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**ATTACHMENT M**

**STANDARD LARGE GENERATOR  
INTERCONNECTION PROCEDURES (LGIP)**

**including**

**STANDARD LARGE GENERATOR  
INTERCONNECTION AGREEMENT (LGIA)**

Issued By: C. M. Mennes  
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**Standard Large Generator  
Interconnection Procedures (LGIP)**

**(Applicable to Generating Facilities that exceed 20 MWs)**

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## SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32        *Effective Date* shall mean the date on which the Standard Large Generator Interconnection  
33 Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if  
34 filed unexecuted, upon the date specified by FERC.

35        *Emergency Condition* shall mean a condition or situation: (1) That in the judgment of the  
36 Party making the claim is imminently likely to endanger life or property; or (2) that, in the case

1 of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner)  
2 to cause a material adverse effect on the security of, or damage to Transmission Provider's  
3 Transmission System, Transmission Provider's Interconnection Facilities or the electric systems  
4 of others to which the Transmission Provider's Transmission System is directly connected; or (3)  
5 that, in the case of Interconnection Customer, is imminently likely (as determined in a non-  
6 discriminatory manner) to cause a material adverse effect on the security of, or damage to, the  
7 Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration  
8 and black start shall be considered Emergency Conditions; provided that Interconnection  
9 Customer is not obligated by the Standard Large Generator Interconnection Agreement to  
10 possess black start capability.

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

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

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

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

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

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

31 *Generating Facility* shall mean Interconnection Customer's device for the production of  
32 electricity identified in the Interconnection Request, but shall not include the Interconnection  
33 Customer's Interconnection Facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15        *IRS* shall mean the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18       *Stand Alone Network Upgrades* shall mean Network Upgrades that an Interconnection  
19 Customer may construct without affecting day-to-day operations of the Transmission System  
20 during their construction. Both the Transmission Provider and the Interconnection Customer  
21 must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix  
22 A to the Standard Large Generator Interconnection Agreement.

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

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

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

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

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

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

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

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

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

## 22 23 24 **Section 2. Scope and Application.**

### 25 26 **2.1 Application of Standard Large Generator Interconnection 27 Procedures.**

28 Sections 2 through 13 apply to processing an Interconnection Request pertaining  
29 to a Large Generating Facility.

### 30 31 **2.2 Comparability.**

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

### 37 38 **2.3 Base Case Data.**

1 Transmission Provider shall provide base power flow, short circuit and stability databases,  
2 including all underlying assumptions, and contingency list upon request subject to confidentiality  
3 provisions in LGIP Section 13.1. Transmission Provider is permitted to require that  
4 Interconnection Customer sign a confidentiality agreement before the release of commercially  
5 sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such  
6 databases and lists, hereinafter referred to as Base Cases, shall include all (i) generation projects  
7 and (ii) transmission projects, including merchant transmission projects that are proposed for the  
8 Transmission System for which a transmission expansion plan has been submitted and approved  
9 by the applicable authority.

#### 10 **2.4 No Applicability to Transmission Service.**

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

### 14 **Section 3. Interconnection Requests.**

#### 15 **3.1 General.**

16 An Interconnection Customer shall submit to Transmission Provider an Interconnection  
17 Request in the form of Appendix 1 to this LGIP and a refundable deposit of \$ 10,000.  
18 Transmission Provider shall apply the deposit toward the cost of an Interconnection Feasibility  
19 Study. Interconnection Customer shall submit a separate Interconnection Request for each site  
20 and may submit multiple Interconnection Requests for a single site. Interconnection Customer  
21 must submit a deposit with each Interconnection Request even when more than one request is  
22 submitted for a single site. An Interconnection Request to evaluate one site at two different  
23 voltage levels shall be treated as two Interconnection Requests. At Interconnection Customer's  
24 option, Transmission Provider and Interconnection Customer will identify alternative Point(s) of  
25 Interconnection and configurations at the Scoping Meeting to evaluate in this process and  
26 attempt to eliminate alternatives in a reasonable fashion given resources and information  
27 available. Interconnection Customer will select the definitive Point(s) of Interconnection to be  
28 studied no later than the execution of the Interconnection Feasibility Study Agreement. The  
29 Transmission Provider will use the regional reliability criteria developed and implemented by the  
30 Florida Reliability Coordinating Council.

#### 31 **3.2 Identification of Types of Interconnection Services.**

32 At the time the Interconnection Request is submitted, Interconnection Customer must request  
33 either Energy Resource Interconnection Service or Network Resource Interconnection Service,  
34

1 as described; provided, however, any Interconnection Customer requesting Network Resource  
2 Interconnection Service may also request that it be concurrently studied for Energy Resource  
3 Interconnection Service, up to the point when an Interconnection Facility Study Agreement is  
4 executed. Interconnection Customer may then elect to proceed with Network Resource  
5 Interconnection Service or to proceed under a lower level of interconnection service to the extent  
6 that only certain upgrades will be completed.  
7

### 8 **3.2.1 Energy Resource Interconnection Service (ER Interconnection** 9 **Service).** 10

11 **3.2.1.1 The Product.** Energy Resource Interconnection Service allows Interconnection  
12 Customer to connect the Large Generating Facility to the Transmission System and be eligible to  
13 deliver the Large Generating Facility's output using the existing firm or non-firm capacity of the  
14 Transmission System on an "as available" basis. Energy Resource Interconnection Service does  
15 not in and of itself convey any right to deliver electricity to any specific customer or Point of  
16 Delivery.  
17

18 **3.2.1.2 The Study.** The study consists of short circuit/fault duty, grounding, reactive  
19 power, stability, regional transfer capability, nuclear plant off-site power (where applicable),  
20 steady state (thermal and voltage) and stability analyses. The short circuit/fault duty analysis  
21 would identify direct Interconnection Facilities required and the Network Upgrades necessary to  
22 address short circuit issues associated with the Interconnection Facilities. The stability and  
23 steady state studies would identify necessary upgrades to allow full output of the proposed Large  
24 Generating Facility and would also identify the maximum allowed output, at the time the study is  
25 performed, of the interconnecting Large Generating Facility without requiring additional  
26 Network Upgrades.  
27

### 28 **3.2.2 Network Resource Interconnection Service (NR** 29 **Interconnection Service).** 30

31 **3.2.2.1 The Product.** Transmission Provider must conduct the necessary studies and  
32 construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a  
33 manner comparable to that in which Transmission Provider integrates its generating facilities to  
34 serve native load customers; or (2) in an ISO or RTO with market based congestion  
35 management, in the same manner as Network Resources. Network Resource Interconnection  
36 Service Allows Interconnection Customer's Large Generating Facility to be designated as a  
37 Network Resource, up to the Large Generating Facility's full output, on the same basis as  
38 existing Network Resources interconnected to Transmission Provider's

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1 Transmission System, and to be studied as a Network Resource on the assumption that such a  
2 designation will occur.

3 **3.2.2.2 The Study.** The Interconnection Study for Network Resource Interconnection  
4 Service shall assure that Interconnection Customer's Large Generating Facility meets the  
5 requirements for Network Resource Interconnection Service and as a general matter, that such  
6 Large Generating Facility's interconnection is also studied with Transmission Provider's  
7 Transmission System at peak load and/or non-peak load (provided that if a Customer requests an  
8 explanation of why non-peak load was used, the Transmission Provider shall provide Customer  
9 with a justification that non-peak load based contingencies warrant such studies for reliability  
10 purposes), under a variety of severely stressed conditions, to determine whether, with the Large  
11 Generating Facility at full output, the aggregate of generation in the local area can be delivered  
12 to the aggregate of load on Transmission Provider's Transmission System, consistent with  
13 Transmission Provider's reliability criteria and procedures. This approach assumes that some  
14 portion of existing Network Resources are displaced by the output of Interconnection Customer's  
15 Large Generating Facility. Network Resource Interconnection Service in and of itself does not  
16 convey any right to deliver electricity to any specific customer or Point of Delivery. The  
17 Transmission Provider may also study the Transmission System under non-peak load conditions.  
18 However, upon request by the Interconnection Customer, the Transmission Provider must  
19 explain in writing to the Interconnection Customer why the study of non-peak load conditions is  
20 required for reliability purposes.

21

### 22 **3.3 Valid Interconnection Request.**

23

24

#### **3.3.1 Initiating an Interconnection Request.**

25 To initiate an Interconnection Request, Interconnection Customer must submit all of the  
26 following: (i) A \$ 10,000 deposit, (ii) a completed application in the form of Appendix 1, and  
27 (iii) demonstration of Site Control or a posting of an additional deposit of \$ 10,000. Such  
28 deposits shall be applied toward any Interconnection Studies pursuant to the Interconnection  
29 Request. If Interconnection Customer demonstrates Site Control within the cure period specified  
30 in Section 3.3.3 after submitting its Interconnection Request, the additional deposit shall be  
31 refundable; otherwise, all such deposit(s), additional and initial, become non-refundable.

32

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

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1 longer where Interconnection Customer and Transmission Provider agree, such agreement not to  
2 be unreasonably withheld.

### 3 4 **3.3.2 Acknowledgment of Interconnection Request.**

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

### 8 9 **3.3.3 Deficiencies in Interconnection Request.**

10 An Interconnection Request will not be considered to be a valid request until all items in  
11 Section 3.3.1 have been received by Transmission Provider. If an Interconnection Request fails  
12 to meet the requirements set forth in Section 3.3.1, Transmission Provider shall notify  
13 Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection  
14 Request of the reasons for such failure and that the Interconnection Request does not constitute a  
15 valid request. Interconnection Customer shall provide Transmission Provider the additional  
16 requested information needed to constitute a valid request within ten (10) Business Days after  
17 receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.3.3  
18 shall be treated in accordance with Section 3.6.

### 19 20 **3.3.4 Scoping Meeting.**

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

25  
26 The purpose of the Scoping Meeting shall be to discuss alternative interconnection options,  
27 to exchange information including any transmission data that would reasonably be expected to  
28 impact such interconnection options, to analyze such information and to determine the potential  
29 feasible Points of Interconnection. Transmission Provider and Interconnection Customer will  
30 bring to the meeting such technical data, including, but not limited to: (i) General facility  
31 loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage  
32 issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose  
33 of the meeting. Transmission Provider and Interconnection Customer will also bring to the  
34 meeting personnel and other resources as may be reasonably required to accomplish the purpose  
35 of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection  
36 Customer shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more  
37 available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient  
38 to accomplish its purpose.

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

### 3.5 Coordination with Affected Systems.

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

### 3.6 Withdrawal.

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

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1 Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide  
2 written notice to Interconnection Customer of the deemed withdrawal and an explanation of the  
3 reasons for such deemed withdrawal. Upon receipt of such written notice, Interconnection  
4 Customer shall have fifteen (15) Business Days in which to either respond with information or  
5 actions that cures the deficiency or to notify Transmission Provider of its intent to pursue  
6 Dispute Resolution.  
7

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

17 Transmission Provider shall (i) update the OASIS Queue Position posting and (ii) refund to  
18 Interconnection Customer any portion of Interconnection Customer's deposit or study payments  
19 that exceeds the costs that Transmission Provider has incurred, including interest calculated in  
20 accordance with section 35.19a(a)(2) of FERC's regulations. In the event of such withdrawal,  
21 Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall provide, at  
22 Interconnection Customer's request, all information that Transmission Provider developed for  
23 any completed study conducted up to the date of withdrawal of the Interconnection Request.  
24  
25

## 26 **Section 4. Queue Position.**

### 27 **4.1 General.**

28  
29 Transmission Provider shall assign a Queue Position based upon the date and time of receipt  
30 of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request  
31 is not valid is the lack of required information on the application form, and Interconnection  
32 Customer provides such information in accordance with Section 3.3.3, then Transmission  
33 Provider shall assign Interconnection Customer a Queue Position based on the date the  
34 application form was originally filed. Moving a Point of Interconnection shall result in a  
35 lowering of Queue Position if it is deemed a Material Modification under Section 4.4.3. The  
36 Queue Position of each Interconnection Request will be used to determine the order of  
37 performing the Interconnection Studies and determination of cost responsibility for the facilities  
38 necessary to accommodate the Interconnection Request. A higher queued Interconnection  
39 Request is one that has been placed "earlier" in the queue in relation to another Interconnection

1 Request that is lower queued. Transmission Provider may allocate the cost of the common  
2 upgrades for clustered Interconnection Requests without regard to Queue Position.

#### 3 4 5 **4.2 Clustering.**

6 At Transmission Provider's option, Interconnection Requests may be studied serially or in  
7 clusters for the purpose of the Interconnection System Impact Study.

8 Clustering shall be implemented on the basis of Queue Position. If Transmission Provider  
9 elects to study Interconnection Requests using Clustering, all Interconnection Requests received  
10 within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred  
11 to as the "Queue Cluster Window" shall be studied together without regard to the nature of the  
12 underlying Interconnection Service, whether Energy Resource Interconnection Service or  
13 Network Resource Interconnection Service. The deadline for completing all Interconnection  
14 System Impact Studies for which an Interconnection System Impact Study Agreement has been  
15 executed during a Queue Cluster Window shall be in accordance with Section 7.4, for all  
16 Interconnection Requests assigned to the same Queue Cluster Window. Transmission Provider  
17 may study an Interconnection Request separately to the extent warranted by Good Utility  
18 Practice based upon the electrical remoteness of the proposed Large Generating Facility.  
19 Clustering Interconnection System Impact Studies shall be conducted in such a manner to ensure  
20 the efficient implementation of the applicable regional transmission expansion plan in light of  
21 the Transmission System's capabilities at the time of each study.

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

#### 27 28 **4.3 Transferability of Queue Position.**

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

#### 32 33 **4.4 Modifications.**

34 Interconnection Customer shall submit to Transmission Provider, in writing, modifications to  
35 any information provided in the Interconnection Request. Interconnection Customer shall retain  
36 its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.2 or 4.4.5, or  
37 are determined not to be Material Modifications pursuant to Section 4.4.3. Notwithstanding the  
38 above, during the course of the Interconnection Studies, either Interconnection Customer or

1 Transmission Provider may identify changes to the planned interconnection that may improve  
2 the costs and benefits (including reliability) of the interconnection, and the ability of the  
3 proposed change to accommodate the Interconnection Request. To the extent the identified  
4 changes are acceptable to Transmission Provider and Interconnection Customer, such acceptance  
5 not to be unreasonably withheld, Transmission Provider shall modify the Point of  
6 Interconnection and/or configuration in accordance with such changes and proceed with any re-  
7 studies necessary to do so in accordance with Section 6.4, Section 7.6 and Section 8.5 as  
8 applicable and Interconnection Customer shall retain its Queue Position.  
9  
10

11 4.4.1 Prior to the return of the executed Interconnection System Impact Study Agreement to  
12 Transmission Provider, modifications permitted under this Section shall include specifically: (a)  
13 A decrease of up to 60 percent of electrical output (MW) of the proposed project; (b) modifying  
14 the technical parameters associated with the Large Generating Facility technology or the Large  
15 Generating Facility step-up transformer impedance characteristics; and (c) modifying the  
16 interconnection configuration. For plant increases, the incremental increase in plant output will  
17 go to the end of the queue for the purposes of cost allocation and study analysis.  
18

19 4.4.2 Prior to the return of the executed Interconnection Facility Study Agreement to  
20 Transmission Provider, the modifications permitted under this Section shall include specifically:  
21 (a) Additional 15 percent decrease of electrical output (MW), and (b) Large Generating Facility  
22 technical parameters associated with modifications to Large Generating Facility technology and  
23 transformer impedances; provided, however, the incremental costs associated with those  
24 modifications are the responsibility of the requesting Interconnection Customer.  
25

26 4.4.3 Prior to making any modification other than those specifically permitted by Sections  
27 4.4.1, 4.4.2, and 4.4.5, Interconnection Customer may first request that Transmission Provider  
28 evaluate whether such modification is a Material Modification. In response to Interconnection  
29 Customer's request, Transmission Provider shall evaluate the proposed modifications prior to  
30 making them and inform Interconnection Customer in writing of whether the modifications  
31 would constitute a Material Modification. Any change to the Point of Interconnection, except  
32 those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a  
33 Material Modification. Interconnection Customer may then withdraw the proposed modification  
34 or proceed with a new Interconnection Request for such modification.  
35

36 4.4.4 Upon receipt of Interconnection Customer's request for modification permitted under  
37 this Section 4.4, Transmission Provider shall commence and perform any necessary additional  
38 studies as soon as practicable, but in no event shall Transmission Provider commence such  
39 studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's

1 request. Any additional studies resulting from such modification shall be done at Interconnection  
2 Customer's cost.  
3

4 4.4.5 Extensions of less than three (3) cumulative years in the Commercial Operation Date of  
5 the Large Generating Facility to which the Interconnection Request relates are not material and  
6 should be handled through construction sequencing.  
7  
8

9 **Section 5. Procedures for Interconnection Requests Submitted Prior to**  
10 **Effective Date of Standard Large Generator Interconnection**  
11 **Procedures.**  
12

13 **5.1 Queue Position for Pending Requests.**  
14

15 5.1.1 Any Interconnection Customer assigned a Queue Position prior to the effective date of this  
16 LGIP shall retain that Queue Position.  
17

18 5.1.1.1 If an Interconnection Study Agreement has not been executed as of the effective date  
19 of this LGIP, then such Interconnection Study, and any subsequent Interconnection Studies, shall  
20 be processed in accordance with this LGIP.

21 5.1.1.2 If an Interconnection Study Agreement has been executed prior to the effective date  
22 of this LGIP, such Interconnection Study shall be completed in accordance with the terms of  
23 such agreement. With respect to any remaining studies for which an Interconnection Customer  
24 has not signed an Interconnection Study Agreement prior to the effective date of the LGIP,  
25 Transmission Provider must offer Interconnection Customer the option of either continuing  
26 under Transmission Provider's existing interconnection study process or going forward with the  
27 completion of the necessary Interconnection Studies (for which it does not have a signed  
28 Interconnection Studies Agreement) in accordance with this LGIP.  
29

30 5.1.1.3 If an LGIA has been submitted to FERC for approval before the effective date of the  
31 LGIP, then the LGIA would be grandfathered.  
32

33 *5.1.2 Transition Period*

34 To the extent necessary, Transmission Provider and Interconnection Customers with an  
35 outstanding request (*i.e.*, an Interconnection Request for which an LGIA has not been submitted  
36 to FERC for approval as of the effective date of this LGIP) shall transition to this LGIP within a

1 reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term  
2 "outstanding request" herein shall mean any Interconnection Request, on the effective date of  
3 this LGIP: (i) That has been submitted but not yet accepted by Transmission Provider; (ii) where  
4 the related interconnection agreement has not yet been submitted to FERC for approval in  
5 executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have  
6 not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process  
7 but not yet completed. Any Interconnection Customer with an outstanding request as of the  
8 effective date of this LGIP may request a reasonable extension of any deadline, otherwise  
9 applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A  
10 reasonable extension shall be granted by Transmission Provider to the extent consistent with the  
11 intent and process provided for under this LGIP.

## 12 13 **5.2 New Transmission Provider.**

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

## 26 27 28 **Section 6. Interconnection Feasibility Study.**

### 29 30 **6.1 Interconnection Feasibility Study Agreement.**

31 Simultaneously with the acknowledgement of a valid Interconnection Request Transmission  
32 Provider shall provide to Interconnection Customer an Interconnection Feasibility Study  
33 Agreement in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall  
34 specify that Interconnection Customer is responsible for the actual cost of the Interconnection  
35 Feasibility Study. Within five (5) Business Days following the Scoping Meeting Interconnection  
36 Customer shall specify for inclusion in the attachment to the Interconnection Feasibility Study  
37 Agreement the Point(s) of Interconnection and any reasonable alternative Point(s) of  
38 Interconnection. Within five (5) Business Days following Transmission Provider's receipt of  
39 such designation, Transmission Provider shall tender to Interconnection Customer the

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1 Interconnection Feasibility Study Agreement signed by Transmission Provider, which includes a  
2 good faith estimate of the cost for completing the Interconnection Feasibility Study.  
3 Interconnection Customer shall execute and deliver to Transmission Provider the Interconnection  
4 Feasibility Study Agreement along with a \$ 10,000 deposit no later than thirty (30) Calendar  
5 Days after its receipt. On or before the return of the executed Interconnection Feasibility Study  
6 Agreement to Transmission Provider, Interconnection Customer shall provide the technical data  
7 called for in Appendix 1, Attachment A. If the Interconnection Feasibility Study uncovers any  
8 unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of  
9 Interconnection identified by either Interconnection Customer or Transmission Provider, and  
10 acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for  
11 the designated Point of Interconnection specified above without loss of Queue Position, and Re-  
12 studies shall be completed pursuant to Section 6.4 as applicable. For the purpose of this Section  
13 6.1, if Transmission Provider and Interconnection Customer cannot agree on the substituted Point  
14 of Interconnection, then Interconnection Customer may direct that one of the alternatives as  
15 specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section  
16 3.3.4, shall be the substitute.  
17  
18

## 19 **6.2 Scope of Interconnection Feasibility Study.**

20 The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the  
21 proposed interconnection to the Transmission System. The Interconnection Feasibility Study will  
22 consider the Base Case as well as all generating facilities (and with respect to (iii), any identified  
23 Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) Are  
24 directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems  
25 and may have an impact on the Interconnection Request; (iii) have a pending higher queued  
26 Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue  
27 Position but have executed an LGIA or requested that an unexecuted LGIA be filed with FERC.  
28 The Interconnection Feasibility Study will consist of a power flow and short circuit analysis. The  
29 Interconnection Feasibility Study will provide a list of facilities and a non-binding good faith  
30 estimate of cost responsibility and a non-binding good faith estimated time to construct.  
31  
32

## 33 **6.3 Interconnection Feasibility Study Procedures.**

34 Transmission Provider shall utilize existing studies to the extent practicable when it performs  
35 the study. Transmission Provider shall use Reasonable Efforts to complete the Interconnection  
36 Feasibility Study no later than forty-five (45) Calendar Days after Transmission Provider  
37 receives the fully executed Interconnection Feasibility Study Agreement. At the request of  
38 Interconnection Customer or at any time Transmission Provider determines that it will not meet  
39 the required time frame for completing the Interconnection Feasibility Study, Transmission

1 Provider shall notify Interconnection Customer as to the schedule status of the Interconnection  
2 Feasibility Study. If Transmission Provider is unable to complete the Interconnection Feasibility  
3 Study within that time period, it shall notify Interconnection Customer and provide an estimated  
4 completion date with an explanation of the reasons why additional time is required. Upon  
5 request, Transmission Provider shall provide Interconnection Customer supporting  
6 documentation, workpapers and relevant power flow, short circuit and stability databases for the  
7 Interconnection Feasibility Study, subject to confidentiality arrangements consistent with Section  
8 13.1.

#### 9 10 6.3.1 Meeting with Transmission Provider

11 Within ten (10) Business Days of providing an Interconnection Feasibility Study report to  
12 Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to  
13 discuss the results of the Interconnection Feasibility Study.

#### 14 15 **6.4 Re-Study.**

16 If Re-Study of the Interconnection Feasibility Study is required due to a higher queued  
17 project dropping out of the queue, or a modification of a higher queued project subject to Section  
18 4.4, or re-designation of the Point of Interconnection pursuant to Section 6.1 Transmission  
19 Provider shall notify Interconnection Customer in writing. Such Re-Study shall take not longer  
20 than forty-five (45) Calendar Days from the date of the notice. Any cost of Re-Study shall be  
21 borne by the Interconnection Customer being re-studied.

### 22 23 24 **Section 7. Interconnection System Impact Study.**

#### 25 26 **7.1 Interconnection System Impact Study Agreement.**

27 Unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.3.4,  
28 simultaneously with the delivery of the Interconnection Feasibility Study to Interconnection  
29 Customer, Transmission Provider shall provide to Interconnection Customer an Interconnection  
30 System Impact Study Agreement in the form of Appendix 3 to this LGIP. The Interconnection  
31 System Impact Study Agreement shall provide that Interconnection Customer shall compensate  
32 Transmission Provider for the actual cost of the Interconnection System Impact Study. Within  
33 three (3) Business Days following the Interconnection Feasibility Study results meeting,  
34 Transmission Provider shall provide to Interconnection Customer a non-binding good faith  
35 estimate of the cost and timeframe for completing the Interconnection System Impact Study.

#### 36 37 **7.2 Execution of Interconnection System Impact Study Agreement.**

38 Interconnection Customer shall execute the Interconnection System Impact Study Agreement  
39 and deliver the executed Interconnection System Impact Study Agreement to Transmission

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1 Provider no later than thirty (30) Calendar Days after its receipt along with demonstration of Site  
2 Control, and a \$ 50,000 deposit.

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

10 If the Interconnection System Impact Study uncovers any unexpected result(s) not  
11 contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute  
12 Point of Interconnection identified by either Interconnection Customer or Transmission Provider,  
13 and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted  
14 for the designated Point of Interconnection specified above without loss of Queue Position, and  
15 restudies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this  
16 Section 7.2, if Transmission Provider and Interconnection Customer cannot agree on the  
17 substituted Point of Interconnection, then Interconnection Customer may direct that one of the  
18 alternatives as specified in the Interconnection Feasibility Study Agreement, as specified  
19 pursuant to Section 3.3.4, shall be the substitute.  
20  
21

### 22 **7.3 Scope of Interconnection System Impact Study.**

23 The Interconnection System Impact Study shall evaluate the impact of the proposed  
24 interconnection on the reliability of the Transmission System. The Interconnection System  
25 Impact Study will consider the Base Case as well as all generating facilities (and with respect to  
26 (iii) below, any identified Network Upgrades associated with such higher queued  
27 interconnection) that, on the date the Interconnection System Impact Study is commenced: (i)  
28 Are directly interconnected to the Transmission System; (ii) are interconnected to Affected  
29 Systems and may have an impact on the Interconnection Request; (iii) have a pending higher  
30 queued Interconnection Request to interconnect to the Transmission System; and (iv) have no  
31 Queue Position but have executed an LGIA or requested that an unexecuted LGIA be filed with  
32 FERC.

33 The Interconnection System Impact Study will consist of a short circuit analysis, grounding,  
34 reactive power, regional transfer capability, nuclear plant off-site power (where applicable), a  
35 stability analysis, and a power flow analysis. The Interconnection System Impact Study will state  
36 the assumptions upon which it is based; state the results of the analyses; and provide the

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1 requirements or potential impediments to providing the requested interconnection service,  
2 including a preliminary indication of the cost and length of time that would be necessary to  
3 correct any problems identified in those analyses and implement the interconnection. The  
4 Interconnection System Impact Study will provide a list of facilities that are required as a result  
5 of the Interconnection Request and a non-binding good faith estimate of cost responsibility and a  
6 non-binding good faith estimated time to construct.

#### 7.4 Interconnection System Impact Study Procedures.

10 Transmission Provider shall coordinate the Interconnection System Impact Study with any  
11 Affected System that is affected by the Interconnection Request pursuant to Section 3.5 above.  
12 Transmission Provider shall utilize existing studies to the extent practicable when it performs the  
13 study. Transmission Provider shall use Reasonable Efforts to complete the Interconnection  
14 System Impact Study within ninety (90) Calendar Days after the receipt of the Interconnection  
15 System Impact Study Agreement or notification to proceed, study payment, and technical data. If  
16 Transmission Provider uses Clustering, Transmission Provider shall use Reasonable Efforts to  
17 deliver a completed Interconnection System Impact Study within ninety (90) Calendar Days after  
18 the close of the Queue Cluster Window. At the request of Interconnection Customer or at any  
19 time Transmission Provider determines that it will not meet the required time frame for  
20 completing the Interconnection System Impact Study, Transmission Provider shall notify  
21 Interconnection Customer as to the schedule status of the Interconnection System Impact Study.  
22 If Transmission Provider is unable to complete the Interconnection System Impact Study within  
23 the time period, it shall notify Interconnection Customer and provide an estimated completion  
24 date with an explanation of the reasons why additional time is required. Upon request,  
25 Transmission Provider shall provide Interconnection Customer all supporting documentation,  
26 workpapers and relevant pre-Interconnection Request and post-Interconnection Request power  
27 flow, short circuit and stability databases for the Interconnection System Impact Study, subject to  
28 confidentiality arrangements consistent with Section 13.1.

#### 7.5 Meeting with Transmission Provider.

32 Within ten (10) Business Days of providing an Interconnection System Impact Study report  
33 to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to  
34 discuss the results of the Interconnection System Impact Study.

#### 7.6 Re-Study.

37 If Re-Study of the Interconnection System Impact Study is required due to a higher queued  
38 project dropping out of the queue, or a modification of a higher queued project subject to 4.4, or re-  
39 re-

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1 designation of the Point of Interconnection pursuant to Section 7.2 Transmission Provider shall  
2 notify Interconnection Customer in writing. Such Re-Study shall take no longer than sixty (60)  
3 Calendar Days from the date of notice. Any cost of Re-Study shall be borne by the  
4 Interconnection Customer being re-studied.  
5  
6

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

### 8 **8.1 Interconnection Facilities Study Agreement.**

9  
10 Simultaneously with the delivery of the Interconnection System Impact Study to  
11 Interconnection Customer, Transmission Provider shall provide to Interconnection Customer an  
12 Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP. The  
13 Interconnection Facilities Study Agreement shall provide that Interconnection Customer shall  
14 compensate Transmission Provider for the actual cost of the Interconnection Facilities Study.  
15 Within three (3) Business Days following the Interconnection System Impact Study results  
16 meeting, Transmission Provider shall provide to Interconnection Customer a non-binding good  
17 faith estimate of the cost and timeframe for completing the Interconnection Facilities Study.  
18 Interconnection Customer shall execute the Interconnection Facilities Study Agreement and  
19 deliver the executed Interconnection Facilities Study Agreement to Transmission Provider within  
20 thirty (30) Calendar Days after its receipt, together with the required technical data and the  
21 greater of \$ 100,000 or Interconnection Customer's portion of the estimated monthly cost of  
22 conducting the Interconnection Facilities Study.  
23

24 8.1.1 Transmission Provider shall invoice Interconnection Customer on a monthly basis for  
25 the work to be conducted on the Interconnection Facilities Study each month. Interconnection  
26 Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice.  
27 Transmission Provider shall continue to hold the amounts on deposit until settlement of the final  
28 invoice.  
29

### 30 **8.2 Scope of Interconnection Facilities Study.**

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

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1 and an estimate of the time required to complete the construction and installation of such  
2 facilities.

### 4 **8.3 Interconnection Facilities Study Procedures.**

5 Transmission Provider shall coordinate the Interconnection Facilities Study with any  
6 Affected System pursuant to Section 3.5 above. Transmission Provider shall utilize existing  
7 studies to the extent practicable in performing the Interconnection Facilities Study. Transmission  
8 Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection  
9 Facilities Study report to Interconnection Customer within the following number of days after  
10 receipt of an executed Interconnection Facilities Study Agreement: Ninety (90) Calendar Days,  
11 with no more than a +/-20 percent cost estimate contained in the report; or one hundred eighty  
12 (180) Calendar Days, if Interconnection Customer requests a +/-10 percent cost estimate.

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

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

### 34 **8.4 Meeting with Transmission Provider.**

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

**8.5 Re-Study.**

If Re-Study of the Interconnection Facilities Study is required due to a higher queued project dropping out of the queue or a modification of a higher queued project pursuant to Section 4.4, Transmission Provider shall so notify Interconnection Customer in writing. 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.

**Section 9. Engineering & Procurement (“E&P”) Agreement.**

Prior to executing an LGIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Provider shall offer the Interconnection Customer, an E&P Agreement that authorizes Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter 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 application for interconnection or either Party terminates the E&P Agreement, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, Transmission Provider may elect: (i) To take title to the equipment, in which event Transmission Provider shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

**Section 10. Optional Interconnection Study.****10.1 Optional Interconnection Study Agreement.**

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1 On or after the date when Interconnection Customer receives Interconnection System Impact  
2 Study results, Interconnection Customer may request, and Transmission Provider shall perform a  
3 reasonable number of Optional Studies. The request shall describe the assumptions that  
4 Interconnection Customer wishes Transmission Provider to study within the scope described in  
5 Section 10.2. Within five (5) Business Days after receipt of a request for an Optional  
6 Interconnection Study, Transmission Provider shall provide to Interconnection Customer an  
7 Optional Interconnection Study Agreement in the form of Appendix 5. The Optional  
8 Interconnection Study Agreement shall: (i) Specify the technical data that Interconnection  
9 Customer must provide for each phase of the Optional Interconnection Study, (ii) specify  
10 Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue  
11 priority dates will be excluded from the Optional Interconnection Study case and assumptions as  
12 to the type of interconnection service for Interconnection Requests remaining in the Optional  
13 Interconnection Study case, and (iii) Transmission Provider's estimate of the cost of the Optional  
14 Interconnection Study. To the extent known by Transmission Provider, such estimate shall  
15 include any costs expected to be incurred by any Affected System whose participation is  
16 necessary to complete the Optional Interconnection Study. Notwithstanding the above,  
17 Transmission Provider shall not be required as a result of an Optional Interconnection Study  
18 request to conduct any additional Interconnection Studies with respect to any other  
19 Interconnection Request.

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

### 23 24 25 **10.2 Scope of Optional Interconnection Study.**

26 The Optional Interconnection Study will consist of a sensitivity analysis based on the  
27 assumptions specified by Interconnection Customer in the Optional Interconnection Study  
28 Agreement. The Optional Interconnection Study will also identify Transmission Provider's  
29 Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be  
30 required to provide transmission service or Interconnection Service based upon the results of the  
31 Optional Interconnection Study. The Optional Interconnection Study shall be performed solely  
32 for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the  
33 study with any Affected Systems that may be affected by the types of Interconnection Services  
34 that are being studied. Transmission Provider shall utilize existing studies to the extent  
35 practicable in conducting the Optional Interconnection Study.

### 36 37 **10.3 Optional Interconnection Study Procedures.**

38 The executed Optional Interconnection Study Agreement, the prepayment, and technical and  
39 other data called for therein must be provided to Transmission Provider within ten (10) Business

1 Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement.  
2 Transmission Provider shall use Reasonable Efforts to complete the Optional Interconnection  
3 Study within a mutually agreed upon time period specified within the Optional Interconnection  
4 Study Agreement. If Transmission Provider is unable to complete the Optional Interconnection  
5 Study within such time period, it shall notify Interconnection Customer and provide an estimated  
6 completion date and an explanation of the reasons why additional time is required. Any  
7 difference between the study payment and the actual cost of the study shall be paid to  
8 Transmission Provider or refunded to Interconnection Customer, as appropriate. Upon request,  
9 Transmission Provider shall provide Interconnection Customer supporting documentation and  
10 workpapers and databases or data developed in the preparation of the Optional Interconnection  
11 Study, subject to confidentiality arrangements consistent with Section 13.1.  
12  
13

## 14 **Section 11. Standard Large Generator Interconnection Agreement (LGIA).**

### 15 **11.1 Tender.**

16  
17 Interconnection Customer shall tender comments on the draft Interconnection Facilities  
18 Study Report within thirty (30) Calendar Days of receipt of the report. Within thirty (30)  
19 Calendar Days after the comments are submitted, Transmission Provider shall tender a draft  
20 LGIA, together with draft appendices. The draft LGIA shall be in the form of Transmission  
21 Provider's FERC-approved standard form LGIA, which is in Appendix 6. Interconnection  
22 Customer shall execute and return the completed draft appendices within thirty (30) Calendar  
23 Days.  
24

### 25 **11.2 Negotiation.**

26 Notwithstanding Section 11.1, at the request of Interconnection Customer Transmission  
27 Provider shall begin negotiations with Interconnection Customer concerning the appendices to  
28 the LGIA at any time after Interconnection Customer executes the Interconnection Facilities  
29 Study Agreement. Transmission Provider and Interconnection Customer shall negotiate  
30 concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty  
31 (60) Calendar Days after tender of the final Interconnection Facilities Study Report. If  
32 Interconnection Customer determines that negotiations are at an impasse, it may request  
33 termination of the negotiations at any time after tender of the draft LGIA pursuant to Section  
34 11.1 and request submission of the unexecuted LGIA with FERC or initiate Dispute Resolution  
35 procedures pursuant to Section 13.5. If Interconnection Customer requests termination of the  
36 negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the  
37 unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its  
38 Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer  
39 has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute

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1 Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of  
2 draft LGIA, it shall be deemed to have withdrawn its Interconnection Request. Transmission  
3 Provider shall provide to Interconnection Customer a final LGIA within fifteen (15) Business  
4 Days after the completion of the negotiation process.

### 6 **11.3 Execution and Filing.**

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

19 Interconnection Customer shall either: (i) Execute two originals of the tendered LGIA and  
20 return them to Transmission Provider; or (ii) request in writing that Transmission Provider file  
21 with FERC an LGIA in unexecuted form. As soon as practicable, but not later than ten (10)  
22 Business Days after receiving either the two executed originals of the tendered LGIA (if it does  
23 not conform with a FERC-approved standard form of interconnection agreement) or the request  
24 to file an unexecuted LGIA, Transmission Provider shall file the LGIA with FERC, together with  
25 its explanation of any matters as to which Interconnection Customer and Transmission Provider  
26 disagree and support for the costs that Transmission Provider proposes to charge to  
27 Interconnection Customer under the LGIA. An unexecuted LGIA should contain terms and  
28 conditions deemed appropriate by Transmission Provider for the Interconnection Request. If the  
29 Parties agree to proceed with design, procurement, and construction of facilities and upgrades  
30 under the agreed-upon terms of the unexecuted LGIA, they may proceed pending FERC action.

### 32 **11.4 Commencement of Interconnection Activities.**

33 If Interconnection Customer executes the final LGIA, Transmission Provider and  
34 Interconnection Customer shall perform their respective obligations in accordance with the terms  
35 of the LGIA, subject to modification by FERC. Upon submission of an unexecuted LGIA,  
36 Interconnection Customer and Transmission Provider shall promptly comply with the  
37 unexecuted LGIA, subject to modification by FERC.

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1  
2 **Section 12. Construction of Transmission Provider's Interconnection Facilities**  
3 **and Network Upgrades.**  
4

5 **12.1 Schedule.**

6 Transmission Provider and Interconnection Customer shall negotiate in good faith  
7 concerning a schedule for the construction of Transmission Provider's Interconnection Facilities  
8 and the Network Upgrades.  
9

10 **12.2 Construction Sequencing.**

11 **12.2.1 General**

12  
13 In general, the In-Service Date of an Interconnection Customer seeking interconnection to  
14 the Transmission System will determine the sequence of construction of Network Upgrades.  
15

16 **12.2.2 Advance Construction of Network Upgrades that are an**  
17 **Obligation of an Entity other than the Interconnection**  
18 **Customer**

19 An Interconnection Customer with an LGIA, in order to maintain its In-Service Date, may  
20 request that Transmission Provider advance to the extent necessary the completion of Network  
21 Upgrades that: (i) Were assumed in the Interconnection Studies for such Interconnection  
22 Customer, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be  
23 completed, pursuant to a contractual obligation of an entity other than Interconnection Customer  
24 that is seeking interconnection to the Transmission System, in time to support such In-Service  
25 Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the  
26 construction of such Network Upgrades to accommodate such request; provided that  
27 Interconnection Customer commits to pay Transmission Provider: (i) Any associated expediting  
28 costs and (ii) the cost of such Network Upgrades. Transmission Provider will refund to  
29 Interconnection Customer both the expediting costs and the cost of Network Upgrades, in  
30 accordance with Article 11.4 of the LGIA. Consequently, the entity with a contractual obligation  
31 to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the  
32 Network Upgrades that Transmission Provider has not refunded to Interconnection Customer.  
33 Payment by that entity shall be due on the date that it would have been due had there been no  
34 request for advance construction. Transmission Provider shall forward to Interconnection  
35 Customer the amount paid by the entity with a contractual obligation to construct the Network  
36 Upgrades as payment in full for the outstanding balance owed to Interconnection Customer.  
37 Transmission Provider then shall refund to that entity the amount that it paid for the Network  
38 Upgrades, in accordance with Article 11.4 of the LGIA.  
39

1  
2                   **12.2.3 Advancing Construction of Network Upgrades that are Part of**  
3                   **an Expansion Plan of the Transmission Provider**

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

13  
14                   **12.2.4 Amended Interconnection System Impact Study**

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

19  
20  
21           **Section 13. Miscellaneous.**

22  
23                   **13.1 Confidentiality.**

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

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

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

35  
36  
37                   **13.1.1 Scope**

1 Confidential Information shall not include information that the receiving Party can  
2 demonstrate: (1) Is generally available to the public other than as a result of a disclosure by the  
3 receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential  
4 basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party  
5 without restriction by a third party, who, to the knowledge of the receiving Party after due  
6 inquiry, was under no obligation to the disclosing Party to keep such information confidential;  
7 (4) was independently developed by the receiving Party without reference to Confidential  
8 Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act  
9 or omission of the receiving Party or Breach of the LGIA; or (6) is required, in accordance with  
10 Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is  
11 otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding  
12 establishing rights and obligations under the LGIA. Information designated as Confidential  
13 Information will no longer be deemed confidential if the Party that designated the information as  
14 confidential notifies the other Party that it no longer is confidential.  
15

### 16 **13.1.2 Release of Confidential Information**

17 Neither Party shall release or disclose Confidential Information to any other person, except to  
18 its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to  
19 parties who may be or considering providing financing to or equity participation with  
20 Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer,  
21 on a need-to-know basis in connection with these procedures, unless such person has first been  
22 advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such  
23 provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any  
24 person shall remain primarily responsible for any release of Confidential Information in  
25 contravention of this Section 13.1.  
26

### 27 **13.1.3 Rights**

28 Each Party retains all rights, title, and interest in the Confidential Information that each Party  
29 discloses to the other Party. The disclosure by each Party to the other Party of Confidential  
30 Information shall not be deemed a waiver by either Party or any other person or entity of the  
31 right to protect the Confidential Information from public disclosure.  
32

### 33 **13.1.4 No Warranties**

34 By providing Confidential Information, neither Party makes any warranties or  
35 representations as to its accuracy or completeness. In addition, by supplying Confidential  
36 Information, neither Party obligates itself to provide any particular information or Confidential  
37 Information to the other Party nor to enter into any further agreements or proceed with any other  
38 relationship or joint venture.  
39

**13.1.5 Standard of Care**

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

**13.1.6 Order of Disclosure**

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

**13.1.7 Remedies**

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

**13.1.8 Disclosure to FERC or its Staff**

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the LGIP, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR 388.112, request that the information be treated as confidential and

1 non-public by FERC and its staff and that the information be withheld from public disclosure.  
2 Parties are prohibited from notifying the other Party prior to the release of the Confidential  
3 Information to FERC or its staff. The Party shall notify the other Party to the LGIA when its is  
4 notified by FERC or its staff that a request to release Confidential Information has been received  
5 by FERC, at which time either of the Parties may respond before such information would be  
6 made public, pursuant to 18 CFR 388.112. Requests from a state regulatory body conducting a  
7 confidential investigation shall be treated in a similar manner, consistent with applicable state  
8 rules and regulations.

9  
10 13.1.9

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

28  
29 13.1.10

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

32  
33 13.1.11

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

37  
38 **13.2 Delegation of Responsibility.**

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

### 7 8 **13.3 Obligation for Study Costs.**

9 Transmission Provider shall charge and Interconnection Customer shall pay the actual costs  
10 of the Interconnection Studies. Any difference between the study deposit and the actual cost of  
11 the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided  
12 herein, to Interconnection Customer or offset against the cost of any future Interconnection  
13 Studies associated with the applicable Interconnection Request prior to beginning of any such  
14 future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed  
15 and itemized accounting of the cost of each Interconnection Study. Interconnection Customer  
16 shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice  
17 therefor. Transmission Provider shall not be obligated to perform or continue to perform any  
18 studies unless Interconnection Customer has paid all undisputed amounts in compliance  
19 herewith.

### 20 21 **13.4 Third Parties Conducting Studies.**

22 If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement  
23 as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer  
24 receives notice pursuant to Sections 6.3, 7.4 or 8.3 that Transmission Provider will not complete  
25 an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii)  
26 Interconnection Customer receives neither the Interconnection Study nor a notice under Sections  
27 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then  
28 Interconnection Customer may require Transmission Provider to utilize a third party consultant  
29 reasonably acceptable to Interconnection Customer and Transmission Provider to perform such  
30 Interconnection Study under the direction of Transmission Provider. At other times,  
31 Transmission Provider may also utilize a third party consultant to perform such Interconnection  
32 Study, either in response to a general request of Interconnection Customer, or on its own  
33 volition.

1 In all cases, use of a third party consultant shall be in accord with Article 26 of the LGIA  
2 (Subcontractors) and limited to situations where Transmission Provider determines that doing so  
3 will help maintain or accelerate the study process for Interconnection Customer's pending  
4 Interconnection Request and not interfere with Transmission Provider's progress on  
5 Interconnection Studies for other pending Interconnection Requests. In cases where  
6 Interconnection Customer requests use of a third party consultant to perform such  
7 Interconnection Study, Interconnection Customer and Transmission Provider shall negotiate all  
8 of the pertinent terms and conditions, including reimbursement arrangements and the estimated  
9 study completion date and study review deadline. Transmission Provider shall convey all  
10 workpapers, data bases, study results and all other supporting documentation prepared to date  
11 with respect to the Interconnection Request as soon as practicable upon Interconnection  
12 Customer's request subject to the confidentiality provision in Section 13.1. In any case, such  
13 third party contract may be entered into with either Interconnection Customer or Transmission  
14 Provider at Transmission Provider's discretion.

15 In the case of (iii) Interconnection Customer maintains its right to submit a claim to Dispute  
16 Resolution to recover the costs of such third party study. Such third party consultant shall be  
17 required to comply with this LGIP, Article 26 of the LGIA (Subcontractors), and the relevant  
18 Tariff procedures and protocols as would apply if Transmission Provider were to conduct the  
19 Interconnection Study and shall use the information provided to it solely for purposes of  
20 performing such services and for no other purposes. Transmission Provider shall cooperate with  
21 such third party consultant and Interconnection Customer to complete and issue the  
22 Interconnection Study in the shortest reasonable time.

23  
24

### 25 **13.5 Disputes.**

26  
27

#### 28 **13.5.1 Submission.**

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

Issued By: C. M. Mennes

Issued: February 11, 2005

Effective Date: January 19, 2005

1  
2                   **13.5.2 External Arbitration Procedures.**

3           Any arbitration initiated under these procedures shall be conducted before a single neutral  
4 arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten  
5 (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one  
6 arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall  
7 within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either  
8 case, the arbitrators shall be knowledgeable in electric utility matters, including electric  
9 transmission and bulk power issues, and shall not have any current or past substantial business or  
10 financial relationships with any party to the arbitration (except prior arbitration). The  
11 arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise  
12 provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration  
13 Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC  
14 regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration  
15 Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.  
16

17                   **13.5.3 Arbitration Decisions.**

18           Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety  
19 (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and  
20 the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the  
21 provisions of the LGIA and LGIP and shall have no power to modify or change any provision of  
22 the LGIA and LGIP in any manner. The decision of the arbitrator(s) shall be final and binding  
23 upon the Parties, and judgment on the award may be entered in any court having jurisdiction.  
24 The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the  
25 arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act  
26 or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be  
27 filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection  
28 Facilities, or Network Upgrades.  
29

30                   **13.5.4 Costs.**

31           Each Party shall be responsible for its own costs incurred during the arbitration process and  
32 for the following costs, if applicable: (1) The cost of the arbitrator chosen by the Party to sit on  
33 the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the  
34 cost of the single arbitrator jointly chosen by the Parties.  
35

36                   **13.6 Local Furnishing Bonds.**

37  
38           13.6.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds.

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

9  
10 13.6.2 Alternative Procedures for Requesting Interconnection Service.

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

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

18  
19  
Issued By: C. M. Mennes  
Issued: February 11, 2005

Effective Date: January 19, 2005

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM02-1-005, issued December 20, 2004, 109 FERC ¶ 61, 287 (2004)

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**APPENDICES TO LGIP**

Appendix 1	Interconnection Request for a Large Generating Facility
Appendix 2	Interconnection Feasibility Study Agreement
Appendix 3	Interconnection System Impact Study Agreement
Appendix 4	Interconnection Facilities Study Agreement
Appendix 5	Optional Interconnection Study Agreement
Appendix 6	Standard Large Generator Interconnection Agreement

**APPENDIX 1 to LGIP  
INTERCONNECTION REQUEST**

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1. The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility with the Transmission Provider's Transmission System pursuant to a Tariff.
2. This Interconnection Request is for (check one):  
 A proposed new Large Generating Facility.  
 An increase in the generating capacity or a Material Modification of an existing Generating Facility.
3. The type of interconnection service requested (check one):  
 Energy Resource Interconnection Service  
 Network Resource Interconnection Service
4.  Check here only if Interconnection Customer requesting Network Resource Interconnection Service also seeks to have its Generating Facility studied for Energy Resource Interconnection Service
5. The Interconnection Customer provides the following information:
  - a. Address or location of the proposed new Large Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;
  - b. Maximum summer at \_\_\_\_ degrees C and winter at \_\_\_\_ degrees C megawatt electrical output of the proposed new Large Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;
  - c. General description of the equipment configuration;
  - d. Commercial Operation Date by day, month, and year;
  - e. Name, address, telephone number, and e-mail address of the Interconnection Customer's contact person;

- 1 f. Approximate location of the proposed Point of Interconnection (optional);
- 2 and
- 3
- 4 g. Interconnection Customer Data (set forth in Attachment A)
- 5
- 6 6. Applicable deposit amount as specified in the LGIP.
- 7
- 8 7. Evidence of Site Control as specified in the LGIP (check one)
- 9
- 10  Is attached to this Interconnection Request
- 11  Will be provided at a later date in accordance with this LGIP
- 12
- 13 8. This Interconnection Request shall be submitted to the representative indicated
- 14 below:
- 15
- 16 [To be completed by Transmission Provider]
- 17
- 18 9. Representative of the Interconnection Customer to contact:
- 19
- 20 [To be completed by Interconnection Customer]
- 21
- 22 10. This Interconnection Request is submitted by:
- 23
- 24 Name of Interconnection Customer:
- 25
- 26
- 27
- 28 By (signature):
- 29
- 30 Name (type or print):
- 31
- 32 Title:
- 33
- 34 Date:
- 35

**Attachment A (page 1)  
To Appendix 1  
Interconnection Request**

**LARGE GENERATING FACILITY DATA  
UNIT RATINGS**

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

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

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

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

**DIRECT AXIS  
QUADRATURE AXIS**

Synchronous B saturated	X <sub>dv</sub> _____	X <sub>qv</sub> _____
Synchronous B unsaturated	X <sub>di</sub> _____	X <sub>qi</sub> _____
Transient B saturated	X <sub>□dv</sub> _____	X <sub>□qv</sub> _____
Transient B unsaturated	X <sub>□di</sub> _____	X <sub>□qi</sub> _____
Subtransient B saturated	X <sub>□dv</sub> _____	X <sub>□qv</sub> _____
Subtransient B unsaturated	X <sub>□di</sub> _____	X <sub>□qi</sub> _____
Negative Sequence B saturated	X <sub>2v</sub> _____	
Negative Sequence B unsaturated	X <sub>2i</sub> _____	
Zero Sequence B saturated	X <sub>0v</sub> _____	
Zero Sequence B unsaturated	X <sub>0i</sub> _____	
Leakage Reactance	X <sub>lm</sub> _____	

**FIELD TIME CONSTANT DATA (SEC)**

Open Circuit	T <sub>□do</sub> _____	T <sub>□qo</sub> _____
Three-Phase Short Circuit Transient	T <sub>□d3</sub> _____	T <sub>□q</sub> _____
Line to Line Short Circuit Transient	T <sub>□d2</sub> _____	
Line to Neutral Short Circuit Transient	T <sub>□d1</sub> _____	

1 Short Circuit Subtransient  $T_{\square d}$  \_\_\_\_\_  $T_{\square q}$   
2 Open Circuit Subtransient  $T_{\square do}$  \_\_\_\_\_  $T_{\square qo}$   
3

4 **ARMATURE TIME CONSTANT DATA (SEC)**  
5

6 Three Phase Short Circuit  $T_{a3}$   
7 Line to Line Short Circuit  $T_{a2}$   
8 Line to Neutral Short Circuit  $T_{a1}$   
9

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

**Attachment A (page 2)  
To Appendix 1  
Interconnection Request**

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

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

Positive	R1
Negative	R2
Zero	R0
Rotor Short Time Thermal Capacity I <sup>2</sup> t	=
Field Current at Rated kVA, Armature Voltage and PF	= _____ amps
Field Current at Rated kVA and Armature Voltage, 0 PF	= _____ amps
Three Phase Armature Winding Capacitance	= _____ microfarad
Field Winding Resistance	= _____ ohms _____ °C
Armature Winding Resistance (Per Phase)	= _____ ohms _____ °C

**CURVES**

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

**Attachment A (page 3)  
To Appendix 1  
Interconnection Request**

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**GENERATOR STEP-UP TRANSFORMER DATA**

**RATINGS**

Capacity \_\_\_\_\_ Self-cooled/maximum nameplate  
\_\_\_\_\_ / \_\_\_\_\_ kVA

Voltage Ratio \_\_\_\_\_ Generator side/System side  
\_\_\_\_\_ / \_\_\_\_\_ kV

Winding Connections \_\_\_\_\_ Low V/High V (Delta or Wye)  
\_\_\_\_\_ / \_\_\_\_\_

Fixed Taps Available

Present Tap Setting

**IMPEDANCE**

Positive Z1 (on self-cooled kVA rating) \_\_\_\_\_ % \_\_\_\_\_ X/R

Zero Z0 (on self-cooled kVA rating) \_\_\_\_\_ % \_\_\_\_\_ X/R

**Attachment A (page 4)  
To Appendix 1  
Interconnection Request**

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**EXCITATION SYSTEM DATA**

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

**GOVERNOR SYSTEM DATA**

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

**WIND GENERATORS**

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

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

Inverter manufacturer, model name, number, and version:

\_\_\_\_\_

List of adjustable setpoints for the protective equipment or software:

\_\_\_\_\_

1           Note: A completed General Electric Company Power Systems Load Flow (PSLF)  
2           data sheet must be supplied with the Interconnection Request. If other data  
3           sheets are more appropriate to the proposed device then they shall be provided  
4           and discussed at Scoping Meeting.

**Attachment A (page 5)  
To Appendix 1  
Interconnection Request**

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**INDUCTION GENERATORS:**

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

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

**APPENDIX 2 to LGIP  
INTERCONNECTION FEASIBILITY STUDY AGREEMENT**

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**THIS AGREEMENT** is made and entered into this \_\_\_day of \_\_\_\_\_, 20\_\_by and between\_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and \_\_\_\_\_ a \_\_\_\_\_existing under the laws of the State of \_\_\_\_\_, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

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

**WHEREAS**, Interconnection Customer has requested the Transmission Provider to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Large Generating Facility to the Transmission System, and of any Affected Systems;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Transmission Provider's FERC-approved LGIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of this LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

- 1           4.0    The Interconnection Feasibility Study shall be based on the technical  
2                    information provided by Interconnection Customer in the Interconnection  
3                    Request, as may be modified as the result of the Scoping Meeting.  
4                    Transmission Provider reserves the right to request additional technical  
5                    information from Interconnection Customer as may reasonably become  
6                    necessary consistent with Good Utility Practice during the course of the  
7                    Interconnection Feasibility Study and as designated in accordance with  
8                    Section 3.3.4 of the LGIP. If, after the designation of the Point of  
9                    Interconnection pursuant to Section 3.3.4 of the LGIP, Interconnection  
10                  Customer modifies its Interconnection Request pursuant to Section 4.4,  
11                  the time to complete the Interconnection Feasibility Study may be  
12                  extended.
- 13
- 14           5.0    The Interconnection Feasibility Study report shall provide the following  
15                    information:
- 16
- 17                    -        preliminary identification of any circuit breaker short circuit  
18                            capability limits exceeded as a result of the interconnection;
  - 19
  - 20                    -        preliminary identification of any thermal overload or voltage limit  
21                            violations resulting from the interconnection; and
  - 22
  - 23                    -        preliminary description and non-bonding estimated cost of facilities  
24                            required to interconnect the Large Generating Facility to the  
25                            Transmission System and to address the identified short circuit and  
26                            power flow issues.
  - 27
- 28           6.0    The Interconnection Customer shall provide a deposit of \$10,000 for the  
29                    performance of the Interconnection Feasibility Study.
- 30
- 31                    Upon receipt of the Interconnection Feasibility Study the Transmission  
32                    Provider shall charge and Interconnection Customer shall pay the actual  
33                    costs of the Interconnection Feasibility Study.
- 34
- 35                    Any difference between the deposit and the actual cost of the study shall  
36                    be paid by or refunded to the Interconnection Customer, as appropriate.
- 37
- 38           7.0    Miscellaneous. The Interconnection Feasibility Study Agreement shall  
39                    include standard miscellaneous terms including, but not limited to,  
40                    indemnities, representations, disclaimers, warranties, governing law,

1                    amendment, execution, waiver, enforceability and assignment, that reflect  
2                    best practices in the electric industry, and that are consistent with regional  
3                    practices, Applicable Laws and Regulations, and the organizational nature  
4                    of each Party. All of these provisions, to the extent practicable, shall be  
5                    consistent with the provisions of the LGIP and the LGIA.

1           **IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly  
2 executed by their duly authorized officers or agents on the day and year first above  
3 written.  
4

5  
6 **[Insert name of Transmission Provider or Transmission Owner, if applicable]**

7  
8 By: \_\_\_\_\_ By:

9  
10 Title: \_\_\_\_\_ Title:

11  
12 Date: \_\_\_\_\_ Date:  
13  
14  
15

16 **[Insert name of Interconnection Customer]**

17  
18  
19 By: \_\_\_\_\_

20  
21 Title: \_\_\_\_\_

22  
23 Date:  
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**Attachment A to  
Appendix 2  
Interconnection Feasibility  
Study Agreement**

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**ASSUMPTIONS USED IN CONDUCTING THE  
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on :

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

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

**APPENDIX 3 to LGIP  
INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT**

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**THIS AGREEMENT** is made and entered into this \_\_\_day of \_\_\_\_\_, 20\_\_by and between\_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and \_\_\_\_\_ a \_\_\_\_\_existing under the laws of the State of \_\_\_\_\_, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

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

**WHEREAS**, the Transmission Provider has completed an Interconnection Feasibility Study (the A Feasibility Study”) and provided the results of said study to the Interconnection Customer (This recital to be omitted if Transmission Provider does not require the Interconnection Feasibility Study.); and

**WHEREAS**, Interconnection Customer has requested the Transmission Provider to perform an Interconnection System Impact Study to assess the impact of interconnecting the Large Generating Facility to the Transmission System, and of any Affected Systems;

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

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

- 1           2.0    Interconnection Customer elects and Transmission Provider shall cause to  
2                    be performed an Interconnection System Impact Study consistent with  
3                    Section 7.0 of this LGIP in accordance with the Tariff.  
4
- 5           3.0    The scope of the Interconnection System Impact Study shall be subject to  
6                    the assumptions set forth in Attachment A to this Agreement.
- 7           4.0    The Interconnection System Impact Study will be based upon the results  
8                    of the Interconnection Feasibility Study and the technical information  
9                    provided by Interconnection Customer in the Interconnection Request,  
10                   subject to any modifications in accordance with Section 4.4 of the LGIP.  
11                   Transmission Provider reserves the right to request additional technical  
12                   information from Interconnection Customer as may reasonably become  
13                   necessary consistent with Good Utility Practice during the course of the  
14                   Interconnection Customer System Impact Study. If Interconnection  
15                   Customer modifies its designated Point of Interconnection, Interconnection  
16                   Request, or the technical information provided therein is modified, the time  
17                   to complete the Interconnection System Impact Study may be extended.  
18
- 19          5.0    The Interconnection System Impact Study report shall provide the  
20                   following information:  
21
- 22                   -       identification of any circuit breaker short circuit capability limits  
23                   exceeded as a result of the interconnection;
  - 24
  - 25                   -       identification of any thermal overload or voltage limit violations  
26                   resulting from the interconnection;
  - 27
  - 28                   -       identification of any instability or inadequately damped response to  
29                   system disturbances resulting from the interconnection and  
30
  - 31                   -       description and non-binding, good faith estimated cost of facilities  
32                   required to interconnect the Large Generating Facility to the  
33                   Transmission System and to address the identified short circuit,  
34                   instability, and power flow issues.  
35
- 36          6.0    The Interconnection Customer shall provide a deposit of \$50,000 for the  
37                   performance of the Interconnection System Impact Study. The  
38                   Transmission Provider's good faith estimate for the time of completion of  
39                   the Interconnection System Impact Study is [insert date].  
40

1                    Upon receipt of the Interconnection System Impact Study, Transmission  
2                    Provider shall charge and Interconnection Customer shall pay the actual  
3                    costs of the Interconnection System Impact Study .  
4  
5                    Any difference between the deposit and the actual cost of the study shall  
6                    be paid by or refunded to the Interconnection Customer, as appropriate.  
7  
8                    7.0    Miscellaneous. The Interconnection System Impact Study Agreement  
9                    shall include standard miscellaneous terms including, but not limited to,  
10                    indemnities, representations, disclaimers, warranties, governing law,  
11                    amendment, execution, waiver, enforceability and assignment, that reflect  
12                    best practices in the electric industry, that are consistent with regional  
13                    practices, Applicable Laws and Regulations and the organizational nature  
14                    of each Party. All of these provisions, to the extent practicable, shall be  
15                    consistent with the provisions of the LGIP and the LGIA.]

1           **IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly  
2 executed by their duly authorized officers or agents on the day and year first above  
3 written.  
4

5  
6 **[Insert name of Transmission Provider or Transmission Owner, if applicable]**

7  
8 By: \_\_\_\_\_ By:

9  
10 Title: \_\_\_\_\_ Title:

11  
12 Date: \_\_\_\_\_ Date:  
13  
14  
15

16 **[Insert name of Interconnection Customer]**

17  
18  
19 By: \_\_\_\_\_

20  
21 Title: \_\_\_\_\_

22  
23 Date:  
24

**Attachment A  
To Appendix 3  
Interconnection System Impact  
Study Agreement**

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

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumptions:

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

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

**APPENDIX 4 to LGIP  
INTERCONNECTION FACILITIES STUDY AGREEMENT**

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**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and \_\_\_\_\_ a \_\_\_\_\_ existing under the laws of the State of \_\_\_\_\_, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

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

**WHEREAS**, the Transmission Provider has completed an Interconnection System Impact Study (the A System Impact Study") and provided the results of said study to the Interconnection Customer; and

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

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

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

- 1           2.0    Interconnection Customer elects and Transmission Provider shall cause  
2                    an Interconnection Facilities Study consistent with Section 8.0 of this LGIP  
3                    to be performed in accordance with the Tariff.  
4
- 5           3.0    The scope of the Interconnection Facilities Study shall be subject to the  
6                    assumptions set forth in Attachment A and the data provided in  
7                    Attachment B to this Agreement.  
8
- 9           4.0    The Interconnection Facilities Study report (i) shall provide a description,  
10                   estimated cost of (consistent with Attachment A), schedule for required  
11                   facilities to interconnect the Large Generating Facility to the Transmission  
12                   System and (ii) shall address the short circuit, instability, and power flow  
13                   issues identified in the Interconnection System Impact Study.  
14
- 15          5.0    The Interconnection Customer shall provide a deposit of \$100,000 for the  
16                   performance of the Interconnection Facilities Study. The time for  
17                   completion of the Interconnection Facilities Study is specified in  
18                   Attachment A.  
19
- 20                    Transmission Provider shall invoice Interconnection Customer on a  
21                    monthly basis for the work to be conducted on the Interconnection  
22                    Facilities Study each month. Interconnection Customer shall pay invoiced  
23                    amounts within thirty (30) Calendar Days of receipt of invoice.  
24                    Transmission Provider shall continue to hold the amounts on deposit until  
25                    settlement of the final invoice.  
26
- 27          6.0    Miscellaneous. The Interconnection Facility Study Agreement shall  
28                   include standard miscellaneous terms including, but not limited to,  
29                   indemnities, representations, disclaimers, warranties, governing law,  
30                   amendment, execution, waiver, enforceability and assignment, that reflect  
31                   best practices in the electric industry, and that are consistent with regional  
32                   practices, Applicable Laws and Regulations, and the organizational nature  
33                   of each Party. All of these provisions, to the extent practicable, shall be  
34                   consistent with the provisions of the LGIP and the LGIA.

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

**[Insert name of Transmission Provider or Transmission Owner, if applicable]**

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

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

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

**[Insert name of Interconnection Customer]**

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

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

Date:

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

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

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

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

**Attachment B (page 1)  
Appendix 4  
Interconnection Facilities  
Study Agreement**

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

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

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

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

- 1 On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)
- 2 Amps
- 3
- 4 Will an alternate source of auxiliary power be available during CT/PT maintenance?
- 5 Yes \_\_\_\_\_ No\_
- 6
- 7 Will a transfer bus on the generation side of the metering require that each meter set be
- 8 designed for the total plant generation? \_\_\_\_\_Yes \_\_\_\_\_No (Please
- 9 indicate on one line).
- 10
- 11 What type of control system or PLC will be located at the Interconnection Customer's
- 12 Large Generating Facility?
- 13
- 14
- 15 What protocol does the control system or PLC use?
- 16
- 17
- 18 Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station,
- 19 transmission line, and property line.
- 20
- 21 Physical dimensions of the proposed interconnection station:
- 22
- 23
- 24 Bus length from generation to interconnection station:
- 25
- 26
- 27 Line length from interconnection station to Transmission Provider's transmission line.
- 28
- 29
- 30 Tower number observed in the field. (Painted on tower leg)\*
- 31
- 32
- 33 Number of third party easements required for transmission lines\*:
- 34
- 35
- 36 \* To be completed in coordination with Transmission Provider.
- 37
- 38 Is the Large Generating Facility in the Transmission Provider's service area?
- 39
- 40 \_\_\_\_\_Yes \_\_\_\_\_No Local provider:



**APPENDIX 5 to LGIP  
OPTIONAL INTERCONNECTION STUDY AGREEMENT**

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**THIS AGREEMENT** is made and entered into this \_\_\_day of \_\_\_\_\_, 20\_\_by and between\_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and \_\_\_\_\_ a \_\_\_\_\_existing under the laws of the State of\_\_\_\_\_, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

**WHEREAS**, Interconnection Customer is proposing to establish an interconnection with the Transmission System; and

**WHEREAS**, Interconnection Customer has submitted to Transmission Provider an Interconnection Request; and

**WHEREAS**, on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the Transmission Provider prepare an Optional Interconnection Study;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Transmission Provider's FERC-approved LGIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause an Optional Interconnection Study consistent with Section 10.0 of this LGIP to be performed in accordance with the Tariff.

- 1           3.0    The scope of the Optional Interconnection Study shall be subject to the  
2                    assumptions set forth in Attachment A to this Agreement.  
3
- 4           4.0    The Optional Interconnection Study shall be performed solely for  
5                    informational purposes.  
6
- 7           5.0    The Optional Interconnection Study report shall provide a sensitivity  
8                    analysis based on the assumptions specified by the Interconnection  
9                    Customer in Attachment A to this Agreement. The Optional  
10                   Interconnection Study will identify the Transmission Provider's  
11                   Interconnection Facilities and the Network Upgrades, and the estimated  
12                   cost thereof, that may be required to provide transmission service or  
13                   interconnection service based upon the assumptions specified by the  
14                   Interconnection Customer in Attachment A.  
15
- 16          6.0    The Interconnection Customer shall provide a deposit of \$10,000 for the  
17                    performance of the Optional Interconnection Study. The Transmission  
18                    Provider's good faith estimate for the time of completion of the Optional  
19                    Interconnection Study is [insert date].  
20
- 21                    Upon receipt of the Optional Interconnection Study, the Transmission  
22                    Provider shall charge and Interconnection Customer shall pay the actual  
23                    costs of the Optional Study.  
24
- 25                    Any difference between the initial payment and the actual cost of the study  
26                    shall be paid by or refunded to the Interconnection Customer, as  
27                    appropriate.  
28
- 29          7.0    Miscellaneous. The Optional Interconnection Study Agreement shall  
30                    include standard miscellaneous terms including, but not limited to,  
31                    indemnities, representations, disclaimers, warranties, governing law,  
32                    amendment, execution, waiver, enforceability and assignment, that reflect  
33                    best practices in the electric industry, and that are consistent with regional  
34                    practices, Applicable Laws and Regulations, and the organizational nature  
35                    of each Party. All of these provisions, to the extent practicable, shall be  
36                    consistent with the provisions of the LGIP and the LGIA.

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

**[Insert name of Transmission Provider or Transmission Owner, if applicable]**

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

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

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

**[Insert name of Interconnection Customer]**

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

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

Date:

**Attachment A**  
**Appendix 5**  
**Optional Interconnection**  
**Study Agreement**

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**ASSUMPTIONS USED IN CONDUCTING  
THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the LGIP.]

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**APPENDIX 6 to LGIP**  
**STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT**

Issued By: C. M. Mennes  
Issued: July 21, 2004

Effective Date: July 21, 2004

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**STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)**  
**(Applicable to Generating Facilities that exceed 20 MW)**

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**STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT**

This Standard Large Generator Interconnection Agreement ("Agreement") is made and entered into this-- day of---- 20--, by and between-----, a----- organized and existing under the laws of the State/Commonwealth of----- ("Interconnection Customer" with a Large Generating Facility), and-----, a----- organized and existing under the laws of the State/Commonwealth of---- - ("Transmission Provider and/or Transmission Owner"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

**RECITALS**

Whereas, Transmission Provider operates the Transmission System; and

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

Whereas, Interconnection Customer and Transmission Provider have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the Transmission System;

Now, therefore, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).

**ARTICLE 1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 *Effective Date* shall mean the date on which the Standard Large Generator Interconnection  
22 Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if  
23 filed unexecuted, upon the date specified by FERC.

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

36 *Energy Resource Interconnection Service* shall mean an Interconnection Service that allows  
37 the Interconnection Customer to connect its Generating Facility to the Transmission Provider's

1 Transmission System to be eligible to deliver the Generating Facility's electric output using the  
2 existing firm or nonfirm capacity of the Transmission Provider's Transmission System on an as  
3 available basis. Energy Resource Interconnection Service in and of itself does not convey  
4 transmission service.

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

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

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

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

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

19 *Generating Facility* shall mean Interconnection Customer's device for the production of  
20 electricity identified in the Interconnection Request, but shall not include the Interconnection  
21 Customer's Interconnection Facilities.

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

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

33 *Governmental Authority* shall mean any federal, state, local or other governmental regulatory  
34 or administrative agency, court, commission, department, board, or other governmental  
35 subdivision, legislature, rulemaking board, tribunal, or other governmental authority having  
36 jurisdiction over the Parties, their respective facilities, or the respective services they provide,

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1 and exercising or entitled to exercise any administrative, executive, police, or taxing authority or  
2 power; provided, however, that such term does not include Interconnection Customer,  
3 Transmission Provider, or any Affiliate thereof.

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

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

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

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

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

26 *Interconnection Facilities* shall mean the Transmission Provider's Interconnection Facilities  
27 and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection  
28 Facilities include all facilities and equipment between the Generating Facility and the Point of  
29 Interconnection, including any modification, additions or upgrades that are necessary to  
30 physically and electrically interconnect the Generating Facility to the Transmission Provider's  
31 Transmission System.

32 *Interconnection Facilities* are sole use facilities and shall not include Distribution Upgrades,  
33 Stand Alone Network Upgrades or Network Upgrades.

34 *Interconnection Facilities Study* shall mean a study conducted by the Transmission Provider  
35 or a third party consultant for the Interconnection Customer to determine a list of facilities  
36 (including Transmission Provider's Interconnection Facilities and Network Upgrades as  
37 identified in the Interconnection System Impact Study), the cost of those facilities, and the time

1 required to interconnect the Generating Facility with the Transmission Provider's Transmission  
2 System. The scope of the study is defined in Section 8 of the Standard Large Generator  
3 Interconnection Procedures.

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

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

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

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

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

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

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

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

4        *SAIRS* shall mean the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 *Stand Alone Network Upgrades* shall mean Network Upgrades that an Interconnection  
6 Customer may construct without affecting day-to-day operations of the Transmission System  
7 during their construction. Both the Transmission Provider and the Interconnection Customer  
8 must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix  
9 A to the Standard Large Generator Interconnection Agreement.

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

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

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

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

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

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

33 *Transmission Provider's Interconnection Facilities* shall mean all facilities and equipment  
34 owned, controlled or operated by the Transmission Provider from the Point of Change of  
35 Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large  
36 Generator Interconnection Agreement, including any modifications, additions or upgrades to  
37 such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use

1 facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or  
2 Network Upgrades.

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

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

9  
10  
11 **ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION**  
12

13 **2.1 Effective Date.** This LGIA shall become effective upon execution by the Parties subject  
14 to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.  
15 Transmission Provider shall promptly file this LGIA with FERC upon execution in accordance  
16 with Article 3.1, if required.

17  
18  
19 **2.2 Term of Agreement.** Subject to the provisions of Article 2.3, this LGIA shall remain  
20 in effect for a period of ten (10) years from the Effective Date or such other longer period as  
21 Interconnection Customer may request (Term to be specified in individual agreements) and shall  
22 be automatically renewed for each successive one-year period thereafter.

23  
24  
25 **2.3 Termination Procedures.**  
26

27 **2.3.1 Written Notice.** This LGIA may be terminated by Interconnection Customer  
28 after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by  
29 Transmission Provider notifying FERC after the Generating Facility permanently ceases  
30 Commercial Operation.

31  
32  
33 **2.3.2 Default.** Either Party may terminate this LGIA in accordance with Article 17.

34  
35 2.3.3 Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become  
36 effective until the Parties have complied with all Applicable Laws and  
37 Regulations applicable to such termination, including the filing with FERC of a  
38 notice of termination of this LGIA, which notice has been accepted for filing by  
39 FERC.

1  
2       **2.4 Termination Costs.** If a Party elects to terminate this Agreement pursuant to Article  
3 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to  
4 orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other  
5 Party, as of the date of the other Party's receipt of such notice of termination, that are the  
6 responsibility of the Terminating Party under this LGIA. In the event of termination by a Party,  
7 the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges  
8 arising as a consequence of termination. Upon termination of this LGIA, unless otherwise  
9 ordered or approved by FERC:

10       2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that  
11 have not yet been constructed or installed, Transmission Provider shall to the extent possible and  
12 with Interconnection Customer's authorization cancel any pending orders of, or return, any  
13 materials or equipment for, or contracts for construction of, such facilities; provided that in the  
14 event Interconnection Customer elects not to authorize such cancellation, Interconnection  
15 Customer shall assume all payment obligations with respect to such materials, equipment, and  
16 contracts, and Transmission Provider shall deliver such material and equipment, and, if  
17 necessary, assign such contracts, to Interconnection Customer as soon as practicable, at  
18 Interconnection Customer's expense. To the extent that Interconnection Customer has already  
19 paid Transmission Provider for any or all such costs of materials or equipment not taken by  
20 Interconnection Customer, Transmission Provider shall promptly refund such amounts to  
21 Interconnection Customer, less any costs, including penalties incurred by Transmission Provider  
22 to cancel any pending orders of or return such materials, equipment, or contracts.

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

28       2.4.2 Transmission Provider may, at its option, retain any portion of such materials,  
29 equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in  
30 which case Transmission Provider shall be responsible for all costs associated with procuring  
31 such materials, equipment, or facilities.

32       2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities  
33 already installed or constructed pursuant to the terms of this LGIA,  
34 Interconnection Customer shall be responsible for all costs associated with the  
35 removal, relocation or other disposition or retirement of such materials,  
36 equipment, or facilities.  
37



1 to receive Energy Resource Interconnection Service, Transmission Provider shall construct  
2 facilities identified in Attachment A.  
3  
4

5 **4.1.1.2 Transmission Delivery Service Implications.** Under Energy Resource  
6 Interconnection Service, Interconnection Customer will be eligible to inject power from the  
7 Large Generating Facility into and deliver power across the interconnecting Transmission  
8 Provider's Transmission System on an "as available" basis up to the amount of MWs identified in  
9 the applicable stability and steady state studies to the extent the upgrades initially required to  
10 qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do  
11 so (*e.g.*, PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the  
12 market up to the maximum identified Large Generating Facility output, subject to any conditions  
13 specified in the interconnection service approval, and the Large Generating Facility will be  
14 dispatched to the extent Interconnection Customer's bid clears. In all other instances, no  
15 transmission delivery service from the Large Generating Facility is assured, but Interconnection  
16 Customer may obtain Point-to-Point Transmission Service, Network Integration Transmission  
17 Service, or be used for secondary network transmission service, pursuant to Transmission  
18 Provider's Tariff, up to the maximum output identified in the stability and steady state studies. In  
19 those instances, in order for Interconnection Customer to obtain the right to deliver or inject  
20 energy beyond the Large Generating Facility Point of Interconnection or to improve its ability to  
21 do so, transmission delivery service must be obtained pursuant to the provisions of Transmission  
22 Provider's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility  
23 output beyond the Point of Interconnection, therefore, will depend on the existing capacity of  
24 Transmission Provider's Transmission System at such time as a transmission service request is  
25 made that would accommodate such delivery. The provision of firm Point-to-Point Transmission  
26 Service or Network Integration Transmission Service may require the construction of additional  
27 Network Upgrades.  
28

29 **4.1.2 Network Resource Interconnection Service (NR Interconnection**  
30 **Service).**  
31

32 **4.1.2.1 The Product.** Transmission Provider must conduct the necessary studies and  
33 construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a  
34 manner comparable to that in which Transmission Provider integrates its generating facilities to  
35 serve native load customers; or (2) in an ISO or RTO with market based congestion

1 management, in the same manner as all Network Resources. To the extent Interconnection  
2 Customer wants to receive Network Resource Interconnection Service, Transmission Provider  
3 shall construct the facilities identified in Attachment A to this LGIA.  
4  
5

6 **4.1.2.2 Transmission Delivery Service Implications.** Network Resource  
7 Interconnection Service allows Interconnection Customer's Large Generating Facility to be  
8 designated by any Network Customer under the Tariff on Transmission Provider's Transmission  
9 System as a Network Resource, up to the Large Generating Facility's full output, on the same  
10 basis as existing Network Resources interconnected to Transmission Provider's Transmission  
11 System, and to be studied as a Network Resource on the assumption that such a designation will  
12 occur. Although Network Resource Interconnection Service does not convey a reservation of  
13 transmission service, any Network Customer under the Tariff can utilize its network service  
14 under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's  
15 Large Generating Facility in the same manner as it accesses Network Resources. A Large  
16 Generating Facility receiving Network Resource Interconnection Service may also be used to  
17 provide Ancillary Services after technical studies and/or periodic analyses are performed with  
18 respect to the Large Generating Facility's ability to provide any applicable Ancillary Services,  
19 provided that such studies and analyses have been or would be required in connection with the  
20 provision of such Ancillary Services by any existing Network Resource. However, if an  
21 Interconnection Customer's Large Generating Facility has not been designated as a Network  
22 Resource by any load, it cannot be required to provide Ancillary Services except to the extent  
23 such requirements extend to all generating facilities that are similarly situated. The provision of  
24 Network Integration Transmission Service or firm Point-to-Point Transmission Service may  
25 require additional studies and the construction of additional upgrades. Because such studies and  
26 upgrades would be associated with a request for delivery service under the Tariff, cost  
27 responsibility for the studies and upgrades would be in accordance with FERC's policy for  
28 pricing transmission delivery services.

29 Network Resource Interconnection Service does not necessarily provide Interconnection  
30 Customer with the capability to physically deliver the output of its Large Generating Facility to  
31 any particular load on Transmission Provider's Transmission System without incurring  
32 congestion costs. In the event of transmission constraints on Transmission Provider's  
33 Transmission System, Interconnection Customer's Large Generating Facility shall be subject to  
34 the applicable congestion management procedures in Transmission Provider's Transmission  
35 System in the same manner as Network Resources.

36 There is no requirement either at the time of study or interconnection, or at any point in the  
37 future, that Interconnection Customer's Large Generating Facility be designated as a Network  
38 Resource by a Network Service Customer under the Tariff or that Interconnection Customer  
39 identify a specific buyer (or sink). To the extent a Network Customer does designate the Large

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1 Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's  
2 Tariff.

3 Once an Interconnection Customer satisfies the requirements for obtaining Network  
4 Resource Interconnection Service, any future transmission service request for delivery from the  
5 Large Generating Facility within Transmission Provider's Transmission System of any amount of  
6 capacity and/or energy, up to the amount initially studied, will not require that any additional  
7 studies be performed or that any further upgrades associated with such Large Generating Facility  
8 be undertaken, regardless of whether or not such Large Generating Facility is ever designated by  
9 a Network Customer as a Network Resource and regardless of changes in ownership of the Large  
10 Generating Facility. However, the reduction or elimination of congestion or redispatch costs may  
11 require additional studies and the construction of additional upgrades.

12 To the extent Interconnection Customer enters into an arrangement for long term  
13 transmission service for deliveries from the Large Generating Facility outside Transmission  
14 Provider's Transmission System, such request may require additional studies and upgrades in  
15 order for Transmission Provider to grant such request.  
16

17 **4.2 Provision of Service.** Transmission Provider shall provide Interconnection Service for  
18 the Large Generating Facility at the Point of Interconnection.  
19

20 **4.3 Performance Standards.** Each Party shall perform all of its obligations under this  
21 LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards,  
22 and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking  
23 any action by such regulations and standards, such Party shall not be deemed to be in Breach of  
24 this LGIA for its compliance therewith. If such Party is a Transmission Provider or Transmission  
25 Owner, then that Party shall amend the LGIA and submit the amendment to FERC for approval.  
26

27 **4.4 No Transmission Delivery Service.** The execution of this LGIA does not constitute  
28 a request for, nor the provision of, any transmission delivery service under Transmission  
29 Provider's Tariff, and does not convey any right to deliver electricity to any specific customer or  
30 Point of Delivery.  
31

32 **4.5 Interconnection Customer Provided Services.** The services provided by  
33 Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.5.1.  
34 Interconnection Customer shall be paid for such services in accordance with Article 11.6.  
35  
36



1 Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise,  
2 Interconnection Customer shall have the option to assume responsibility for the design,  
3 procurement and construction of Transmission Provider's Interconnection Facilities and Stand  
4 Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and  
5 Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and  
6 identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network  
7 Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under  
8 this option.  
9

10 **5.1.4 Negotiated Option.** If Interconnection Customer elects not to exercise its  
11 option under Article 5.1.3, Option to Build, Interconnection Customer shall so notify  
12 Transmission Provider within thirty (30) Calendar Days, and the Parties shall in good faith  
13 attempt to negotiate terms and conditions (including revision of the specified dates and  
14 liquidated damages, the provision of incentives or the procurement and construction of a portion  
15 of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades by  
16 Interconnection Customer) pursuant to which Transmission Provider is responsible for the  
17 design, procurement and construction of Transmission Provider's Interconnection Facilities and  
18 Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions,  
19 Transmission Provider shall assume responsibility for the design, procurement and construction  
20 of Transmission Provider's Interconnection Facilities and Network Upgrades pursuant to 5.1.1,  
21 Standard Option.  
22

23 **5.2 General Conditions Applicable to Option to Build.** If Interconnection Customer  
24 assumes responsibility for the design, procurement and construction of Transmission Provider's  
25 Interconnection Facilities and Stand Alone Network Upgrades,

26 (1) Interconnection Customer shall engineer, procure equipment, and construct Transmission  
27 Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof)  
28 using Good Utility Practice and using standards and specifications provided in advance by  
29 Transmission Provider;

30 (2) Interconnection Customer's engineering, procurement and construction of Transmission  
31 Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all  
32 requirements of law to which Transmission Provider would be subject in the engineering,  
33 procurement or construction of Transmission Provider's Interconnection Facilities and Stand  
34 Alone Network Upgrades;

35 (3) Transmission Provider shall review and approve the engineering design, equipment  
36 acceptance tests, and the construction of Transmission Provider's Interconnection Facilities and  
37 Stand Alone Network Upgrades;

1 (4) prior to commencement of construction, Interconnection Customer shall provide to  
2 Transmission Provider a schedule for construction of Transmission Provider's Interconnection  
3 Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for  
4 information from Transmission Provider;

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

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

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

17 (8) Interconnection Customer shall transfer control of Transmission Provider's  
18 Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;

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

22 (10) Transmission Provider shall approve and accept for operation and maintenance  
23 Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to the  
24 extent engineered, procured, and constructed in accordance with this Article 5.2; and

25 (11) Interconnection Customer shall deliver to Transmission Provider "as-built" drawings,  
26 information, and any other documents that are reasonably required by Transmission Provider to  
27 assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the  
28 standards and specifications required by Transmission Provider.  
29

30 **5.3 Liquidated Damages.** The actual damages to Interconnection Customer, in the event  
31 Transmission Provider's Interconnection Facilities or Network Upgrades are not completed by  
32 the dates designated by Interconnection Customer and accepted by Transmission Provider  
33 pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed

1 operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain  
2 and impossible to determine at this time. Because of such uncertainty, any liquidated damages  
3 paid by Transmission Provider to Interconnection Customer in the event that Transmission  
4 Provider does not complete any portion of Transmission Provider's Interconnection Facilities or  
5 Network Upgrades by the applicable dates, shall be an amount equal to 1/2 of 1 percent per day  
6 of the actual cost of Transmission Provider's Interconnection Facilities and Network Upgrades,  
7 in the aggregate, for which Transmission Provider has assumed responsibility to design, procure  
8 and construct.

9 However, in no event shall the total liquidated damages exceed 20 percent of the actual cost  
10 of Transmission Provider's Interconnection Facilities and Network Upgrades for which  
11 Transmission Provider has assumed responsibility to design, procure, and construct. The  
12 foregoing payments will be made by Transmission Provider to Interconnection Customer as just  
13 compensation for the damages caused to Interconnection Customer, which actual damages are  
14 uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not  
15 as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the  
16 Parties agree to them, are the exclusive remedy for the Transmission Provider's failure to meet its  
17 schedule.

18 No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection  
19 Customer is not ready to commence use of Transmission Provider's Interconnection Facilities or  
20 Network Upgrades to take the delivery of power for the Large Generating Facility's Trial  
21 Operation or to export power from the Large Generating Facility on the specified dates, unless  
22 Interconnection Customer would have been able to commence use of Transmission Provider's  
23 Interconnection Facilities or Network Upgrades to take the delivery of power for Large  
24 Generating Facility's Trial Operation or to export power from the Large Generating Facility, but  
25 for Transmission Provider's delay; (2) Transmission Provider's failure to meet the specified dates  
26 is the result of the action or inaction of Interconnection Customer or any other Interconnection  
27 Customer who has entered into an LGIA with Transmission Provider or any cause beyond  
28 Transmission Provider's reasonable control or reasonable ability to cure; (3) the Interconnection  
29 Customer has assumed responsibility for the design, procurement and construction of  
30 Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4)  
31 the Parties have otherwise agreed.  
32

33 **5.4 Power System Stabilizers.** The Interconnection Customer shall procure, install,  
34 maintain and operate Power System Stabilizers in accordance with the guidelines and procedures  
35 established by the Applicable Reliability Council. Transmission Provider reserves the right to  
36 reasonably establish minimum acceptable settings for any installed Power System Stabilizers,  
37 subject to the design and operating limitations of the Large Generating Facility. If the Large  
38 Generating Facility's Power System Stabilizers are removed from service or not capable of  
39 automatic operation, Interconnection Customer shall immediately notify Transmission Provider's

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1 system operator, or its designated representative. The requirements of this paragraph shall not  
2 apply to wind generators.  
3

4 **5.5 Equipment Procurement.** If responsibility for construction of Transmission  
5 Provider's Interconnection Facilities or Network Upgrades is to be borne by Transmission  
6 Provider, then Transmission Provider shall commence design of Transmission Provider's  
7 Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as  
8 practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in  
9 writing:

10 5.5.1 Transmission Provider has completed the Facilities Study pursuant to the Facilities  
11 Study Agreement;

12 5.5.2 Transmission Provider has received written authorization to proceed with design and  
13 procurement from Interconnection Customer by the date specified in Appendix B, Milestones;  
14 and

15 5.5.3 Interconnection Customer has provided security to Transmission Provider in  
16 accordance with Article 11.5 by the dates specified in Appendix B, Milestones.  
17  
18

19 **5.6 Construction Commencement.** Transmission Provider shall commence construction  
20 of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is  
21 responsible as soon as practicable after the following additional conditions are satisfied:

22 5.6.1 Approval of the appropriate Governmental Authority has been obtained for any  
23 facilities requiring regulatory approval;

24 5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent  
25 required for the construction of a discrete aspect of Transmission Provider's Interconnection  
26 Facilities and Network Upgrades;

27 5.6.3 Transmission Provider has received written authorization to proceed with construction  
28 from Interconnection Customer by the date specified in Appendix B, Milestones; and

29 5.6.4 Interconnection Customer has provided security to Transmission Provider in  
30 accordance with Article 11.5 by the dates specified in Appendix B, Milestones.  
31  
32

33 **5.7 Work Progress.** The Parties will keep each other advised periodically as to the  
34 progress of their respective design, procurement and construction efforts. Either Party may, at  
35 any time, request a progress report from the other Party. If, at any time, Interconnection  
36 Customer determines that the completion of Transmission Provider's Interconnection Facilities

1 will not be required until after the specified In-Service Date, Interconnection Customer will  
2 provide written notice to Transmission Provider of such later date upon which the completion of  
3 Transmission Provider's Interconnection Facilities will be required.  
4

5 **5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the  
6 Parties shall exchange information regarding the design and compatibility of the Parties'  
7 Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission  
8 Provider's Transmission System, and shall work diligently and in good faith to make any  
9 necessary design changes.  
10

11 **5.9 Limited Operation.** If any of Transmission Provider's Interconnection Facilities or  
12 Network Upgrades are not reasonably expected to be completed prior to the Commercial  
13 Operation Date of the Large Generating Facility, Transmission Provider shall, upon the request  
14 and at the expense of Interconnection Customer, perform operating studies on a timely basis to  
15 determine the extent to which the Large Generating Facility and Interconnection Customer's  
16 Interconnection Facilities may operate prior to the completion of Transmission Provider's  
17 Interconnection Facilities or Network Upgrades consistent with Applicable Laws and  
18 Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA.  
19 Transmission Provider shall permit Interconnection Customer to operate the Large Generating  
20 Facility and Interconnection Customer's Interconnection Facilities in accordance with the results  
21 of such studies.  
22

23 **5.10 Interconnection Customer's Interconnection Facilities ("ICIF") .**

24 Interconnection Customer shall, at its expense, design, procure, construct, own and install the  
25 ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution  
26 Upgrades.  
27

28 **5.10.1 Interconnection Customer's Interconnection Facility Specifications.**

29 Interconnection Customer shall submit initial specifications for the ICIF, including System  
30 Protection Facilities, to Transmission Provider at least one hundred eighty (180) Calendar Days  
31 prior to the Initial Synchronization Date; and final specifications for review and comment at least  
32 ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider shall  
33 review such specifications to ensure that the ICIF are compatible with the technical  
34 specifications, operational control, and safety requirements of Transmission Provider and  
35 comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's  
36 submission. All specifications provided hereunder shall be deemed confidential.  
37

38 **5.10.2 Transmission Provider's Review.** Transmission Provider's review of

39 Interconnection Customer's final specifications shall not be construed as confirming, endorsing,

1 or providing a warranty as to the design, fitness, safety, durability or reliability of the Large  
2 Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF  
3 as may reasonably be required by Transmission Provider, in accordance with Good Utility  
4 Practice, to ensure that the ICIF are compatible with the technical specifications, operational  
5 control, and safety requirements of Transmission Provider.  
6

7 **5.10.3 ICIF Construction.** The ICIF shall be designed and constructed in accordance  
8 with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the  
9 Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline,  
10 Interconnection Customer shall deliver to Transmission Provider "as-built" drawings,  
11 information and documents for the ICIF, such as: A one-line diagram, a site plan showing the  
12 Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the  
13 ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay  
14 settings for all facilities associated with Interconnection Customer's step-up transformers, the  
15 facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and  
16 the impedances (determined by factory tests) for the associated step-up transformers and the  
17 Large Generating Facility. The Interconnection Customer shall provide Transmission Provider  
18 specifications for the excitation system, automatic voltage regulator, Large Generating Facility  
19 control and protection settings, transformer tap settings, and communications, if applicable.  
20

21 **5.11 Transmission Provider's Interconnection Facilities Construction.**  
22 Transmission Provider's Interconnection Facilities shall be designed and constructed in  
23 accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar  
24 Days after the Commercial Operation Date, unless the Parties agree on another mutually  
25 acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the  
26 following "as-built" drawings, information and documents for Transmission Provider's  
27 Interconnection Facilities [include appropriate drawings and relay diagrams].

28 Transmission Provider will obtain control of Transmission Provider's Interconnection  
29 Facilities and Stand Alone Network Upgrades upon completion of such facilities.  
30  
31

32 **5.12 Access Rights.** Upon reasonable notice and supervision by a Party, and subject  
33 to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no  
34 cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements  
35 with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the  
36 applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to

1 obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect,  
2 replace or remove facilities and equipment to: (i) Interconnect the Large Generating Facility with  
3 the Transmission System; (ii) operate and maintain the Large Generating Facility, the  
4 Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the  
5 Access Party's facilities and equipment upon termination of this LGIA. In exercising such  
6 licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or  
7 interfere with normal operation of the Granting Party's business and shall adhere to the safety  
8 rules and procedures established in advance, as may be changed from time to time, by the  
9 Granting Party and provided to the Access Party.

10  
11 **5.13 Lands of Other Property Owners.** If any part of Transmission Provider or  
12 Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on  
13 property owned by persons other than Interconnection Customer or Transmission Provider or  
14 Transmission Owner, Transmission Provider or Transmission Owner shall at Interconnection  
15 Customer's expense use efforts, similar in nature and extent to those that it typically undertakes  
16 on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and  
17 to the extent consistent with state law, to procure from such persons any rights of use, licenses,  
18 rights of way and easements that are necessary to construct, operate, maintain, test, inspect,  
19 replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities  
20 and/or Network Upgrades upon such property.

21  
22 **5.14 Permits.** Transmission Provider or Transmission Owner and Interconnection  
23 Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and  
24 authorizations that are necessary to accomplish the interconnection in compliance with  
25 Applicable Laws and Regulations. With respect to this paragraph, Transmission Provider or  
26 Transmission Owner shall provide permitting assistance to Interconnection Customer  
27 comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

28  
29 **5.15 Early Construction of Base Case Facilities.** Interconnection Customer  
30 may request Transmission Provider to construct, and Transmission Provider shall construct,  
31 using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any  
32 portion of any Network Upgrades required for Interconnection Customer to be interconnected to  
33 the Transmission System which are included in the Base Case of the Facilities Study for  
34 Interconnection Customer, and which also are required to be constructed for another  
35 Interconnection Customer, but where such construction is not scheduled to be completed in time  
36 to achieve Interconnection Customer's In-Service Date.

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1

2       **5.16       Suspension.** Interconnection Customer reserves the right, upon written notice  
3 to Transmission Provider, to suspend at any time all work by Transmission Provider associated  
4 with the construction and installation of Transmission Provider's Interconnection Facilities  
5 and/or Network Upgrades required under this LGIA with the condition that Transmission System  
6 shall be left in a safe and reliable condition in accordance with Good Utility Practice and  
7 Transmission Provider's safety and reliability criteria. In such event, Interconnection Customer  
8 shall be responsible for all reasonable and necessary costs which Transmission Provider (i) has  
9 incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work,  
10 including any costs incurred to perform such work as may be necessary to ensure the safety of  
11 persons and property and the integrity of the Transmission System during such suspension and, if  
12 applicable, any costs incurred in connection with the cancellation or suspension of material,  
13 equipment and labor contracts which Transmission Provider cannot reasonably avoid; provided,  
14 however, that prior to canceling or suspending any such material, equipment or labor contract,  
15 Transmission Provider shall obtain Interconnection Customer's authorization to do so.

16       Transmission Provider shall invoice Interconnection Customer for such costs pursuant to  
17 Article 12 and shall use due diligence to minimize its costs. In the event Interconnection  
18 Customer suspends work by Transmission Provider required under this LGIA pursuant to this  
19 Article 5.16, and has not requested Transmission Provider to recommence the work required  
20 under this LGIA on or before the expiration of three (3) years following commencement of such  
21 suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date  
22 the suspension is requested, or the date of the written notice to Transmission Provider, if no  
23 effective date is specified.

24

25

## 26       **5.17       Taxes.**

27

28       **5.17.1       Interconnection Customer Payments Not Taxable.** The Parties intend that  
29 all payments or property transfers made by Interconnection Customer to Transmission Provider  
30 for the installation of Transmission Provider's Interconnection Facilities and the Network  
31 Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance  
32 with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable  
33 as contributions in aid of construction or otherwise under the Internal Revenue Code and any  
34 applicable state income tax laws.

35

36       **5.17.2       Representations And Covenants.** In accordance with IRS Notice 2001-82  
37 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of  
38 the electricity generated at the Large Generating Facility will pass to another party prior to the  
39 transmission of the electricity on the Transmission System, (ii) for income tax purposes, the

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1 amount of any payments and the cost of any property transferred to Transmission Provider for  
2 Transmission Provider's Interconnection Facilities will be capitalized by Interconnection  
3 Customer as an intangible asset and recovered using the straight-line method over a useful life of  
4 twenty (20) years, and (iii) any portion of Transmission Provider's Interconnection Facilities that  
5 is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry  
6 only a *de minimis* amount of electricity in the direction of the Large Generating Facility. For this  
7 purpose, "*de minimis* amount" means no more than 5 percent of the total power flows in both  
8 directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This  
9 is not intended to be an exclusive list of the relevant conditions that must be met to conform to  
10 IRS requirements for non-taxable treatment.

11 At Transmission Provider's request, Interconnection Customer shall provide Transmission  
12 Provider with a report from an independent engineer confirming its representation in clause (iii),  
13 above. Transmission Provider represents and covenants that the cost of Transmission Provider's  
14 Interconnection Facilities paid for by Interconnection Customer will have no net effect on the  
15 base upon which rates are determined.  
16  
17

18 **5.17.3 Indemnification for the Cost Consequences of Current Tax Liability**  
19 **Imposed Upon the Transmission Provider.** Notwithstanding Article 5.17.1,  
20 Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider  
21 from the cost consequences of any current tax liability imposed against Transmission Provider as  
22 the result of payments or property transfers made by Interconnection Customer to Transmission  
23 Provider under this LGIA for Interconnection Facilities, as well as any interest and penalties,  
24 other than interest and penalties attributable to any delay caused by Transmission Provider.

25 Transmission Provider shall not include a gross-up for the cost consequences of any current  
26 tax liability in the amounts it charges Interconnection Customer under this LGIA unless (i)  
27 Transmission Provider has determined, in good faith, that the payments or property transfers  
28 made by Interconnection Customer to Transmission Provider should be reported as income  
29 subject to taxation or (ii) any Governmental Authority directs Transmission Provider to report  
30 payments or property as income subject to taxation; *provided, however*, that Transmission  
31 Provider may require Interconnection Customer to provide security for Interconnection  
32 Facilities, in a form reasonably acceptable to Transmission Provider (such as a parental  
33 guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax  
34 liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Provider  
35 for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30)  
36 Calendar Days of receiving written notification from Transmission Provider of the amount due,  
37 including detail about how the amount was calculated. The indemnification obligation shall  
38 terminate at the earlier of (1) the expiration of the ten year testing period and the applicable  
39 statute of limitation, as it may be extended by Transmission Provider upon request of the IRS, to

1 keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable  
2 event and the payment of any related indemnification obligations as contemplated by this Article  
3 5.17.  
4

5 **5.17.4 Tax Gross-Up Amount.** . Interconnection Customer's liability for the cost  
6 consequences of any current tax liability under this Article 5.17 shall be calculated on a fully  
7 grossed-up basis. Except as may otherwise be agreed to by the parties, this means that  
8 Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the  
9 Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes  
10 imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income  
11 realized by Transmission Provider as a result of payments or property transfers made by  
12 Interconnection Customer to Transmission Provider under this LGIA (without regard to any  
13 payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of  
14 future tax deductions for depreciation that will be available as a result of such payments or  
15 property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount  
16 sufficient to permit Transmission Provider to receive and retain, after the payment of all Current  
17 Taxes, an amount equal to the net amount described in clause (1).

18 For this purpose, (i) Current Taxes shall be computed based on Transmission Provider's  
19 composite federal and state tax rates at the time the payments or property transfers are received  
20 and Transmission Provider will be treated as being subject to tax at the highest marginal rates in  
21 effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall  
22 be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a  
23 result of such payments or property transfers by Transmission Provider's current weighted  
24 average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to  
25 Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax  
26 Rate x (Gross Income Amount- Present Value of Tax Depreciation))/(1-Current Tax Rate).  
27 Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated  
28 in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.  
29

30 **5.17.5 Private Letter Ruling or Change or Clarification of Law.** At  
31 Interconnection Customer's request and expense, Transmission Provider shall file with the IRS a  
32 request for a private letter ruling as to whether any property transferred or sums paid, or to be  
33 paid, by Interconnection Customer to Transmission Provider under this LGIA are subject to  
34 federal income taxation. Interconnection Customer will prepare the initial draft of the request for  
35 a private letter ruling, and will certify under penalties of perjury that all facts represented in such  
36 request are true and accurate to the best of Interconnection Customer's knowledge. Transmission  
37 Provider and Interconnection Customer shall cooperate in good faith with respect to the  
38 submission of such request.

1 Transmission Provider shall keep Interconnection Customer fully informed of the status of  
2 such request for a private letter ruling and shall execute either a privacy act waiver or a limited  
3 power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to  
4 participate in all discussions with the IRS regarding such request for a private letter ruling.  
5 Transmission Provider shall allow Interconnection Customer to attend all meetings with IRS  
6 officials about the request and shall permit Interconnection Customer to prepare the initial drafts  
7 of any follow-up letters in connection with the request.

8  
9 **5.17.6 Subsequent Taxable Events.** If, within 10 years from the date on which the  
10 relevant Transmission Provider's Interconnection Facilities are placed in service, (i)  
11 Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a  
12 "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA  
13 terminates and Transmission Provider retains ownership of the Interconnection Facilities and  
14 Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences  
15 of any current tax liability imposed on Transmission Provider, calculated using the methodology  
16 described in Article 5.17.4 and in accordance with IRS Notice 90-60.

17  
18 **5.17.7 Contests.** In the event any Governmental Authority determines that  
19 Transmission Provider's receipt of payments or property constitutes income that is subject to  
20 taxation, Transmission Provider shall notify Interconnection Customer, in writing, within thirty  
21 (30) Calendar Days of receiving notification of such determination by a Governmental  
22 Authority. Upon the timely written request by Interconnection Customer and at Interconnection  
23 Customer's sole expense, Transmission Provider may appeal, protest, seek abatement of, or  
24 otherwise oppose such determination. Upon Interconnection Customer's written request and sole  
25 expense, Transmission Provider may file a claim for refund with respect to any taxes paid under  
26 this Article 5.17, whether or not it has received such a determination. Transmission Provider  
27 reserves the right to make all decisions with regard to the prosecution of such appeal, protest,  
28 abatement or other contest, including the selection of counsel and compromise or settlement of  
29 the claim, but Transmission Provider shall keep Interconnection Customer informed, shall  
30 consider in good faith suggestions from Interconnection Customer about the conduct of the  
31 contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer  
32 representative to attend contest proceedings.

33 Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced  
34 by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting  
35 such appeal, protest, abatement or other contest. At any time during the contest, Transmission  
36 Provider may agree to a settlement either with Interconnection Customer's consent or after  
37 obtaining written advice from nationally-recognized tax counsel, selected by Transmission  
38 Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement

1 represents a reasonable settlement given the hazards of litigation. Interconnection Customer's  
2 obligation shall be based on the amount of the settlement agreed to by Interconnection Customer,  
3 or if a higher amount, so much of the settlement that is supported by the written advice from  
4 nationally-recognized tax counsel selected under the terms of the preceding sentence. The  
5 settlement amount shall be calculated on a fully grossed-up basis to cover any related cost  
6 consequences of the current tax liability. Any settlement without Interconnection Customer's  
7 consent or such written advice will relieve Interconnection Customer from any obligation to  
8 indemnify Transmission Provider for the tax at issue in the contest.  
9

10 **5.17.8 Refund.** In the event that (a) a private letter ruling is issued to Transmission  
11 Provider which holds that any amount paid or the value of any property transferred by  
12 Interconnection Customer to Transmission Provider under the terms of this LGIA is not subject  
13 to federal income taxation, (b) any legislative change or administrative announcement, notice,  
14 ruling or other determination makes it reasonably clear to Transmission Provider in good faith  
15 that any amount paid or the value of any property transferred by Interconnection Customer to  
16 Transmission Provider under the terms of this LGIA is not taxable to Transmission Provider, (c)  
17 any abatement, appeal, protest, or other contest results in a determination that any payments or  
18 transfers made by Interconnection Customer to Transmission Provider are not subject to federal  
19 income tax, or (d) if Transmission Provider receives a refund from any taxing authority for any  
20 overpayment of tax attributable to any payment or property transfer made by Interconnection  
21 Customer to Transmission Provider pursuant to this LGIA, Transmission Provider shall promptly  
22 refund to Interconnection Customer the following:

23 (i) Any payment made by Interconnection Customer under this Article 5.17 for taxes that is  
24 attributable to the amount determined to be non-taxable, together with interest thereon,

25 (ii) interest on any amounts paid by Interconnection Customer to Transmission Provider for  
26 such taxes which Transmission Provider did not submit to the taxing authority, calculated in  
27 accordance with the methodology set forth in FERC's regulations at 18 CFR 35.19a(a)(2)(iii)  
28 from the date payment was made by Interconnection Customer to the date Transmission Provider  
29 refunds such payment to Interconnection Customer, and

30 (iii) With respect to any such taxes paid by Transmission Provider, any refund or credit  
31 Transmission Provider receives or to which it may be entitled from any Governmental Authority,  
32 interest (or that portion thereof attributable to the payment described in clause (i), above) owed  
33 to Transmission Provider for such overpayment of taxes (including any reduction in interest  
34 otherwise payable by Transmission Provider to any Governmental Authority resulting from an  
35 offset or credit); *provided, however*, that Transmission Provider will remit such amount promptly  
36 to Interconnection Customer only after and to the extent that Transmission Provider has received  
37 a tax refund, credit or offset from any Governmental Authority for any applicable overpayment  
38 of income tax related to Transmission Provider's Interconnection Facilities.

Issued By: C. M. Mennes

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1 The intent of this provision is to leave the Parties, to the extent practicable, in the event that  
2 no taxes are due with respect to any payment for Interconnection Facilities and Network  
3 Upgrades hereunder, in the same position they would have been in had no such tax payments  
4 been made.  
5

6 **5.17.9 Taxes Other Than Income Taxes.** Upon the timely request by  
7 Interconnection Customer, and at Interconnection Customer's sole expense, Transmission  
8 Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal  
9 or state income tax) asserted or assessed against Transmission Provider for which  
10 Interconnection Customer may be required to reimburse Transmission Provider under the terms  
11 of this LGIA.

12 Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced  
13 by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting  
14 such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission  
15 Provider shall cooperate in good faith with respect to any such contest. Unless the payment of  
16 such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be  
17 payable by Interconnection Customer to Transmission Provider for such taxes until they are  
18 assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the  
19 event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection  
20 Customer will be responsible for all taxes, interest and penalties, other than penalties attributable  
21 to any delay caused by Transmission Provider.  
22

23 **5.17.10 Transmission Owners Who Are Not Transmission Providers.** If  
24 Transmission Provider is not the same entity as the Transmission Owner, then (i) all references  
25 in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the  
26 Transmission Owner, as appropriate, and (ii) this LGIA shall not become effective until such  
27 Transmission Owner shall have agreed in writing to assume all of the duties and obligations of  
28 Transmission Provider under this Article 5.17 of this LGIA.  
29

30 **5.18 Tax Status.** Each Party shall cooperate with the other to maintain the other  
31 Party's tax status. Nothing in this LGIA is intended to adversely affect any Transmission  
32 Provider's tax exempt status with respect to the issuance of bonds including, but not limited to,  
33 Local Furnishing Bonds.  
34

35 **5.19 Modification.**  
36

37 **5.19.1 General.** Either Party may undertake modifications to its facilities. If a Party  
38 plans to undertake a modification that reasonably may be expected to affect the other Party's

1 facilities, that Party shall provide to the other Party sufficient information regarding such  
2 modification so that the other Party may evaluate the potential impact of such modification prior  
3 to commencement of the work. Such information shall be deemed to be confidential hereunder  
4 and shall include information concerning the timing of such modifications and whether such  
5 modifications are expected to interrupt the flow of electricity from the Large Generating Facility.  
6 The Party desiring to perform such work shall provide the relevant drawings, plans, and  
7 specifications to the other Party at least ninety (90) Calendar Days in advance of the  
8 commencement of the work or such shorter period upon which the Parties may agree, which  
9 agreement shall not unreasonably be withheld, conditioned or delayed.

10 In the case of Large Generating Facility modifications that do not require Interconnection  
11 Customer to submit an Interconnection Request, Transmission Provider shall provide, within  
12 thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any  
13 additional modifications to the Transmission System, Transmission Provider's Interconnection  
14 Facilities or Network Upgrades necessitated by such Interconnection Customer modification and  
15 a good faith estimate of the costs thereof.  
16

17 **5.19.2 Standards.** Any additions, modifications, or replacements made to a Party's  
18 facilities shall be designed, constructed and operated in accordance with this LGIA and Good  
19 Utility Practice.  
20

21 **5.19.3 Modification Costs.** Interconnection Customer shall not be directly assigned  
22 for the costs of any additions, modifications, or replacements that Transmission Provider makes  
23 to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the  
24 interconnection of a third party to Transmission Provider's Interconnection Facilities or the  
25 Transmission System, or to provide transmission service to a third party under Transmission  
26 Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions,  
27 modifications, or replacements to Interconnection Customer's Interconnection Facilities that may  
28 be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities  
29 consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good  
30 Utility Practice.  
31

## 32 **ARTICLE 6. TESTING AND INSPECTION**

33

34 **6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the  
35 Commercial Operation Date, Transmission Provider shall test Transmission Provider's  
36 Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the  
37 Large Generating Facility and Interconnection Customer's Interconnection Facilities to ensure  
38 their safe and reliable operation. Similar testing may be required after initial operation. Each  
39 Party shall make any modifications to its facilities that are found to be necessary as a result of

1 such testing. Interconnection Customer shall bear the cost of all such testing and modifications.  
2 Interconnection Customer shall generate test energy at the Large Generating Facility only if it  
3 has arranged for the delivery of such test energy.  
4

5 **6.2 Post-Commercial Operation Date Testing and Modifications.** Each Party shall  
6 at its own expense perform routine inspection and testing of its facilities and equipment in  
7 accordance with Good Utility Practice as may be necessary to ensure the continued  
8 interconnection of the Large Generating Facility with the Transmission System in a safe and  
9 reliable manner. Each Party shall have the right, upon advance written notice, to require  
10 reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as  
11 may be in accordance with Good Utility Practice.  
12

13 **6.3 Right to Observe Testing.** Each Party shall notify the other Party in advance of its  
14 performance of tests of its Interconnection Facilities. The other Party has the right, at its own  
15 expense, to observe such testing.  
16

17 **6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i)  
18 Observe the other Party's tests and/or inspection of any of its System Protection Facilities and  
19 other protective equipment, including Power System Stabilizers; (ii) review the settings of the  
20 other Party's System Protection Facilities and other protective equipment; and (iii) review the  
21 other Party's maintenance records relative to the Interconnection Facilities, the System Protection  
22 Facilities and other protective equipment. A Party may exercise these rights from time to time as  
23 it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a  
24 Party of any such rights shall not be construed as an endorsement or confirmation of any element  
25 or condition of the Interconnection Facilities or the System Protection Facilities or other  
26 protective equipment or the operation thereof, or as a warranty as to the fitness, safety,  
27 desirability, or reliability of same. Any information that a Party obtains through the exercise of  
28 any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated  
29 pursuant to Article 22 of this LGIA.  
30

## 31 **ARTICLE 7. METERING**

33 **7.1 General.** Each Party shall comply with the Applicable Reliability Council requirements.  
34 Unless otherwise agreed by the Parties, Transmission Provider shall install Metering Equipment  
35 at the Point of Interconnection prior to any operation of the Large Generating Facility and shall  
36 own, operate, test and maintain such Metering Equipment. Power flows to and from the Large  
37 Generating Facility shall be measured at or, at Transmission Provider's option, compensated to,  
38 the Point of Interconnection. Transmission Provider shall provide metering quantities, in analog  
39 and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall

1 bear all reasonable documented costs associated with the purchase, installation, operation, testing  
2 and maintenance of the Metering Equipment.  
3

4 **7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and  
5 operate, on its premises and on its side of the Point of Interconnection, one or more check meters  
6 to check Transmission Provider's meters. Such check meters shall be for check purposes only  
7 and shall not be used for the measurement of power flows for purposes of this LGIA, except as  
8 provided in Article 7.4 below. The check meters shall be subject at all reasonable times to  
9 inspection and examination by Transmission Provider or its designee. The installation, operation  
10 and maintenance thereof shall be performed entirely by Interconnection Customer in accordance  
11 with Good Utility Practice.  
12

13 **7.3 Standards.** Transmission Provider shall install, calibrate, and test revenue quality  
14 Metering Equipment in accordance with applicable ANSI standards.  
15

16 **7.4 Testing of Metering Equipment.** Transmission Provider shall inspect and test all  
17 Transmission Provider-owned Metering Equipment upon installation and at least once every two  
18 (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Provider  
19 shall, at Interconnection Customer's expense, inspect or test Metering Equipment more  
20 frequently than every two (2) years. Transmission Provider shall give reasonable notice of the  
21 time when any inspection or test shall take place, and Interconnection Customer may have  
22 representatives present at the test or inspection. If at any time Metering Equipment is found to be  
23 inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's  
24 expense, in order to provide accurate metering, unless the inaccuracy or defect is due to  
25 Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering  
26 Equipment fails to register, or if the measurement made by Metering Equipment during a test  
27 varies by more than two percent from the measurement made by the standard meter used in the  
28 test, Transmission Provider shall adjust the measurements by correcting all measurements for the  
29 period during which Metering Equipment was in error by using Interconnection Customer's  
30 check meters, if installed. If no such check meters are installed or if the period cannot be  
31 reasonably ascertained, the adjustment shall be for the period immediately preceding the test of  
32 the Metering Equipment equal to one-half the time from the date of the last previous test of the  
33 Metering Equipment.  
34

35 **7.5 Metering Data.** At Interconnection Customer's expense, the metered data shall be  
36 telemetered to one or more locations designated by Transmission Provider and one or more  
37 locations designated by Interconnection Customer. Such telemetered data shall be used, under  
38 normal operating conditions, as the official measurement of the amount of energy delivered from  
39 the Large Generating Facility to the Point of Interconnection.

1  
2  
3

## ARTICLE 8. COMMUNICATIONS

4       **8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain  
5 satisfactory operating communications with Transmission Provider's Transmission System  
6 dispatcher or representative designated by Transmission Provider. Interconnection Customer  
7 shall provide standard voice line, dedicated voice line and facsimile communications at its Large  
8 Generating Facility control room or central dispatch facility through use of either the public  
9 telephone system, or a voice communications system that does not rely on the public telephone  
10 system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to  
11 provide Interconnection Customer data to Transmission Provider as set forth in Appendix D,  
12 Security Arrangements Details. The data circuit(s) shall extend from the Large Generating  
13 Facility to the location(s) specified by Transmission Provider. Any required maintenance of such  
14 communications equipment shall be performed by Interconnection Customer. Operational  
15 communications shall be activated and maintained under, but not be limited to, the following  
16 events: System paralleling or separation, scheduled and unscheduled shutdowns, equipment  
17 clearances, and hourly and daily load data.  
18

19       **8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of the Large  
20 Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer  
21 equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by  
22 Transmission Provider at Interconnection Customer's expense, to gather accumulated and  
23 instantaneous data to be telemetered to the location(s) designated by Transmission Provider  
24 through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The  
25 communication protocol for the data circuit(s) shall be specified by Transmission Provider.  
26 Instantaneous bi-directional analog real power and reactive power flow information must be  
27 telemetered directly to the location(s) specified by Transmission Provider.

28       Each Party will promptly advise the other Party if it detects or otherwise learns of any  
29 metering, telemetry or communications equipment errors or malfunctions that require the  
30 attention and/or correction by the other Party. The Party owning such equipment shall correct  
31 such error or malfunction as soon as reasonably feasible.  
32

33       **8.3 No Annexation.** Any and all equipment placed on the premises of a Party shall be and  
34 remain the property of the Party providing such equipment regardless of the mode and manner of  
35 annexation or attachment to real property, unless otherwise mutually agreed by the Parties.  
36

37  
38

## ARTICLE 9. OPERATIONS

1       **9.1 General.** Each Party shall comply with the Applicable Reliability Council requirements.  
2 Each Party shall provide to the other Party all information that may reasonably be required by the  
3 other Party to comply with Applicable Laws and Regulations and Applicable Reliability  
4 Standards. The Transmission Provider will use the regional reliability criteria developed and  
5 implemented by the Florida Reliability Coordinating Council.  
6

7       **9.2 Control Area Notification.** At least three months before Initial Synchronization Date,  
8 Interconnection Customer shall notify Transmission Provider in writing of the Control Area in  
9 which the Large Generating Facility will be located. If Interconnection Customer elects to locate  
10 the Large Generating Facility in a Control Area other than the Control Area in which the Large  
11 Generating Facility is physically located, and if permitted to do so by the relevant transmission  
12 tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and  
13 Article 8 of this LGIA, and remote Control Area generator interchange agreements, if applicable,  
14 and the appropriate measures under such agreements, shall be executed and implemented prior to  
15 the placement of the Large Generating Facility in the other Control Area.  
16

17       **9.3 Transmission Provider Obligations.** Transmission Provider shall cause the  
18 Transmission System and Transmission Provider's Interconnection Facilities to be operated,  
19 maintained and controlled in a safe and reliable manner and in accordance with this LGIA.  
20 Transmission Provider may provide operating instructions to Interconnection Customer  
21 consistent with this LGIA and Transmission Provider's operating protocols and procedures as  
22 they may change from time to time. Transmission Provider will consider changes to its operating  
23 protocols and procedures proposed by Interconnection Customer.  
24

25       **9.4 Interconnection Customer Obligations.** Interconnection Customer shall at its own  
26 expense operate, maintain and control the Large Generating Facility and Interconnection  
27 Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this  
28 LGIA. Interconnection Customer shall operate the Large Generating Facility and Interconnection  
29 Customer's Interconnection Facilities in accordance with all applicable requirements of the  
30 Control Area of which it is part, as such requirements are set forth in Appendix C,  
31 Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to

1 reflect changes to the requirements as they may change from time to time. Either Party may  
2 request that the other Party provide copies of the requirements set forth in Appendix C,  
3 Interconnection Details, of this LGIA.  
4

5 **9.5 Start-Up and Synchronization.** Consistent with the Parties' mutually acceptable  
6 procedures, Interconnection Customer is responsible for the proper synchronization of the Large  
7 Generating Facility to Transmission Provider's Transmission System.  
8

9 **9.6 Reactive Power.**  
10

11 **9.6.1 Power Factor Design Criteria.** Interconnection Customer shall design the  
12 Large Generating Facility to the Reactive Power Design Standards set forth in section 9.6.1.1.  
13 The requirements of this paragraph shall not apply to wind generators.  
14  
15

16 **9.6.1.1 Reactive Power Design Standards.** The Large Generating Facility power  
17 factor design limitation minimum requirement for a Unit operated in excess of 1500 hours per  
18 year shall be a reactive power capability sufficient to maintain a composite power delivery at the  
19 Point of Interconnection at a power factor of:  
20

- 21 1. 0.95 leading when the Large Generating Facility is operating up to its maximum  
22 designed MW output and the voltage at the Point of Interconnection is in the range of  
23 103%-107% of the nominal voltage specified in Appendix C; and
- 24 2. 0.90 lagging when the Large Generating Facility is operating up to its maximum  
25 designed MW output and the voltage at the Point of Interconnection is in the range of  
26 95%-103% of the nominal voltage specified in Appendix C.  
27

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1 The Large Generating Facility power factor design limitation minimum requirement for a  
2 Unit operated less than 1500 hours per year shall be a reactive power capability sufficient  
3 to maintain a composite power delivery at the Point of Interconnection at a power factor of:  
4

- 5 1. 1.00 when the Large Generating Facility is operating up to its maximum designed MW  
6 output and the voltage at the Point of Interconnection is in the range of 103%-107% of  
7 the nominal voltage specified in Appendix C; and
- 8 2. 0.90 lagging when the Large Generating Facility is operating up to its maximum  
9 designed MW output and the voltage at the Point of Interconnection is in the range of  
10 95%-103% of the nominal voltage specified in Appendix C.  
11

12 **9.6.2 Voltage Schedules.** Once Interconnection Customer has synchronized the  
13 Large Generating Facility with the Transmission System, Transmission Provider shall require  
14 Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive  
15 power within the design limitations of the Large Generating Facility set forth in Article 9.6.1  
16 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources  
17 of reactive power in the Control Area in an equitable and not unduly discriminatory manner.  
18 Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer  
19 with such schedules at least one (1) day in advance, and may make changes to such schedules as  
20 necessary to maintain the reliability of the Transmission System. Interconnection Customer shall  
21 operate the Large Generating Facility to maintain the specified output voltage or power factor at  
22 the Point of Interconnection within the design limitations of the Large Generating Facility set  
23 forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to  
24 maintain the specified voltage or power factor, it shall promptly notify the System Operator.  
25

26 **9.6.2.1 Governors and Regulators.** Whenever the Large Generating Facility is  
27 operated in parallel with the Transmission System and the speed governors (if installed on the  
28 generating unit pursuant to Good Utility Practice) and voltage regulators are capable of  
29 operation, Interconnection Customer shall operate the Large Generating Facility with its speed  
30 governors and voltage regulators in automatic operation. If the Large Generating Facility's speed  
31 governors and voltage regulators are not capable of such automatic operation, Interconnection  
32 Customer shall immediately notify Transmission Provider's system operator, or its designated  
33 representative, and ensure that such Large Generating Facility's reactive power production or  
34 absorption (measured in MVARs) are within the design capability of the Large Generating  
35 Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not  
36 cause its Large Generating Facility to disconnect automatically or instantaneously from the  
37 Transmission System or trip any generating unit comprising the Large Generating Facility for an  
38 under or over frequency condition unless the abnormal frequency condition persists for a time  
39 period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as  
40 applied to other generators in the Control Area on a comparable basis.

1

2       **9.6.3 Payment for Reactive Power.** Transmission Provider is required to pay  
3 Interconnection Customer for reactive power that Interconnection Customer provides or absorbs  
4 from the Large Generating Facility when Transmission Provider requests Interconnection  
5 Customer to operate its Large Generating Facility outside the range specified in Article 9.6.1,  
6 provided that if Transmission Provider pays its own or affiliated generators for reactive power  
7 service within the specified range, it must also pay Interconnection Customer. Payments shall be  
8 pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

9

## 10 **9.7 Outages and Interruptions.**

11

### 12 **9.7.1 Outages.**

13

14       **9.7.1.1 Outage Authority and Coordination.** Each Party may in accordance with  
15 Good Utility Practice in coordination with the other Party remove from service any of its  
16 respective Interconnection Facilities or Network Upgrades that may impact the other Party's  
17 facilities as necessary to perform maintenance or testing or to install or replace equipment.  
18 Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from  
19 service will use Reasonable Efforts to schedule such removal on a date and time mutually  
20 acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies)  
21 from service shall use Reasonable Efforts to minimize the effect on the other Party of such  
22 removal.

23

24       **9.7.1.2 Outage Schedules.** Transmission Provider shall post scheduled outages of its  
25 transmission facilities on the OASIS. Interconnection Customer shall submit its planned  
26 maintenance schedules for the Large Generating Facility to Transmission Provider for a  
27 minimum of a rolling twenty-four month period. Interconnection Customer shall update its  
28 planned maintenance schedules as necessary. Transmission Provider may request  
29 Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability  
30 of the Transmission System; provided, however, adequacy of generation supply shall not be a  
31 criterion in determining Transmission System reliability. Transmission Provider shall  
32 compensate Interconnection Customer for any additional direct costs that Interconnection  
33 Customer incurs as a result of having to reschedule maintenance, including any additional  
34 overtime, breaking of maintenance contracts or other costs above and beyond the cost  
35 Interconnection Customer would have incurred absent Transmission Provider's request to  
36 reschedule maintenance. Interconnection Customer will not be eligible to receive compensation,  
37 if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection  
38 Customer had modified its schedule of maintenance activities.

39

1       **9.7.1.3 Outage Restoration.** If an outage on a Party's Interconnection Facilities or  
2 Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns  
3 or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such  
4 facility(ies) to a normal operating condition consistent with the nature of the outage. The Party  
5 that owns or controls the facility that is out of service shall provide the other Party, to the extent  
6 such information is known, information on the nature of the Emergency Condition, an estimated  
7 time of restoration, and any corrective actions required. Initial verbal notice shall be followed up  
8 as soon as practicable with written notice explaining the nature of the outage.  
9

10       **9.7.2 Interruption of Service.** If required by Good Utility Practice to do so,  
11 Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of  
12 electricity if such delivery of electricity could adversely affect Transmission Provider's ability to  
13 perform such activities as are necessary to safely and reliably operate and maintain the  
14 Transmission System. The following provisions shall apply to any interruption or reduction  
15 permitted under this Article 9.7.2:  
16

17       9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary  
18 under Good Utility Practice;

19       9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory  
20 basis with respect to all generating facilities directly connected to the Transmission System;

21       9.7.2.3 When the interruption or reduction must be made under circumstances which do not  
22 allow for advance notice, Transmission Provider shall notify Interconnection Customer by  
23 telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction,  
24 and, if known, its expected duration. Telephone notification shall be followed by written  
25 notification as soon as practicable;

26       9.7.2.4 Except during the existence of an Emergency Condition, when the interruption or  
27 reduction can be scheduled without advance notice, Transmission Provider shall notify  
28 Interconnection Customer in advance regarding the timing of such scheduling and further notify  
29 Interconnection Customer of the expected duration. Transmission Provider shall coordinate with  
30 Interconnection Customer using Good Utility Practice to schedule the interruption or reduction  
31 during periods of least impact to Interconnection Customer and Transmission Provider;

32       9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in  
33 order to restore the Large Generating Facility, Interconnection Facilities, and the Transmission  
34 System to their normal operating state, consistent with system conditions and Good Utility  
35 Practice.  
36

1           **9.7.3 Under-Frequency and Over Frequency Conditions.** The Transmission  
2 System is designed to automatically activate a load-shed program as required by the Applicable  
3 Reliability Council in the event of an under-frequency system disturbance. Interconnection  
4 Customer shall implement under-frequency and over-frequency relay set points for the Large  
5 Generating Facility as required by the Applicable Reliability Council to ensure "ride through"  
6 capability of the Transmission System. Large Generating Facility response to frequency  
7 deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations,  
8 shall be studied and coordinated with Transmission Provider in accordance with Good Utility  
9 Practice. The term "ride through" as used herein shall mean the ability of a Generating Facility to  
10 stay connected to and synchronized with the Transmission System during system disturbances  
11 within a range of under-frequency and over-frequency conditions, in accordance with Good  
12 Utility Practice.  
13

14           **9.7.4 System Protection and Other Control Requirements.**  
15

16           **9.7.4.1 System Protection Facilities.** Interconnection Customer shall, at its expense,  
17 install, operate and maintain System Protection Facilities as a part of the Large Generating  
18 Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider shall  
19 install at Interconnection Customer's expense any System Protection Facilities that may be  
20 required on Transmission Provider's Interconnection Facilities or the Transmission System as a  
21 result of the interconnection of the Large Generating Facility and Interconnection Customer's  
22 Interconnection Facilities.  
23

24           9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems  
25 in accordance with Good Utility Practice.

26           9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good  
27 Utility Practice.

28           9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to  
29 perform the tests required in Article 6. The required test switches will be placed such that they  
30 allow operation of lockout relays while preventing breaker failure schemes from operating and  
31 causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

32           9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance  
33 with Good Utility Practice.

34           9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each  
35 Party or its agent shall perform a complete calibration test and functional trip test of the System  
36 Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent  
37 malfunction of the System Protection Facilities, each Party shall perform both calibration and  
38 functional trip tests of its System Protection Facilities. These tests do not require the tripping of

1 any in-service generation unit. These tests do, however, require that all protective relays and  
2 lockout contacts be activated.  
3

4 **9.7.5 Requirements for Protection.** In compliance with Good Utility Practice,  
5 Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all  
6 other devices necessary to remove any fault contribution of the Large Generating Facility to any  
7 short circuit occurring on the Transmission System not otherwise isolated by Transmission  
8 Provider's equipment, such that the removal of the fault contribution shall be coordinated with  
9 the protective requirements of the Transmission System. Such protective equipment shall  
10 include, without limitation, a disconnecting device or switch with load-interrupting capability  
11 located between the Large Generating Facility and the Transmission System at a site selected  
12 upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties.  
13 Interconnection Customer shall be responsible for protection of the Large Generating Facility  
14 and Interconnection Customer's other equipment from such conditions as negative sequence  
15 currents, over-or under-frequency, sudden load rejection, over-or under-voltage, and generator  
16 loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large  
17 Generating Facility and Interconnection Customer's other equipment if conditions on the  
18 Transmission System could adversely affect the Large Generating Facility.  
19

20 **9.7.6 Power Quality.** Neither Party's facilities shall cause excessive voltage flicker  
21 nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI  
22 Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding  
23 electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any  
24 applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable  
25 superseding electric industry standard, shall control.  
26

27 **9.8 Switching and Tagging Rules.** Each Party shall provide the other Party a copy of its  
28 switching and tagging rules that are applicable to the other Party's activities. Such switching and  
29 tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with  
30 applicable switching and tagging rules, as amended from time to time, in obtaining clearances for  
31 work or for switching operations on equipment.  
32

### 33 **9.9 Use of Interconnection Facilities by Third Parties.** 34

35 **9.9.1 Purpose of Interconnection Facilities.** Except as may be required by  
36 Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the  
37 Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large  
38 Generating Facility to the Transmission System and shall be used for no other purpose.  
39



1 AC or DC, including, but not limited to, any hardware, control or protective devices, cables,  
2 conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and  
3 voltage and current transformers that directly affect the operation of a Party's facilities and  
4 equipment which may reasonably be expected to impact the other Party. Each Party shall provide  
5 advance notice to the other Party before undertaking any work on such circuits, especially on  
6 electrical circuits involving circuit breaker trip and close contacts, current transformers, or  
7 potential transformers.  
8

9 **10.5 Operating and Maintenance Expenses.** Subject to the provisions herein  
10 addressing the use of facilities by others, and except for operations and maintenance expenses  
11 associated with modifications made for providing interconnection or transmission service to a  
12 third party and such third party pays for such expenses, Interconnection Customer shall be  
13 responsible for all reasonable expenses including overheads, associated with: (1) Owning,  
14 operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection  
15 Facilities; and (2) operation, maintenance, repair and replacement of Transmission Provider's  
16 Interconnection Facilities.  
17

## 18 **ARTICLE 11. PERFORMANCE OBLIGATION**

19

20 **11.1 Interconnection Customer Interconnection Facilities.** Interconnection  
21 Customer shall design, procure, construct, install, own and/or control Interconnection Customer  
22 Interconnection Facilities described in Appendix A, Interconnection Facilities, Network  
23 Upgrades and Distribution Upgrades, at its sole expense.  
24

25 **11.2 Transmission Provider's Interconnection Facilities** Transmission  
26 Provider or Transmission Owner shall design, procure, construct, install, own and/or control the  
27 Transmission Provider's Interconnection Facilities described in Appendix A, Interconnection  
28 Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the  
29 Interconnection Customer.

1       **11.3 Network Upgrades and Distribution Upgrades.** Transmission Provider or  
2 Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and  
3 Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades  
4 and Distribution Upgrades. The Interconnection Customer shall be responsible for all costs  
5 related to Distribution Upgrades. Unless Transmission Provider or Transmission Owner elects to  
6 fund the capital for the Network Upgrades, they shall be solely funded by Interconnection  
7 Customer.

8  
9       **11.4 Transmission Credits.**

10  
11       **11.4.1 Repayment of Amounts Advanced for Network Upgrades.**

12 Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to  
13 Transmission Provider and Affected System Operator, if any, for the Network Upgrades,  
14 including any tax gross-up or other tax-related payments associated with Network Upgrades, and  
15 not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to  
16 Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of  
17 transmission charges, as payments are made under Transmission Provider's Tariff and Affected  
18 System's Tariff for transmission services with respect to the Large Generating Facility. Any  
19 repayment shall include interest calculated in accordance with the methodology set forth in  
20 FERC's regulations at 18 CFR 35.19a(a)(2)(iii) from the date of any payment for Network  
21 Upgrades through the date on which the Interconnection Customer receives a repayment of such  
22 payment pursuant to this subparagraph. Interconnection Customer may assign such repayment  
23 rights to any person.

24 Notwithstanding the foregoing, Interconnection Customer, Transmission Provider, and  
25 Affected System Operator may adopt any alternative payment schedule that is mutually  
26 agreeable so long as Transmission Provider and Affected System Operator take one of the  
27 following actions no later than five years from the Commercial Operation Date: (1) Return to  
28 Interconnection Customer any amounts advanced for Network Upgrades not previously repaid,  
29 or (2) declare in writing that Transmission Provider or Affected System Operator will continue to  
30 provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage  
31 sensitive portion of transmission charges, or develop an alternative schedule that is mutually  
32 agreeable and provides for the return of all amounts advanced for Network Upgrades not  
33 previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from  
34 the Commercial Operation Date.

35 If the Large Generating Facility fails to achieve commercial operation, but it or another  
36 Generating Facility is later constructed and makes use of the Network Upgrades, Transmission  
37 Provider and Affected System Operator shall at that time reimburse Interconnection Customer  
38 for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur,  
39 the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if  
40 different, is responsible for identifying the entity to which reimbursement must be made.

41  
42       11.4.2 *Special Provisions for Affected Systems.* Unless Transmission Provider provides,  
43 under the LGIA, for the repayment of amounts advanced to Affected System Operator for

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1 Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an  
2 agreement that provides for such repayment. The agreement shall specify the terms governing  
3 payments to be made by Interconnection Customer to the Affected System Operator as well as  
4 the repayment by the Affected System Operator.

5 11.4.3 Notwithstanding any other provision of this LGIA, nothing herein shall be construed  
6 as relinquishing or foreclosing any rights, including but not limited to firm transmission rights,  
7 capacity rights, transmission congestion rights, or transmission credits, that Interconnection  
8 Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result  
9 of, or otherwise associated with, the transmission capacity, if any, created by the Network  
10 Upgrades, including the right to obtain cash reimbursements or transmission credits for  
11 transmission service that is not associated with the Large Generating Facility.  
12

13 **11.5 Provision of Security.** At least thirty (30) Calendar Days prior to the  
14 commencement of the procurement, installation, or construction of a discrete portion of a  
15 Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades,  
16 Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's  
17 option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably  
18 acceptable to Transmission Provider and is consistent with the Uniform Commercial Code of the  
19 jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount  
20 sufficient to cover the costs for constructing, procuring and installing the applicable portion of  
21 Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades  
22 and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for  
23 these purposes.

24 In addition:

25 11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements  
26 of Transmission Provider, and contain terms and conditions that guarantee payment of any  
27 amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

28 11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to  
29 Transmission Provider and must specify a reasonable expiration date.

30 11.5.3 The surety bond must be issued by an insurer reasonably acceptable to Transmission  
31 Provider and must specify a reasonable expiration date.  
32

33 **11.6 Interconnection Customer Compensation.** If Transmission Provider  
34 requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3  
35 (Payment for Reactive Power), or 13.5.1 of this LGIA, Transmission Provider shall compensate  
36 Interconnection Customer in accordance with Interconnection Customer's applicable rate  
37 schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO

1 FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider or  
2 RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To  
3 the extent that no rate schedule is in effect at the time the Interconnection Customer is required  
4 to provide or absorb any Reactive Power under this LGIA, Transmission Provider agrees to  
5 compensate Interconnection Customer in such amount as would have been due Interconnection  
6 Customer had the rate schedule been in effect at the time service commenced; provided,  
7 however, that such rate schedule must be filed at FERC or other appropriate Governmental  
8 Authority within sixty (60) Calendar Days of the commencement of service.  
9

10 **11.6.1 Interconnection Customer Compensation for Actions During**  
11 **Emergency Condition.** Transmission Provider or RTO or ISO shall compensate  
12 Interconnection Customer for its provision of real and reactive power and other Emergency  
13 Condition services that Interconnection Customer provides to support the Transmission System  
14 during an Emergency Condition in accordance with Article 11.6.  
15

## 16 **ARTICLE 12. INVOICE**

17

18 **12.1 General.** Each Party shall submit to the other Party, on a monthly basis, invoices  
19 of amounts due for the preceding month. Each invoice shall state the month to which the invoice  
20 applies and fully describe the services and equipment provided. The Parties may discharge  
21 mutual debts and payment obligations due and owing to each other on the same date through  
22 netting, in which case all amounts a Party owes to the other Party under this LGIA, including  
23 interest payments or credits, shall be netted so that only the net amount remaining due shall be  
24 paid by the owing Party.  
25

26 **12.2 Final Invoice.** Within six months after completion of the construction of  
27 Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission  
28 Provider shall provide an invoice of the final cost of the construction of Transmission Provider's  
29 Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient  
30 detail to enable Interconnection Customer to compare the actual costs with the estimates and to  
31 ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to  
32 Interconnection Customer any amount by which the actual payment by Interconnection  
33 Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar  
34 Days of the issuance of such final construction invoice.  
35

36 **12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified  
37 in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar

1 Days of receipt. All payments shall be made in immediately available funds payable to the other  
2 Party, or by wire transfer to a bank named and account designated by the invoicing Party.  
3 Payment of invoices by either Party will not constitute a waiver of any rights or claims either  
4 Party may have under this LGIA.  
5

6 **12.4 Disputes.** In the event of a billing dispute between Transmission Provider and  
7 Interconnection Customer, Transmission Provider shall continue to provide Interconnection  
8 Service under this LGIA as long as Interconnection Customer: (i) Continues to make all  
9 payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow  
10 account the portion of the invoice in dispute, pending resolution of such dispute. If  
11 Interconnection Customer fails to meet these two requirements for continuation of service, then  
12 Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to  
13 Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that  
14 owes money to the other Party shall pay the amount due with interest calculated in accord with  
15 the methodology set forth in FERC's regulations at 18 CFR 35.19a(a)(2)(iii).  
16

## 17 **ARTICLE 13. EMERGENCIES**

18

19 **13.1 Definition.** "Emergency Condition" shall mean a condition or situation: (i) That  
20 in the judgment of the Party making the claim is imminently likely to endanger life or property;  
21 or (ii) that, in the case of Transmission Provider, is imminently likely (as determined in a non-  
22 discriminatory manner) to cause a material adverse effect on the security of, or damage to the  
23 Transmission System, Transmission Provider's Interconnection Facilities or the Transmission  
24 Systems of others to which the Transmission System is directly connected; or (iii) that, in the  
25 case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory  
26 manner) to cause a material adverse effect on the security of, or damage to, the Large Generating  
27 Facility or Interconnection Customer's Interconnection Facilities' System restoration and black  
28 start shall be considered Emergency Conditions; provided, that Interconnection Customer is not  
29 obligated by this LGIA to possess black start capability.  
30

31 **13.2 Obligations.** Each Party shall comply with the Emergency Condition procedures  
32 of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and  
33 Regulations, and any emergency procedures agreed to by the Joint Operating Committee.  
34

35 **13.3 Notice.** Transmission Provider shall notify Interconnection Customer promptly  
36 when it becomes aware of an Emergency Condition that affects Transmission Provider's  
37 Interconnection Facilities or the Transmission System that may reasonably be expected to affect  
38 Interconnection Customer's operation of the Large Generating Facility or Interconnection

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1 Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission  
2 Provider promptly when it becomes aware of an Emergency Condition that affects the Large  
3 Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably  
4 be expected to affect the Transmission System or Transmission Provider's Interconnection  
5 Facilities. To the extent information is known, the notification shall describe the Emergency  
6 Condition, the extent of the damage or deficiency, the expected effect on the operation of  
7 Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated  
8 duration and the corrective action taken and/or to be taken. The initial notice shall be followed as  
9 soon as practicable with written notice.  
10

11 **13.4 Immediate Action.** Unless, in Interconnection Customer's reasonable judgment,  
12 immediate action is required, Interconnection Customer shall obtain the consent of Transmission  
13 Provider, such consent to not be unreasonably withheld, prior to performing any manual  
14 switching operations at the Large Generating Facility or Interconnection Customer's  
15 Interconnection Facilities in response to an Emergency Condition either declared by  
16 Transmission Provider or otherwise regarding the Transmission System.  
17

### 18 **13.5 Transmission Provider Authority.** 19

20 **13.5.1 General.** Transmission Provider may take whatever actions or inactions with  
21 regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems  
22 necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii)  
23 preserve the reliability of the Transmission System or Transmission Provider's Interconnection  
24 Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Transmission  
25 Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the  
26 Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission  
27 Provider may, on the basis of technical considerations, require the Large Generating Facility to  
28 mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the  
29 Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-  
30 down, start-up, increase or decrease the real or reactive power output of the Large Generating  
31 Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing  
32 Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering  
33 the outage schedules of the Large Generating Facility and Interconnection Customer's  
34 Interconnection Facilities. Interconnection Customer shall comply with all of Transmission  
35 Provider's operating instructions concerning Large Generating Facility real power and reactive  
36 power output within the manufacturer's design limitations of the Large Generating Facility's  
37 equipment that is in service and physically available for operation at the time, in compliance with  
38 Applicable Laws and Regulations.  
39

1       **13.5.2 Reduction and Disconnection.** Transmission Provider may reduce  
2 Interconnection Service or disconnect the Large Generating Facility or Interconnection  
3 Customer's Interconnection Facilities, when such, reduction or disconnection is necessary under  
4 Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from  
5 any right of curtailment of Transmission Provider pursuant to Transmission Provider's Tariff.  
6 When Transmission Provider can schedule the reduction or disconnection in advance,  
7 Transmission Provider shall notify Interconnection Customer of the reasons, timing and expected  
8 duration of the reduction or disconnection. Transmission Provider shall coordinate with  
9 Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection  
10 during periods of least impact to Interconnection Customer and Transmission Provider. Any  
11 reduction or disconnection shall continue only for so long as reasonably necessary under Good  
12 Utility Practice. The Parties shall cooperate with each other to restore the Large Generating  
13 Facility, the Interconnection Facilities, and the Transmission System to their normal operating  
14 state as soon as practicable consistent with Good Utility Practice.  
15

16       **13.6 Interconnection Customer Authority.** Consistent with Good Utility Practice  
17 and the LGIA and the LGIP, Interconnection Customer may take actions or inactions with regard  
18 to the Large Generating Facility or Interconnection Customer's Interconnection Facilities during  
19 an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the  
20 reliability of the Large Generating Facility or Interconnection Customer's Interconnection  
21 Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection  
22 Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the  
23 Transmission System and Transmission Provider's Interconnection Facilities. Transmission  
24 Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.  
25

26       **13.7 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA,  
27 neither Party shall be liable to the other for any action it takes in responding to an Emergency  
28 Condition so long as such action is made in good faith and is consistent with Good Utility  
29 Practice.  
30

## 31       **ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW** 32

33       **14.1 Regulatory Requirements.** Each Party's obligations under this LGIA shall be  
34 subject to its receipt of any required approval or certificate from one or more Governmental  
35 Authorities in the form and substance satisfactory to the applying Party, or the Party making any  
36 required filings with, or providing notice to, such Governmental Authorities, and the expiration  
37 of any time period associated therewith. Each Party shall in good faith seek and use its  
38 Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require  
39 Interconnection Customer to take any action that could result in its inability to obtain, or its loss

1 of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of  
2 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

3  
4 **14.2 Governing Law.**  
5

6 14.2.1 The validity, interpretation and performance of this LGIA and each of its provisions  
7 shall be governed by the laws of the state where the Point of Interconnection is located, without  
8 regard to its conflicts of law principles.

9 14.2.2 This LGIA is subject to all Applicable Laws and Regulations.

10 14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest  
11 any laws, orders, rules, or regulations of a Governmental Authority.  
12

13 **ARTICLE 15. NOTICES**  
14

15 **15.1 General.** Unless otherwise provided in this LGIA, any notice, demand or request  
16 required or permitted to be given by either Party to the other and any instrument required or  
17 permitted to be tendered or delivered by either Party in writing to the other shall be effective  
18 when delivered and may be so given, tendered or delivered, by recognized national courier, or by  
19 depositing the same with the United States Postal Service with postage prepaid, for delivery by  
20 certified or registered mail, addressed to the Party, or personally delivered to the Party, at the  
21 address set out in Appendix F, Addresses for Delivery of Notices and Billings. Either Party may  
22 change the notice information in this LGIA by giving five (5) Business Days written notice prior  
23 to the effective date of the change.  
24  
25

26 **15.2 Billings and Payments.** Billings and payments shall be sent to the addresses  
27 set out in Appendix F.  
28

29 **15.3 Alternative Forms of Notice.** Any notice or request required or permitted to  
30 be given by a Party to the other and not required by this Agreement to be given in writing may be  
31 so given by telephone, facsimile or email to the telephone numbers and email addresses set out in  
32 Appendix F.  
33

34 **15.4 Operations and Maintenance Notice.** Each Party shall notify the other Party  
35 in writing of the identity of the person(s) that it designates as the point(s) of contact with respect  
36 to the implementation of Articles 9 and 10.  
37



1 Party shall have the right to declare a Default and terminate this LGIA by written notice at any  
2 time until cure occurs, and be relieved of any further obligation hereunder and, whether or not  
3 that Party terminates this LGIA, to recover from the breaching Party all amounts due hereunder,  
4 plus all other damages and remedies to which it is entitled at law or in equity. The provisions of  
5 this article will survive termination of this LGIA.

## 6 7 **ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE** 8

9 **18.1 Indemnity.** The Parties shall at all times indemnify, defend, and hold the other  
10 Party harmless from, any and all damages, losses, claims, including claims and actions relating to  
11 injury to or death of any person or damage to property, demand, suits, recoveries, costs and  
12 expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of  
13 or resulting from the other Party's action or inactions of its obligations under this LGIA on behalf  
14 of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the  
15 Indemnified Party.  
16

17 **18.1.1 Indemnified Person.** If an Indemnified Person is entitled to indemnification  
18 under this Article 18 as a result of a claim by a third party, and the indemnifying Party fails, after  
19 notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such  
20 claim, such Indemnified Person may at the expense of the indemnifying Party contest, settle or  
21 consent to the entry of any judgment with respect to, or pay in full, such claim.  
22

23 **18.1.2 Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and  
24 hold any Indemnified Person harmless under this Article 18, the amount owing to the  
25 Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any  
26 insurance or other recovery.  
27

28 **18.1.3 Indemnity Procedures.** Promptly after receipt by an Indemnified Person of  
29 any claim or notice of the commencement of any action or administrative or legal proceeding or  
30 investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified  
31 Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such  
32 notification shall not affect a Party's indemnification obligation unless such failure or delay is  
33 materially prejudicial to the indemnifying Party.

34 The Indemnifying Party shall have the right to assume the defense thereof with counsel  
35 designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If  
36 the defendants in any such action include one or more Indemnified Persons and the Indemnifying  
37 Party and if the Indemnified Person reasonably concludes that there may be legal defenses

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1 available to it and/or other Indemnified Persons which are different from or additional to those  
2 available to the Indemnifying Party, the Indemnified Person shall have the right to select separate  
3 counsel to assert such legal defenses and to otherwise participate in the defense of such action on  
4 its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees  
5 and expenses of one additional attorney to represent an Indemnified Person or Indemnified  
6 Persons having such differing or additional legal defenses.

7 The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit  
8 or proceeding, the defense of which has been assumed by the Indemnifying Party.

9 Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and  
10 control the defense of any such action, suit or proceedings if and to the extent that, in the opinion  
11 of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential  
12 imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity  
13 of interest between the Indemnified Person and the Indemnifying Party, in such event the  
14 Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall  
15 not settle or consent to the entry of any judgment in any action, suit or proceeding without the  
16 consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or  
17 delayed.

18  
19 **18.2 Consequential Damages.** Other than the Liquidated Damages heretofore  
20 described, in no event shall either Party be liable under any provision of this LGIA for any  
21 losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive  
22 damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost  
23 of capital, cost of temporary equipment or services, whether based in whole or in part in contract,  
24 in tort, including negligence, strict liability, or any other theory of liability; provided, however,  
25 that damages for which a Party may be liable to the other Party under another agreement will not  
26 be considered to be special, indirect, incidental, or consequential damages hereunder.

27  
28 **18.3 Insurance.** Each party shall, at its own expense, maintain in force throughout  
29 the period of this LGIA, and until released by the other Party, the following minimum insurance  
30 coverages, with insurers authorized to do business in the state where the Point of Interconnection  
31 is located:

32 18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory  
33 benefits in accordance with the laws and regulations of the state in which the Point of  
34 Interconnection is located.

35 18.3.2 Commercial General Liability Insurance including premises and operations, personal  
36 injury, broad form property damage, broad form blanket contractual liability coverage (including  
37 coverage for the contractual indemnification) products and completed operations coverage,

1 coverage for explosion, collapse and underground hazards, independent contractors coverage,  
2 coverage for pollution to the extent normally available and punitive damages to the extent  
3 normally available and a cross liability endorsement, with minimum limits of One Million  
4 Dollars (\$ 1,000,000) per occurrence/One Million Dollars (\$ 1,000,000) aggregate combined  
5 single limit for personal injury, bodily injury, including death and property damage.

6 18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-  
7 owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a  
8 minimum, combined single limit of One Million Dollars (\$ 1,000,000) per occurrence for bodily  
9 injury, including death, and property damage.

10 18.3.4 Excess Public Liability Insurance over and above the Employers' Liability  
11 Commercial General Liability and Comprehensive Automobile Liability Insurance coverage,  
12 with a minimum combined single limit of Twenty Million Dollars (\$ 20,000,000) per  
13 occurrence/Twenty Million Dollars (\$ 20,000,000) aggregate.

14 18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance  
15 and Excess Public Liability Insurance policies shall name the other Party, its parent, associated  
16 and Affiliate companies and their respective directors, officers, agents, servants and employees  
17 ("Other Party Group") as additional insured. All policies shall contain provisions whereby the  
18 insurers waive all rights of subrogation in accordance with the provisions of this LGIA against  
19 the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other  
20 Party Group prior to anniversary date of cancellation or any material change in coverage or  
21 condition.

22 18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability  
23 Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that  
24 the policies are primary and shall apply to such extent without consideration for other policies  
25 separately carried and shall state that each insured is provided coverage as though a separate  
26 policy had been issued to each, except the insurer's liability shall not be increased beyond the  
27 amount for which the insurer would have been liable had only one insured been covered. Each  
28 Party shall be responsible for its respective deductibles or retentions.

29 18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability  
30 Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made  
31 Basis, shall be maintained in full force and effect for two (2) years after termination of this  
32 LGIA, which coverage may be in the form of tail coverage or extended reporting period  
33 coverage if agreed by the Parties.

34 18.3.8 The requirements contained herein as to the types and limits of all insurance to be  
35 maintained by the Parties are not intended to and shall not in any manner, limit or qualify the  
36 liabilities and obligations assumed by the Parties under this LGIA.

37 18.3.9 Within ten (10) days following execution of this LGIA, and as soon as practicable  
38 after the end of each fiscal year or at the renewal of the insurance policy and in any event within

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1 ninety (90) days thereafter, each Party shall provide certification of all insurance required in this  
2 LGIA, executed by each insurer or by an authorized representative of each insurer.

3 18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum  
4 insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-  
5 insurance program; provided that, such Party's senior secured debt is rated at investment grade or  
6 better by Standard & Poor's and that its self-insurance program meets the minimum insurance  
7 requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior  
8 secured debt is unrated by Standard & Poor's or is rated at less than investment grade by  
9 Standard & Poor's, such Party shall comply with the insurance requirements applicable to it  
10 under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant  
11 to this article, it shall notify the other Party that it meets the requirements to self-insure and that  
12 its self-insurance program meets the minimum insurance requirements in a manner consistent  
13 with that specified in Article 18.3.9.

14 18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents  
15 or occurrences resulting in injuries to any person, including death, and any property damage  
16 arising out of this LGIA.

## 17 18 **ARTICLE 19. ASSIGNMENT**

### 19 20 19.1 Assignment

21 This LGIA may be assigned by either Party only with the written consent of the other;  
22 provided that either Party may assign this LGIA without the consent of the other Party to any  
23 Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority  
24 and operational ability to satisfy the obligations of the assigning Party under this LGIA; and  
25 provided further that Interconnection Customer shall have the right to assign this LGIA, without  
26 the consent of Transmission Provider, for collateral security purposes to aid in providing  
27 financing for the Large Generating Facility, provided that Interconnection Customer will  
28 promptly notify Transmission Provider of any such assignment. Any financing arrangement  
29 entered into by Interconnection Customer pursuant to this article will provide that prior to or  
30 upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to  
31 said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission  
32 Provider of the date and particulars of any such exercise of assignment right(s), including  
33 providing the Transmission Provider with proof that it meets the requirements of Articles 11.5  
34 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any  
35 assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's  
36 obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to  
37 assignment will not be unreasonably withheld, conditioned or delayed.

## 38 39 **ARTICLE 20. SEVERABILITY**

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1  
2 20.1 Severability

3 If any provision in this LGIA is finally determined to be invalid, void or unenforceable by  
4 any court or other Governmental Authority having jurisdiction, such determination shall not  
5 invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA;  
6 provided that if Interconnection Customer (or any third party, but only if such third party is not  
7 acting at the direction of Transmission Provider) seeks and obtains such a final determination  
8 with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option  
9 (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the  
10 Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

11  
12 **ARTICLE 21. COMPARABILITY**

13  
14 21.1 Comparability

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

17  
18 **ARTICLE 22. CONFIDENTIALITY**

19  
20 **22.1 Confidentiality.** Confidential Information shall include, without limitation, all  
21 information relating to a Party's technology, research and development, business affairs, and  
22 pricing, and any information supplied by either of the Parties to the other prior to the execution  
23 of this LGIA. Information is Confidential Information only if it is clearly designated or marked  
24 in writing as confidential on the face of the document, or, if the information is conveyed orally or  
25 by inspection, if the Party providing the information orally informs the Party receiving the  
26 information that the information is confidential. If requested by either Party, the other Party shall  
27 provide in writing, the basis for asserting that the information referred to in this Article 22  
28 warrants confidential treatment, and the requesting Party may disclose such writing to the  
29 appropriate Governmental Authority. Each Party shall be responsible for the costs associated  
30 with affording confidential treatment to its information.

31  
32  
33 **22.1.1 Term.** During the term of this LGIA, and for a period of three (3) years after the  
34 expiration or termination of this LGIA, except as otherwise provided in this Article 22, each  
35 Party shall hold in confidence and shall not disclose to any person Confidential Information.

36  
37 **22.1.2 Scope.** Confidential Information shall not include information that the receiving  
38 Party can demonstrate: (1) Is generally available to the public other than as a result of a

1 disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a  
2 non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the  
3 receiving Party without restriction by a third party, who, to the knowledge of the receiving Party  
4 after due inquiry, was under no obligation to the disclosing Party to keep such information  
5 confidential; (4) was independently developed by the receiving Party without reference to  
6 Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no  
7 wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in  
8 accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any  
9 Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is  
10 necessary in any legal proceeding establishing rights and obligations under this LGIA.  
11 Information designated as Confidential Information will no longer be deemed confidential if the  
12 Party that designated the information as confidential notifies the other Party that it no longer is  
13 confidential.  
14

15 **22.1.3 Release of Confidential Information.** Neither Party shall release or disclose  
16 Confidential Information to any other person, except to its Affiliates (limited by the Standards of  
17 Conduct requirements), subcontractors, employees, consultants, or to parties who may be or  
18 considering providing financing to or equity participation with Interconnection Customer, or to  
19 potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in  
20 connection with this LGIA, unless such person has first been advised of the confidentiality  
21 provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the  
22 foregoing, a Party providing Confidential Information to any person shall remain primarily  
23 responsible for any release of Confidential Information in contravention of this Article 22.  
24

25 **22.1.4 Rights.** Each Party retains all rights, title, and interest in the Confidential  
26 Information that each Party discloses to the other Party. The disclosure by each Party to the other  
27 Party of Confidential Information shall not be deemed a waiver by either Party or any other  
28 person or entity of the right to protect the Confidential Information from public disclosure.  
29

30 **22.1.5 No Warranties.** By providing Confidential Information, neither Party makes  
31 any warranties or representations as to its accuracy or completeness. In addition, by supplying  
32 Confidential Information, neither Party obligates itself to provide any particular information or  
33 Confidential Information to the other Party nor to enter into any further agreements or proceed  
34 with any other relationship or joint venture.  
35

36 **22.1.6 Standard of Care.** Each Party shall use at least the same standard of care to  
37 protect Confidential Information it receives as it uses to protect its own Confidential Information  
38 from unauthorized disclosure, publication or dissemination. Each Party may use Confidential

1 Information solely to fulfill its obligations to the other Party under this LGIA or its regulatory  
2 requirements.  
3

4 **22.1.7 Order of Disclosure.** If a court or a Government Authority or entity with the  
5 right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral  
6 deposition, interrogatories, requests for production of documents, administrative order, or  
7 otherwise, to disclose Confidential Information, that Party shall provide the other Party with  
8 prompt notice of such request(s) or requirement(s) so that the other Party may seek an  
9 appropriate protective order or waive compliance with the terms of this LGIA.

10 Notwithstanding the absence of a protective order or waiver, the Party may disclose such  
11 Confidential Information which, in the opinion of its counsel, the Party is legally compelled to  
12 disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential  
13 treatment will be accorded any Confidential Information so furnished.  
14

15 **22.1.8 Termination of Agreement.** Upon termination of this LGIA for any reason,  
16 each Party shall, within ten (10) Calendar Days of receipt of a written request from the other  
17 Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and  
18 deletion certified in writing to the other Party) or return to the other Party, without retaining  
19 copies thereof, any and all written or electronic Confidential Information received from the other  
20 Party.  
21

22 **22.1.9 Remedies.** The Parties agree that monetary damages would be inadequate to  
23 compensate a Party for the other Party's Breach of its obligations under this Article 22. Each  
24 Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of  
25 injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under  
26 this Article 22, which equitable relief shall be granted without bond or proof of damages, and the  
27 receiving Party shall not plead in defense that there would be an adequate remedy at law. Such  
28 remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in  
29 addition to all other remedies available at law or in equity. The Parties further acknowledge and  
30 agree that the covenants contained herein are necessary for the protection of legitimate business  
31 interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental,  
32 or consequential or punitive damages of any nature or kind resulting from or arising in  
33 connection with this Article 22.



1 notice as soon as practicable, provided such Party makes a good faith effort to provide the notice  
2 no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii)  
3 promptly furnish to the other Party copies of any publicly available reports filed with any  
4 Governmental Authorities addressing such events.

## 6 **ARTICLE 24. INFORMATION REQUIREMENTS**

8 **24.1 Information Acquisition.** Transmission Provider and Interconnection  
9 Customer shall submit specific information regarding the electrical characteristics of their  
10 respective facilities to each other as described below and in accordance with Applicable  
11 Reliability Standards.

13 **24.2 Information Submission by Transmission Provider.** The initial  
14 information submission by Transmission Provider shall occur no later than one hundred eighty  
15 (180) Calendar Days prior to Trial Operation and shall include Transmission System information  
16 necessary to allow Interconnection Customer to select equipment and meet any system protection  
17 and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis  
18 Transmission Provider shall provide Interconnection Customer a status report on the construction  
19 and installation of Transmission Provider's Interconnection Facilities and Network Upgrades,  
20 including, but not limited to, the following information: (1) Progress to date; (2) a description of  
21 the activities since the last report (3) a description of the action items for the next period; and (4)  
22 the delivery status of equipment ordered.

24 **24.3 Updated Information Submission by Interconnection Customer.** The  
25 updated information submission by Interconnection Customer, including manufacturer  
26 information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial  
27 Operation. Interconnection Customer shall submit a completed copy of the Large Generating  
28 Facility data requirements contained in Appendix 1 to the LGIP. It shall also include any  
29 additional information provided to Transmission Provider for the Feasibility and Facilities Study.  
30 Information in this submission shall be the most current Large Generating Facility design or  
31 expected performance data. Information submitted for stability models shall be compatible with  
32 Transmission Provider standard models. If there is no compatible model, Interconnection  
33 Customer will work with a consultant mutually agreed to by the Parties to develop and supply a  
34 standard model and associated information. If Interconnection Customer's data is materially  
35 different from what was originally provided to Transmission Provider pursuant to the  
36 Interconnection Study Agreement between Transmission Provider and Interconnection  
37 Customer, then Transmission Provider will conduct appropriate studies to determine the impact  
38 on Transmission Provider Transmission System based on the actual data submitted pursuant to

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1 this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies  
2 are completed.  
3

4 **24.4 Information Supplementation.** Prior to the Operation Date, the Parties shall  
5 supplement their information submissions described above in this Article 24 with any and all  
6 "as-built" Large Generating Facility information or "as-tested" performance information that  
7 differs from the initial submissions or, alternatively, written confirmation that no such  
8 differences exist. The Interconnection Customer shall conduct tests on the Large Generating  
9 Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the  
10 Large Generating Facility to verify proper operation of the Large Generating Facility's automatic  
11 voltage regulator.

12 Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at  
13 synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a  
14 five percent change in Large Generating Facility terminal voltage initiated by a change in the  
15 voltage regulators reference voltage. Interconnection Customer shall provide validated test  
16 recordings showing the responses of Large Generating Facility terminal and field voltages. In the  
17 event that direct recordings of these voltages is impractical, recordings of other voltages or  
18 currents that mirror the response of the Large Generating Facility's terminal or field voltage are  
19 acceptable if information necessary to translate these alternate quantities to actual Large  
20 Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall  
21 be conducted and results provided to Transmission Provider for each individual generating unit  
22 in a station. Subsequent to the Operation Date, Interconnection Customer shall provide  
23 Transmission Provider any information changes due to equipment replacement, repair, or  
24 adjustment. Transmission Provider shall provide Interconnection Customer any information  
25 changes due to equipment replacement, repair or adjustment in the directly connected substation  
26 or any adjacent Transmission Provider-owned substation that may affect Interconnection  
27 Customer's Interconnection Facilities equipment ratings, protection or operating requirements.  
28 The Parties shall provide such information no later than thirty (30) Calendar Days after the date  
29 of the equipment replacement, repair or adjustment.  
30

## 31 **ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS**

32

33 **25.1 Information Access.** Each Party (the "disclosing Party") shall make available  
34 to the other Party information that is in the possession of the disclosing Party and is necessary in  
35 order for the other Party to: (i) Verify the costs incurred by the disclosing Party for which the  
36 other Party is responsible under this LGIA; and (ii) carry out its obligations and responsibilities  
37 under this LGIA. The Parties shall not use such information for purposes other than those set  
38 forth in this Article 25.1 and to enforce their rights under this LGIA.  
39

1       **25.2       Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party")  
2 shall notify the other Party when the notifying Party becomes aware of its inability to comply  
3 with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree  
4 to cooperate with each other and provide necessary information regarding such inability to  
5 comply, including the date, duration, reason for the inability to comply, and corrective actions  
6 taken or planned to be taken with respect to such inability to comply. Notwithstanding the  
7 foregoing, notification, cooperation or information provided under this article shall not entitle the  
8 Party receiving such notification to allege a cause for anticipatory breach of this LGIA.  
9

10       **25.3       Audit Rights.** Subject to the requirements of confidentiality under Article 22 of  
11 this LGIA, each Party shall have the right, during normal business hours, and upon prior  
12 reasonable notice to the other Party, to audit at its own expense the other Party's accounts and  
13 records pertaining to either Party's performance or either Party's satisfaction of obligations under  
14 this LGIA. Such audit rights shall include audits of the other Party's costs, calculation of  
15 invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of  
16 reactive support to the Transmission System, Transmission Provider's efforts to allocate  
17 responsibility for interruption or reduction of generation on the Transmission System, and each  
18 Party's actions in an Emergency Condition. Any audit authorized by this article shall be  
19 performed at the offices where such accounts and records are maintained and shall be limited to  
20 those portions of such accounts and records that relate to each Party's performance and  
21 satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for  
22 a period equivalent to the audit rights periods described in Article 25.4.  
23

24       **25.4       Audit Rights Periods.**  
25

26       **25.4.1       Audit Rights Period for Construction-Related Accounts and Records.**  
27 Accounts and records related to the design, engineering, procurement, and construction of  
28 Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to  
29 audit for a period of twenty-four months following Transmission Provider's issuance of a final  
30 invoice in accordance with Article 12.2.  
31

32       **25.4.2       Audit Rights Period for All Other Accounts and Records.** Accounts and  
33 records related to either Party's performance or satisfaction of all obligations under this LGIA  
34 other than those described in Article 25.4.1 shall be subject to audit as follows: (i) For an audit  
35 relating to cost obligations, the applicable audit rights period shall be twenty-four months after  
36 the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit  
37 relating to all other obligations, the applicable audit rights period shall be twenty-four months  
38 after the event for which the audit is sought.  
39



1       **27.2 External Arbitration Procedures.** Any arbitration initiated under this LGIA  
2 shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to  
3 agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to  
4 arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration  
5 panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third  
6 arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in  
7 electric utility matters, including electric transmission and bulk power issues, and shall not have  
8 any current or past substantial business or financial relationships with any party to the arbitration  
9 (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be  
10 heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with  
11 the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules")  
12 and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict  
13 between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall  
14 prevail.  
15

16       **27.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s)  
17 shall render a decision within ninety (90) Calendar Days of appointment and shall notify the  
18 Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized  
19 only to interpret and apply the provisions of this LGIA and shall have no power to modify or  
20 change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be  
21 final and binding upon the Parties, and judgment on the award may be entered in any court  
22 having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that  
23 the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the  
24 Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the  
25 arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of  
26 service, Interconnection Facilities, or Network Upgrades.  
27

28       **27.4 Costs.** Each Party shall be responsible for its own costs incurred during the  
29 arbitration process and for the following costs, if applicable: (1) The cost of the arbitrator chosen  
30 by the Party to sit on the three member panel and one half of the cost of the third arbitrator  
31 chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.  
32  
33

## **ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS**



1 Service. At least six (6) months prior to the expected Initial Synchronization Date,  
 2 Interconnection Customer and Transmission Provider shall each appoint one representative and  
 3 one alternate to the Joint Operating Committee. Each Interconnection Customer shall notify  
 4 Transmission Provider of its appointment in writing. Such appointments may be changed at any  
 5 time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than  
 6 once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee  
 7 shall hold a meeting at the request of either Party, at a time and place agreed upon by the  
 8 representatives. The Joint Operating Committee shall perform all of its duties consistent with the  
 9 provisions of this LGIA. Each Party shall cooperate in providing to the Joint Operating  
 10 Committee all information required in the performance of the Joint Operating Committee's  
 11 duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be  
 12 evidenced in writing. The duties of the Joint Operating Committee shall include the following:

- 13 29.1.1 Establish data requirements and operating record requirements.
- 14 29.1.2 Review the requirements, standards, and procedures for data acquisition equipment,  
 15 protective equipment, and any other equipment or software.
- 16 29.1.3 Annually review the one (1) year forecast of maintenance and planned outage  
 17 schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of  
 18 Interconnection.
- 19 29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection  
 20 Facilities, the Large Generating Facility and other facilities that impact the normal operation of  
 21 the interconnection of the Large Generating Facility to the Transmission System.
- 22 29.1.5 Ensure that information is being provided by each Party regarding equipment  
 23 availability.
- 24 29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the  
 25 Parties.

26  
 27 **ARTICLE 30. MISCELLANEOUS**  
 28

29 **30.1 Binding Effect.** This LGIA and the rights and obligations hereof, shall be  
 30 binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.  
 31

32 **30.2 Conflicts.** In the event of a conflict between the body of this LGIA and any  
 33 attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA  
 34 shall prevail and be deemed the final intent of the Parties.  
 35

1       **30.3 Rules of Interpretation.** This LGIA, unless a clear contrary intention appears,  
2 shall be construed and interpreted as follows: (1) The singular number includes the plural  
3 number and vice versa; (2) reference to any person includes such person's successors and assigns  
4 but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and  
5 reference to a person in a particular capacity excludes such person in any other capacity or  
6 individually; (3) reference to any agreement (including this LGIA), document, instrument or  
7 tariff means such agreement, document, instrument, or tariff as amended or modified and in  
8 effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;  
9 (4) reference to any Applicable Laws and Regulations means such Applicable Laws and  
10 Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from  
11 time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless  
12 expressly stated otherwise, reference to any Article, Section or Appendix means such Article of  
13 this LGIA or such Appendix to this LGIA, or such Section to the LGIP or such Appendix to the  
14 LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar  
15 import shall be deemed references to this LGIA as a whole and not to any particular Article or  
16 other provision hereof or thereof; (7) "including" (and with correlative meaning "include")  
17 means including without limiting the generality of any description preceding such term; and (8)  
18 relative to the determination of any period of time, "from" means "from and including", "to"  
19 means "to but excluding" and "through" means "through and including".  
20

21       **30.4 Entire Agreement.** This LGIA, including all Appendices and Schedules  
22 attached hereto, constitutes the entire agreement between the Parties with reference to the subject  
23 matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral  
24 or written, between the Parties with respect to the subject matter of this LGIA. There are no other  
25 agreements, representations, warranties, or covenants which constitute any part of the  
26 consideration for, or any condition to, either Party's compliance with its obligations under this  
27 LGIA.  
28

29       **30.5 No Third Party Beneficiaries.** This LGIA is not intended to and does not  
30 create rights, remedies, or benefits of any character whatsoever in favor of any persons,  
31 corporations, associations, or entities other than the Parties, and the obligations herein assumed  
32 are solely for the use and benefit of the Parties, their successors in interest and, where permitted,  
33 their assigns.  
34

35       **30.6 Waiver.** The failure of a Party to this LGIA to insist, on any occasion, upon strict  
36 performance of any provision of this LGIA will not be considered a waiver of any obligation,  
37 right, or duty of, or imposed upon, such Party.

38       Any waiver at any time by either Party of its rights with respect to this LGIA shall not be  
39 deemed a continuing waiver or a waiver with respect to any other failure to comply with any

1 other obligation, right, duty of this LGIA. Termination or Default of this LGIA for any reason by  
2 Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights  
3 to obtain an interconnection from Transmission Provider. Any waiver of this LGIA shall, if  
4 requested, be provided in writing.  
5  
6

7 **30.7 Headings.** The descriptive headings of the various Articles of this LGIA have  
8 been inserted for convenience of reference only and are of no significance in the interpretation or  
9 construction of this LGIA.  
10

11 **30.8 Multiple Counterparts.** This LGIA may be executed in two or more  
12 counterparts, each of which is deemed an original but all constitute one and the same instrument.  
13

14 **30.9 Amendment.** The Parties may by mutual agreement amend this LGIA by a  
15 written instrument duly executed by the Parties.  
16

17 **30.10 Modification by the Parties.** The Parties may by mutual agreement amend the  
18 Appendices to this LGIA by a written instrument duly executed by the Parties. Such amendment  
19 shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and  
20 Regulations.  
21

22 **30.11 Reservation of Rights.** Transmission Provider shall have the right to make a  
23 unilateral filing with FERC to modify this LGIA with respect to any rates, terms and conditions,  
24 charges, classifications of service, rule or regulation under section 205 or any other applicable  
25 provision of the Federal Power Act and FERC's rules and regulations thereunder, and  
26 Interconnection Customer shall have the right to make a unilateral filing with FERC to modify  
27 this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act  
28 and FERC's rules and regulations thereunder; provided that each Party shall have the right to  
29 protest any such filing by the other Party and to participate fully in any proceeding before FERC  
30 in which such modifications may be considered. Nothing in this LGIA shall limit the rights of  
31 the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and  
32 regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided  
33 herein.  
34

35 **30.12 No Partnership.** This LGIA shall not be interpreted or construed to create an  
36 association, joint venture, agency relationship, or partnership between the Parties or to impose  
37 any partnership obligation or partnership liability upon either Party. Neither Party shall have any

- 1 right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to
- 2 act as or be an agent or representative of, or to otherwise bind, the other Party.

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In witness whereof, the Parties have executed this LGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

**[Insert name of Transmission Provider or Transmission Owner, if applicable]**

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

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

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

**[Insert name of Interconnection Customer]**

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

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

Date:

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**Appendices to LGIA**

**Appendix A** Interconnection Facilities, Network Upgrades and Distribution Upgrades

**Appendix B** Milestones

**Appendix C** Interconnection Details

**Appendix D** Security Arrangements Details

**Appendix E** Commercial Operation Date

**Appendix F** Addresses for Delivery of Notices and Billings

**Appendix G** Requirements of Generators Relying on Newer Technologies

**Appendix A  
To LGIA**

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

**1. Interconnection Facilities:**

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

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

**2. Network Upgrades:**

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

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

**3. Distribution Upgrades:**

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**Appendix B**  
**To LGIA**  
**Milestones**

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**Appendix C**  
**To LGIA**  
**Interconnection Details**

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**Appendix D  
To LGIA**

**Security Arrangements Details**

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

**Appendix E  
To LGIA**

**Commercial Operation Date**

This Appendix E is a part of the LGIA between Transmission Provider and Interconnection Customer.

**[Date]**

**[Transmission Provider Address]**

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

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

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

Thank you.

**[Signature]**

**[Interconnection Customer Representative]**

**Appendix F  
To LGIA**

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**Addresses for Delivery of Notices and Billings**

**Notices:**

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

**Billings and Payments:**

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

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

Transmission Provider:

[To be supplied.]

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Interconnection Customer:

[To be supplied.]

**Appendix G  
To LGIA****INTERCONNECTION REQUIREMENTS FOR A WIND GENERATING PLANT**

Appendix G sets forth requirements and provisions specific to a wind generating plant. All other requirements of this LGIA continue to apply to wind generating plant interconnections.

**A. Technical Standards Applicable to a Wind Generating Plant****i. Low Voltage Ride-Through (LVRT) Capability**

A wind generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

**Transition Period LVRT Standard**

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase

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fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

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

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the

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generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the transmission provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

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Effective Date: January 18, 2006

1                    **ii.      Power Factor Design Criteria (Reactive Power)**

2                    A wind generating plant shall maintain a power factor within the range of 0.95 leading  
3                    to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if  
4                    the Transmission Provider's System Impact Study shows that such a requirement is  
5                    necessary to ensure safety or reliability. The power factor range standard can be  
6                    met by using, for example, power electronics designed to supply this level of reactive  
7                    capability (taking into account any limitations due to voltage level, real power output,  
8                    etc.) or fixed and switched capacitors if agreed to by the Transmission Provider, or a  
9                    combination of the two. The Interconnection Customer shall not disable power factor  
10                   equipment while the wind plant is in operation. Wind plants shall also be able to  
11                   provide sufficient dynamic voltage support in lieu of the power system stabilizer and  
12                   automatic voltage regulation at the generator excitation system if the System Impact  
13                   Study shows this to be required for system safety or reliability.

14                   **iii.      Supervisory Control and Data Acquisition (SCADA) Capability**

15                   The wind plant shall provide SCADA capability to transmit data and receive  
16                   instructions from the Transmission Provider to protect system reliability. The  
17                   Transmission Provider and the wind plant Interconnection Customer shall determine  
18                   what SCADA information is essential for the proposed wind plant, taking into account  
19                   the size of the plant and its characteristics, location, and importance in maintaining  
20                   generation resource adequacy and transmission system reliability in its area.  
21

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Issued:      October 14, 2005

Effective Date: October 14, 2005

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM05-4-001, issued December 12, 2005, 113 FERC ¶ 61, 254 (2005)



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**ATTACHMENT N**

**SMALL GENERATOR  
INTERCONNECTION PROCEDURES (SGIP)**

**including**

**SMALL GENERATOR  
INTERCONNECTION AGREEMENT (SGIA)**

Issued By: C. M. Mennes  
Issued: March 3, 2008

Effective Date: July 13, 2007

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. OA07-46-000,  
issued January 31, 2008, 122 FERC ¶61,079 (2008).

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**SMALL GENERATOR  
INTERCONNECTION PROCEDURES (SGIP)**

**(For Generating Facilities No Larger Than 20 MW)**

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- 2 Facilities, and Metering Equipment
- 3 [Attachment 3](#) – One-line Diagram Depicting the Small Generating Facility, Interconnection
- 4 Facilities, Metering Equipment, and Upgrades
- 5 [Attachment 4](#) – Milestones
- 6 [Attachment 5](#) – Additional Operating Requirements for the Transmission Provider's
- 7 Transmission System and Affected Systems Needed to Support the Interconnection Customer's
- 8 Needs
- 9 [Attachment 6](#) – Transmission Provider's Description of its Upgrades and Best Estimate of
- 10 Upgrade Costs
- 11
- 12

1 **Section 1. Application**  
2

3 1.1 Applicability  
4

5 1.1.1 A request to interconnect a certified Small Generating Facility (See Attachments  
6 3 and 4 for description of certification criteria) no larger than 2 MW shall be  
7 evaluated under the section 2 Fast Track Process. A request to interconnect a  
8 certified inverter-based Small Generating Facility no larger than 10 kW shall be  
9 evaluated under the Attachment 5 10 kW Inverter Process. A request to  
10 interconnect a Small Generating Facility larger than 2 MW but no larger than 20  
11 MW or a Small Generating Facility that does not pass the Fast Track Process or  
12 the 10 kW Inverter Process, shall be evaluated under the section 3 Study Process.  
13

14 1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of  
15 Terms in Attachment 1 or the body of these procedures.  
16

17 1.1.3 Neither these procedures nor the requirements included hereunder apply to Small  
18 Generating Facilities interconnected or approved for interconnection prior to 60  
19 Business Days after the effective date of these procedures.  
20

21 1.1.4 Prior to submitting its Interconnection Request (Attachment 2), the  
22 Interconnection Customer may ask the Transmission Provider's interconnection  
23 contact employee or office whether the proposed interconnection is subject to  
24 these procedures. The Transmission Provider shall respond within 15 Business  
25 Days.  
26

27 1.1.5 Infrastructure security of electric system equipment and operations and control  
28 hardware and software is essential to ensure day-to-day reliability and operational  
29 security. The Federal Energy Regulatory Commission expects all Transmission  
30 Providers, market participants, and Interconnection Customers interconnected  
31 with electric systems to comply with the recommendations offered by the  
32 President's Critical Infrastructure Protection Board and best practice  
33 recommendations from the electric reliability authority. All public utilities are  
34 expected to meet basic standards for electric system infrastructure and operational  
35 security, including physical, operational, and cyber-security practices.  
36

37 1.1.6 References in these procedures to interconnection agreement are to the Small  
38 Generator Interconnection Agreement (SGIA).  
39

1 1.2 Pre-Application

2 The Transmission Provider shall designate an employee or office from which information  
3 on the application process and on an Affected System can be obtained through informal  
4 requests from the Interconnection Customer presenting a proposed project for a specific  
5 site. The name, telephone number, and e-mail address of such contact employee or office  
6 shall be made available on the Transmission Provider's Internet web site. Electric system  
7 information provided to the Interconnection Customer should include relevant system  
8 studies, interconnection studies, and other materials useful to an understanding of an  
9 interconnection at a particular point on the Transmission Provider's Transmission System,  
10 to the extent such provision does not violate confidentiality provisions of prior  
11 agreements or critical infrastructure requirements. The Transmission Provider shall  
12 comply with reasonable requests for such information.  
13

14 1.3 Interconnection Request

15 The Interconnection Customer shall submit its Interconnection Request to the  
16 Transmission Provider, together with the processing fee or deposit specified in the  
17 Interconnection Request. The Interconnection Request shall be date- and time-stamped  
18 upon receipt. The original date- and time-stamp applied to the Interconnection Request at  
19 the time of its original submission shall be accepted as the qualifying date- and time-  
20 stamp for the purposes of any timetable in these procedures. The Interconnection  
21 Customer shall be notified of receipt by the Transmission Provider within three Business  
22 Days of receiving the Interconnection Request. The Transmission Provider shall notify  
23 the Interconnection Customer within ten Business Days of the receipt of the  
24 Interconnection Request as to whether the Interconnection Request is complete or  
25 incomplete. If the Interconnection Request is incomplete, the Transmission Provider  
26 shall provide along with the notice that the Interconnection Request is incomplete, a  
27 written list detailing all information that must be provided to complete the  
28 Interconnection Request. The Interconnection Customer will have ten Business Days  
29 after receipt of the notice to submit the listed information or to request an extension of  
30 time to provide such information. If the Interconnection Customer does not provide the  
31 listed information or a request for an extension of time within the deadline, the  
32 Interconnection Request will be deemed withdrawn. An Interconnection Request will be  
33 deemed complete upon submission of the listed information to the Transmission  
34 Provider.  
35

36 1.4 Modification of the Interconnection Request

37 Any modification to machine data or equipment configuration or to the interconnection  
38 site of the Small Generating Facility not agreed to in writing by the Transmission  
39 Provider and the Interconnection Customer may be deemed a withdrawal of the  
40 Interconnection Request and may require submission of a new Interconnection Request,

1 unless proper notification of each Party by the other and a reasonable time to cure the  
2 problems created by the changes are undertaken.  
3

4 1.5 Site Control

5 Documentation of site control must be submitted with the Interconnection Request. Site  
6 control may be demonstrated through:  
7

8 1.5.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of  
9 constructing the Small Generating Facility;

10 1.5.2 An option to purchase or acquire a leasehold site for such purpose; or  
11

12 1.5.3 An exclusivity or other business relationship between the Interconnection  
13 Customer and the entity having the right to sell, lease, or grant the Interconnection  
14 Customer the right to possess or occupy a site for such purpose.  
15  
16

17 1.6 Queue Position

18 The Transmission Provider shall assign a Queue Position based upon the date- and time-  
19 stamp of the Interconnection Request. The Queue Position of each Interconnection  
20 Request will be used to determine the cost responsibility for the Upgrades necessary to  
21 accommodate the interconnection. The Transmission Provider shall maintain a single  
22 queue per geographic region. At the Transmission Provider's option, Interconnection  
23 Requests may be studied serially or in clusters for the purpose of the system impact  
24 study.  
25

26 1.7 Interconnection Requests Submitted Prior to the Effective Date of the SGIP

27 Nothing in this SGIP affects an Interconnection Customer's Queue Position assigned  
28 before the effective date of this SGIP. The Parties agree to complete work on any  
29 interconnection study agreement executed prior the effective date of this SGIP in  
30 accordance with the terms and conditions of that interconnection study agreement. Any  
31 new studies or other additional work will be completed pursuant to this SGIP.  
32  
33

34 **Section 2. Fast Track Process**

35  
36 2.1 Applicability

37 The Fast Track Process is available to an Interconnection Customer proposing to  
38 interconnect its Small Generating Facility with the Transmission Provider's Transmission  
39 System if the Small Generating Facility is no larger than 2 MW and if the Interconnection  
40 Customer's proposed Small Generating Facility meets the codes, standards, and

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Effective Date: December 30, 2005

1 certification requirements of Attachments 3 and 4 of these procedures, or the  
2 Transmission Provider has reviewed the design or tested the proposed Small Generating  
3 Facility and is satisfied that it is safe to operate.  
4

5 2.2 Initial Review

6 Within 15 Business Days after the Transmission Provider notifies the Interconnection  
7 Customer it has received a complete Interconnection Request, the Transmission Provider  
8 shall perform an initial review using the screens set forth below, shall notify the  
9 Interconnection Customer of the results, and include with the notification copies of the  
10 analysis and data underlying the Transmission Provider's determinations under the  
11 screens.  
12

13 2.2.1 Screens

14  
15 2.2.1.1 The proposed Small Generating Facility's Point of Interconnection  
16 must be on a portion of the Transmission Provider's Distribution  
17 System that is subject to the Tariff.  
18

19 2.2.1.2 For interconnection of a proposed Small Generating Facility to a  
20 radial distribution circuit, the aggregated generation, including the  
21 proposed Small Generating Facility, on the circuit shall not exceed  
22 15 % of the line section annual peak load as most recently  
23 measured at the substation. A line section is that portion of a  
24 Transmission Provider's electric system connected to a customer  
25 bounded by automatic sectionalizing devices or the end of the  
26 distribution line.  
27

28 2.2.1.3 For interconnection of a proposed Small Generating Facility to the  
29 load side of spot network protectors, the proposed Small  
30 Generating Facility must utilize an inverter-based equipment  
31 package and, together with the aggregated other inverter-based  
32 generation, shall not exceed the smaller of 5 % of a spot network's  
33 maximum load or 50 kW<sup>1</sup>.  
34

35 2.2.1.4 The proposed Small Generating Facility, in aggregation with other  
36 generation on the distribution circuit, shall not contribute more

---

1 A spot Network is a type of distribution system found within modern commercial buildings to provide high reliability of service to a single customer. (Standard Handbook for Electrical Engineers, 11<sup>th</sup> edition, Donald Fink, McGraw Hill Book Company)

1 than 10 % to the distribution circuit's maximum fault current at the  
2 point on the high voltage (primary) level nearest the proposed  
3 point of change of ownership.  
4

5 2.2.1.5 The proposed Small Generating Facility, in aggregate with other  
6 generation on the distribution circuit, shall not cause any  
7 distribution protective devices and equipment (including, but not  
8 limited to, substation breakers, fuse cutouts, and line reclosers), or  
9 Interconnection Customer equipment on the system to exceed 87.5  
10 % of the short circuit interrupting capability; nor shall the  
11 interconnection be proposed for a circuit that already exceeds 87.5  
12 % of the short circuit interrupting capability.  
13

14 2.2.1.6 Using the table below, determine the type of interconnection to a  
15 primary distribution line. This screen includes a review of the type  
16 of electrical service provided to the Interconnecting Customer,  
17 including line configuration and the transformer connection to  
18 limit the potential for creating over-voltages on the Transmission  
19 Provider's electric power system due to a loss of ground during the  
20 operating time of any anti-islanding function.  
21

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

22  
23 2.2.1.7 If the proposed Small Generating Facility is to be interconnected  
24 on single-phase shared secondary, the aggregate generation  
25 capacity on the shared secondary, including the proposed Small  
26 Generating Facility, shall not exceed 20 kW.  
27

28 2.2.1.8 If the proposed Small Generating Facility is single-phase and is to  
29 be interconnected on a center tap neutral of a 240 volt service, its  
30 addition shall not create an imbalance between the two sides of the  
31 240 volt service of more than 20 % of the nameplate rating of the  
32 service transformer.  
33



1 Customer facility modifications or the screen analysis and related results, to determine  
2 what further steps are needed to permit the Small Generating Facility to be connected  
3 safely and reliably. At the time of notification of the Transmission Provider's  
4 determination, or at the customer options meeting, the Transmission Provider shall:

5  
6 2.3.1 Offer to perform facility modifications or minor modifications to the  
7 Transmission Provider's electric system(e.g., changing meters, fuses, relay  
8 settings) and provide a non-binding good faith estimate of the limited cost to  
9 make such modifications to the Transmission Provider's electric system; or

10  
11 2.3.2 Offer to perform a supplemental review if the Transmission Provider concludes  
12 that the supplemental review might determine that the Small Generating Facility  
13 could continue to qualify for interconnection pursuant to the Fast Track Process,  
14 and provide a non-binding good faith estimate of the costs of such review; or

15  
16 2.3.3 Obtain the Interconnection Customer's agreement to continue evaluating the  
17 Interconnection Request under the section 3 Study Process.

18  
19 2.4 Supplemental Review

20 If the Interconnection Customer agrees to a supplemental review, the Interconnection  
21 Customer shall agree in writing within 15 Business Days of the offer, and submit a  
22 deposit for the estimated costs. The Interconnection Customer shall be responsible for  
23 the Transmission Provider's actual costs for conducting the supplemental review. The  
24 Interconnection Customer must pay any review costs that exceed the deposit within 20  
25 Business Days of receipt of the invoice or resolution of any dispute. If the deposit  
26 exceeds the invoiced costs, the Transmission Provider will return such excess within 20  
27 Business Days of the invoice without interest.

28  
29 2.4.1 Within ten Business Days following receipt of the deposit for a supplemental  
30 review, the Transmission Provider will determine if the Small Generating Facility  
31 can be interconnected safely and reliably.

32  
33 2.4.1.1 If so, the Transmission Provider shall forward an executable  
34 interconnection agreement to the Interconnection Customer within  
35 five Business Days.

36  
37 2.4.1.2 If so, and Interconnection Customer facility modifications are  
38 required to allow the Small Generating Facility to be  
39 interconnected consistent with safety, reliability, and power quality  
40 standards under these procedures, the Transmission Provider shall

1 forward an executable interconnection agreement to the  
2 Interconnection Customer within five Business Days after  
3 confirmation that the Interconnection Customer has agreed to make  
4 the necessary changes at the Interconnection Customer's cost.  
5

6 2.4.1.3 If so, and minor modifications to the Transmission Provider's  
7 electric system are required to allow the Small Generating Facility  
8 to be interconnected consistent with safety, reliability, and power  
9 quality standards under the Fast Track Process, the Transmission  
10 Provider shall forward an executable interconnection agreement to  
11 the Interconnection Customer within ten Business Days that  
12 requires the Interconnection Customer to pay the costs of such  
13 system modifications prior to interconnection.  
14

15 2.4.1.4 If not, the Interconnection Request will continue to be evaluated  
16 under the section 3 Study Process.  
17  
18

### 19 Section 3. Study Process

#### 20 3.1 Applicability

21 The Study Process shall be used by an Interconnection Customer proposing to  
22 interconnect its Small Generating Facility with the Transmission Provider's Transmission  
23 System if the Small Generating Facility (1) is larger than 2 MW but no larger than 20  
24 MW, (2) is not certified, or (3) is certified but did not pass the Fast Track Process or the  
25 10 kW Inverter Process.  
26  
27

#### 28 3.2 Scoping Meeting

29 3.2.1 A scoping meeting will be held within ten Business Days after the Interconnection  
30 Request is deemed complete, or as otherwise mutually agreed to by the Parties.  
31 The Transmission Provider and the Interconnection Customer will bring to the  
32 meeting personnel, including system engineers and other resources as may be  
33 reasonably required to accomplish the purpose of the meeting.  
34  
35

36 3.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and  
37 review existing studies relevant to the Interconnection Request. The Parties shall  
38 further discuss whether the Transmission Provider should perform a feasibility  
39 study or proceed directly to a system impact study, or a facilities study, or an  
40 interconnection agreement. If the Parties agree that a feasibility study should be

1 performed, the Transmission Provider shall provide the Interconnection  
2 Customer, as soon as possible, but not later than five Business Days after the  
3 scoping meeting, a feasibility study agreement (Attachment 6) including an  
4 outline of the scope of the study and a non-binding good faith estimate of the cost  
5 to perform the study.  
6

7 3.2.3 The scoping meeting may be omitted by mutual agreement. In order to remain in  
8 consideration for interconnection, an Interconnection Customer who has  
9 requested a feasibility study must return the executed feasibility study agreement  
10 within 15 Business Days. If the Parties agree not to perform a feasibility study,  
11 the Transmission Provider shall provide the Interconnection Customer, no later  
12 than five Business Days after the scoping meeting, a system impact study  
13 agreement (Attachment 7) including an outline of the scope of the study and a  
14 non-binding good faith estimate of the cost to perform the study.  
15

16 3.3 Feasibility Study  
17

18 3.3.1 The feasibility study shall identify any potential adverse system impacts that  
19 would result from the interconnection of the Small Generating Facility.  
20

21 3.3.2 A deposit of the lesser of 50 percent of the good faith estimated feasibility study  
22 costs or earnest money of \$1,000 may be required from the Interconnection  
23 Customer.  
24

25 3.3.3 The scope of and cost responsibilities for the feasibility study are described in the  
26 attached feasibility study agreement (Attachment 6).  
27

28 3.3.4 If the feasibility study shows no potential for adverse system impacts, the  
29 Transmission Provider shall send the Interconnection Customer a facilities study  
30 agreement, including an outline of the scope of the study and a non-binding good  
31 faith estimate of the cost to perform the study. If no additional facilities are  
32 required, the Transmission Provider shall send the Interconnection Customer an  
33 executable interconnection agreement within five Business Days.  
34

35 3.3.5 If the feasibility study shows the potential for adverse system impacts, the review  
36 process shall proceed to the appropriate system impact study(s).  
37

38 3.4 System Impact Study  
39

- 1           3.4.1 A system impact study shall identify and detail the electric system impacts that  
2           would result if the proposed Small Generating Facility were interconnected  
3           without project modifications or electric system modifications, focusing on the  
4           adverse system impacts identified in the feasibility study, or to study potential  
5           impacts, including but not limited to those identified in the scoping meeting. A  
6           system impact study shall evaluate the impact of the proposed interconnection on  
7           the reliability of the electric system.  
8
- 9           3.4.2 If no transmission system impact study is required, but potential electric power  
10          Distribution System adverse system impacts are identified in the scoping meeting  
11          or shown in the feasibility study, a distribution system impact study must be  
12          performed. The Transmission Provider shall send the Interconnection Customer a  
13          distribution system impact study agreement within 15 Business Days of  
14          transmittal of the feasibility study report, including an outline of the scope of the  
15          study and a non-binding good faith estimate of the cost to perform the study, or  
16          following the scoping meeting if no feasibility study is to be performed.  
17
- 18          3.4.3 In instances where the feasibility study or the distribution system impact study  
19          shows potential for transmission system adverse system impacts, within five  
20          Business Days following transmittal of the feasibility study report, the  
21          Transmission Provider shall send the Interconnection Customer a transmission  
22          system impact study agreement, including an outline of the scope of the study and  
23          a non-binding good faith estimate of the cost to perform the study, if such a study  
24          is required.  
25
- 26          3.4.4 If a transmission system impact study is not required, but electric power  
27          Distribution System adverse system impacts are shown by the feasibility study to  
28          be possible and no distribution system impact study has been conducted, the  
29          Transmission Provider shall send the Interconnection Customer a distribution  
30          system impact study agreement.  
31
- 32          3.4.5 If the feasibility study shows no potential for transmission system or Distribution  
33          System adverse system impacts, the Transmission Provider shall send the  
34          Interconnection Customer either a facilities study agreement (Attachment 8),  
35          including an outline of the scope of the study and a non-binding good faith  
36          estimate of the cost to perform the study, or an executable interconnection  
37          agreement, as applicable.  
38

- 1           3.4.6 In order to remain under consideration for interconnection, the Interconnection  
2           Customer must return executed system impact study agreements, if applicable,  
3           within 30 Business Days.  
4
- 5           3.4.7 A deposit of the good faith estimated costs for each system impact study may be  
6           required from the Interconnection Customer.  
7
- 8           3.4.8 The scope of and cost responsibilities for a system impact study are described in  
9           the attached system impact study agreement.  
10
- 11          3.4.9 Where transmission systems and Distribution Systems have separate owners, such  
12          as is the case with transmission-dependent utilities ("TDUs") – whether investor-  
13          owned or not – the Interconnection Customer may apply to the nearest  
14          Transmission Provider (Transmission Owner, Regional Transmission Operator, or  
15          Independent Transmission Provider) providing transmission service to the TDU to  
16          request project coordination. Affected Systems shall participate in the study and  
17          provide all information necessary to prepare the study.  
18

19   3.5   Facilities Study  
20

- 21          3.5.1 Once the required system impact study(s) is completed, a system impact study  
22          report shall be prepared and transmitted to the Interconnection Customer along  
23          with a facilities study agreement within five Business Days, including an outline  
24          of the scope of the study and a non-binding good faith estimate of the cost to  
25          perform the facilities study. In the case where one or both impact studies are  
26          determined to be unnecessary, a notice of the fact shall be transmitted to the  
27          Interconnection Customer within the same timeframe.  
28
- 29          3.5.2 In order to remain under consideration for interconnection, or, as appropriate, in  
30          the Transmission Provider's interconnection queue, the Interconnection Customer  
31          must return the executed facilities study agreement or a request for an extension  
32          of time within 30 Business Days.  
33
- 34          3.5.3 The facilities study shall specify and estimate the cost of the equipment,  
35          engineering, procurement and construction work (including overheads) needed to  
36          implement the conclusions of the system impact study(s).  
37
- 38          3.5.4 Design for any required Interconnection Facilities and/or Upgrades shall be  
39          performed under the facilities study agreement. The Transmission Provider may  
40          contract with consultants to perform activities required under the facilities study

1 agreement. The Interconnection Customer and the Transmission Provider may  
2 agree to allow the Interconnection Customer to separately arrange for the design  
3 of some of the Interconnection Facilities. In such cases, facilities design will be  
4 reviewed and/or modified prior to acceptance by the Transmission Provider,  
5 under the provisions of the facilities study agreement. If the Parties agree to  
6 separately arrange for design and construction, and provided security and  
7 confidentiality requirements can be met, the Transmission Provider shall make  
8 sufficient information available to the Interconnection Customer in accordance  
9 with confidentiality and critical infrastructure requirements to permit the  
10 Interconnection Customer to obtain an independent design and cost estimate for  
11 any necessary facilities.  
12

13 3.5.5 A deposit of the good faith estimated costs for the facilities study may be required  
14 from the Interconnection Customer.

15  
16 3.5.6 The scope of and cost responsibilities for the facilities study are described in the  
17 attached facilities study agreement.  
18

19 3.5.7 Upon completion of the facilities study, and with the agreement of the  
20 Interconnection Customer to pay for Interconnection Facilities and Upgrades  
21 identified in the facilities study, the Transmission Provider shall provide the  
22 Interconnection Customer an executable interconnection agreement within five  
23 Business Days.  
24  
25

#### 26 **Section 4. Provisions that Apply to All Interconnection Requests**

27

##### 28 4.1 Reasonable Efforts

29 The Transmission Provider shall make reasonable efforts to meet all time frames  
30 provided in these procedures unless the Transmission Provider and the Interconnection  
31 Customer agree to a different schedule. If the Transmission Provider cannot meet a  
32 deadline provided herein, it shall notify the Interconnection Customer, explain the reason  
33 for the failure to meet the deadline, and provide an estimated time by which it will  
34 complete the applicable interconnection procedure in the process.  
35

##### 36 4.2 Disputes

37

38 4.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection  
39 process according to the provisions of this article.  
40

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- 1 4.2.2 In the event of a dispute, either Party shall provide the other Party with a written Notice  
2 of Dispute. Such Notice shall describe in detail the nature of the dispute.  
3
- 4 4.2.3 If the dispute has not been resolved within two Business Days after receipt of the Notice,  
5 either Party may contact FERC's Dispute Resolution Service (DRS) for assistance in  
6 resolving the dispute.  
7
- 8 4.2.4 The DRS will assist the Parties in either resolving their dispute or in selecting an  
9 appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral  
10 evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can  
11 be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.  
12
- 13 4.2.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for  
14 one-half of any costs paid to neutral third-parties.  
15
- 16 4.2.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute  
17 resolution fails, then either Party may exercise whatever rights and remedies it may have  
18 in equity or law consistent with the terms of these procedures.  
19  
20
- 21 4.3 Interconnection Metering  
22 Any metering necessitated by the use of the Small Generating Facility shall be installed  
23 at the Interconnection Customer's expense in accordance  
24 with Federal Energy Regulatory Commission, state, or local  
25 regulatory requirements or the Transmission Provider's  
26 specifications.  
27
- 28 4.4 Commissioning  
29 Commissioning tests of the Interconnection Customer's installed equipment shall be  
30 performed pursuant to applicable codes and standards. The Transmission Provider must  
31 be given at least five Business Days written notice, or as otherwise mutually agreed to by  
32 the Parties, of the tests and may be present to witness the commissioning tests.  
33
- 34 4.5. Confidentiality  
35
- 36 4.5.1 Confidential information shall mean any confidential and/or proprietary  
37 information provided by one Party to the other Party that is clearly marked or  
38 otherwise designated "Confidential." For purposes of these procedures all design,  
39 operating specifications, and metering data provided by the Interconnection

1 Customer shall be deemed confidential information regardless of whether it is  
2 clearly marked or otherwise designated as such.  
3

4 4.5.2 Confidential Information does not include information previously in the public  
5 domain, required to be publicly submitted or divulged by Governmental  
6 Authorities (after notice to the other Party and after exhausting any opportunity to  
7 oppose such publication or release), or necessary to be divulged in an action to  
8 enforce these procedures. Each Party receiving Confidential Information shall  
9 hold such information in confidence and shall not disclose it to any third party nor  
10 to the public without the prior written authorization from the Party providing that  
11 information, except to fulfill obligations under these procedures, or to fulfill legal  
12 or regulatory requirements.  
13

14 4.5.2.1 Each Party shall employ at least the same standard of care to protect  
15 Confidential Information obtained from the other Party as it employs to  
16 protect its own Confidential Information.  
17

18 4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to  
19 enforce its rights under this provision to prevent the release of  
20 Confidential Information without bond or proof of damages, and may seek  
21 other remedies available at law or in equity for breach of this provision.  
22

23 4.5.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR §  
24 1b.20, if FERC, during the course of an investigation or otherwise, requests  
25 information from one of the Parties that is otherwise required to be maintained in  
26 confidence pursuant to these procedures, the Party shall provide the requested  
27 information to FERC, within the time provided for in the request for information.  
28 In providing the information to FERC, the Party may, consistent with 18 CFR §  
29 388.112, request that the information be treated as confidential and non-public by  
30 FERC and that the information be withheld from public disclosure. Parties are  
31 prohibited from notifying the other Party prior to the release of the Confidential  
32 Information to FERC. The Party shall notify the other Party when it is notified by  
33 FERC that a request to release Confidential Information has been received by  
34 FERC, at which time either of the Parties may respond before such information  
35 would be made public, pursuant to 18 CFR § 388.112. Requests from a state  
36 regulatory body conducting a confidential investigation shall be treated in a  
37 similar manner if consistent with the applicable state rules and regulations.  
38

39 4.6 Comparability

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1 The Transmission Provider shall receive, process and analyze all Interconnection  
2 Requests in a timely manner as set forth in this document. The Transmission Provider  
3 shall use the same reasonable efforts in processing and analyzing Interconnection  
4 Requests from all Interconnection Customers, whether the Small Generating Facility is  
5 owned or operated by the Transmission Provider, its subsidiaries or affiliates, or others.  
6

7 4.7 Record Retention

8 The Transmission Provider shall maintain for three years records, subject to audit, of all  
9 Interconnection Requests received under these procedures, the times required to complete  
10 Interconnection Request approvals and disapprovals, and justification for the actions  
11 taken on the Interconnection Requests.  
12

13 4.8 Interconnection Agreement

14 After receiving an interconnection agreement from the Transmission Provider, the  
15 Interconnection Customer shall have 30 Business Days or another mutually agreeable  
16 timeframe to sign and return the interconnection agreement, or request that the  
17 Transmission Provider file an unexecuted interconnection agreement with the Federal  
18 Energy Regulatory Commission. If the Interconnection Customer does not sign the  
19 interconnection agreement, or ask that it be filed unexecuted by the Transmission  
20 Provider within 30 Business Days, the Interconnection Request shall be deemed  
21 withdrawn. After the interconnection agreement is signed by the Parties, the  
22 interconnection of the Small Generating Facility shall proceed under the provisions of the  
23 interconnection agreement.  
24

25 4.9 Coordination with Affected Systems

26 The Transmission Provider shall coordinate the conduct of any studies required to  
27 determine the impact of the Interconnection Request on Affected Systems with Affected  
28 System operators and, if possible, include those results (if available) in its applicable  
29 interconnection study within the time frame specified in these procedures. The  
30 Transmission Provider will include such Affected System operators in all meetings held  
31 with the Interconnection Customer as required by these procedures. The Interconnection  
32 Customer will cooperate with the Transmission Provider in all matters related to the  
33 conduct of studies and the determination of modifications to Affected Systems. A  
34 Transmission Provider which may be an Affected System shall cooperate with the  
35 Transmission Provider with whom interconnection has been requested in all matters  
36 related to the conduct of studies and the determination of modifications to Affected  
37 Systems.  
38

39 4.10 Capacity of the Small Generating Facility  
40

- 1           4.10.1 If the Interconnection Request is for an increase in capacity for an existing Small  
2                    Generating Facility, the Interconnection Request shall be evaluated on the basis of  
3                    the new total capacity of the Small Generating Facility.  
4
- 5           4.10.2 If the Interconnection Request is for a Small Generating Facility that includes  
6                    multiple energy production devices at a site for which the Interconnection  
7                    Customer seeks a single Point of Interconnection, the Interconnection Request  
8                    shall be evaluated on the basis of the aggregate capacity of the multiple devices.  
9
- 10          4.10.3 The Interconnection Request shall be evaluated using the maximum rated capacity  
11                    of the Small Generating Facility.  
12

1

Attachment 1

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## Glossary of Terms

**10 kW Inverter Process** – The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the section 2 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See SGIP Attachment 5.

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

**Business Day** – Monday through Friday, excluding Federal Holidays.

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

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

**Fast Track Process** – The procedure for evaluating an Interconnection Request for a certified Small Generating Facility no larger than 2 MW that includes the section 2 screens, customer options meeting, and optional supplemental review.

**Good Utility Practice** – 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.

**Interconnection Customer** – Any entity, including the Transmission Provider, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Transmission Provider's Transmission System.

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

1 **Interconnection Request** – The Interconnection Customer's request, in accordance with the Tariff,  
2 to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material  
3 Modification to the operating characteristics of, an existing Small Generating Facility that is  
4 interconnected with the Transmission Provider's Transmission System.

5  
6 **Material Modification** – A modification that has a material impact on the cost or timing of any  
7 Interconnection Request with a later queue priority date.

8  
9 **Network Upgrades** – Additions, modifications, and upgrades to the Transmission Provider's  
10 Transmission System required at or beyond the point at which the Small Generating Facility interconnects  
11 with the Transmission Provider's Transmission System to accommodate the interconnection with the  
12 Small Generating Facility to the Transmission Provider's Transmission System. Network Upgrades do  
13 not include Distribution Upgrades.

14  
15 **Party or Parties** – The Transmission Provider, Transmission Owner, Interconnection Customer or any  
16 combination of the above.

17  
18 **Point of Interconnection** – The point where the Interconnection Facilities connect with the Transmission  
19 Provider's Transmission System.

20  
21 **Queue Position** – The order of a valid Interconnection Request, relative to all other pending valid  
22 Interconnection Requests, that is established based upon the date and time of receipt of the valid  
23 Interconnection Request by the Transmission Provider.

24  
25 **Small Generating Facility** – The Interconnection Customer's device for the production of electricity  
26 identified in the Interconnection Request, but shall not include the Interconnection Customer's  
27 Interconnection Facilities.

28  
29 **Study Process** – The procedure for evaluating an Interconnection Request that includes the section 3  
30 scoping meeting, feasibility study, system impact study, and facilities study.

31  
32 **Transmission Owner** – The entity that owns, leases or otherwise possesses an interest in the portion of  
33 the Transmission System at the Point of Interconnection and may be a Party to the Small Generator  
34 Interconnection Agreement to the extent necessary.

35  
36 **Transmission Provider** – The public utility (or its designated agent) that owns, controls, or operates  
37 transmission or distribution facilities used for the transmission of electricity in interstate commerce and  
38 provides transmission service under the Tariff. The term Transmission Provider should be read to include  
39 the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

40  
41 **Transmission System** – The facilities owned, controlled or operated by the Transmission Provider or the  
42 Transmission Owner that are used to provide transmission service under the Tariff.

43  
44 **Upgrades** – The required additions and modifications to the Transmission Provider's Transmission  
45 System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution  
46 Upgrades. Upgrades do not include Interconnection Facilities.

**Attachment 2**

**SMALL GENERATOR INTERCONNECTION REQUEST  
(Application Form)**

**Transmission Provider:**

\_\_\_\_\_

Designated Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.5, documentation of site control must be submitted with the Interconnection Request.

**Preamble and Instructions**

An Interconnection Customer who requests a Federal Energy Regulatory Commission jurisdictional interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the Transmission Provider.

**Processing Fee or Deposit:**

If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is \$500.

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the Transmission Provider a deposit not to exceed \$1,000 towards the cost of the feasibility study.

**Interconnection Customer Information**

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: \_\_\_\_\_

Issued By: C. M. Mennes

Issued: December 30, 2005

Effective Date: December 30, 2005

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Facility Location (if different from above): \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Application is for:  New Small Generating Facility  
 Capacity addition to Existing Small Generating Facility

If capacity addition to existing facility, please describe: \_\_\_\_\_

\_\_\_\_\_

Will the Small Generating Facility be used for any of the following?

- Net Metering? Yes \_\_\_ No \_\_\_
- To Supply Power to the Interconnection Customer? Yes \_\_\_ No \_\_\_
- To Supply Power to Others? Yes \_\_\_ No \_\_\_

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

\_\_\_\_\_  
(Local Electric Service Provider\*)

\_\_\_\_\_  
(Existing Account Number\*)

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[\*To be provided by the Interconnection Customer if the local electric service provider is different from the Transmission Provider]

Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Requested Point of Interconnection: \_\_\_\_\_

Interconnection Customer's Requested In-Service Date: \_\_\_\_\_

**Small Generating Facility Information**

Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: \_\_\_ Solar \_\_\_ Wind \_\_\_ Hydro \_\_\_ Hydro Type (e.g. Run-of-River): \_\_\_\_\_  
Diesel \_\_\_ Natural Gas \_\_\_ Fuel Oil \_\_\_ Other (state type) \_\_\_\_\_

Prime Mover: \_\_\_ Fuel Cell \_\_\_ Recip Engine \_\_\_ Gas Turb \_\_\_ Steam Turb  
\_\_\_ Microturbine \_\_\_ PV \_\_\_ Other

Type of Generator: \_\_\_ Synchronous \_\_\_ Induction \_\_\_ Inverter

Generator Nameplate Rating: \_\_\_\_\_ kW (Typical) Generator Nameplate kVAR: \_\_\_\_\_

Interconnection Customer or Customer-Site Load: \_\_\_\_\_ kW (if none, so state)

Typical Reactive Load (if known): \_\_\_\_\_

Maximum Physical Export Capability Requested: \_\_\_\_\_ kW

List components of the Small Generating Facility equipment package that are currently certified:

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

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4. \_\_\_\_\_  
5. \_\_\_\_\_

Is the prime mover compatible with the certified protective relay package? \_\_\_Yes \_\_\_No

Generator (or solar collector)  
Manufacturer, Model Name & Number: \_\_\_\_\_  
Version Number: \_\_\_\_\_

Nameplate Output Power Rating in kW: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_  
Nameplate Output Power Rating in kVA: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_

Individual Generator Power Factor  
Rated Power Factor: Leading: \_\_\_\_\_ Lagging: \_\_\_\_\_

Total Number of Generators in wind farm to be interconnected pursuant to this  
Interconnection Request: \_\_\_\_\_ Elevation: \_\_\_\_\_ \_\_\_Single phase \_\_\_Three phase

Inverter Manufacturer, Model Name & Number (if used): \_\_\_\_\_

List of adjustable set points for the protective equipment or software: \_\_\_\_\_

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: \_\_\_\_\_ Instantaneous \_\_\_ or RMS? \_\_\_

Harmonics Characteristics: \_\_\_\_\_

Start-up requirements: \_\_\_\_\_

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: \_\_\_\_\_  
(\* Neutral Grounding Resistor (If Applicable): \_\_\_\_\_

Synchronous Generators:

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Direct Axis Synchronous Reactance,  $X_d$ : \_\_\_\_\_ P.U.  
Direct Axis Transient Reactance,  $X'_d$ : \_\_\_\_\_ P.U.  
Direct Axis Subtransient Reactance,  $X''_d$ : \_\_\_\_\_ P.U.  
Negative Sequence Reactance,  $X_2$ : \_\_\_\_\_ P.U.  
Zero Sequence Reactance,  $X_0$ : \_\_\_\_\_ P.U.  
KVA Base: \_\_\_\_\_  
Field Volts: \_\_\_\_\_  
Field Amperes: \_\_\_\_\_

**Induction Generators:**

Motoring Power (kW): \_\_\_\_\_  
 $I_2^2t$  or K (Heating Time Constant): \_\_\_\_\_  
Rotor Resistance,  $R_r$ : \_\_\_\_\_  
Stator Resistance,  $R_s$ : \_\_\_\_\_  
Stator Reactance,  $X_s$ : \_\_\_\_\_  
Rotor Reactance,  $X_r$ : \_\_\_\_\_  
Magnetizing Reactance,  $X_m$ : \_\_\_\_\_  
Short Circuit Reactance,  $X_d''$ : \_\_\_\_\_  
Exciting Current: \_\_\_\_\_  
Temperature Rise: \_\_\_\_\_  
Frame Size: \_\_\_\_\_  
Design Letter: \_\_\_\_\_  
Reactive Power Required In Vars (No Load): \_\_\_\_\_  
Reactive Power Required In Vars (Full Load): \_\_\_\_\_  
Total Rotating Inertia, H: \_\_\_\_\_ Per Unit on kVA Base

Note: Please contact the Transmission Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

**Excitation and Governor System Data for Synchronous Generators Only**

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

**Interconnection Facilities Information**

Will a transformer be used between the generator and the point of common coupling? \_\_\_Yes \_\_\_No

Will the transformer be provided by the Interconnection Customer? \_\_\_Yes \_\_\_No

**Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):**

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Is the transformer: \_\_\_single phase \_\_\_three phase? Size: \_\_\_\_\_kVA  
Transformer Impedance: \_\_\_\_\_% on \_\_\_\_\_kVA Base

If Three Phase:

Transformer Primary: \_\_\_ Volts \_\_\_ Delta \_\_\_ Wye \_\_\_ Wye Grounded  
Transformer Secondary: \_\_\_ Volts \_\_\_ Delta \_\_\_ Wye \_\_\_ Wye Grounded  
Transformer Tertiary: \_\_\_ Volts \_\_\_ Delta \_\_\_ Wye \_\_\_ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Size: \_\_\_\_\_ Speed: \_\_\_\_\_

Interconnecting Circuit Breaker (if applicable):

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_  
Load Rating (Amps): \_\_\_\_\_ Interrupting Rating (Amps): \_\_\_\_\_ Trip Speed (Cycles): \_\_\_\_\_

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

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Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: \_\_\_\_\_  
 Type: \_\_\_\_\_ Accuracy Class: \_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
 Type: \_\_\_\_\_ Accuracy Class: \_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Potential Transformer Data (If Applicable):

Manufacturer: \_\_\_\_\_  
 Type: \_\_\_\_\_ Accuracy Class: \_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
 Type: \_\_\_\_\_ Accuracy Class: \_\_\_ Proposed Ratio Connection: \_\_\_\_\_

**General Information**

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Is One-Line Diagram Enclosed? \_\_\_Yes \_\_\_No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) \_\_\_\_\_

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? \_\_\_Yes \_\_\_No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable). Are Schematic Drawings Enclosed? \_\_\_Yes \_\_\_No

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**Applicant Signature**

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment 3**

**Certification Codes and Standards**

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems  
(including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV)  
Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for  
Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated  
Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low  
Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment  
Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms  
NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in  
Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

**Certification of Small Generator Equipment Packages**

- 1  
2  
3  
4  
5 1.0 Small Generating Facility equipment proposed for use separately or packaged with other  
6 equipment in an interconnection system shall be considered certified for interconnected  
7 operation if (1) it has been tested in accordance with industry standards for continuous  
8 utility interactive operation in compliance with the appropriate codes and standards  
9 referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized  
10 by the United States Occupational Safety and Health Administration to test and certify  
11 interconnection equipment pursuant to the relevant codes and standards listed in SGIP  
12 Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of  
13 the interconnection application, and (3) such NRTL makes readily available for  
14 verification all test standards and procedures it utilized in performing such equipment  
15 certification, and, with consumer approval, the test data itself. The NRTL may make  
16 such information available on its website and by encouraging such information to be  
17 included in the manufacturer's literature accompanying the equipment.  
18
- 19 2.0 The Interconnection Customer must verify that the intended use of the equipment falls  
20 within the use or uses for which the equipment was tested, labeled, and listed by the  
21 NRTL.  
22
- 23 3.0 Certified equipment shall not require further type-test review, testing, or additional  
24 equipment to meet the requirements of this interconnection procedure; however, nothing  
25 herein shall preclude the need for an on-site commissioning test by the parties to the  
26 interconnection nor follow-up production testing by the NRTL.  
27
- 28 4.0 If the certified equipment package includes only interface components (switchgear,  
29 inverters, or other interface devices), then an Interconnection Customer must show that  
30 the generator or other electric source being utilized with the equipment package is  
31 compatible with the equipment package and is consistent with the testing and listing  
32 specified for this type of interconnection equipment.  
33
- 34 5.0 Provided the generator or electric source, when combined with the equipment package, is  
35 within the range of capabilities for which it was tested by the NRTL, and does not violate  
36 the interface components' labeling and listing performed by the NRTL, no further design  
37 review, testing or additional equipment on the customer side of the point of common  
38 coupling shall be required to meet the requirements of this interconnection procedure.  
39
- 40 6.0 An equipment package does not include equipment provided by the utility.

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1  
2 7.0 Any equipment package approved and listed in a state by that state's regulatory body for  
3 interconnected operation in that state prior to the effective date of these small generator  
4 interconnection procedures shall be considered certified under these procedures for use in  
5 that state.  
6

## Attachment 5

1  
2  
3 **Application, Procedures, and Terms and Conditions for Interconnecting**  
4 **a Certified Inverter-Based Small Generating Facility No**  
5 **Larger than 10 kW ("10 kW Inverter Process")**  
6

- 7 1.0 The Interconnection Customer ("Customer") completes the Interconnection Request  
8 ("Application") and submits it to the Transmission Provider ("Company").  
9
- 10 2.0 The Company acknowledges to the Customer receipt of the Application within three  
11 Business Days of receipt.  
12
- 13 3.0 The Company evaluates the Application for completeness and notifies the Customer  
14 within ten Business Days of receipt that the Application is or is not complete and, if not,  
15 advises what material is missing.  
16
- 17 4.0 The Company verifies that the Small Generating Facility can be interconnected safely  
18 and reliably using the screens contained in the Fast Track Process in the Small Generator  
19 Interconnection Procedures (SGIP). The Company has 15 Business Days to complete  
20 this process. Unless the Company determines and demonstrates that the Small  
21 Generating Facility cannot be interconnected safely and reliably, the Company approves  
22 the Application and returns it to the Customer. Note to Customer: Please check with the  
23 Company before submitting the Application if disconnection equipment is required.  
24
- 25 5.0 After installation, the Customer returns the Certificate of Completion to the Company.  
26 Prior to parallel operation, the Company may inspect the Small Generating Facility for  
27 compliance with standards which may include a witness test, and may schedule  
28 appropriate metering replacement, if necessary.  
29
- 30 6.0 The Company notifies the Customer in writing that interconnection of the Small  
31 Generating Facility is authorized. If the witness test is not satisfactory, the Company has  
32 the right to disconnect the Small Generating Facility. The Customer has no right to  
33 operate in parallel until a witness test has been performed, or previously waived on the  
34 Application. The Company is obligated to complete this witness test within ten Business  
35 Days of the receipt of the Certificate of Completion. If the Company does not inspect  
36 within ten Business Days or by mutual agreement of the Parties, the witness test is  
37 deemed waived.  
38
- 39 7.0 Contact Information – The Customer must provide the contact information for the legal  
40 applicant (i.e., the Interconnection Customer). If another entity is responsible for

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- 1           interfacing with the Company, that contact information must be provided on the  
2           Application.  
3
- 4   8.0    Ownership Information – Enter the legal names of the owner(s) of the Small Generating  
5           Facility. Include the percentage ownership (if any) by any utility or public utility holding  
6           company, or by any entity owned by either.  
7
- 8   9.0    UL1741 Listed – This standard ("Inverters, Converters, and Controllers for Use in  
9           Independent Power Systems") addresses the electrical interconnection design of various  
10          forms of generating equipment. Many manufacturers submit their equipment to a  
11          Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with  
12          UL1741. This "listing" is then marked on the equipment and supporting documentation.

1     **Application for Interconnecting a Certified Inverter-Based Small Generating**  
2                                   **Facility No Larger than 10kW**

3  
4     This Application is considered complete when it provides all applicable and correct information required  
5     below. Per SGIP section 1.5, documentation of site control must be submitted with the Interconnection  
6     Request. Additional information to evaluate the Application may be required.

7  
8     Processing Fee

9  
10    A non-refundable processing fee of \$100 must accompany this Application.

11  
12    Interconnection Customer

13    Name: \_\_\_\_\_

14    Contact Person: \_\_\_\_\_

15    Address: \_\_\_\_\_

16    City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

17    Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

18    Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

19  
20    Contact (if different from Interconnection Customer)

21    Name: \_\_\_\_\_

22    Address: \_\_\_\_\_

23    City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

24    Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

25    Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

26  
27    Owner of the facility (include % ownership by any electric utility): \_\_\_\_\_

28  
29    Small Generating Facility Information

30    Location (if different from above): \_\_\_\_\_

31    Electric Service Company: \_\_\_\_\_

32    Account Number: \_\_\_\_\_

1 Inverter Manufacturer: \_\_\_\_\_ Model \_\_\_\_\_

2 Nameplate Rating: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (AC Volts)

3 Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_

4 System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)

5 Prime Mover: Photovoltaic  Reciprocating Engine  Fuel Cell

6 Turbine  Other \_\_\_\_\_

7 Energy Source: Solar  Wind  Hydro  Diesel  Natural Gas

8 Fuel Oil  Other (describe) \_\_\_\_\_

9 Is the equipment UL1741 Listed? Yes \_\_\_\_\_ No \_\_\_\_\_

10 If Yes, attach manufacturer's cut-sheet showing UL1741 listing

11

12 Estimated Installation Date: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

13

14 The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than  
15 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Small  
16 Generator Interconnection Procedures (SGIP), or the Transmission Provider has reviewed the design or  
17 tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

18

19 List components of the Small Generating Facility equipment package that are currently certified:

20

21	Equipment Type	Certifying Entity
22	1. _____	_____
23	2. _____	_____
24	3. _____	_____
25	4. _____	_____
26	5. _____	_____

27 Interconnection Customer Signature

28 I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I  
29 agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating  
30 Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating  
31 Facility has been installed.

32 Signed: \_\_\_\_\_

33 Title: \_\_\_\_\_ Date: \_\_\_\_\_

34

1 Contingent Approval to Interconnect the Small Generating Facility

2 (For Company use only)

3 Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions  
4 for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return of the  
5 Certificate of Completion.

6 Company Signature: \_\_\_\_\_

7  
8 Title: \_\_\_\_\_ Date: \_\_\_\_\_

9  
10 Application ID number: \_\_\_\_\_

11  
12 Company waives inspection/witness test? Yes \_\_\_ No \_\_\_

13

**Small Generating Facility Certificate of Completion**

1  
2  
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38

Is the Small Generating Facility owner-installed? Yes \_\_\_\_\_ No \_\_\_\_\_

Interconnection Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Location of the Small Generating Facility (if different from above):  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Electrician:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

License number: \_\_\_\_\_

Date Approval to Install Facility granted by the Company: \_\_\_\_\_

Application ID number: \_\_\_\_\_

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local  
building/electrical code of \_\_\_\_\_

Signed (Local electrical wiring inspector, or attach signed electrical inspection):  
\_\_\_\_\_

Print Name: \_\_\_\_\_

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Issued: December 30, 2005

Effective Date: December 30, 2005

1 Date: \_\_\_\_\_  
2  
3

4 As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of  
5 the signed electrical permit to (insert Company information below):  
6

7 Name: \_\_\_\_\_  
8

9 Company: \_\_\_\_\_  
10

11 Address: \_\_\_\_\_  
12

13 \_\_\_\_\_  
14

15 City, State ZIP: \_\_\_\_\_  
16

17 Fax: \_\_\_\_\_  
18

---

19 Approval to Energize the Small Generating Facility (For Company use only)

20 Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for  
21 Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW  
22

23 Company Signature: \_\_\_\_\_  
24

25 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions for Interconnecting an Inverter-Based  
Small Generating Facility No Larger than 10kW**

**1.0 Construction of the Facility**

The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the Transmission Provider (the "Company") approves the Interconnection Request (the "Application") and returns it to the Customer.

**2.0 Interconnection and Operation**

The Customer may operate Small Generating Facility and interconnect with the Company's electric system once all of the following have occurred:

2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

2.2 The Customer returns the Certificate of Completion to the Company, and

2.3 The Company has either:

2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or

2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within ten business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 The Company waives the right to inspect the Small Generating Facility.

2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

1   3.0   **Safe Operations and Maintenance**

2       The Customer shall be fully responsible to operate, maintain, and repair the Small Generating  
3       Facility as required to ensure that it complies at all times with the interconnection standards to  
4       which it has been certified.

5  
6   4.0   **Access**

7       The Company shall have access to the disconnect switch (if the disconnect switch is required) and  
8       metering equipment of the Small Generating Facility at all times. The Company shall provide  
9       reasonable notice to the Customer when possible prior to using its right of access.

10  
11   5.0   **Disconnection**

12       The Company may temporarily disconnect the Small Generating Facility upon the following  
13       conditions:

14  
15       5.1     For scheduled outages upon reasonable notice.

16  
17       5.2     For unscheduled outages or emergency conditions.

18  
19       5.3     If the Small Generating Facility does not operate in the manner consistent with these  
20       Terms and Conditions.

21  
22       5.4     The Company shall inform the Customer in advance of any scheduled disconnection, or  
23       as is reasonable after an unscheduled disconnection.

24  
25   6.0   **Indemnification**

26       The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and  
27       all damages, losses, claims, including claims and actions relating to injury to or death of any  
28       person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney  
29       fees, and all other obligations by or to third parties, arising out of or resulting from the other  
30       Party's action or inactions of its obligations under this agreement on behalf of the indemnifying  
31       Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

32  
33   7.0   **Insurance**

34       The Parties agree to follow all applicable insurance requirements imposed by the state in which  
35       the Point of Interconnection is located. All insurance policies must be maintained with insurers  
36       authorized to do business in that state.

37  
38   8.0   **Limitation of Liability**

39       Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense,  
40       including reasonable attorney's fees, relating to or arising from any act or omission in its  
41       performance of this Agreement, shall be limited to the amount of direct damage actually incurred.  
42       In no event shall either party be liable to the other party for any indirect, incidental, special,  
43       consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph  
44       6.0.

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Issued:     December 30, 2005

Effective Date: December 30, 2005

- 1
- 2
- 3 9.0 **Termination**
- 4 The agreement to operate in parallel may be terminated under the following conditions:
- 5
- 6 9.1 **By the Customer**
- 7 By providing written notice to the Company.
- 8
- 9 9.2 **By the Company**
- 10 If the Small Generating Facility fails to operate for any consecutive 12 month
- 11 period or the Customer fails to remedy a violation of these Terms and
- 12 Conditions.
- 13
- 14 9.3 **Permanent Disconnection**
- 15 In the event this Agreement is terminated, the Company shall have the right to
- 16 disconnect its facilities or direct the Customer to disconnect its Small Generating
- 17 Facility.
- 18
- 19 9.4 **Survival Rights**
- 20 This Agreement shall continue in effect after termination to the extent necessary
- 21 to allow or require either Party to fulfill rights or obligations that arose under the
- 22 Agreement.
- 23 10.0 **Assignment/Transfer of Ownership of the Facility**
- 24 This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new
- 25 owner when the new owner agrees in writing to comply with the terms of this Agreement and so
- 26 notifies the Company.
- 27

**Feasibility Study Agreement**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
20\_\_ by and between \_\_\_\_\_,  
a \_\_\_\_\_ organized and existing under the laws of the State of  
\_\_\_\_\_, ("Interconnection Customer,") and  
\_\_\_\_\_, a \_\_\_\_\_  
existing under the laws of the State of \_\_\_\_\_,  
("Transmission Provider"). Interconnection Customer and Transmission Provider each may be  
referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

**WHEREAS**, Interconnection Customer desires to interconnect the Small Generating Facility  
with the Transmission Provider's Transmission System; and

**WHEREAS**, Interconnection Customer has requested the Transmission Provider to perform a  
feasibility study to assess the feasibility of interconnecting the proposed Small Generating  
Facility with the Transmission Provider's Transmission System, and of any Affected Systems;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Transmission Provider shall cause to be performed an interconnection feasibility study consistent the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.

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- 1  
2 4.0 The feasibility study shall be based on the technical information provided by the  
3 Interconnection Customer in the Interconnection Request, as may be modified as the  
4 result of the scoping meeting. The Transmission Provider reserves the right to request  
5 additional technical information from the Interconnection Customer as may reasonably  
6 become necessary consistent with Good Utility Practice during the course of the  
7 feasibility study and as designated in accordance with the standard Small Generator  
8 Interconnection Procedures. If the Interconnection Customer modifies its Interconnection  
9 Request, the time to complete the feasibility study may be extended by agreement of the  
10 Parties.  
11
- 12 5.0 In performing the study, the Transmission Provider shall rely, to the extent reasonably  
13 practicable, on existing studies of recent vintage. The Interconnection Customer shall not  
14 be charged for such existing studies; however, the Interconnection Customer shall be  
15 responsible for charges associated with any new study or modifications to existing studies  
16 that are reasonably necessary to perform the feasibility study.  
17
- 18 6.0 The feasibility study report shall provide the following analyses for the purpose of  
19 identifying any potential adverse system impacts that would result from the  
20 interconnection of the Small Generating Facility as proposed:  
21
- 22 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded  
23 as a result of the interconnection;  
24
- 25 6.2 Initial identification of any thermal overload or voltage limit violations resulting  
26 from the interconnection;  
27
- 28 6.3 Initial review of grounding requirements and electric system protection; and  
29
- 30 6.4 Description and non-binding estimated cost of facilities required to interconnect  
31 the proposed Small Generating Facility and to address the identified short circuit  
32 and power flow issues.  
33
- 34 7.0 The feasibility study shall model the impact of the Small Generating Facility regardless  
35 of purpose in order to avoid the further expense and interruption of operation for  
36 reexamination of feasibility and impacts if the Interconnection Customer later changes  
37 the purpose for which the Small Generating Facility is being installed.  
38
- 39 8.0 The study shall include the feasibility of any interconnection at a proposed project site  
40 where there could be multiple potential Points of Interconnection, as requested by the

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- 1 Interconnection Customer and at the Interconnection Customer's cost.  
2  
3 9.0 A deposit of the lesser of 50 percent of good faith estimated feasibility study costs or  
4 earnest money of \$1,000 may be required from the Interconnection Customer.  
5  
6 10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and  
7 transmitted to the Interconnection Customer. Barring unusual circumstances, the  
8 feasibility study must be completed and the feasibility study report transmitted within 30  
9 Business Days of the Interconnection Customer's agreement to conduct a feasibility  
10 study.  
11  
12 11.0 Any study fees shall be based on the Transmission Provider's actual costs and will be  
13 invoiced to the Interconnection Customer after the study is completed and delivered and  
14 will include a summary of professional time.  
15  
16 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without  
17 interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If  
18 the deposit exceeds the invoiced fees, the Transmission Provider shall refund such excess  
19 within 30 calendar days of the invoice without interest.



**Attachment A to  
Feasibility Study Agreement**

**Assumptions Used in Conducting the Feasibility Study**

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on \_\_\_\_\_:

- 1) Designation of Point of Interconnection and configuration to be studied.
- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Transmission Provider.

**System Impact Study Agreement**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
20\_\_ by and between \_\_\_\_\_,  
a \_\_\_\_\_ organized and existing under the laws of the State of  
\_\_\_\_\_, ("Interconnection Customer,") and  
\_\_\_\_\_, a \_\_\_\_\_  
existing under the laws of the State of \_\_\_\_\_,  
("Transmission Provider"). Interconnection Customer and Transmission Provider each may be  
referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

**WHEREAS**, the Interconnection Customer desires to interconnect the Small Generating Facility  
with the Transmission Provider's Transmission System;

**WHEREAS**, the Transmission Provider has completed a feasibility study and provided the  
results of said study to the Interconnection Customer (This recital to be omitted if the Parties  
have agreed to forego the feasibility study.); and

**WHEREAS**, the Interconnection Customer has requested the Transmission Provider to perform  
a system impact study(s) to assess the impact of interconnecting the Small Generating Facility  
with the Transmission Provider's Transmission System, and of any Affected Systems;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have  
the meanings indicated or the meanings specified in the standard Small Generator  
Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Transmission Provider shall cause to be  
performed a system impact study(s) consistent with the standard Small Generator

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- 1 Interconnection Procedures in accordance with the Open Access Transmission Tariff.  
2
- 3 3.0 The scope of a system impact study shall be subject to the assumptions set forth in  
4 Attachment A to this Agreement.  
5
- 6 4.0 A system impact study will be based upon the results of the feasibility study and the  
7 technical information provided by Interconnection Customer in the Interconnection  
8 Request. The Transmission Provider reserves the right to request additional technical  
9 information from the Interconnection Customer as may reasonably become necessary  
10 consistent with Good Utility Practice during the course of the system impact study. If the  
11 Interconnection Customer modifies its designated Point of Interconnection,  
12 Interconnection Request, or the technical information provided therein is modified, the  
13 time to complete the system impact study may be extended.  
14
- 15 5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a  
16 power flow analysis, voltage drop and flicker studies, protection and set point  
17 coordination studies, and grounding reviews, as necessary. A system impact study shall  
18 state the assumptions upon which it is based, state the results of the analyses, and provide  
19 the requirement or potential impediments to providing the requested interconnection  
20 service, including a preliminary indication of the cost and length of time that would be  
21 necessary to correct any problems identified in those analyses and implement the  
22 interconnection. A system impact study shall provide a list of facilities that are required  
23 as a result of the Interconnection Request and non-binding good faith estimates of cost  
24 responsibility and time to construct.  
25
- 26 6.0 A distribution system impact study shall incorporate a distribution load flow study, an  
27 analysis of equipment interrupting ratings, protection coordination study, voltage drop  
28 and flicker studies, protection and set point coordination studies, grounding reviews, and  
29 the impact on electric system operation, as necessary.  
30
- 31 7.0 Affected Systems may participate in the preparation of a system impact study, with a  
32 division of costs among such entities as they may agree. All Affected Systems shall be  
33 afforded an opportunity to review and comment upon a system impact study that covers  
34 potential adverse system impacts on their electric systems, and the Transmission Provider  
35 has 20 additional Business Days to complete a system impact study requiring review by  
36 Affected Systems.  
37
- 38 8.0 If the Transmission Provider uses a queuing procedure for sorting or prioritizing projects  
39 and their associated cost responsibilities for any required Network Upgrades, the system  
40 impact study shall consider all generating facilities (and with respect to paragraph 8.3

- 1 below, any identified Upgrades associated with such higher queued interconnection) that,  
2 on the date the system impact study is commenced –  
3
- 4 8.1 Are directly interconnected with the Transmission Provider's electric  
5 system; or  
6
- 7 8.2 Are interconnected with Affected Systems and may have an impact on the  
8 proposed interconnection; and  
9
- 10 8.3 Have a pending higher queued Interconnection Request to interconnect  
11 with the Transmission Provider's electric system.  
12
- 13 9.0 A distribution system impact study, if required, shall be completed and the results  
14 transmitted to the Interconnection Customer within 30 Business Days after this  
15 Agreement is signed by the Parties. A transmission system impact study, if required,  
16 shall be completed and the results transmitted to the Interconnection Customer within 45  
17 Business Days after this Agreement is signed by the Parties, or in accordance with the  
18 Transmission Provider's queuing procedures.  
19
- 20 10.0 A deposit of the equivalent of the good faith estimated cost of a distribution system  
21 impact study and the one half the good faith estimated cost of a transmission system  
22 impact study may be required from the Interconnection Customer.  
23
- 24 11.0 Any study fees shall be based on the Transmission Provider's actual costs and will be  
25 invoiced to the Interconnection Customer after the study is completed and delivered and  
26 will include a summary of professional time.  
27
- 28 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without  
29 interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If  
30 the deposit exceeds the invoiced fees, the Transmission Provider shall refund such excess  
31 within 30 calendar days of the invoice without interest.



**Attachment A to System  
Impact Study Agreement**

**Assumptions Used in Conducting the System Impact Study**

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

- 1) Designation of Point of Interconnection and configuration to be studied.
- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Transmission Provider.

**Facilities Study Agreement**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
20\_\_ by and between \_\_\_\_\_,  
a \_\_\_\_\_ organized and existing under the laws of the State of  
\_\_\_\_\_, ("Interconnection Customer,") and  
\_\_\_\_\_, a \_\_\_\_\_  
existing under the laws of the State of \_\_\_\_\_,  
("Transmission Provider"). Interconnection Customer and Transmission Provider each may be  
referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

**WHEREAS**, the Interconnection Customer desires to interconnect the Small Generating Facility  
with the Transmission Provider's Transmission System;

**WHEREAS**, the Transmission Provider has completed a system impact study and provided the  
results of said study to the Interconnection Customer; and

**WHEREAS**, the Interconnection Customer has requested the Transmission Provider to perform  
a facilities study to specify and estimate the cost of the equipment, engineering, procurement and  
construction work needed to implement the conclusions of the system impact study in  
accordance with Good Utility Practice to physically and electrically connect the Small  
Generating Facility with the Transmission Provider's Transmission System.

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have  
the meanings indicated or the meanings specified in the standard Small Generator  
Interconnection Procedures.

2.0 The Interconnection Customer elects and the Transmission Provider shall cause a

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- 1 facilities study consistent with the standard Small Generator Interconnection Procedures  
2 to be performed in accordance with the Open Access Transmission Tariff.  
3
- 4 3.0 The scope of the facilities study shall be subject to data provided in Attachment A to this  
5 Agreement.  
6
- 7 4.0 The facilities study shall specify and estimate the cost of the equipment, engineering,  
8 procurement and construction work (including overheads) needed to implement the  
9 conclusions of the system impact study(s). The facilities study shall also identify (1) the  
10 electrical switching configuration of the equipment, including, without limitation,  
11 transformer, switchgear, meters, and other station equipment, (2) the nature and estimated  
12 cost of the Transmission Provider's Interconnection Facilities and Upgrades necessary to  
13 accomplish the interconnection, and (3) an estimate of the time required to complete the  
14 construction and installation of such facilities.  
15
- 16 5.0 The Transmission Provider may propose to group facilities required for more than one  
17 Interconnection Customer in order to minimize facilities costs through economies of  
18 scale, but any Interconnection Customer may require the installation of facilities required  
19 for its own Small Generating Facility if it is willing to pay the costs of those facilities.  
20
- 21 6.0 A deposit of the good faith estimated facilities study costs may be required from the  
22 Interconnection Customer.  
23
- 24 7.0 In cases where Upgrades are required, the facilities study must be completed within 45  
25 Business Days of the receipt of this Agreement. In cases where no Upgrades are  
26 necessary, and the required facilities are limited to Interconnection Facilities, the  
27 facilities study must be completed within 30 Business Days.  
28
- 29 8.0 Once the facilities study is completed, a facilities study report shall be prepared and  
30 transmitted to the Interconnection Customer. Barring unusual circumstances, the  
31 facilities study must be completed and the facilities study report transmitted within 30  
32 Business Days of the Interconnection Customer's agreement to conduct a facilities study.  
33
- 34 9.0 Any study fees shall be based on the Transmission Provider's actual costs and will be  
35 invoiced to the Interconnection Customer after the study is completed and delivered and  
36 will include a summary of professional time.  
37
- 38 10.0 The Interconnection Customer must pay any study costs that exceed the deposit without  
39 interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If

1           the deposit exceeds the invoiced fees, the Transmission Provider shall refund such excess  
2           within 30 calendar days of the invoice without interest.

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19

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

**[Insert name of Transmission Provider] [Insert name of Interconnection Customer]**

\_\_\_\_\_

Signed \_\_\_\_\_ Signed \_\_\_\_\_

Name (Printed): Name (Printed):

\_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

**Attachment A to  
Facilities Study Agreement**

**Data to Be Provided by the Interconnection Customer  
with the Facilities Study Agreement**

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40

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

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

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

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

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

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

What type of control system or PLC will be located at the Small Generating Facility?  
\_\_\_\_\_  
\_\_\_\_\_

What protocol does the control system or PLC use?  
\_\_\_\_\_  
\_\_\_\_\_

1 Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission  
2 line, and property lines.

3  
4 Physical dimensions of the proposed interconnection station:  
5  
6 \_\_\_\_\_

7  
8 Bus length from generation to interconnection station:  
9  
10 \_\_\_\_\_

11  
12 Line length from interconnection station to Transmission Provider's Transmission System.  
13  
14 \_\_\_\_\_

15  
16 Tower number observed in the field. (Painted on tower leg)\*:  
17  
18 \_\_\_\_\_

19  
20 Number of third party easements required for transmission lines\*:  
21  
22 \_\_\_\_\_

23  
24 \* To be completed in coordination with Transmission Provider.

25  
26 Is the Small Generating Facility located in Transmission Provider's service area?  
27  
28 Yes \_\_\_\_\_ No \_\_\_\_\_ If No, please provide name of local provider:  
29  
30 \_\_\_\_\_

31  
32 Please provide the following proposed schedule dates:  
33  
34 Begin Construction Date: \_\_\_\_\_  
35  
36 Generator step-up transformers Date: \_\_\_\_\_  
37 receive back feed power  
38  
39 Generation Testing Date: \_\_\_\_\_  
40

Florida Power & Light Company

Open Access Transmission Tariff  
Original Sheet No. 468

1  
2

Commercial Operation

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

Issued By: C. M. Mennes  
Issued: December 30, 2005

Effective Date: December 30, 2005

**SMALL GENERATOR  
INTERCONNECTION AGREEMENT (SGIA)**

**(For Generating Facilities No Larger Than 20 MW)**

Issued By: C. M. Mennes  
Issued: December 30, 2005

Effective Date: December 30, 2005

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[Attachment 1](#) – Glossary of Terms

[Attachment 2](#) – Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

[Attachment 3](#) – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

[Attachment 4](#) – Milestones

[Attachment 5](#) – Additional Operating Requirements for the Transmission Provider's Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs

[Attachment 6](#) – Transmission Provider's Description of its Upgrades and Best Estimate of Upgrade Costs

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ ("Transmission Provider"), and \_\_\_\_\_ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

**Transmission Provider Information**

Transmission Provider: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Interconnection Customer Information**

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Interconnection Customer Application No: \_\_\_\_\_

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

**Article 1. Scope and Limitations of Agreement**

- 1.1 This Agreement shall be used for all Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP) except for those submitted under the 10 kW Inverter Process contained in SGIP Attachment 5.
- 1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Transmission Provider's Transmission System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately

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making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Transmission Provider.

1.4 Nothing in this Agreement is intended to affect any other agreement between the Transmission Provider and the Interconnection Customer.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Transmission Provider shall construct, operate, and maintain its Transmission System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Transmission Provider and any Affected Systems.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Transmission Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Transmission Provider's Transmission System, personnel, and other persons from

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damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6 The Transmission Provider shall coordinate with all Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in the Tariff or by the applicable system operator(s) for the Transmission Provider's Transmission System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Transmission Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.8.2 The Transmission Provider is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Generating Facility when the Transmission Provider requests the Interconnection Customer to operate its Small Generating Facility outside the range specified in article 1.8.1. In addition, if the Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.

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- 1.8.3 Payments shall be in accordance with the Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of the Commission's prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.
- 1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

## **Article 2. Inspection, Testing, Authorization, and Right of Access**

### **2.1 Equipment Testing and Inspection**

- 2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Transmission Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Transmission Provider may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Transmission Provider a written test report when such testing and inspection is completed.
- 2.1.2 The Transmission Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Transmission Provider of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

### **2.2 Authorization Required Prior to Parallel Operation**

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- 2.2.1 The Transmission Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Transmission Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Transmission Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.
- 2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the Transmission Provider's Transmission System without prior written authorization of the Transmission Provider. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Transmission Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Transmission Provider at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.
- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Transmission Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3 Each Party shall be responsible for its own costs associated with following this article.

**Article 3. Effective Date, Term, Termination, and Disconnection**

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC. The Transmission Provider shall promptly file this Agreement with the FERC upon execution, if required.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this Agreement (if required), which notice has been accepted for filing by FERC.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Transmission Provider 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Transmission Provider's Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

### 3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions -- "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 the 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 the Transmission System, the Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (3) that, in the case of the 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 Small Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Transmission Provider may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. The Transmission Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the Transmission Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Transmission Provider's Transmission System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

### 3.4.2 Routine Maintenance, Construction, and Repair

The Transmission Provider may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small Generating Facility from the Transmission Provider's Transmission System when necessary for routine maintenance, construction, and repairs on the Transmission Provider's Transmission System. The Transmission Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Transmission Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

#### 3.4.3 Forced Outages

During any forced outage, the Transmission Provider may suspend interconnection service to effect immediate repairs on the Transmission Provider's Transmission System. The Transmission Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Transmission Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

#### 3.4.4 Adverse Operating Effects

The Transmission Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the Transmission Provider's Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Transmission Provider may disconnect the Small Generating Facility. The Transmission Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

#### 3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the Transmission Provider before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Transmission Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

#### 3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the Transmission Provider's Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

#### **Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

##### 4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Transmission Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Transmission Provider.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Transmission Provider's Interconnection Facilities.

##### 4.2 Distribution Upgrades

The Transmission Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

#### **Article 5. Cost Responsibility for Network Upgrades**

##### 5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades.

##### 5.2 Network Upgrades

The Transmission Provider or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Transmission Provider elects to pay for Network

Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

5.2.1 Repayment of Amounts Advanced for Network Upgrades

The Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Transmission Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Small Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person.

5.2.1.1 Notwithstanding the foregoing, the Interconnection Customer, the Transmission Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Transmission Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Transmission Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2 If the Small Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Transmission Provider and Affected System operator shall at that time reimburse

the Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

5.3 Special Provisions for Affected Systems

Unless the Transmission Provider provides, under this Agreement, for the repayment of amounts advanced to any applicable Affected System operators for Network Upgrades, the Interconnection Customer and Affected System operators shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to Affected System operators as well as the repayment by Affected System operators.

5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Small Generating Facility.

## **Article 6. Billing, Payment, Milestones, and Financial Security**

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Transmission Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Transmission Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost

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of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Transmission Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Transmission Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Transmission Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Transmission Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

## 6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

## 6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Transmission Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Transmission Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Transmission Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Transmission Provider under this Agreement during its term. In addition:

6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Transmission Provider, and contain terms and

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conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Transmission Provider and must specify a reasonable expiration date.

## **Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

### 7.1 Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

- 7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Transmission Provider of any such assignment;
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Transmission Provider, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Transmission Provider of any such assignment.
- 7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

### 7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for

any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

### 7.3 Indemnity

- 7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

#### 7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

#### 7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

#### 7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default,

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the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

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

## **Article 8. Insurance**

- 8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Transmission Provider, except that the Interconnection Customer shall show proof of insurance to the Transmission Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.
- 8.2 The Transmission Provider agrees to maintain general liability insurance or self-insurance consistent with the Transmission Provider's commercial practice. Such

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insurance or self-insurance shall not exclude coverage for the Transmission Provider's liabilities undertaken pursuant to this Agreement.

- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

### **Article 9. Confidentiality**

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated

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as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other Party to this Agreement when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

### **Article 10. Disputes**

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact FERC's Dispute Resolution Service (DRS) for assistance in resolving the dispute.
- 10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.
- 10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.
- 10.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

### **Article 11. Taxes**

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with FERC policy and Internal Revenue Service requirements.

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- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

## **Article 12. Miscellaneous**

### 12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

### 12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under article 12.12 of this Agreement.

### 12.3 No Third-Party Beneficiaries

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

### 12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

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

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

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

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

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

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**12.10 Environmental Releases**

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

**12.11 Subcontractors**

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

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

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

**12.12 Reservation of Rights**

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the

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Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

**Article 13. Notices**

**13.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If to the Transmission Provider:

Transmission Provider: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**13.2 Billing and Payment**

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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Transmission Provider: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If to the Transmission Provider:

Transmission Provider: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Transmission Provider's Operating Representative:

Transmission Provider: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

13.5 Changes to the Notice Information

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

**Article 14. Signatures**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Transmission Provider

Name: \_\_\_\_\_

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

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

For the Interconnection Customer

Name: \_\_\_\_\_

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

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

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## Glossary of Terms

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

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

**Business Day** – Monday through Friday, excluding Federal Holidays.

**Default** – The failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.

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

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

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

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

**Interconnection Customer** – Any entity, including the Transmission Provider, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Transmission Provider's Transmission System.

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

**Interconnection Request** – The Interconnection Customer's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Transmission Provider's Transmission System.

**Material Modification** – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

**Network Upgrades** – Additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Transmission Provider's Transmission System to accommodate the interconnection of the Small Generating Facility with the Transmission Provider's Transmission System. Network Upgrades do not include Distribution Upgrades.

**Operating Requirements** – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Transmission Provider's requirements, including those set forth in the Small Generator Interconnection Agreement.

**Party or Parties** – The Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

**Point of Interconnection** – The point where the Interconnection Facilities connect with the Transmission Provider's Transmission System.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Small 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.

**Small Generating Facility** – The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

**Tariff** – The Transmission Provider or Affected System's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

**Transmission Owner** – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

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

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

**Upgrades** – The required additions and modifications to the Transmission Provider's Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

**Attachment 2**

**Description and Costs of the Small Generating Facility,  
Interconnection Facilities, and Metering Equipment**

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Transmission Provider, or the Transmission Owner. The Transmission Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

**Attachment 3**

**One-line Diagram Depicting the Small Generating Facility, Interconnection  
Facilities, Metering Equipment, and Upgrades**

**Milestones**

In-Service Date: \_\_\_\_\_

Critical milestones and responsibility as agreed to by the Parties:

	<b>Milestone/Date</b>	<b>Responsible Party</b>
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For the Transmission Provider \_\_\_\_\_ Date \_\_\_\_\_

For the Transmission Owner (If Applicable) \_\_\_\_\_ Date \_\_\_\_\_

For the Interconnection Customer \_\_\_\_\_ Date \_\_\_\_\_

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**Attachment 5**

**Additional Operating Requirements for the Transmission Provider's  
Transmission System and Affected Systems Needed to Support  
the Interconnection Customer's Needs**

The Transmission Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Transmission Provider's Transmission System.

**Attachment 6**

**Transmission Provider's Description of its Upgrades  
and Best Estimate of Upgrade Costs**

The Transmission Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Transmission Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.