TRANSMISSION INTERCONNECTION PROCEDURES FOR “WIRES-TO-WIRES” INTERCONNECTION (TIP)

Any agreement entered into pursuant to the terms and conditions of this draft “PROCEDURES FOR INTERCONNECTING WITH TRANSMISSION FACILITIES OF THE LOS ANGELES DEPARTMENT OF WATER AND POWER” is subject to the acceptance and approval by the Los Angeles City Council (City Council). Furthermore, terms and conditions provided under this draft document are subject to the approval of the City Council by ordinance.
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Section 1. Introduction

These procedures provide a process for reviewing and approving transmission interconnection to facilities owned and operated by the Los Angeles Department of Water and Power (LADWP). Generation interconnections are not covered by this procedure. This document identifies the steps that a prospective interconnecting party (Interconnection Customer) will need to follow and comply in order to interconnect with LADWP.

LADWP also operates facilities that it owns jointly with other entities. For the jointly owned facilities, the Procedures for the Transmission Interconnection will be determined by the joint owners. Such jointly owned facilities are administered pursuant to project ownership agreements by various project Engineering and Operating (E&O), Management, and/or Administrative Committees. In many cases these project committees have developed separate procedures for interconnecting with project facilities. LADWP, as the Operating Agent, must ensure that the Interconnector’s plan of service complies with and is approved by the appropriate Project E&O and Administrative or Management Committees. These jointly owned facilities are listed in Exhibit A and are excluded from this procedure.

This document sets forth the minimum requirements for interconnection with the LADWP’s facilities. There may be additional requirements depending on the location and scope of the proposed interconnection. This document is intended to be a guide only, and does not guarantee interconnections as requested. LADWP may modify and add to these procedures as it deems appropriate.

It is the responsibility of the Interconnector to track and coordinate all necessary review and approval processes and permitting requirements.

Prior to signing of the Interconnection Agreement, the Interconnector is required to become a member of WECC or its successor and its sub-regional planning groups and is required to enter into and comply with the NERC Compliance Program and/or NERC Reliability Standards or their respective successor agreements/programs.

Section 2. Definitions

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

2.2 Affected System shall mean an electric system other than the Transmission Provider’s Transmission System that may be affected by the proposed interconnection.
2.3 **Affected System Operator** shall mean the entity that operates an Affected System.

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

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

2.6 **Applicable Reliability Council** shall mean the reliability council applicable to the Transmission System to which the Transmission Facility is directly interconnected, presently the Western Electricity Coordinating Council (WECC), or its successor.

2.7 **Applicable Reliability Standards** shall mean the requirements and guidelines of the North American Electric Reliability Corporation (NERC), the Applicable Reliability Council, the Transmission Operator and the Balancing Authority of the Transmission System to which the Transmission Facility is directly interconnected.

2.8 **Balancing Authority** shall mean, as such definition may be amended from time to time by NERC, the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

2.9 **Balancing Authority Area** shall mean the collection of generation, transmission and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load resource balance within this area as such definition may be amended from time to time by NERC.

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

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

2.12 **Breaching Party** shall mean a Party that is in Breach of the Transmission Interconnection Agreement.

2.13 **Business Day** shall mean Monday through Friday, excluding Federal Holidays.
2.14 **Clustering** shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Impact Study.

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

2.16 **Critical Energy Infrastructure Information (CEII)** shall have the same meaning provided in 18 C.F.R. § 388.113(c)(1) and shall also include any written, electronic, printed or other materials (including photo copies, data storage devices, transfer data recovery mechanisms or other storage and filing systems) that contain any information which may be described as non-public transmission information including, without limitation, the following: maps, charts, and diagrams, including location, longitude and latitude for any electric systems; electric studies including flow studies, models, base cases and system planning; and any CEII or other materials which contain CEII which has been conspicuously marked by the Disclosing Party as “PROTECTED MATERIALS” or “CONFIDENTIAL INFORMATION” on each page of the relevant materials.

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

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

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

2.20 **Distribution Upgrades** shall mean the additions, modifications, and upgrades to any Participant’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Transmission Facility. Distribution Upgrades do not include Interconnection Facilities.

2.21 **Effective Date** shall mean the date on which the Transmission Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC as appropriate.
2.22 **Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, reliability of, or damage to the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Transmission Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions.

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

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


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

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

2.28 **Good Utility Practice** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
2.29 **Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, including staff, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, or any Affiliate thereof.

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

2.31 **Initial Deposit** shall mean a deposit of $250,000 that Interconnection Customer submits to Transmission Provider upon initiating an Interconnection Request.

2.32 **In-Service** shall mean the demonstration of reliable operation of the Interconnection Customer’ Interconnection Facilities as verified by the Transmission Provider.

2.33 **In-Service Date** shall mean the date of In-Service.

2.34 **Interconnection Customer** shall mean an entity, including that submits an Interconnection Requests to interconnect a transmission line to the Transmission Provider’s Transmission System.

2.35 **Interconnection Facilities** shall mean all the facilities and equipment between the Point of Change of Ownership and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Interconnection Customer’ Transmission Line to the Transmission Provider's Transmission System.

2.36 **Interconnection Facilities Study** shall mean a study conducted by the Interconnection Customer, or a third party consultant to determine a list of facilities (including the Interconnection Facilities as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Interconnection Customer’ Transmission Line to the Transmission Provider’s Transmission System.
2.37 **Interconnection Facilities Study Agreement** shall mean the agreement between the Transmission Provider and the Interconnection Customer.

2.38 **Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the TIP, to interconnect a new transmission line, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing transmission line that is interconnected to the Transmission Provider's Transmission System.

2.39 **Interconnection Service** shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Transmission Line to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity at the Point of Interconnection, pursuant to the terms of the Transmission Interconnection Agreement.

2.40 **Interconnection Study** shall mean any of the following studies: the Interconnection System Impact Study and the Interconnection Facilities Study described in this TIP, but excludes any Optional Study.

2.41 **Interconnection Study Agreement** shall mean any of the following studies: the Interconnection System Impact Study Agreement and the Interconnection Facilities Study Agreement described in this TIP.

2.42 **Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed transmission line interconnection on the safety and reliability of the Transmission Provider’s Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Interconnection Customer’s Transmission Line were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts and potential impacts, including but not limited to those identified in the Scoping Meeting as described in this TIP.

2.43 **Interconnection System Impact Study Agreement** shall mean the agreement between the Transmission Provider, and the Interconnection Customer for conducting the Interconnection System Impact Study.

2.44 **Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s performance, or non-performance of its obligations under the Transmission Interconnection Agreement on behalf of the indemnified Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
2.45 **Material Modification** shall mean those modifications that have a material impact on the cost or timing of any subsequent or existing generator or transmission interconnection request.

2.46 **Network Upgrades** shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the transmission line to the Transmission Provider’s Transmission System.

2.47 **Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of, or in connection with the Transmission Interconnection Agreement or its performance.

2.48 **Party or Parties** shall mean the Transmission Provider and the Interconnection Customer.

2.49 **Point of Change of Ownership** shall mean the point where the Interconnection Customer-owned Transmission Line connects to the Interconnection Facilities of the Transmission Provider.

2.50 **Point of Interconnection** shall mean the point where the Interconnection Facilities connect to the Transmission Provider’s Transmission System.

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

2.52 **Source Station** shall mean the terminal of an Interconnection Customer’s Transmission Line other than the Transmission Provider’s Transmission System.

2.53 **System Protection Facilities** shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider’s Transmission System from faults or other electrical disturbances occurring on the Interconnection Customer’s Transmission Line and (2) the Interconnection Customer’s Transmission Line from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's Transmission System is directly connected.
2.54 Transmission Interconnection Agreement (TIA) shall mean the form of an interconnection agreement applicable to an Interconnection Request pertaining to interconnecting the Interconnection Customer's Transmission Line to the Transmission Provider's Transmission System.

2.55 Transmission Interconnection Procedures (TIP) shall mean these interconnection procedures applicable to an Interconnection Request pertaining to interconnecting the Interconnection Customer's Transmission Line to the Transmission Provider's Transmission System.

2.56 Transmission Facility Interconnection Customer’s Transmission Line shall mean Interconnection Customer-owned transmission line from the Source Station to the Point of Change of Ownership, but shall not include the Interconnection Facilities.

2.57 WECC shall mean Western Electricity Coordinating Council or its successor.

Section 3. Interconnection Requests

3.1 The Transmission Provider shall receive, process, and analyze all Interconnection Requests in a timely manner as set forth in this TIP. The Transmission Provider will use Reasonable Efforts to process and analyze Interconnection Requests from any Interconnection Customer. An Interconnection Customer shall submit to the Transmission Provider an Interconnection Request in the form of Appendix 1 to this TIP and an Initial Deposit as identified in Section 2.31 of this TIP. Interconnection Customer shall submit a separate Interconnection Request and Initial Deposit for each Point of Interconnection.

3.2 To the extent practical, the Transmission Provider will acknowledge receipt of the Interconnection Request to the Interconnection Customer. An Interconnection Request will not be considered to be a valid Interconnection Request until all items in Section 3.1 have been received by the Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.1, the Transmission Provider shall provide the Interconnection Customer with notice of the reasons for such failure, and that the Interconnection Request does not constitute a valid request.

3.3 Interconnection Customer shall provide the Transmission Provider the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with Sections 3.1, 3.2 and 3.3 shall be treated in accordance with Section 3.5.
3.4 Once Transmission Provider determines that the interconnection request contains all of the required information, such Interconnection Request shall be deemed valid.

3.5 Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to the Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of this TIP, except as provided in Section 8.0 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal explaining the reasons for such deemed withdrawal. Upon receipt of such written notice from the Transmission Provider, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify the Transmission Provider of its intent to pursue Dispute Resolution.

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

Section 4. Scoping Meeting

4.1 Following acceptance of a valid Interconnection Request, the Transmission Provider shall establish a date agreeable to Interconnection Customer, and the Transmission Provider for a Scoping Meeting.

4.2 The purpose of the Scoping Meeting shall be to discuss interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection.

4.3 To the extent such information is known, the Scoping Meeting participants will bring to the meeting such technical data, including, but not limited to: (i) general transmission data, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, (v) details concerning any WECC path rating discussions, and (vi) general reliability issues as may be reasonably required to accomplish the purpose of the meeting.

4.4 Scoping Meeting participants will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting.

4.5 On the basis of the meeting, Interconnection Customer and the Transmission Provider shall agree upon a Point of Interconnection within the Transmission Provider's Transmission System.
4.6 At the Transmission Provider's discretion, the Interconnection System Impact Study may be performed by the Transmission Provider, Interconnection Customer, or a third party (the “Study Party”).

4.6.1 If the Study Party is not the Transmission Provider, the Interconnection Study results shall be reviewed and approved by the Transmission Provider prior to the Transmission Provider providing the Interconnection Study results to the Interconnection Customer.

4.6.2 Identification of the Study Party shall be as mutually agreed during the course of the Scoping Meeting.

4.7 If an Interconnection Customer withdraws, or is deemed to have withdrawn its Interconnection Request, the Transmission Provider shall refund to Interconnection Customer, without interest, any portion of Interconnection Customer's deposit or study payments that exceed the costs that the Transmission Provider has incurred.

Section 5. Interconnection System Impact Study Agreement

5.1 As soon as practical following the Scoping Meeting the Transmission Provider shall submit to the Interconnection Customer an Interconnected System Impact Study Agreement in the form of Appendix 2 to this TIP.

5.2 Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the Transmission Provider no later than thirty (30) Calendar Days after its receipt of the agreement from the Transmission Provider.

5.3 The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the Transmission Provider for the actual cost of the Interconnection System Impact Study and that the Transmission Provider will draw upon the Interconnection Customer’s Initial Deposit to perform the study.

5.3.1 In the event that the deposit is not sufficient to cover the costs, including potential re-study in accordance with Sections 6.12 and 7.12, the Transmission Provider shall invoice Interconnection Customer for the actual balance to complete the study. Interconnection Customer shall submit payment no later than fifteen (15) calendar days after it receives the invoice.

5.3.2 After completion of the Interconnection System Impact Study, including any re-study, any remaining deposit shall be applied to the costs of the study.
Interconnection Facilities Study, or, if Interconnection Customer withdraws its request in accordance with Section 3.5, shall be refunded in accordance with Sections 4.7.

5.4 Prior to the return of the executed Interconnection System Impact Study Agreement to the Transmission Provider, the Interconnection Customer may make the following modifications to the Interconnection Request:

5.4.1 modifying the technical parameters associated with the Interconnection Customer’ Transmission Line, and/or

5.4.2 modifying the interconnection configuration

5.5 The Transmission Provider shall also require that Interconnection Customer sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information.

Section 6. Interconnection System Impact Study

6.1 The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission Provider's Transmission System.

6.2 The Interconnection Studies shall also study the impact of the Interconnection Request on Affected Systems.

6.2.1 The Interconnection Customer shall be responsible for coordinating additional studies, as necessary, with the Affected System Operators.

6.2.2 The Transmission Provider will include the such Affected System Operators, when known, in all meetings held with Interconnection Customer.

6.2.3 Interconnection Customer will cooperate with the Transmission Provider in all matters related to the conduct of studies.

6.2.4 Interconnection Customer shall assure that Affected System Operators shall cooperate with the Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

6.3 The Interconnection System Impact Study will consider the Base Case as well as all generating facilities and transmission facilities that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the Transmission
System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) generator interconnection requests that have queue dates earlier than the Relative Position date for the Interconnection Customer’s Interconnection Request; and (iv) other Transmission Interconnections that have executed a TIA or initiated Dispute Resolution.

6.4 The Interconnection System Impact Study will consist of a short circuit duty analysis, a stability analysis, and a power flow analysis. The Interconnection System Impact Study will:

6.3.1 state the assumptions upon which it is based;

6.3.2 state the results of the analyses; and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection;

6.3.3 provide a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

6.4 The party responsible for performing the Interconnection System Impact Study (“Study Party”) shall utilize existing studies to the extent practicable. The Study Party shall use Reasonable Efforts to complete the Interconnection System Impact Study within one hundred and eighty (180) Calendar Days after the receipt of the executed Interconnection System Impact Study Agreement, and technical data.

6.5 If the Study Party determines that it will not meet the required time frame for completing the Interconnection System Impact Study it shall notify the Transmission Provider and Interconnection Customer, as appropriate, and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the Transmission Provider and Interconnection Customer will provide each other with supporting documentation, work papers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with Section 5.5.

6.6 The Transmission Provider shall perform, or cause to be performed, the Interconnection System Impact Study. At the Transmission Provider's discretion, such Interconnection Studies may be performed by the Interconnection Customer. If the Interconnection Customer performs such Interconnection Studies, the Interconnection
Study results will be reviewed and approved by the Transmission Provider prior to the Transmission Provider.

6.6.1 Interconnection Customer may submit to the Transmission Provider, in writing, modifications to any information provided in the Interconnection Request. Interconnection Customer shall determine if the modifications are in accordance with Sections 5.4.1 and 5.4.2 or are determined to be Material Modifications pursuant to Section 6.6.2 and 6.6.3.

6.6.2 Prior to making any modification Interconnection Customer may first request that the Transmission Provider evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the Transmission Provider shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification.

6.6.3 Any change to the Point of Interconnection within the Transmission Provider's Transmission System shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

6.7 Notwithstanding the above, during the course of the Interconnection System Impact Study, either Interconnection Customer or Transmission Provider may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request.

6.7.1 To the extent the identified changes are acceptable to the Transmission Provider and Interconnection Customer, such acceptance not to be unreasonably withheld, the Transmission provider shall modify the configuration in accordance with such changes and proceed with any re-studies necessary.

6.8 The Transmission Provider shall provide base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list upon request subject to confidentiality provisions in TIP Section 5.5.

6.9 Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (ii) transmission projects, including generation and transmission projects that are proposed for the Transmission Provider’s Transmission System for which a transmission expansion plan has been submitted and approved by the applicable authority.
6.10 Following completion of the System Impact Study, the Transmission Provider will submit the System Impact Study Report to the Interconnection Customer.

6.11 To the extent practical, within thirty (30) Business Days of the submittal of the System Impact Study Report, the Transmission Provider will meet with Interconnection Customer to discuss the results of the Interconnection System Impact Study.

6.12 If re-study of the System Impact Study is required due to modifications in the Generator Interconnections that are subject to a queue or re-designation of the Point of Interconnection the Transmission Provider shall notify the Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days to complete from the date of notice. The Transmission Provider will issue a final study to the Interconnection Customer within sixty (60) Calendar Days from the date the Transmission Provider receives the Interconnection Customer’s written notice to continue the study. If the Transmission Provider is unable to complete the re-study within the time period, it shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

Section 7. Interconnection Facility Study

7.1 When the final Interconnection System Impact Study has been approved, the Transmission Provider shall provide to Interconnection Customer an Interconnection Facilities Study Agreement (“IFS Agreement”) in the form of Appendix 3 to this TIP.

7.2 Interconnection Customer shall, within thirty (30) Calendar Days after its receipt, deliver to the Transmission Provider the executed IFS Agreement together with any additional technical data requested in Appendix B by the Transmission Provider.

7.3 The Interconnection Facilities Study (“IFS”) shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the results of the Interconnection System Impact Study in accordance with Applicable Standards and Good Utility Practice to interconnect the Interconnection Customer’s Transmission Line to the Transmission Provider’s Transmission System.

7.4 The Transmission Provider shall conduct the IFS.

7.5 The Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft IFS report to within ninety (90) days following the receipt of an executed IFS Agreement from the Interconnection Customer. If the Transmission Provider determines that it will not meet the required time frame for completing the IFS, the Transmission Provider shall notify Interconnection Customer as to the schedule status of the IFS. If the Transmission Provider is unable to complete the IFS and issue a draft
Interconnection Facilities Study report (“IFS Report”) within the time required, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

7.6 Upon completion of the IFS, the Transmission Provider shall provide the Interconnection Customer with the IFS report and shall schedule a results meeting if requested by the Interconnection Customer.

7.7 Requests by the Interconnection Customer to change any information or data used as the basis for the Facility Study and/or any other study deemed necessary must be submitted in writing to the Transmission Provider for a determination on whether or not such requested change is considered a Material Modification. Any requests made by Interconnection Customer to change any information or data may require a re-study, or other study, be performed. The costs of performing any study work will be borne solely by the Interconnection Customer.

7.8 Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft IFS Report, provide written comments to the Transmission Provider, which the Transmission Provider shall consider to include in the final IFS report.

7.9 The Transmission Provider will prepare a final IFS report and submit, to the extent practical, a final copy to the Interconnection Customer within thirty (30) Business Days of either (1) the IFS results meeting, (2) receiving Interconnection Customer's comments or (3) upon receiving Interconnection Customer's statement that it will not provide comments.

7.10 Upon request, the Transmission Provider shall provide Interconnection Customer supporting documentation, work papers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 5.5.

7.11 Once the IFS Report is deemed final, the Interconnection Customer and the Transmission Provider will commence negotiations for an interconnection agreement.

7.12 If re-study of the IFS is required due to modification in other generator interconnections that are subject to a queue or re-designation in the Point of Interconnection the Transmission Provider shall notify the Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days to complete from the date of notice. The Transmission Provider will issue a final study to the Interconnection Customer within sixty (60) Calendar Days from the date the Transmission Provider receives the Interconnection Customer’s written notice to continue the study. If the Transmission Provider is unable to complete the re-study within the time
period, it shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

Section 8. Disputes

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this TIP or the TIA, or their performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such Notice of Dispute shall not be deemed a waiver of the requirement of, nor construed as compliance with, California Government Code Section 910 et seq., or any successor statute.

8.1 Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party.

8.2 In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to either non-binding or binding arbitration and resolved in accordance with the arbitration procedures set forth below in Section 7.4 below.

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

8.4 Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules"); provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 8, the terms of this Section 8 shall prevail.
8.5 Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this TIP or the TIA and shall have no power to modify or change any provision of this TIP or the TIA in any manner. If the Parties have mutually agreed to binding arbitration, the decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act or the Administrative Dispute Resolution Act or federal or state law.

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

8.7 This TIP and the TIA, and all agreements hereunder shall be interpreted, governed by, and enforced in accordance with the laws of the State of California, as if executed and to be performed wholly within the State of California. Any dispute arising out of or relating to this TIP and the TIA shall be brought in a state or federal court in the County of Los Angeles in the State of California. Each Party irrevocably agrees to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum for non conveniens.

8.8 Notwithstanding the form of this TIP or the TIA, Transmission Provider is a non-public utility under section 201(f) of the Federal Power Act, 16 U.S.C §824(f), and is subject to FERC jurisdiction only in limited circumstances pursuant to 16 U.S.C. §824j-1.

Section 9. Compliance with Applicable Reliability Standards

The Interconnection Customer shall comply with all applicable NERC, WECC and Sub-Regional Planning Group standards for the Interconnection Customer’s Interconnection Facilities. The Transmission Provider will not assume any responsibility for complying with mandatory Reliability Standards for such facilities and offers no opinion as to whether the Interconnection Customer must register with NERC. If required to register with NERC, the Interconnection Customer shall be responsible for complying with all Applicable Reliability Standards for the Interconnection Customer’s Interconnection Facilities.
LADWP operates the following jointly owned facilities that may have additional requirements than this procedure for interconnection:

- **Intermountain Power Project**, which includes
  - Intermountain Switchyard
  - 230-kV Intermountain-Gonder Transmission Line
  - 345-kV Intermountain-Mona Transmission Line 1
  - 345-kV Intermountain-Mona Transmission Line 2
  - +/- 500-kV DC Intermountain-Adelanto Transmission Line and Converters

- **Pacific HVDC Intertie**, which includes
  - +/- 500-kV DC Transmission Line and Converters
  - 230-kV Sylmar Switching Station

- **Navajo Project**, which includes
  - 500-kV facilities at Crystal Substation
  - 500-kV facilities at McCullough Switching Station

- **Mead-Adelanto Project**, which includes
  - Marketplace-Adelanto 500-kV Transmission Line
  - 500-kV line termination facilities at Marketplace Substation
  - 500-kV line termination facilities at Adelanto Switching Station

- **Marketplace Substation** (owned by Mead-Phoenix and Mead-Adelanto Projects), which includes
  - Marketplace-McCullough interconnection facilities
  - Marketplace and Adelanto Static Var Compensators

- **McCullough Substation**
  - 230-kV facilities at McCullough Switching Station
Appendix 1 to TIP: Transmission Interconnection Request

Transmission Interconnection Request To The LADWP System

1. The undersigned Interconnection Customer submits this request to interconnect its (transmission line name) transmission line with the Transmission Provider’s Transmission System pursuant to this TIP.

2. This Interconnection Request is for:

3. Interconnection Customer shall provide the following information:
   a. General description of the facilities associated with the transmission Interconnection Request including location of interconnection;
   b. Proposed In-Service date (Day, Month, and Year);
   c. Name, address, telephone number, and e-mail address of Interconnection Customer’s contact person;
   d. Interconnection Customer Data (set forth in Attachment A)

4. Applicable deposit amount as specified in Section 2.31 of the TIP.

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

   [To be completed by the Transmission Provider]
7. Representative of Interconnection Customer to contact:

    [To be completed by Interconnection Customer]

8. This Interconnection Request is submitted by:

Name of Interconnection Customer: ________________________________

By (signature): ________________________________________________

Name (type or print): ____________________________________________

Title: __________________________________________________________

Date: ___________________
Attachment A to Appendix 1

Interconnection Request

INTERCONNECTION CUSTOMER’ TRANSMISSION LINE DATA
[Should include power flow data]
Appendix 2 to TIP: Interconnection System Impact Study Agreement

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of , 20___ by and between ________________________________, a
________________________ organized and existing under the laws of the State of
________________________, (“Interconnection Customer,”) and the CITY OF LOS ANGELES
acting by and through the DEPARTMENT OF WATER AND POWER, a department
organized and existing under the Charter of the City of Los Angeles, a municipal
corporation of the State of California (“Transmission Provider”). Interconnection
Customer and Transmission Provider each may be referred to as a "Party," or collectively
as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to interconnect the [insert
transmission line name] pursuant to the Interconnection Request submitted by
Interconnection Customer dated _________________; and

WHEREAS, Interconnection Customer desires to interconnect the [insert
transmission line name] with the Transmission System;

WHEREAS, Interconnection Customer has requested the Transmission Provider
to perform, or cause to be performed, an Interconnection System Impact Study to assess
the impact of interconnecting the [insert transmission line name] to the Transmission
System, and of any Affected Systems;

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall
have the meanings indicated in Transmission Provider’s TIP.
2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection System Impact Study consistent with Section 5.0 of this TIP.

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

4.0 The Interconnection System Impact Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting. The Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Customer System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection within the Transmission System Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.

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

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

5.2 identification of any thermal overload or voltage limit violations resulting from the interconnection;
5.3 identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and

5.4 description and non-binding, good faith estimated cost of facilities required to interconnect the Interconnection Customer’s Transmission Line to the Transmission Provider’s Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 Interconnection Customer shall be responsible for all costs incurred by the Transmission Provider in performing the Interconnection System Impact Study. Any difference between the Interconnection Customer’s deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate or applied to subsequent study costs, all as provided for in the TIP.

7.0 The Transmission Provider’s good faith estimate for the time of completion of the Interconnection System Impact Study is [insert date].

8.0 Miscellaneous Provisions

8.1 Indemnification. The Parties shall at all times indemnify, defend, and hold harmless the other Parties, their respective officials (elected or appointed), Boards, officers, managers, agents, employees, assigns and successors in interest, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs of experts and consultants), or losses of any kind or nature whatsoever including, without limitation, business interruption, impairment of contract, death, bodily injury or personal injury to any person, damage or destruction or loss of use to or of any property (financial, physical, or intellectual) by or to third parties (collectively, “Losses”) arising by reason of or incident to or directly or indirectly related to the other Party’s acts, errors or omissions, performance or non-performance or Breach of any of their obligations of or under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
8.2  **Accuracy of Information.** The Interconnection Customer represents and warrants that, to the best of its knowledge and in accordance with Good Utility Practice, the information that it provides to the Transmission Provider in connection with this Interconnection System Impact Study Agreement and the Interconnection System Impact Study is accurate and complete. The Interconnection Customer acknowledges and accepts that it has a continuing obligation under this Interconnection System Impact Study Agreement to promptly provide the Transmission Provider with any additional information required to update the information previously provided within no less than forty-eight (48) hours.

8.3  **Disclaimer of Warranty; Limitation of Liability and Release.** In performing or causing the Interconnection System Impact Study to be performed, the Transmission Provider may rely on the information provided by the Interconnection Customer and third parties, which Transmission Provider may not have any control over the veracity or accuracy of such information. For data, information and other studies submitted by the Interconnection Customer or obtained from third parties or industry sources, TRANSMISSION PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE ELECTRIC INDUSTRY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

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

8.4 Representations and Warranties. The Interconnection Customer represents and warrants that it is free to enter into this Agreement and to perform each of the terms and covenants of it. The Interconnection Customer represents and warrants that it has undertaken or will cooperate with Transmission Provider in undertaking any environmental review required for its proposed project, including but not limited to the California Environmental Quality Act (CEQA) as amended and stated within Cal. Pub. Res. Code §§ 21000-21178 or any successor statute; provided however, Transmission Provider’s undertaking and completion of the System Impact Study, or issuance of a system impact study report, shall neither be construed as a guarantee of an interconnection agreement nor an approval of the proposed project. The Interconnection Customer further represents and warrants it is not restricted or prohibited contractually or otherwise, from entering into and performing this agreement, and that the execution and performance of this Agreement by Interconnection Customer will not constitute a violation or breach of any other agreement between it and any other person or entity.

8.5 Force Majeure. If a Force Majeure Event prevents the Transmission Provider from fulfilling any obligations under this Interconnection System Impact Study Agreement, Transmission Provider shall promptly notify the Interconnection Customer in writing, and shall suspend or modify its performance under said agreement until the Force Majeure Event, to the extent that the effect of the Force Majeure Event cannot be mitigated by use of Good Utility Practice or commercially reasonable efforts. For purposes of this Interconnection System Impact Study Agreement, a “Force Majeure Event” means any event or circumstance caused by reason of Force Majeure that prevents or delays Transmission Provider’s performance under this Agreement which (a) is beyond the reasonable control of the Transmission Provider and (b) was unable to be prevented or provided
against by exercising Good Utility Practice or commercially reasonable efforts. In the event that the Transmission Provider suspended its performance, it shall resume its obligations under this Interconnection System Impact Study Agreement as soon as reasonably possible upon resolution of the Force Majeure Event. In the event that the Parties mutually agree to modify Transmission Provider’s performance as a result of the Force Majeure Event, this Interconnection System Impact Study Agreement shall be modified in accordance with Section 7.12 herein.

8.6 Assignment. This Interconnection System Impact Study Agreement shall not be assigned, conveyed or transferred to any third party unless the Transmission Provider consents to such assignment, conveyance or transfer in writing.

8.7 Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.

8.8 Venue. All litigation arising out of, or relating to this Interconnection System Impact Study Agreement, shall be brought in a court of competent jurisdiction located in Los Angeles County, in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

8.9 Waivers. Any waiver, which such waiver must be in writing, at any time by any Party of its rights with respect to a default under this Interconnection System Impact Study Agreement, or with respect to any other matter arising in connection with said agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation in asserting or enforcing any right, shall not be deemed a waiver of such right.

8.10 Binding Effect. This Interconnection System Impact Study Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors.

8.11 Attorney Fees and Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.
8.12 **Entire Agreement.** This Interconnection System Impact Study Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter herein. This Agreement may be amended only by a written document signed by both Parties.

9.0 **Termination or Withdrawal.** Any request to terminate or withdraw from a study, expressly excepting any request for an extension of time on the Interconnection System Impact Study not to exceed one year from the date that the Transmission Provider commenced the study, shall be deemed as a withdrawal of the Interconnection Request in accordance with Section 4.7 of the TIP.

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

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES

By: __________________________

Title: __________________________

Date: __________________________

[Insert name of Interconnection Customer]

By: __________________________

Title: __________________________

Date: __________________________
Attachment A To Appendix 2

Interconnection System Impact Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION SYSTEM IMPACT STUDY

The Interconnection System Impact Study will utilize the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

[The above assumptions to be completed by Interconnection Customer, and any other assumptions that might be provided by Interconnection Customer and Transmission Provider should be listed in the space below]
Appendix 3 to TIP-Interconnection Facilities Study Agreement

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of , 20___ by and between, a ________________________ organized and existing under the laws of the State of _____________________, ("Interconnection Customer," and the CITY OF LOS ANGELES acting by and through the DEPARTMENT OF WATER AND POWER, a department organized and existing under the Charter of the City of Los Angeles, a municipal corporation of the State of California ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to interconnect [insert transmission line name] pursuant to the Interconnection Request submitted by Interconnection Customer dated ______ _______ and

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

WHEREAS, Interconnection Customer has requested the Transmission Provider to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the [insert transmission line name] to the Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:
1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Transmission Provider’s TIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause an Interconnection Facilities Study consistent with Section 6.0 of this TIP.

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

4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), schedule for required facilities to interconnect the [insert transmission line name] to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

5.0 Interconnection Customer shall be responsible for all costs incurred by the Transmission Provider in performing the Interconnection Facilities Study. Any difference between the Interconnection Customer’s deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate or applied to subsequent study costs, all as provided for in the TIP.

6.0 Miscellaneous Provisions

6.1 Indemnification. The Parties shall at all times indemnify, defend, and hold harmless the other Parties, their respective officials (elected or appointed), Boards, officers, managers, agents, employees, assigns and successors in interest, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs of experts and consultants), or losses of any kind or nature whatsoever
including, without limitation, business interruption, impairment of contract, death, bodily injury or personal injury to any person, damage or destruction or loss of use to or of any property (financial, physical, or intellectual) by or to third parties (collectively, “Losses”) arising by reason of or incident to or directly or indirectly related to the other Party’s acts, errors or omissions, performance or non-performance or Breach of any of their obligations of or under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

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

6.3 Disclaimer of Warranty; Limitation of Liability and Release. In performing or causing the Interconnection Facilities Study to be performed, the Transmission Provider may rely on the information provided by the Interconnection Customer and third parties, which Transmission Provider may not have any control over the veracity or accuracy of such information. For data, information and other studies submitted by the Interconnection Customer or obtained from third parties or industry sources, TRANSMISSION PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE ELECTRIC INDUSTRY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

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

6.4 Representations and Warranties. The Interconnection Customer represents and warrants that it is free to enter into this Agreement and to perform each of the terms and covenants of it. The Interconnection Customer represents and warrants that it has undertaken or will cooperate with Transmission Provider in undertaking any environmental review required for its proposed project, including but not limited to the California Environmental Quality Act (CEQA) as amended and stated within Cal. Pub. Res. Code §§ 21000-21178 or any successor statute; provided however, Transmission Provider’s undertaking and completion of the Facilities Study, or issuance of a system impact study report, shall neither be construed as a guarantee of an interconnection agreement nor an approval of the proposed project. The Interconnection Customer further represents and warrants it is not restricted or prohibited contractually or otherwise, from entering into and performing this agreement, and that the execution and performance of this Agreement by Interconnection Customer will not constitute a violation or breach of any other agreement between it and any other person or entity.

6.5 Force Majeure. If a Force Majeure Event prevents the Transmission Provider from fulfilling any obligations under this Interconnection
Facilities Study Agreement, Transmission Provider shall promptly notify the Interconnection Customer in writing, and shall suspend or modify its performance under said agreement until the Force Majeure Event, to the extent that the effect of the Force Majeure Event cannot be mitigated by use of Good Utility Practice or commercially reasonable efforts. For purposes of this Interconnection Facilities Study Agreement, a “Force Majeure Event” means any event or circumstance caused by reason of Force Majeure that prevents or delays Transmission Provider’s performance under this Agreement which (a) is beyond the reasonable control of the Transmission Provider and (b) was unable to be prevented or provided against by exercising Good Utility Practice or commercially reasonable efforts. In the event that the Transmission Provider suspended its performance, it shall resume its obligations under this Interconnection Facilities Study Agreement as soon as reasonably possible upon resolution of the Force Majeure Event. In the event that the Parties mutually agree to modify Transmission Provider’s performance as a result of the Force Majeure Event, this Interconnection Facilities Study Agreement shall be modified in accordance with Section 7.12 herein.

6.6 Assignment. This Interconnection Facilities Study Agreement shall not be assigned, conveyed or transferred to any third party unless the Transmission Provider consents to such assignment, conveyance or transfer in writing.

6.7 Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.

6.8 Venue. All litigation arising out of, or relating to this Interconnection System Impact Study Agreement, shall be brought in a court of competent jurisdiction located in Los Angeles County, in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

6.9 Waivers. Any waiver, which such waiver must be in writing, at any time by any Party of its rights with respect to a default under this Interconnection Facilities Study Agreement, or with respect to any other matter arising in connection with said agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation
in asserting or enforcing any right, shall not be deemed a waiver of such right.

6.10 Binding Effect. This Interconnection Facilities Study Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors.

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

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

7.0 Termination or Withdrawal. Any request to terminate or withdraw from a study, expressly excepting any request for an extension of time on the Interconnection Facilities Study not to exceed one year from the date that the Transmission Provider commenced the study, shall be deemed as a withdrawal of the Interconnection Request in accordance with Section 4.7 of the TIP.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES

By: __________________________

Title: _________________________

Date: _________________________

[Insert name of Interconnection Customer]

By: __________________________

Title: _________________________

Date: _________________________
Attachment A to Appendix 3

Interconnection Facilities Study Agreement

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

Provide location plan and simplified one-line diagram of the transmission facilities.

One set of metering is required for each transmission connection to the Transmission Provider’s Transmission System facility.

On the one-line diagram indicate the transmission capacity of the transmission interconnection (Maximum load on CT/PT)

Provide a 7.5-minute quadrangle of the project. Such quadrangle shall include the Interconnection Customer’s Transmission Line.

* To be completed in coordination with the Transmission Provider.

Is the Interconnection Customer’ Transmission Line in the service area of the Transmission Provider?

_____ Yes   _____ No   Local provider: ________________________________
Please provide proposed schedule dates:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin Construction</td>
<td></td>
</tr>
<tr>
<td>Equipment Testing</td>
<td></td>
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<tr>
<td>In-Service</td>
<td></td>
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