

25. Interconnection of Generating Units and Facilities

25.1 Applicability

This Section 25 applies to:

- (a) each new Generating Unit that seeks to interconnect to the CAISO Controlled Grid;
- (b) each existing Generating Unit connected to the CAISO Controlled Grid that will be modified with a resulting increase in the total capability of the power plant;
- (c) each Generating Unit connected to the CAISO Controlled Grid that will be modified without increasing the total capability of the power plant but has change the electrical characteristics of the power plant such that its re-energization may violate Applicable Reliability Criteria.
- (d) each existing Generating Unit connected to the CAISO Controlled Grid whose total Generation was previously sold to a Participating TO or on-site customer but whose Generation, or any portion thereof, will now be sold in the wholesale market, subject to Section 25.1.2;
- (e) each existing Generating Unit that is a Qualifying Facility and that is converting to a Participating Generator without repowering or reconfiguring the existing Generating Unit, subject to Section 25.1.2;
- (f) each existing Generating Unit connected to the CAISO Controlled Grid that ~~proposes to cease operation, discontinues operation to the CAISO Controlled Grid, or proposes to retire or~~ repower its Generating Unit pursuant to Section 25.1.2; and
- (g) Generating Units interconnecting to the CAISO Controlled Grid over a Subscriber Participating TO transmission facilities using Subscriber Rights are required to apply for TP Deliverability under Section 25.1 once (1) the Subscriber Participating TO transmission facilities have completed their transmission interconnection studies with all interconnecting Transmission Owner(s), (2) Subscriber(s) have executed the Generator Interconnection Agreement, (3) the Subscriber Participating TO has committed to proceed with Construction Activities regarding the Subscriber Participating TO transmission facilities, and (4) the applicant provides a notice in writing to the applicable interconnecting Transmission Owners that it is proceeding with Construction Activities. Once these criteria have been completed, the Generating Unit must apply as follows:
 - (1) each Generating Unit possessing Subscriber Rights and receiving Deliverability from TPP-approved Network Upgrades shall apply for TP Deliverability allocation through the submission of a Subscriber Participating TO-specific deliverability allocation request and does not submit an Interconnection Request under Section 25;
 - (2) each Generating Unit that does not meet the criteria under Section 25.1(g)(1) shall be treated in accordance with Section 25.1(a); ~~and~~.

25.1.1 Interconnection Request and Generating Unit Requirements

The owner of a Generating Unit described in Section 25.1 (a), (b), (c), or (g), or its designee, shall be an Interconnection Customer required to submit an Interconnection Request and comply with Appendix KK.

25.1.2 Affidavit Repower Requirements

If the owner of a Generating Unit described in Section 25.1(d), (e), or (f) or its designee, represents that the total generating capability and electrical characteristics of the Generating Unit will be substantially unchanged, then that entity must submit ~~an affidavit~~repower request to the CAISO and the applicable Participating TO representing that the total generating capability and electrical characteristics of the Generating Unit have remained substantially unchanged. However, if there is any change to the total generating capability and electrical characteristics of the Generating Unit, the ~~affidavit~~repower request shall include supporting information describing any such changes and a \$50,000 deposit for the study. The CAISO, in coordination with the applicable Participating TO, will evaluate whether the total generating capability or electrical characteristics of the Generating Unit have substantially changed or will

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substantially change. The CAISO may engage the services of the applicable Participating TO in conducting such verification activities. Costs incurred by the CAISO and Participating TO ~~(if any)~~ shall be borne by the party making the request under Section 25.1.2, and such costs shall be included in a CAISO invoice for verification activities.

25.1.2.1 If the CAISO and the applicable Participating TO confirm that the electrical characteristics are substantially unchanged, then that request will not be placed into the interconnection queue. However, the owner of the Generating Unit, or its designee, will be required to execute a CAISO Generator Interconnection Agreement, as applicable. All Generation Units described in Section 25.1(d), (e), and (f) will be required to comply with the CAISO's new resource implementation process to ensure compliance with applicable tariff provisions and Applicable Reliability Criteria, as specified in the Business Practice Manuals. All repower requests must comply with Commercial Viability Criteria requirements as outlined in the CAISO tariff, Appendix DD and KK, as applicable, where time will be calculated starting on the date the repower request is submitted.

25.1.2.2 If the CAISO and the applicable Participating TO cannot confirm that the total capability and electrical characteristics are and will be substantially unchanged, then the owner of the Generating Unit, or its designee, shall be an Interconnection Customer required to submit an Interconnection Request and comply with Appendix KK.

25.1.2.3 Upon receipt of the affidavit request form, the complete technical data, and the deposit, the CAISO will issue a draft study plan to the Generating Unit owner within thirty (30) days. Upon receipt of an executed study plan the CAISO will commence the study. The CAISO will complete the study within ninety (90) calendar days from the date the CAISO receives the signed study plan. If the CAISO cannot complete the study within that time period, the CAISO shall notify the Generating Unit owner and provide an estimated completion date and an explanation of the reasons why additional time is required. The CAISO will issue a final study report to the Generating Unit owner upon completion of the study. Any and all costs of the study shall be borne by the Generating Unit owner requesting the study.

25.1.2.4 The Generating Unit owner will be responsible for the actual costs incurred by the CAISO and applicable Participating TO(s) in conducting the study. If the actual costs of the study are less than the deposit provided by the Generating Unit owner, the Generating Unit owner will be refunded the balance. If the actual costs of the study are greater than the deposit provided by the Generating Unit owner, the Generating Unit owner shall pay the balance within thirty (30) days of being invoiced by the CAISO. The Participating TO(s) shall invoice the CAISO for any study work within seventy-five (75) calendar days of completion of the study, and, within thirty (30) days of payment of the Participating TO(s) invoice, the CAISO shall issue an invoice or refund to the Generating Unit owner, as applicable, based upon such submitted Participating TO invoices and the CAISO's costs for the study.

25.6 Non-Operating Facilities and Retirement

Participating Generators that intend to make their Generating Unit(s) unavailable must communicate their intent to the CAISO and Participating TO in writing according to the notice requirements further described in the applicable Business Practice Manuals. The period of unavailability may include Outages, mothball, retirement, withdrawal from the CAISO Markets or any other actions that results in the Participating Generator's not complying with Section 4.6.

A Participating Generator that intends to make their Generating Unit unavailable but is ineligible to submit a request for an Outage for a period of non-operation in accordance with Section 9, is required to submit a retirement notice in accordance with CAISO Tariff Section 25 and Section 41.

A Participating Generator that is eligible to submit a request for Outage for the applicable period of non-operation in accordance with Section 9 and intends to remain on Outage for longer than twelve (12) months, either at the time of original Outage submission or through submission of later extensions, is required to submit a notice of retirement in accordance with Section 25 and Section 41. Participating Generators that do not complete such requirements will be permanently retired and lose TP Deliverability

Commented [SW1]: The Final Proposal (at 9-10) included this language: "Likewise, beginning on the effective date of the ISO's new tariff revisions, generating units on outage will have one (1) year in which to submit a retirement affidavit and select a scenario. Based on which scenario they select, they will have 24-36 months to retire, repower, repair, or return to service as described above."

NCPA does not see this provision in the draft tariff language. It is important that units on existing outages have at least one year from the effective date of the tariff revisions to select a scenario, so that they can make informed decisions once there is certainty as to the effective status of these revisions. NCPA requests that CAISO either add tariff language memorializing the proposed timelines for facilities on outage or clarify how its tariff and processes will implement this aspect of the Final Proposal.

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and Interconnection Service Capacity.

Participating Generators that cease operation after the effective date of this Section 25.6 and select scenarios 1, 2, or 4 must, within twenty-four (24) months of ceasing operation, submit a repower request or a new Interconnection Request in the queue cluster application window. Within thirty-six (36) months of ceasing operation, those in scenarios 4 must terminate their period of unavailability, except when continued maintenance, equipment replacement, repair, or regulatory restrictions require a longer time of unavailability due to restrictions outside the control of the Participating Generator, and where the Participating Generator provides timely notice to the CAISO of such restrictions; and the ISO agrees to agreement not to be unreasonably withheld.

Participating Generators that provided a retirement affidavit prior to the effective date of this section 25.6 will be given the greater of 36 months from ceasing operations or 24 months from the effective date of the new tariff language to submit their repower study request or an interconnection request in the next cluster window.

A Participating Generator is permitted to make the changes to selected status, subject to the limits described in the Sections below, between retirement scenarios. All changes must occur within twenty-four (24) months of the Generating Unit ceasing operation.

All Participating Generators submitting a notice of retirement in accordance with Section 25 and 41 shall select one of the four retirement scenarios provided under Section 25.6. The CAISO shall assess if the Participating Generator is able to retain the Generating Unit's Deliverability Status and Interconnection Service Capacity based on eligibility under the four scenarios described below. The timeline for retention of Deliverability or Interconnection Service Capacity shall be calculated from the date when the Generating Facility ceased operation (and not when the notice of retirement was submitted). Participating Generators that complete submission requirements in the specified timeframes in this Section 25.6 and the applicable Business Practice Manuals retain their Interconnection Service Capacity and Deliverability.

25.6.1 Scenario 1: Repowering / Entered Queue.

Participating Generators under scenario 1 have either (a) submitted a repower request pursuant to Section 25.1.2 of the CAISO Tariff or the appropriate Participating TO's tariff; or (b) will repower by entering the CAISO or Participating TO generator queue cluster application window to be studied pursuant to the RIS (Appendix KK). Participating Generators selecting scenario 1 may change to scenario 3 at any time, but may not change to scenarios 2 or 4.

25.6.2 Scenario 2: Undecided and Decommissioning Generating Unit.

Participating Generators under scenario 2 will decommission and retire the Generating Unit and wish to retain the Generating Unit's Deliverability status and Interconnection Service Capacity, but has not yet (a) completed the assessment for the repowering process; or (b) entered into the CAISO or Participating TO generator interconnection queue after a determination that it is ineligible for the affidavit repowering process. If approved under scenario 2, a TP Deliverability assessment study will determine the amount of Deliverability to be retained. Participating Generators selecting scenario 2 may change to scenario 1 or 3 at any time, but may not change to scenarios 4.

25.6.3 Scenario 3: Permanent Retirement and Release of TP Deliverability.

Participating Generators will be permanently retired. Generating Unit is not permitted to repower, will lose its TP Deliverability and Interconnection Service Capacity, and its existing interconnection agreement will be terminated. Generating Facilities that have expired or terminated Generator Interconnection Agreements by default will be subject to requirements of scenario 3. Participating Generators selecting or assigned to scenario 3 may not change to other scenarios.

25.6.4 Scenario 4: Mothball or Temporary Offline Status

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Participating Generators under scenario 4 will be in mothball or on Outage for longer than twelve continuous months and expect to return to service. If on Outage, the Participating Generator must return to service. Participating Generators selecting scenario 4 may return to service or change to scenario 1 or 3 at any time, but may not change to scenario 2.

25.6.2 In the event a Generating Facility repowers with a lower interconnection service capacity than the Generating Facility's current interconnection agreement capacity and does not submit a repower request or enter the queue cluster application window for the remaining capacity within the timeframe defined above, the interconnection service capacity in the Generating Facility's Generator Interconnection Agreement will be reduced to the capacity of the approved repower.

25.6.3 Participating Generators that retire a portion of a Generating Facility under any scenario and request to continue to operate the remaining units at their Generating Facility must include the intent to operate a portion of their Generating Facility as part of their retirement request. In the event a Generating Facility added battery storage (e.g. via a modification request) and the original generating unit ceases operation and does not complete a repower or return to service within the applicable timeframes outlined above, the original Generating Unit will be considered permanently retired and the Generator Interconnection Agreement will be amended to reflect the technology, interconnection service capacity, and deliverability of the remaining generating unit(s) of the Generating Facility. The Participating Generator may be required, as determined by the ISO or Participating TO, to submit a new modification request to update the technical parameters and model of the Generating Facility.

Appendix DD

Generator Interconnection and Deliverability Allocation Procedures (GIDAP)

8.9 Allocation Process for TP Deliverability

After the Phase II Interconnection Study reports are issued, the CAISO will perform the allocation of the TP Deliverability to Option (A) and Option (B) Generating Facilities that meet the eligibility criteria set forth in Section 8.9.2. The TP Deliverability available for allocation will be determined from the most recent Transmission Plan. Once a Generating Facility is allocated TP Deliverability, the facility will be required to comply with retention criteria specific in Section 8.9.3 in order to retain the allocation.

Allocation of TP Deliverability shall not provide any Interconnection Customer or Generating Facility with any right to a specific MW of capacity on the CAISO Controlled Grid or any other rights (such as title, ownership, rights to lease, transfer or encumber).

The CAISO will issue a market notice to inform interested parties as to the timeline for commencement of allocation activities, for Interconnection Customer submittal of eligibility status and retention information, and anticipated release of allocation results to Interconnection Customers. There are two components to the allocation process.

[Energy Only resources that interconnected under this Appendix DD and later seek TP Deliverability are subject to the tariff provisions and processes in Appendix KK.](#)

Appendix KK

Resource Interconnection Standards (RIS)

6.7 Cluster Study Report Meeting

Within ten (10) Business Days of simultaneously furnishing a Cluster Study Report to each Interconnection Customer within the Cluster and posting such report on the CAISO Website, the CAISO will convene a Cluster Study Report Meeting.

6.7.1 [Not Used]

6.7.2 Modifications.

6.7.2.1 During the course of the Interconnection Studies, the Interconnection Customer, Participating TO, or the CAISO may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to the CAISO, the Participating TO, and the Interconnection Customer, such acceptance not to be unreasonably withheld, the CAISO will modify the Point of Interconnection.

6.7.2.2 Prior to the end of the Customer Engagement Window, modifications permitted under this Section shall include specifically:

- (a) a decrease in the electrical output (MW) of the proposed project; through either (1) a decrease in Generating Facility Capacity or (2) a decrease in Interconnection Service Capacity (consistent with the process described in Section 3.1) accomplished by CAISO-approved limiting equipment;
- (b) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics;
- (c) modifying the interconnection configuration;
- (d) modifying the In-Service Date, Initial Synchronization Date, Trial Operation Date, and/or Commercial Operation Date that meets the criteria set forth in Section 3.5.1.4 and is acceptable to the applicable Participating TO(s) and the CAISO, such acceptance not to be unreasonably withheld; and
- (e) Permissible Technological Advancements consistent with Section 6.7.2.4.

For plant increases, the incremental increase in plant output will go in the next Cluster Application Window for the purposes of cost allocation and study analysis. For any modification other than these, the Interconnection Customer must first request that the CAISO evaluate whether such modification is a Material Modification. The CAISO and Participating TO will study the addition of a Generating Facility that includes at least one electric storage resource using operating assumptions (*i.e.*, whether the interconnecting Generating Facility will

or will not charge at peak load) that reflect the proposed charging behavior of the Generating Facility as requested by the Interconnection Customer, unless the CAISO and Participating TO determine that Good Utility Practice, including Applicable Reliability Standards, otherwise requires the use of different operating assumptions. In response to the Interconnection Customer's request, the CAISO, in coordination with the affected Participating TO(s) and, if applicable, any Affected System Operator, shall evaluate the proposed modifications prior to making them and the CAISO shall inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. The CAISO may engage the services of the applicable Participating TO to assess the modification. Costs incurred by the Participating TO and CAISO (if any) shall be borne by the party making the request under Section 6.7.2, and such costs shall be included in any CAISO invoice for modification assessment activities. Any change to the Point of Interconnection, except for that specified by the CAISO in an Interconnection Study or otherwise allowed under this Section, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

Prior to the return of the executed Interconnection Facilities Study Agreement to the CAISO, the modifications permitted under this Section will include specifically:

- (a) additional fifteen percent (15%) decrease of electrical output of the proposed project through either (1) a decrease in plant size (MW) or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying the CAISO-approved injection-limiting equipment;
- (b) Generating Facility technical parameters associated with modifications to Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer; and
- (c) a Permissible Technological Advancement for the Generating Facility after the submission of the Interconnection Request. Section 6.7.2.4 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 6.7.2.2(c) is a Material Modification. Appendix A to the CAISO Tariff contains a definition of Permissible Technological Advancement.

If any Interconnection Customer requested modification after the Cluster Study report would change the scope, schedule, or cost of the Interconnection Facilities or Network Upgrades, the CAISO will issue a report to the Interconnection Customer. Potential adjustments to the Maximum Cost Responsibility or Maximum Cost Exposure for Network Upgrades for the Interconnection Customer will be determined in accordance with Section 7.4.3.

- 6.7.2.3** The Interconnection Customer shall provide the CAISO a \$30,000 deposit for the modification assessment at the time the request is submitted. Except as provided below, any modification assessment will be concluded, and a response provided to the Interconnection Customer in writing, within sixty (60) calendar days from the date the CAISO receives all of the following: the Interconnection Customer's written notice to modify the project, technical data required to assess the request,

and payment of the \$30,000 deposit. Any request for modification of the Interconnection Request must be accompanied by any resulting updates to the models described in Attachment A to Appendix 1 of this RIS. If the modification request results in a change to the Interconnection Facilities or Network Upgrades the modification assessment could take up to one hundred twenty (120) total calendar days. If the modification assessment cannot be completed within that time period, the CAISO shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

The Interconnection Customer will be responsible for the actual costs incurred by the CAISO and applicable Participating TO(s) in conducting the modification assessment. If the actual costs of the modification assessment are less than the deposit provided by the Interconnection Customer, the Interconnection Customer will be refunded the balance. If the actual costs of the modification assessment are greater than the deposit provided by the Interconnection Customer, the Interconnection Customer shall pay the balance within thirty (30) days of being invoiced. The CAISO shall coordinate the modification request with the Participating TO(s). The Participating TO(s) shall invoice the CAISO for any assessment work within seventy-five (75) calendar days of completion of the assessment, and, within thirty (30) days thereafter, the CAISO shall issue an invoice or refund to the Interconnection Customer, as applicable, based upon such submitted Participating TO invoices and the CAISO's own costs for the assessment.

The CAISO will publish cost data regarding modification assessments in accordance with the terms set forth in a Business Practice Manual.

Notwithstanding any other provision, all refunds pursuant to this Appendix KK will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.

- 6.7.2.4** Interconnection Customers may request Permissible Technological Advancements. Permissible Technological Advancements may include, for example, removing equipment; aligning the Commercial Operation Date with an executed power purchase agreement; adding less than 5 MW of energy storage once without increasing the net output at the Point of Interconnection; and other changes that have little or no potential to affect other Interconnection Customers or Affected Systems, require a new Interconnection Request, or otherwise require a re-study or evaluation. The CAISO will update its Business Practice Manual to list any additional Permissible Technological Advancement approved but not specifically enumerated here when identified. The Interconnection Customer's written request to evaluate technological advancements must include the technical data required to assess the request.

For all Permissible Technological Advancement requests not expressly enumerated in this Section or the Business Practice Manual, the CAISO and Participating TO will determine whether such change would constitute a Material Modification. Such evaluation will include an analysis of the short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability, and impact on other Interconnection Customers. The CAISO will

determine whether a Permissible Technological Advancement request is a Material Modification within thirty (30) calendar days of receipt of the request. Interconnection Customers requesting Permissible Technological Advancements must pay a non-refundable fee of \$2,500.

- 6.7.2.5** Notwithstanding any other provisions in this RIS or the Interconnection Customer's GIA, the Interconnection Customer may not modify its fuel type, including through the addition or replacement of Generating Units, by more than the greater of five percent (5%) of its capacity or 10 MW (but by no more than twenty-five percent (25%) of its capacity), where:
- (a) the Interconnection Customer has exceeded seven (7) years from the date the CAISO received its Interconnection Request without achieving its Commercial Operation Date;
 - (b) the Interconnection Customer's current Commercial Operation Date exceeds seven (7) years from the date the CAISO received its Interconnection Request; or
 - (c) the change in fuel type will require the Interconnection Customer's Commercial Operation Date to exceed seven (7) years from the date the CAISO received its Interconnection Request.

The CAISO will not consider the addition of energy storage; changes to the type, number, or manufacturer of inverters; or insubstantial changes to the Generating Facility as fuel-type modifications. Interconnection Customers may request such modifications pursuant to this RIS.

- 6.7.2.6** In addition to the options provided in this RIS, an Interconnection Customer may convert to Energy Only, Partial Capacity Deliverability Status, or a lower fraction of Partial Capacity Deliverability Status after the completion of its Interconnection Facilities Study. This conversion will become effective through the reassessment process described in Section 7.4. Interconnection Customers electing to convert to Energy Only after the completion of their Interconnection Facilities Studies will forgo eligibility for cash reimbursement for all Network Upgrades, but may receive Merchant Transmission CRRs pursuant to Section 36.11 of the CAISO Tariff. ~~Except (i) as provided in Section 8.9.3.2 (ii) due to not receiving the requested TP Deliverability allocation, or (iii) due to declining a TP Deliverability allocation,~~ Interconnection Customers that become Energy Only after their Interconnection Facilities Study may not reduce their cost responsibility for any assigned Delivery Network Upgrades as a result of converting to Energy Only unless the CAISO and Participating TO(s) determine that the Interconnection Customer's assigned Delivery Network Upgrade(s) is no longer needed for current Interconnection Customers.

- 6.7.2.7** Interconnection Customers may request to downsize their Interconnection Service Capacity pursuant to Section 6.7.2.3. Interconnection Customers with Network Upgrades requesting to downsize will not see the impacts to their Network Upgrades or cost responsibility until the CAISO publishes the reassessment results that include the downsized capacity pursuant to Section 7.4 unless the CAISO can determine the impacts prior to the reassessment. Interconnection Customers with Network Upgrades must submit downsizing requests, including the \$30,000 deposit, by ~~May 30~~ 180 calendar days prior to the next restudy to be included in the following annual reassessment. Once the CAISO publishes the reassessment results, the Participating TO will tender a draft amendment to the Interconnection Customer's Generator Interconnection

Agreement to incorporate any required changes. If an Interconnection withdraws or is deemed withdrawn, any partial recovery of deposits or penalties will be calculated based on the Generating Facility's most recent MW capacity prior to its downsizing request.

A downsizing generator will continue to be obligated to finance the costs of (1) Network Upgrades that its Generating Facility previously triggered, and (2) Network Upgrades that are alternatives to the previously triggered Network Upgrades, if such previously triggered Network Upgrades or alternative Network Upgrades are needed by Interconnection Customers in the same Queue Cluster or later-queued Interconnection Customers, up to the Maximum Cost Exposure of the downsizing generator as determined by the CAISO Tariff interconnection study procedures applicable to the downsizing generator. For determining any changes to a downsizing generator's Network Upgrade cost responsibilities as a result of a reassessment process conducted pursuant to Section 7.4, the CAISO will reallocate the costs of Network Upgrades that are still needed based on the downsizing generator's pre-downsizing share of the original cost allocation.

6.7.2.8 Additional Generation

The Interconnection Customer may request, and the CAISO and Participating TO will evaluate, the addition to the Interconnection Request of a Generating Unit with the same Point of Interconnection indicated in the initial Interconnection Request, if the addition of the Generating Unit does not increase the requested Interconnection Service level. The CAISO and Participating TO must evaluate such modifications prior to deeming them a Material Modification, but only if the Interconnection Customer submits them prior to the return of the executed Interconnection Facilities Study Agreement by the Interconnection Customer to the CAISO. Interconnection Customers requesting that such a modification be evaluated must demonstrate the required Site Control at the time such request is made.

6.7.3 [Not Used]

6.7.4 Commercial Viability Criteria

The CAISO's agreement to modifications requested by the Interconnection Customer pursuant to Section 6.7.2.3 for a Generating Facility or Generating Unit with a Commercial Operation Date that has exceeded or will exceed seven (7) years from the date the Interconnection Request is received by the CAISO will be predicated upon the Interconnection Customer's ability to meet and maintain the following commercial viability criteria:

- a) Providing proof of having, at a minimum, applied for the necessary governmental permits or authorizations, and that the permitting authority has deemed such documentation as data adequate for the authority to initiate its review process;
- b) Providing proof of having an executed power purchase agreement. Power purchase agreements must have the Point of Interconnection, capacity, fuel type, technology, and site location in common with the Interconnection Customer and GIA;
- c) Demonstrating Site Control for 100% of the property necessary to construct the facility through the Commercial Operation Date requested in the modification

request. A Site Control Deposit does not satisfy this criterion;

- d) Having an executed Generator Interconnection Agreement ("GIA"); and
- e) Being in good standing with the GIA such that neither the Participating TO nor the CAISO has provided a Notice of Breach that has not been cured and the Interconnection Customer has not commenced sufficient curative actions.

The CAISO's agreement to an extension of the proposed Commercial Operation Date does not relieve the Interconnection Customer from compliance with this RIS or the GIA, including without limitation the criteria in Section 8.9.3 to retain TP Deliverability. The CAISO will not consider the addition of energy storage; changes to the type, number, or manufacturer of inverters; or insubstantial changes to the Generating Facility as modifications under this Section. Interconnection Customers may request such modifications pursuant to this RIS.

If an Interconnection Customer satisfies all the commercial viability criteria except criterion (b), the CAISO will postpone withdrawing the Generating Facility for one year from the day the Interconnection Customer submits the modification request, or eight years after the CAISO received the Interconnection Request, whichever occurs later. Interconnection Customers may exercise this provision only once. Interconnection Customers exercising this provision must continue to meet all other commercial viability criteria.

If an Interconnection Customer has declared Commercial Operation for a portion of a Generating Facility, or one or more Phases of a Phased Generating Facility, the CAISO will not withdraw the portion of the Generating Facility that is in service and operating in the CAISO Markets. Instead, the portion of the Generating Facility that has not been developed will be withdrawn.

Where the Generating Facility has multiple Resource IDs for the Generating Facility, each Resource ID will have its own Deliverability Status independent from the Generating Facility. Any individual Resource ID may have Full Capacity Deliverability Status where the Generating Facility as a whole would have Partial Capacity Deliverability Status. If the Generating Facility downsizes to the amount in service and operating in the CAISO Markets, it will be Full Capacity Deliverability Status.

6.7.4.1 Annual Review

For Interconnection Customers extending their Commercial Operation Date beyond the seven-year threshold pursuant to Section 6.7.4, the CAISO will perform an annual review of commercial viability. If any Interconnection Customer fails to maintain its level of commercial viability, the CAISO will deem them withdrawn pursuant to Section 3.8. Interconnection Customers will not be subject to annual review requirements in any year the Participating TO unilaterally extends their Commercial Operation Date, but will resume compliance the following year.

8.9 Allocation Process for TP Deliverability

After the Interconnection Facilities Study reports are issued, the CAISO will perform the allocation of the TP Deliverability to Deliverable Option Generating Facilities that meet the eligibility criteria set forth in Section 8.9.2, and Merchant Option Generating Facilities that did not require ADNUs

in their Interconnection Studies. The TP Deliverability available for allocation will be determined from the most recent Transmission Plan. Once a Generating Facility is allocated TP Deliverability, the facility will be required to comply with retention criteria specific in Section 8.9.3 in order to retain the allocation.

Allocation of TP Deliverability shall not provide any Interconnection Customer or Generating Facility with any right to a specific MW of capacity on the CAISO Controlled Grid or any other rights (such as title, ownership, rights to lease, transfer or encumber).

The CAISO will issue a Market Notice to inform interested parties as to the timeline for commencement of allocation activities, for Interconnection Customer submittal of eligibility status and retention information, and anticipated release of allocation results to Interconnection Customers. There are two components to the allocation process.

8.9.1 First Component: Representing TP Deliverability Used by Prior Commitments

The CAISO will identify the following commitments that will utilize MW quantities of TP Deliverability:

- (a) The proposed Generating Facilities corresponding to earlier queued Interconnection Requests meeting the criteria set forth below:
 - (i) proposed Generating Facilities in Queue Cluster 4 or earlier that have executed PPAs with Load-Serving Entities and have GIAs that are in good standing.
 - (ii) proposed Generating Facilities in Queue Cluster 5 and subsequent Queue Clusters that were previously allocated TP Deliverability and have met the criteria to retain the allocation set forth in Section 8.9.3.
- (b) any Maximum Import Capability included as a planning objective in the Transmission Plan and a Subscriber Participating TO that is a non-contiguous portion of the CAISO BAA can use Maximum Import Capability made available by Participating Generators and System Resources if such allocation is made available in accordance with Section 40.4.6.2.1 (Step 13) of the CAISO Tariff; the available Maximum Import Capability made available by the Load Serving Entities that have access to Subscriber Rights until the Load Serving Entity(ies) cease using this Maximum Import Capability allocation or Delivery Network Upgrade(s) pursuant to Section 4.3A4.2(b) of the CAISO Tariff is completed to support the Subscriber Rights and then the TP Deliverability will be awarded to such Subscriber consistent with Section 8.9.1(c) of this RIS;
- (c) any other commitments having a basis in the Transmission Plan, including without limitation, long lead-time resources with corresponding transmission solutions, and any commitments established due to a Subscriber's exercise of its first option to acquire Deliverability made possible by Delivery Network Upgrades pursuant to Section 4.3A.4.2(a) of the CAISO Tariff, provided this first option has been exercised before the Subscriber is no longer eligible to apply for TP Deliverability allocation under Section 8.9 of this RIS. Generating Units possessing Subscriber Rights seeking to receive TP Deliverability must submit a request and will be subject to Sections 8.9.2 and 8.9.3 of this RIS. For each Subscriber that submits a TP Deliverability request, the CAISO will provide the Subscriber with a Queue Position. The CAISO will reserve TP Deliverability for long lead-time resources specified in the Transmission Plan up to the lower of (a) the capacity of deliverable long lead-time resources in the approved Local Regulatory Authority portfolios submitted to the CAISO for the most recent

Transmission Plan, or (b) the transmission capacity created by the Category 1 policy-driven transmission solutions and available on existing transmission for the long lead-time resources.

This first component is performed for the purpose of determining the amount of TP Deliverability available for allocation ~~to the current queue cluster~~ in accordance with section 8.9.2, and shall not affect the rights and obligations of proposed Generating Facilities in Queue Cluster 4 or earlier with respect to the construction and funding of Network Upgrades identified for such Generating Facilities, or their requested Deliverability Status. Such rights and obligations will continue to be determined pursuant to the GIP and the Generating Facility's GIA.

8.9.2 Second Component: Allocating Remaining TP Deliverability

Following the process set forth in Section 8.9.1, the CAISO will allocate any remaining TP Deliverability in the following order.

The CAISO shall allocate available TP Deliverability to all or a portion of the full MW capacity of the Generating Facility as specified in the Interconnection Request. Where a criterion is met by a portion of the full MW generating capacity of the Generating Facility, the eligibility score associated with that criterion shall apply to the portion that meets the criterion. The demonstration must relate to the same proposed Generating Facility as described in the Interconnection Request. Energy Only resources that are in commercial operation, regardless of cluster, can seek TP Deliverability in either group with priority given to Full Capacity Deliverability Status and Partial Capacity Deliverability Status projects within each group.

~~(APPA Group): Eligible to~~ Interconnection Customers' capacity with have executed power purchase agreements, and to Interconnection Customers ~~in the current Queue Cluster~~ that are Load Serving Entities serving their own Load.

~~(B) To Interconnection Customers that are actively negotiating a power purchase agreement or on an active short list to receive a power purchase agreement.~~

~~(C) To Interconnection Customers that have achieved Commercial Operation for the capacity-seeking TP Deliverability.~~

~~(DBConditional Group): Eligible to~~ Interconnection Customers' capacity ~~electing to be~~ subject to Section 8.9.2.3 ~~without a power purchase agreement.~~

Any allocated amounts of TP Deliverability allocations received under the Conditional Group are not transferable.

A scoring process, as further defined in the applicable Business Practice Manual, will be utilized to rank requests seeking a TP Deliverability allocation within each group.

Interconnection Customer's queued projects with Full Capacity Deliverability Status and Partial Capacity Deliverability Status have up to four opportunities to seek an allocation of TP Deliverability during four consecutive TP Deliverability allocation cycles. The first opportunity is limited to the PPA Group where Full Capacity Deliverability Status and Partial Capacity Deliverability Status projects must demonstrate an eligible executed power purchase agreement during the TP Deliverability allocation cycle that commences before issuance of the draft Interconnection Facilities Study report. The Conditional Group will not be open to projects that have not yet received a draft Interconnection Facilities Study report. There is no limit to the number of times operational Energy Only resource can seek a TP Deliverability allocation.

All Full Capacity Deliverability Status and Partial Capacity Deliverability Status projects in a given cluster may seek TP Deliverability in accordance with the allocation group requirements during the next three consecutive TP Deliverability allocation cycles immediately following the issuance of their cluster's draft Interconnection Facilities Study reports. Projects that have been unable to obtain an allocation of TP Deliverability after completing their four opportunities to seek an allocation shall be withdrawn without an opportunity to cure. Projects that receive a Conditional allocation during their fourth and final opportunity will have until the next TP Deliverability retention cycle to retain its Conditional allocation by demonstrating an eligible executed power purchase agreement. If it is unable to retain its allocation, the project shall be withdrawn without an opportunity to cure.

Projects that entered the queue as Full Capacity Deliverability Status or Partial Capacity Deliverability Status and complete a technology addition through the modification process, whether prior to or after achieving Commercial Operation, will be Energy Only for that capacity addition and only be permitted to seek TP Deliverability after the added technology achieves Commercial Operation.

Energy Only capacity seeking TP Deliverability in either group may not trigger the construction of Delivery Network Upgrades pursuant to Section 6.3.2. This includes, without limitation, capacity ~~expansions~~ additions effected through modification requests ~~and capacity converted to Energy Only after failing to receive or retain a TP Deliverability allocation.~~ The CAISO will allocate TP Deliverability to Energy Only Interconnection Customers requesting Deliverability after Full Capacity Deliverability Status FCDS and Partial Capacity Deliverability Status PCDS Interconnection Customers within its allocation group and solely based on TP Deliverability available from existing transmission facilities, from already planned upgrades in the CAISO Transmission Planning Process, or upgrades assigned to an interconnection project that has an executed GIA and currently has a TP Deliverability allocation. Any TP Deliverability that is allocated to an operational Energy Only project cannot be transferred to a project in the interconnection queue but can be transferred to another project in commercial operation in accordance with Section 8.9.9.- ~~Energy Only capacity within an operational project cannot receive a TP Deliverability allocation via a transfer from a queued (non-operational) project.~~

Power purchase agreements associated with Energy Only projects must be with a CAISO LSE with a CAISO resource adequacy obligation, or the interconnection customer must be a CAISO LSE developing the capacity to meet its own CAISO Resource Adequacy obligation. Non-LSE power purchase agreements are not eligible for Energy Only project capacity under the PPA group or for retention requirements under the Conditional Group.

Interconnection Customers requesting Deliverability for Energy Only capacity must submit to the CAISO a non-refundable \$5,000 fee for each Interconnection Request seeking TP Deliverability to fund a study to determine the eligibility of the Energy Only capacity to receive a TP Deliverability allocation. Energy Only projects may not have DNUs constructed if needed and the capacity will not be eligible for a TP Deliverability allocation if the study determines that the project is behind a deliverability constraint.

For project capacity with a current designation of Full Capacity Deliverability Status or Partial Capacity Deliverability Status seeking to receive or retain a TP Deliverability allocation, including through demonstration of Commercial Viability Criteria in accordance with Section 6.7.4, the Interconnection Customer ~~to~~ must represent that it has ~~is negotiating, or is shortlisted for a power purchase agreement for that capacity under this RIS, the agreement must that~~ meets the following criteria:

- (1) the agreement has a term of no less than five (5) years. Interconnection Customers with multiple, short-term agreements for the same capacity may meet this criterion where the combined terms are five (5) years or more; and
- (2) the counterparty must:
 - (a) be a [CAISO](#) Load Serving Entity procuring the capacity to meet its own [CAISO](#) Resource Adequacy obligation; or
 - (b) demonstrate it has a contract to provide the capacity for at least one (1) year to a [CAISO](#) Load Serving Entity for a [CAISO](#) Resource Adequacy obligation.

Interconnection Customers may seek or retain a TP Deliverability allocation [for Full Capacity Deliverability Status projects or Partial Capacity Deliverability Status projects](#) if they meet all tariff criteria except the counterparty criterion (2); however, within thirty (30) days of receiving [or retaining](#) a TP Deliverability allocation [that does not meet criterion \(2\), including through demonstration of Commercial Viability Criteria in accordance with Section 6.7.4](#), they must demonstrate they meet the counterparty criterion or provide a deposit of \$10,000 per MW of allocated TP Deliverability, but in no case less than \$500,000. The CAISO will deposit these funds in an interest-bearing account at a bank or financial institution designated by the CAISO. The CAISO will refund the deposit when the Generating Facility begins Commercial Operation or meets the counterparty criterion, whichever is earlier. To the extent the Interconnection Customer withdraws, is deemed withdrawn, [converts to Energy Only](#), or otherwise downsizes or eliminates the capacity allocated TP Deliverability, the deposit or commensurate portion thereof will be non-refundable, and the CAISO will process it and any accrued interest pursuant to Section 7.6.

For all TP Deliverability allocations [received or retained](#) based upon having [negotiating, or being shortlisted for](#) power purchase agreements, the CAISO will allocate TP Deliverability up to the amount of deliverable MW capacity procured by the power purchase agreement. All Load Serving Entities building Generating Facilities to serve their own Load must be doing so to fulfill a regulatory requirement that warrants Deliverability. Load Serving Entities acting as Interconnection Customers are otherwise eligible for all other attestations.

Notwithstanding any other provision, all refunds pursuant to this Appendix KK will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer [including parent companies and affiliates](#).

8.9.2.1 Deliverability [Affidavits Requests](#)

To determine TP Deliverability allocation [ranked](#) order, Interconnection Customers will be assigned a numerical score reflecting [the](#) its demonstration of having met the criteria below under the methodology set forth in the Business Practice Manual.

- (1) Permitting status. [To receive a score of greater than zero in this category](#) An Interconnection Customer's Generating Facility must meet at least one of the following [criteria](#):

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- a. The Interconnection Customer has received its final governmental permit or authorization allowing the Generating Facility to commence construction.
 - b. The Interconnection Customer has received a draft environmental report document (or equivalent environmental permitting document) indicating likely approval of the requested permit and/or which indicates that the permitting authority has not found an environmental impact which would likely prevent the permit approval.
 - c. The Interconnection Customer has applied for the necessary governmental permits or authorizations and the authority has deemed such documentation as data adequate for the authority to initiate its review process.
 - d. The Interconnection Customer has applied for the necessary governmental permit or authorization for the construction.
- (2) Project financing status. To receive a score greater than zero in this category, An Interconnection Customer's Generating Facility must meet at least one of the following criteria:
- a. The Interconnection Customer has an executed and regulator-approved power purchase agreement where the off-taker is a CAISO LSE procuring the capacity to meet its own CAISO RA obligation, or the Interconnection Customer is a Load Serving Entity serving its own load.
 - ~~b. The Interconnection Customer has an executed power purchase agreement but such agreement has not yet received regulatory approval.~~
 - ~~c. The Interconnection Customer is on an active short list or other commercially recognized method of preferential ranking of power providers by a prospective purchaser Load Serving Entity or procuring entity, or is currently negotiating a power purchase agreement.~~
 - ~~d. The Interconnection Customer is a Load Serving Entity constructing its project to serve its own Load pursuant to a regulatory requirement.~~
- (3) LGIA Status. To receive a score of greater than zero in this category an Interconnection Customer's Generating Facility must meet at least one of the following criteria: Land acquisition
- a. The Interconnection Customer has provided the payment and security to the Participating TO in accordance with Article 5.6.4 of the LGIA (Appendix LL). Performance of these obligations under SGIA (Appendix MM) shall be as defined in Article 5.6.4 of Appendix LL (LGIA). The Interconnection Customer demonstrates a present legal right to begin construction of the Generation Facility on one hundred percent (100%) of the real property footprint necessary for the entire Generating facility.
 - b. The Participating TO has received written authorization to proceed with construction from the Interconnection Customer in accordance with Article 5.6.3 of the LGIA (Appendix LL). Performance of these obligations under SGIA (Appendix MM) shall be as defined in Article 5.6.3 of Appendix LL (LGIA). The Interconnection Customer demonstrates Site

Exclusivity:

c. The Interconnection Customer has provided to the Participating TO/ISO the required GIA Deposit in accordance with Appendix KK, Section 13.3.

In allocating TP Deliverability under this section, in a situation where the available TP Deliverability cannot accommodate all of the full amount requested by Interconnection Customers in a qualifying group, the CAISO will allocate TP Deliverability based on the highest numerical score. In a situation where the available amount of TP Deliverability cannot accommodate all Interconnection Customers requests from non-operational projects capacity with equal scores, the CAISO will allocate the TP Deliverability to the Interconnection Customers capacity with the lowest LDNU cost estimates. In a situation where the available amount of TP Deliverability cannot accommodate all requests from operational Energy Only projects resources with equal scores, the CAISO will allocate the TP Deliverability using Distribution Factors (DFAX), with the project with the lowest DFAX having the higher priority. For all TP Deliverability allocations based upon having, negotiating, or being shortlisted for power purchase agreements, the CAISO will allocate TP Deliverability up to the amount of deliverable MW capacity procured by the power purchase agreement.

All power purchase agreements must require Deliverability above zero for the Interconnection Customer to represent that it has, is negotiating, or is shortlisted for a power purchase agreement. All Load Serving Entities building Generating Facilities to serve their own Load must be doing so to fulfill a regulatory requirement that warrants Deliverability.

8.9.2.2 [Not Used]

8.9.2.3 [Not Used] TP Deliverability Group D

This section applies to any Interconnection Customer that seeks a TP Deliverability allocation under group D, regardless of whether the Interconnection Customer receives an allocation from group D or later converts to Energy Only. For the entire Generating Facility, including Energy Only portions, the Interconnection Customer may not request suspension under its GIA, delay providing its notice to proceed as specified in its GIA, or delay its Commercial Operation Date beyond the date established in its Interconnection Request when it requested TP Deliverability. Extensions due to Participating TO construction delays will extend these deadlines equally. Interconnection Customers that fail to proceed toward their Commercial Operation Dates under these requirements and as specified in their GIAs will be withdrawn.

If an Interconnection Customer demonstrates it has received a power purchase agreement, the portion of the Generating Facility procured by the power purchase agreement is not subject to this Section. Notwithstanding Section 8.9.4, if an Interconnection Customer receives a TP Deliverability allocation in the amount it requested, it must accept the allocation or withdraw.

Interconnection Customers may not seek TP Deliverability through this group D for any capacity that is Energy Only. This includes, without limitation, capacity expansions effected through modification requests and capacity converted to Energy Only after failing to receive or retain a TP Deliverability allocation.

For Interconnection Customers in Cluster 13 or earlier, this Section 8.9.2.3 does not apply to their Generating Facility except for any portion of the Generating Facility that seeks TP Deliverability from Group D.

8.9.3 Retaining TP Deliverability Allocation

Interconnecting Customers that received TP Deliverability must provide documentation demonstrating they meet the following requirements by the annual due date established via market notice pursuant to Section 8.9:

Conditional allocations under the Conditional Group must be retained in the following TP Deliverability allocation cycle with an eligible executed power purchase agreement. If not retained, projects can seek a new allocation pursuant to Section 8.9.2.

For non-operational projects the ISO will require that all LSE or non-LSE off-takers verify that the PPA provided by the interconnection customer is active and meets the tariff requirements for a power purchase agreement. Then, approximately annually, as part of the TPD retention process, all LSE or non-LSE off-takers must confirm that the PPA is still active and continues to meet tariff requirements. If the power purchase agreement with a facility that is not in commercial operation is no longer active or does not meet the requirements, the project will lose its allocation and will be able to re-seek an allocation only if its cluster is eligible to do so. For projects whose cluster has completed all opportunities to seek an allocation, the project will be required to withdraw.

- a. If a project seeks to retain an allocation received from the Conditional Group with a PPA for a portion of the allocated TPD, the project may retain the amount of capacity required by the PPA, become Partial Capacity Deliverability Status and will be eligible to continue to seek to increase its allocation for the remainder of the Project from any group it is eligible for until its cluster is no longer eligible to seek an allocation. Once the cluster is no longer eligible to seek an allocation, any portion of the Project which did not receive a TP Deliverability allocation will be required to Downsize.
- b. For projects consisting of more than one resource technology that seek an allocation or to retain an allocation with a power purchase agreement, the amounts of TP Deliverability requested or retained must align with the requirements of the PPA.

- ~~(1) Interconnection Customers that received TP Deliverability on the basis of negotiating or being shortlisted for a power purchase agreement must execute the agreement.~~
- ~~(2) Interconnection Customers that received TP Deliverability from group D, must demonstrate that they executed a power purchase agreement, are actively negotiating a power purchase agreement, or on an active short list to receive a power purchase agreement. Interconnection Customers that retain TP Deliverability by demonstrating they are actively negotiating or shortlisted for a power purchase agreement must demonstrate they executed the power purchase agreement in the following year.~~

~~Failure to meet the requirements of this Section by the annual due date established via market notice will result in conversion to Energy Only. To the extent TP Deliverability has been allocated, lost, or relinquished only for a portion of the Interconnection Customer's project, this section 8.9.3 will apply to that portion of the project only. An Interconnection Customer's failure to retain its TP Deliverability will not be considered a Breach of its GIA. Except as provided in Section 8.9.3.2, Interconnection Customers that become Energy Only for failure to retain their TP Deliverability allocation may not reduce their Maximum Cost Responsibility or Current Cost Responsibility for any assigned Delivery Network~~

Upgrades unless the CAISO and Participating TO(s) determine that the Interconnection Customer's assigned Delivery Network Upgrade(s) is no longer needed for current Interconnection Customers.

8.9.3.1 [Not Used]

8.9.3.2 Loss of Power Purchase Agreement or Short List Status

Notwithstanding any provision of this RIS, if an Interconnection Customer receives or retains TP Deliverability for all or a portion of its project by attesting that:

(a) it had a power purchase agreement, and the Load Serving Entity or procuring entity unilaterally terminates that power purchase agreement through no fault of the Interconnection Customer, the project will lose the TP Deliverability allocation associated with that power purchase agreement and; or

(b) it was actively negotiating a power purchase agreement or on an active short list to receive a power purchase agreement, and then did not finalize a power purchase agreement.

The Interconnection Customer may park its Interconnection Request, and re-seek TP Deliverability with its Queue Cluster if eligible. Alternatively, However, if such an Interconnection Customer's Queue Cluster is no longer eligible to park and has already completed the TP Deliverability seek an allocation the project cycle after its parking opportunities, the Interconnection Customer will be converted to Energy Only but will not retain cost responsibility for its assigned Delivery Network Upgrades. Such an Interconnection Customer may elect to reduce its Commercial Readiness Deposit as a result, will be withdrawn.

8.9.4 Parking for Generating Facilities[Not Used]

For a Generating Facility in the current Interconnection Study Cycle that either was allocated less TP Deliverability than requested or does not desire to accept the amount allocated the Interconnection Customer shall select one of the following options:

- (1) Withdraw its Interconnection Request
- (2) Enter into a GIA, in which case the Interconnection Request shall automatically convert to Energy Only Deliverability Status. In such circumstances, upon execution of the GIA, any Commercial Readiness Deposit will be adjusted to remove the obligation pertaining to LDNUs
- (3) Park the Interconnection Request; in which case the Interconnection Request may remain in the Interconnection queue until the next allocation of TP Deliverability in which it may participate in accordance with the requirements of Section 8.9.2. Parking an Interconnection Request does not confer a preference with respect to any other Interconnection Request with respect to allocation of TP Deliverability.

An Interconnection Customer that selects option (2) or (3) above may, at the time it selects the option, elect to reduce the generating capacity of its Generating Facility. Parked Interconnection Customers may not submit modification requests except for the following modifications:

- (1) reducing the Interconnection Service Capacity;

- (2) ~~changing fuel type or technology;~~
- (3) ~~Permissible Technological Advancements; or~~
- (4) ~~changing the Point of Interconnection.~~

~~Parked Interconnection Customers must post their Commercial Readiness Deposit prior to submitting any of these modification requests, and submit a modification request pursuant to Section 6.7.2.3 of this RIS.~~

8.9.4.1 Extended Parking for Generating Facilities

~~A Generating Facility that parked its Interconnection Request and participated in a second allocation of TP Deliverability may remain parked for one final (third) allocation of TP Deliverability where: (a) the most recent TP Deliverability allocation shows that TP Deliverability will still be available to the Generating Facility; and (b) the Generating Facility has not been assigned Network Upgrades identified as needed by other Interconnection Customers in the Generating Facility's cluster study group or later cluster study groups. Criterion (b) will not apply where the Generating Facility has been assigned Network Upgrades identified as needed only by other Interconnection Customers in the Generating Facility's own cluster study group and all of those active Interconnection Customers also elect to remain parked.~~

8.9.5 Partial Allocations of Transmission Based Plan Deliverability to Generating Facilities

An Interconnection Customer is not obligated to accept a TP Deliverability allocation for an amount less than requested. If a seeking TP Deliverability request Generating Facility is allocated TP Deliverability in the current Interconnection Study allocation Cycle in an amount less than the amount of TP Deliverability requested, then the Interconnection Customer must choose one of the following options:

- (i) Accept the allocated amount of TP Deliverability and continue to seek allocations in future allocation cycles for which it is eligible pursuant to Section 8.9.2. If the project is Partial Capacity Deliverability Status after exhausting all opportunities to seek an allocation, the project will be required to downsize to become Full Capacity Deliverability Status through a Material Modification request;
- ~~(ii)~~ Reject the allocated amount of TP Deliverability and continue to seek TP Deliverability allocations pursuant to Section 8.9.2;
- (iii) Accept the allocated amount of TP Deliverability and immediately reduce the MW generating capacity of the proposed Generating Facility through a Material Modification request such that the allocated amount of TP Deliverability will provide Full Capacity Deliverability Status to the modified Interconnection Request reduced generating capacity;
- (iv) Accept the allocated amount of TP Deliverability and immediately adjust the Deliverability status of the proposed Generating Facility to achieve Partial Capacity Deliverability corresponding to the allocated TP Deliverability. The remaining project capacity will immediately be converted to Energy Only;

- (iii) ~~For Generating Facilities, accept the allocated amount of TP Deliverability and seek additional TP Deliverability for the remainder of the requested Deliverability of the Interconnection Request in the next allocation cycle. In such instance, the Interconnection Customer shall execute a GIA for the entire Generating Facility having Partial Capacity Deliverability corresponding to the allocated amount of TP Deliverability. Following the next cycle of TP Deliverability allocation, the GIA shall be amended as needed to adjust its Deliverability status to reflect any additional allocation of TP Deliverability. At this time the Interconnection Customer may also adopt options (i) or (ii) above based on the final amount of TP Deliverability allocated to the Generating Facility. There will be no further opportunity for this Generating Facility to participate in any subsequent cycle of TP Deliverability allocation; or~~
- (iv) ~~Decline the allocated amount of TP Deliverability and either withdraw the Interconnection Request or convert to Energy Only Deliverability Status. An Interconnection Customer having a Generating Facility that has not previously parked may decline the allocation of TP Deliverability and park until the next cycle of TP Deliverability allocation in the next Interconnection Study Cycle.~~

~~An Interconnection Customer that selects option (iii) or (iv) above may, at the time it selects the option, elect to reduce the generating capacity of its Generating Facility.~~

Interconnection Customers eligible to seek additional accepting a partial allocations of TP Deliverability may pursue additional deliverability as described in Section 8.9.2.

8.9.6 Declining TP Deliverability Allocation~~[Not Used]~~

~~An Interconnection Customer having a Generating Facility and allocated the entire amount of requested TP Deliverability may decline all or a portion of the TP Deliverability allocation and park the Generating Facility Request as described in Section 8.9.4(3). An Interconnection Customer that selects this option may, at the time it selects the option, elect to reduce the generating capacity of its Generating Facility.~~

8.9.7 Interim Deliverability

If the Generating Facility (or increase in capacity of an existing Generating Facility) achieves its Commercial Operation Date before the Deliverability Assessment is completed or before any necessary Delivery Network Upgrades are in service, the CAISO will determine whether Interim Deliverability is available, and will award it to the Generating Facility. The CAISO will make this determination as soon as practical, but no later than the calendar month before the Generating Facility or capacity increase achieves its Commercial Operation Date. The Generating Facility will maintain any Interim Deliverability until (1) the Interconnection Customer to which that Deliverability was originally allocated achieves its Commercial Operation Date; or (2) the CAISO completes the next scheduled Deliverability Assessment and the Generating Facility's Delivery Network Upgrades are complete, enabling Partial Capacity or Full Capacity Deliverability Status. If the CAISO determines Interim Deliverability is not available, the Generating Facility or capacity increase will be Energy Only until the CAISO completes the next scheduled Deliverability Assessment and the Generating Facility's Delivery Network Upgrades are complete.

8.9.8 Updates to Interconnection Study Results

Upon completion of the allocation of TP Deliverability in accordance with Section 8.9.2, the CAISO will provide the allocation results to the Interconnection Customers for eligible Generating Facilities in the current Queue Cluster ~~and eligible parked Generating~~

Facilities. Each of these Interconnection Customers will then have seven (7) days to inform the CAISO of its decisions in accordance with Sections 8.9.4, 8.9.5, and 8.9.6. Following the CAISO's receipt of this information from all affected Interconnection Customers, the CAISO will provide updates where needed to the Interconnection Study reports for all Generating Facilities whose Network Upgrades have been affected.

8.9.9 Deliverability Transfers

Deliverability may not be assigned or otherwise transferred except as expressly provided by the CAISO Tariff. An Interconnection Customer may reallocate its Generating Facility's Deliverability among its own Generating Units or Resource IDs at the Generating Facility and to other Interconnection Customers interconnected at the same substation and at the same voltage level. The Generating Facility's aggregate output as evaluated in the Deliverability Assessment cannot increase as the result of any transfer, but may decrease based on the assignee's characteristics and capacity. Unless the Interconnection Customer provides the CAISO with an executed Energy Only power purchase agreement for the capacity losing Deliverability at the time it requests the Deliverability transfer, the assignor capacity must be removed from queue by withdrawal or downsizing the Generating Facility. The CAISO will inform the Interconnection Customer of each Generating Unit's Deliverability Status and associated capacity as the result of any transfer. The results will be based on the current Deliverability Assessment methodology.

An Interconnection Customer may request to reallocate its Deliverability among its Generating Units and to other Interconnection Customers interconnected at the same substation and at the same voltage level pursuant to Section 6.7.2.2 of this RIS, Article 5.19 of the LGIA, and Article 3.4.5 of the SGIA, as applicable. A repowering Interconnection Customer may transfer Deliverability as part of the repowering process pursuant to Section 25.1.2 of the CAISO Tariff. An Interconnection Customer expanding its capacity behind-the-meter as a modification request also may transfer Deliverability as part of that process, or subsequently under the other processes in this Section. The assignee of a Deliverability transfer does not need to submit a modification request to receive a transfer.

TPD transfers are prohibited to earlier queued projects. Intra-cluster transfers will be permitted for projects in the same TPD study group following the existing rights and obligations associated with such transfer.

Transfers from Cluster 14 and earlier to Cluster 15 and later are permitted provided the transferring project will remain subject to the Appendix DD retention policies, whereby the receiving project must maintain the same requirements and obligations of the transferring project.

Following a Deliverability transfer, the assignee inherits any requirements, restrictions, or obligations the assignor had as a result of receiving the Deliverability allocation or to retain the Deliverability, including without limitation requirements under Sections 6.7.4, 8.9.2.2, 8.9.2.3, and 8.9.3.

13.6 Shared Network Upgrades

Interconnection Studies and GIAs will identify when Network Upgrades are shared, and their estimated construction timelines. Once identified in the Interconnection Studies, or no later than when the first Interconnection Customer sharing the Assigned Network Upgrade executes its GIA

with for the Assigned Network Upgrade, the CAISO and Participating TO will notify the other Interconnection Customers sharing the Assigned Network Upgrade when their provision of security under Article 11.5 of the GIA will be required based on the construction timeline required to meet the earliest In-Service Date of the Interconnection Customers sharing the Assigned Network Upgrade. All Interconnection Customers sharing the Assigned Network Upgrade must submit (a) their authorizations to proceed with design and procurement of the shared Network Upgrade and (b) their provision of security under Article 11.5 of the GIA for the shared Network Upgrade, by the same deadline. Interconnection Customers and Participating TOs may have separate posting and authorization deadlines for each shared Network Upgrade and other non-shared Network Upgrades, but Interconnection Customers sharing Assigned Network Upgrades must have the same deadlines for them. At all times, Interconnection Customers must have sufficient Commercial Readiness Deposit, GIA Deposit, and provision of security under Article 11.5 of the GIA to meet the requirements of this RIS and the GIA.

All Interconnection Customers sharing the Assigned Network Upgrade must execute an engineering and procurement agreement under Section 12 or a GIA prior to submitting their security for the shared Network Upgrade. Where any Interconnection Customer sharing the Assigned Network Upgrade has not executed either agreement, the Participating TO will tender (1) a draft engineering and procurement agreement if the Interconnection Customer is parked, or (2) a draft GIA or GIA amendment, to the Interconnection Customer no later than one-hundred twenty (120) days before the provision of security deadline. The Interconnection Customer must execute the engineering and procurement agreement or GIA or request that the GIA be filed unexecuted prior to the deadline to post. The failure by an Interconnection Customer to timely (a) execute an engineering and procurement agreement or GIA or request an unexecuted filing, (b) submit the authorization to proceed, or (c) submit the provision of security for the shared Assigned Network Upgrade, under this Section, will result in the Interconnection Request being deemed withdrawn and subject to Section 3.8. The Interconnection Customer will provide the CAISO and the Participating TO with written notice that it has posted the required security no later than the applicable final day for posting.

No later than thirty (30) days after each Interconnection Customer sharing the Assigned Network Upgrade complies with this Section, the Participating TO will commence Construction Activities on the shared Assigned Network Upgrade.

14.5 CAISO as an Affected System

The CAISO and Participating TOs whose system may be impacted by a proposed interconnection on another transmission provider's transmission system will cooperate with the transmission provider with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to the CAISO Controlled Grid.

14.5.1 Applicability

This Section 14.5 outlines the duties of the CAISO and affected Participating TO when the CAISO receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the CAISO Controlled Grid. The interconnection customer will be eligible for repayment of amounts advanced for Network Upgrades consistent with Section 14.3.2.1.

14.5.2 Response to Notifications

When the CAISO receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact the CAISO Controlled Grid, the CAISO must respond in writing within twenty (20) Business

Days whether the Participating TO intends to conduct an Affected System Study.

By fifteen (15) Business Days after the CAISO responds with its affirmative intent to conduct an Affected System Study, the Participating TO will share with Affected System Interconnection Customer(s) and the Affected System Interconnection Customer's host transmission provider a non-binding good faith estimate of the cost and the schedule to complete the Affected System Study. The Affected System Interconnection Customer will submit required technical data and an initial \$1,500 study deposit within The Affected System Interconnection Customer will submit a study request, required technical data, and an initial \$1,500 study deposit when submitting their project for study.

Within five (5) Business Days of receipt of notification of Cluster Restudy, the Participating TO will send written notification to Affected System Interconnection Customer(s) involved in the Cluster Restudy and the host transmission provider that the Participating TO intends to delay a planned or in-progress Affected System Study until after completion of the Cluster Restudy. If the Participating TO decides to delay the Affected System Study, it is not required to meet its obligations under Section 14 of this RIS until the time that it receives notification from the host transmission provider that the Cluster Restudy is complete. If the Participating TO decides to move forward with its Affected System Study despite the Cluster Restudy, then it must meet all requirements under Section 14.5 of this RIS.

14.5.3 Affected System Queue Position

The CAISO must assign an Affected System Queue Position to Affected System Interconnection Customer(s) that require(s) an Affected System Study. Such Affected System Queue Position will be assigned based upon the date of execution of the Affected System Study Agreement. Relative to the CAISO's Interconnection Customers, this Affected System Queue Position will be ~~higher-queued than any Cluster that has not yet received its Cluster Study Report and~~ will be lower-queued than any ~~earlier Cluster that has already received its Cluster Study Report.~~ Consistent with Section 14.5.7 of this RIS, the CAISO and Participating TO(s) will study the Affected System Interconnection Customer(s) via Clustering, and all Affected System Interconnection Customers studied in the same Cluster under Section 14.5.7 of this RIS will be equally queued. A new Affected System Study may need to be delayed until an earlier Affected System cluster is completed if they are in the same study area. For Affected System Interconnection Customers that are equally queued, the Affected System Queue Position will have no bearing on the assignment of Affected System Network Upgrades identified in the applicable Affected System Study. The costs of the Affected System Network Upgrades will be allocated among the Affected System Interconnection Customers in accordance with Section 14.5.9 of this RIS.

14.5.4 Affected System Study Agreement/Multiparty Affected System Study Agreement

Unless otherwise agreed, the Participating TO will provide to Affected System Interconnection Customer(s) an Affected System Study Agreement/Multiparty Affected System Study Agreement, in the form of Appendix 11 or Appendix 12 to this RIS, as applicable, within ten (10) Business Days of the Participating TO sharing the schedule for the Affected System Study per Section 14.5.2 of this RIS.

Upon Affected System Interconnection Customer(s)' receipt of the Affected System Study Report, Affected System Interconnection Customer(s) will compensate the Participating TO for the actual cost of the Affected System Study. Any difference between the study deposit and the actual cost of the Affected System Study will be paid by or refunded to the Affected System Interconnection Customer(s). Any invoices for the Affected System Study will include a detailed and itemized accounting of the cost of the study. Affected

System Interconnection Customer(s) will pay any excess costs beyond the already-paid Affected System Study deposit or be reimbursed for any costs collected over the actual cost of the Affected System Study within thirty (30) calendar days of receipt of an invoice thereof. If Affected System Interconnection Customer(s) fail to pay such undisputed costs within the time allotted, it will lose its Affected System Queue Position. The Participating TO will notify the CAISO and the Affected System Interconnection Customer's host transmission provider of such failure to pay.

14.5.5 Execution of Affected System Study Agreement/Multiparty Affected System Study Agreement

The Affected System Interconnection Customer(s) will execute the Affected System Study Agreement/Multiparty Affected System Study Agreement, deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement to the Participating TO, and provide the Affected System Study deposit within ten (10) Business Days of receipt. If the Participating TO notifies Affected System Interconnection Customer(s) that it will delay the Affected System Study pursuant to Section 14.5.2 of this RIS, Affected System Interconnection Customer(s) are neither required to execute and return the previously tendered Affected System Study/Multiparty Affected System Study Agreement nor provide the Affected System Study deposit for the previously tendered Affected System Study/Multiparty Affected System Study Agreement.

If the Affected System Interconnection Customer does not provide all required technical data when it delivers the Affected System Study Agreement/Multiparty Affected System Study Agreement, the Participating TO will notify the deficient Affected System Interconnection Customer, the CAISO, and the host transmission provider with which Affected System Interconnection Customer seeks to interconnect, of the technical data deficiency within five (5) Business Days of the receipt of the executed Affected System Study Agreement/Multiparty Affected System Study Agreement and the deficient Affected System Interconnection Customer will cure the technical deficiency within ten (10) Business Days of receipt of the notice: provided, however, that such deficiency does not include failure to deliver the executed Affected System Study Agreement/Multiparty Affected System Study Agreement or deposit for the Affected System Study Agreement/Multiparty Affected System Study Agreement. If Affected System Interconnection Customer does not cure the technical data deficiency within the cure period or fails to execute the Affected System Study Agreement/Multiparty Affected System Study Agreement or provide the deposit, the Affected System Interconnection Customer will lose its Affected System Queue Position. The deficiency cure process will repeat until all deficiencies are cured.

14.5.6 Scope of Affected System Study

The Affected System Study will evaluate the impact that any Affected System Interconnection Customer's proposed interconnection to another transmission provider's transmission system will have on the reliability of the CAISO Controlled Grid. The Affected System Study will consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified Affected System Network Upgrades associated with such higher-queued Interconnection Request) that, on the date the Affected System Study is commenced: (i) are directly interconnected to the CAISO Controlled Grid; (ii) are directly interconnected to another transmission provider's transmission system and may have an impact on Affected System Interconnection Customer's interconnection request; (iii) have a pending higher-queued Interconnection Request to interconnect to the CAISO Controlled Grid; and (iv) have no queue position but have executed a GIA or requested that an unexecuted GIA be filed with FERC. The CAISO and Participating TO have no obligation to study impacts of Affected System

Interconnection Customers of which they are not notified.

The Affected System Study will consist of a power flow, stability, and short circuit analysis to the extent those reliability study elements are deemed necessary by the CAISO and the Participating TO based on the proposed interconnection. The Affected System Study Report will: state the assumptions upon which it is based; state the results of the analyses; and provide the potential impediments to Affected System Interconnection Customer's receipt of interconnection service on its host transmission provider's transmission system, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. For purposes of determining necessary Affected System Network Upgrades, the Affected System Study will consider the level of interconnection service requested in megawatts by Affected System Interconnection Customer, unless otherwise required to study the full generating facility capacity due to safety or reliability concerns. The Affected System Study Report will provide a list of facilities that are required as a result of Affected System Interconnection Customer's proposed interconnection to another transmission provider's system, a non-binding good faith estimate of cost responsibility, and a non-binding good faith estimated time to construct. The Affected System Study may consist of a system impact study, a facilities study, or some combination thereof.

14.5.7 Affected System Study Procedures

The CAISO and Participating TOs will use Clustering in conducting the Affected System Study and will use existing studies to the extent practicable, when multiple Affected System Interconnection Customers that are part of a single Cluster may cause the need for Affected System Network Upgrades. The Participating TO will complete the Affected System Study and provide the Affected System Study Report to Affected System Interconnection Customer(s), the CAISO, and the host transmission provider with whom interconnection has been requested within one hundred fifty (150) calendar days after the receipt of the Affected System Study Agreement and deposit. The maximum one hundred fifty (150) calendar day study timeline will begin once all Affected System Interconnection Customers' requests are deemed complete and valid, the study agreement(s) is executed and the increase to the study deposit as outlined in the study agreement has been made by all parties.

At the request of Affected System Interconnection Customer, the Participating TO will notify Affected System Interconnection Customer as to the status of the Affected System Study. If the Participating TO is unable to complete the Affected System Study within the requisite time period, it will notify Affected System Interconnection Customer(s), as well as the transmission provider with which Affected System Interconnection Customer seeks to interconnect, and will provide an estimated completion date with an explanation of the reasons why additional time is required. If the Participating TO does not meet the deadlines in this Section, the Participating TO will be subject to the financial penalties as described in Section 3.11 of this RIS. Upon request, the Participating TO will provide Affected System Interconnection Customer(s) with all supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the Affected System Study, subject to confidentiality arrangements consistent with Section 15.1 of this RIS.

The Participating TO must study an Affected System Interconnection Customer as Energy Only, regardless of the level of interconnection service that the Affected System Interconnection Customer is seeking from the host transmission provider with whom it seeks to interconnect.

14.5.8 Meeting with the CAISO and Participating TO

Within ten (10) Business Days of providing the Affected System Study Report to Affected System Interconnection Customer(s), the Participating TO, the CAISO, and the Affected System Interconnection Customer(s) will meet to discuss the results of the Affected System Study. [This meeting may be waived by the Affected System Interconnection Customer with written notice.](#)

14.5.9 Affected System Cost Allocation

The Participating TO will allocate Affected System Network Upgrade costs identified during the Affected System Study to Affected System Interconnection Customer(s) using a proportional impact method, consistent with Section 6.3.1 of this RIS.

14.5.10 Tender of Affected Systems Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement

The Participating TO will tender to Affected System Interconnection Customer(s) an Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, as applicable, in the form of Appendix 13 or 14 to this RIS, within thirty (30) calendar days of providing the Affected System Study Report. Within ten (10) Business Days of the receipt of the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, the Affected System Interconnection Customer(s) must execute the agreement or request the agreement to be filed unexecuted with FERC. The Participating TO will execute the agreement or file the agreement unexecuted within five (5) Business Days after receiving direction from Affected System Interconnection Customer(s). The Affected System Interconnection Customer's failure to execute the Affected System Facilities Construction Agreement/Multiparty Affected System Facilities Construction Agreement, or failure to request the agreement to be filed unexecuted with FERC, will result in the loss of its Affected System Queue Position.

14.5.11 Restudy

If restudy of the Affected System Study is required, the Participating TO will notify Affected System Interconnection Customer(s) and the CAISO in writing within thirty (30) calendar days of discovery of the need for restudy. Such restudy will take no longer than sixty (60) calendar days from the date of notice. Any cost of restudy will be borne by the Affected System Interconnection Customer(s) being restudied.