interconnection Agreement (SGIA)**

### **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, Transmission Provider shall tender a SGIA, together with draft appendices. Interconnection Customer shall return the completed draft appendices within thirty (30) Calendar Days.

### **11.2 Negotiation**

Notwithstanding Section 11.1, at the request of Interconnection Customer Transmission Provider shall begin negotiations with Interconnection Customer concerning appendices A through D to the SGIA at any time after Transmission Provider delivers the draft Interconnection Facilities Study report to Interconnection Customer pursuant to Section 8.4. Following such request, or where no such request is made, following receipt by Transmission Provider of the completed draft appendices to the SGIA from Interconnection Customer pursuant to Section 11.1, Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of appendices A through D to the SGIA for not more than sixty (60) Calendar Days after Transmission Provider's tender of the SGIA and draft appendices pursuant to Section 11.1. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after Transmission Provider's tender of the SGIA and draft appendices pursuant to Section 11.1. Transmission Provider shall provide to Interconnection Customer a final SGIA within fifteen (15) Business Days after the completion of the negotiation process. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed a final SGIA, requested filing of an unexecuted SGIA with the Commission, or initiated Dispute

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Resolution procedures pursuant to Section 13.5, within thirty (30) Calendar Days of Transmission Provider's tender of a final SGIA, it shall be deemed to have withdrawn its Interconnection Request.

### **11.3 Execution and Filing**

If Interconnection Customer executes a final SGIA, it shall execute two originals of the tendered final SGIA and return them to Transmission Provider. At the same time, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Generating Facility, at Interconnection Customer election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Generating Facility; or (v) application for an air, water, or land use permit.

If Interconnection Customer requests in writing that Transmission Provider file with the Commission an SGIA in unexecuted form, Transmission Provider shall, as soon as practicable, but not later than ten (10) Business Days after receiving a request to file an unexecuted SGIA with the Commission, file an SGIA with Commission, together with its explanation of any matters as to which Interconnection Customer and Transmission Provider disagree and support for the costs that Transmission Provider proposes to charge to, or security that Transmission Provider proposes to require from, Interconnection Customer under the SGIA. An unexecuted SGIA should contain terms and conditions deemed appropriate by Transmission Provider for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities

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and upgrades under the agreed-upon terms of the unexecuted SGIA, they may proceed subject to the Commission ordering otherwise.

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

If Interconnection Customer executes the final SGIA, Transmission Provider and Interconnection Customer shall perform their respective obligations in accordance with the terms of the SGIA, subject to modification by the Commission. Upon submission of an unexecuted SGIA, Interconnection Customer and Transmission Provider shall promptly comply with the unexecuted SGIA, subject to modification by the Commission.

### **12.0 Construction of Transmission Provider's Interconnection Facilities and Network Upgrades**

#### **12.1 Schedule**

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

#### **12.2 Construction Sequencing**

##### **12.2.1 General**

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

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**12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity Other Than Interconnection Customer**

An Interconnection Customer with an SGIA, 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 provides Transmission Provider security as contemplated by Attachment O of the Tariff for: (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

Transmission Provider will reduce the outstanding amount of the security provided by the Interconnection Customer for both the expediting costs and the cost of such Network Upgrades, in accordance with Attachment O of the Tariff. The entity that would have had a contractual obligation to provide security for such Network Upgrades had they not been expedited shall be obligated to provide security for the outstanding balance of the security provided by the Interconnection Customer for such Network Upgrades on the date that it would have been due had there been no request for advance construction. Upon receipt of security from that entity, Transmission Provider shall release the security provided by the Interconnection Customer for such Network Upgrades.

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

An Interconnection Customer with an SGIA, 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 provides Transmission Provider security as contemplated by Attachment O of the Tariff for any associated expediting costs. Interconnection Customer may consolidate security for the expediting costs with other security in accordance with Attachment O.

**12.2.4 Amended Interconnection System Impact Study**

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

**13.0 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 SGIA.

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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.

Notwithstanding the foregoing, if Transmission Provider performs study work using WECC data (power flow, stability, and disturbance monitoring data) for an Interconnection Customer that is not a member of WECC, Interconnection Customer may only look at the data at Transmission Provider's office, but shall not be permitted to have the data or a copy of the data, and only once Interconnection Customer has signed the WECC Non-member Confidentiality Agreement in accordance with WECC policies.

Notwithstanding the foregoing, the release of Confidential Information shall be subject to Applicable Laws and Regulations and Applicable Reliability Standards.

### **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 other Party to keep such information confidential; (4) was independently

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developed by the receiving Party without reference to Confidential Information of the other Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the SGIA; 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 Applicable Laws and Regulations, or is necessary in any legal proceeding establishing rights and obligations under the SGIA. 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, contractors, 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.

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**13.1.4 No Warranties**

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

**13.1.5 Standard of Care**

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

**13.1.6 Order of Disclosure**

If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of the SGIA. 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.

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**13.1.7 Remedies**

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

**13.1.8 Disclosure to the Commission**

Notwithstanding anything in this Section 13.1 to the contrary, if the Commission, 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 SGIP, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party must request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure.

**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

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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 SGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information 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 Section 13.1 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 Confidential Information provided, at the time Confidential Information is no longer needed.

**13.2 Delegation of Responsibility**

Transmission Provider may use the services of contractors as it deems appropriate to perform its obligations under this SGIP.

Transmission Provider shall remain primarily liable to Interconnection Customer for the performance of such contractors and compliance with its obligations of this

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SGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

### **13.3 Obligation for Study Costs**

Transmission Provider shall charge, and Interconnection Customer shall pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice 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 6.3, 7.4 or 8.4 that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.4 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

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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 SGIA (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 selection through a request for proposal process where appropriate, reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as practicable upon Interconnection Customer's request subject to the confidentiality 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 SGIP, Article 26 of the SGIA (Subcontractors), and the relevant provisions of the Tariff 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

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Customer to complete and issue the Interconnection Study in the shortest reasonable time.

**13.5 Disputes**

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with the other Party's failure to comply with these SGIP, such dispute or claim shall be resolved in accordance with Dispute Resolution. Notwithstanding anything else herein, no Party shall be liable to the other for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with these SGIP.

**13.6 Notice**

Unless otherwise provided in these SGIP, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective only if given in writing, and may be so given by recognized national courier, or by depositing the same with the Canadian Postal Service with postage prepaid for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address for that Party's representative as set out in the Interconnection Request. Any notice, demand or request required or permitted to be given by either Party to the other and not required by these SGIP to be given in writing may be so given by telephone, facsimile or email to the numbers or addresses for the Party's representative as set out in the Interconnection Request.

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