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September 21, 2026

VIA ELECTRONIC FILING

The Honorable Debbie-Anne Reese
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Midcontinent Independent System Operator, Inc.
Docket No. ER26-_____-000
Legacy Queue Acceleration Proposal and Request for Expedited Action, Shortened Comment Period, and Waiver of the Sixty-Day Prior Notice Requirement

Dear Secretary Reese:

The Midcontinent Independent System Operator, Inc. ("MISO"), through this collaborative filing initiated by stakeholders, hereby submits[1] revisions to its Attachment X, Generator Interconnection Procedures ("GIP") to provide MISO sufficient tools to clear its final, legacy queue cycle—DPP-2022—and prevent boundless Interconnection Study restudies in Phase III of the Definitive Planning Phase ("DPP") process. This filing is consistent with the goals of Order Nos. 2003[2] and 2023[3] because it ensures efficient administration of the interconnection queue, including the administration of its queue backlog; reduces the DPP study timeline by limiting the opportunity and number of restudies in Phase III; and in turn enabling Interconnection Customers to make better informed commercial decisions as a result. To ensure DPP-2022 Interconnection Customers can avail themselves of this proposal prior to the closing of its Decision Point II, MISO respectfully requests a shortened, fourteen (14) day comment period with expedited Commission action on this filing no later than October 19, 2026, and an October 19, 2026 effective date. MISO

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1 MISO makes this filing pursuant to section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, and section 35.17 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations, 18 C.F.R. § 35.17 (2026). All capitalized terms in this filing that are not otherwise defined have the same meaning as they have under the current MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff" or "MISO Tariff").

2 *See Standardization of Generator Interconnection Agreements & Procs.*, Order No. 2003, 104 FERC ¶ 61,103, at P 826 (2003), *order on reh'g*, Order No. 2003-A, 106 FERC ¶ 61,220, *order on reh'g*, Order No. 2003-B, 109 FERC ¶ 61,287 (2004), *order on reh'g*, Order No. 2003-C, 111 FERC ¶ 61,401 (2005), *aff'd sub nom. Nat'l Ass'n of Regul. Util. Comm'rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007) (collectively, "Order No. 2003").

3 *Improvements to Generator Interconnection Procedures and Agreements*, Order No. 2023, 88 FR 61,014 (Sept. 6, 2023), 184 FERC ¶ 61,054 (2023) ("Order No. 2023"), *order on reh'g and clarification,* Order No. 2023-A, 89 FR 27,006 (April 24, 2024), 186 FERC ¶ 61,199 (2024)) ("Order No. 2023-A)(collectively, Order No. 2023).

requests a waiver of the sixty (60) day prior notice requirement contained in 18 C.F.R. § 35.3 for good cause shown, as discuss more fully below.

I. BACKGROUND

This filing is the product of a uniquely collaborative process between MISO and a coalition of stakeholders, who together identified and addressed the immediate challenges facing MISO's final and largest legacy queue cycle, DPP-2022. Through extensive engagement and consensus-building, stakeholders and MISO jointly developed targeted reforms to accelerate legacy queue resolution, improve study accuracy, and eliminate the risk of perpetual restudies. This proposal reflects the priorities of both MISO and its stakeholders, forming the foundation for this submission and ensuring that the recommended changes are responsive to the needs of Interconnection Customers and the broader Transmission System.

The proposal introduces a suite of targeted reforms designed to clear the DPP-2022 Cycle and prevent all future DPP cycles entering Phase III, inclusive of DPP-2022, from endless restudies in Phase III. It grants Interconnection Customers in the DPP-2022 Cycle a one-time, unconditional opportunity to withdraw from the queue penalty-free at Decision Point II, encouraging timely exits for unviable projects. In exchange, the threshold for penalty-free withdrawal after Decision Point II is increased. For the DPP-2022 Cycle and thereafter, the number of Phase III restudies is strictly limited to one, if necessary, to ensure the reliability of the Transmission System. These measures will accelerate the resolution of legacy queue congestion, provide greater cost certainty for Interconnection Customers, and prevent prolonged study timelines that have historically hindered Interconnection Customers from getting generation onto the Transmission System.

A. MISO's efforts to address its legacy queues

MISO has continuously improved its DPP processes for both new and legacy DPP cycles; however, many of those queue efficiency improvements are not effective for those legacy cycles and therefore jeopardize the timeliness of newer cycles. The Commission has accepted several queue improvements proposals by MISO to reduce speculation of the Interconnection Requests submitted,[4] improve the efficiency of the DPP process[5] in addition to the data received from those studies,[6] and improve the coordination procedures between MISO and its Affected System

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[4] *See e.g., Midcontinent Indep. Sys. Operator, Inc.*, 186 FERC ¶ 61,054 (2024) (order accepting revisions to financial milestone, adoption of an Automatic Withdrawal Penalty, and expanded site control requirements effective starting with the DPP-2023 Cycle).

[5] *See e.g., Midcontinent Indep. Sys. Operator, Inc.*, 178 FERC ¶ 61,141 (2022) (order accepting reduced GIP timeline reforms introducing two (2) Phase III GIA negotiation paths to provide flexibility for Interconnection Customers to execute service agreements without full cost certainty starting with cycles in Phase III on or before March 12, 2022, but had not yet started the Final System Impact Study).

[6] MISO adopted the SUGAR software designed to: (1) enable the dispatch and solve of complex models, (2) automate the steady state thermal and voltage analyses, (3) automate the mitigation of constraints in accordance with the established whitepaper, (4) automate cost allocation and reporting; reducing likelihood of human-error in those calculations. SUGAR has also encouraged the clarification of methodologies, which is necessary for

partners.[7] The Commission then issued Order No. 2023, which offered additional opportunities for MISO to improve the DPP.[8] Notwithstanding these efforts, neither MISO's most critical reforms nor the Commission's recent reforms in Order No. 2023 apply to legacy cycles and namely DPP-2022.

B. Phase III Restudies and the Impacts on Legacy Queue Cycle Resolution

Pre-DPP-2023 Cycles have experienced cascading withdrawals as a result, which have led to iterative restudies in Phase III of the DPP.[9] Because the Tariff obligates MISO to proceed to the next DPP phase when the final study report is issued with no consideration for delays related to restudies in a particular study region,[10] one (1) restudy in a study region necessarily delays the entire cycle. This, in turn, increases the likelihood of restudies in all study regions if a project electrically impacts a project in another study region. This is particularly challenging for Interconnection Customers in Phase III, and specifically those Interconnection Customers who would otherwise be ready to execute the Generation Interconnection Agreement ("GIA"). Additionally, and as discussed *infra*, withdrawals of higher queued Interconnection Customers with effective GIAs may also trigger a restudy.[11] The number of restudies within each study region can vary greatly, which further increases the volatility of study timelines and Network Upgrade costs estimates in Phase III.

For example, the DPP-2019 Cycle consisted of approximately 300 Interconnection Requests consisting of approximately 44.1 GW of capacity.[12] The Central study region represented approximately 109 Interconnection Requests consisting of approximately 17.53 GW of capacity. As below illustrated in Table 1, MISO posted the Phase III Final System Impact Study

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writing automation requirements, such as NRIS Deliverability Analysis and methodologies used to evaluate Local Planning Criteria.

7 *See e.g.*, *Midcontinent Indep. Sys. Operator, Inc.*, 183 ¶ 61,277 (order accepting jointly filed revisions to the MISO-Southwest Power Pool, Inc. Joint Operating Agreement to clarify affected system coordination procedures and address limiting elements associated with tie lines effective for Affected System Studies conducted after July 2, 2023).

8 The Commission granted a July 22, 2025 effective date for the reforms under Order No. 2023. MISO's third compliance filing is pending before the Commission in Docket No. ER24-2046-003.

9 As a practical matter, restudies in Phases I and II are unnecessary, as the subsequent study phase serves as the restudy. MISO performs the Final System Impact Study and the Network Upgrade Facilities Study in DPP Phase III.

10 MISO performs its studies within five (5) established interconnection queue study regions: West, Central, South, East-ATC/UP, and East-ITC. The study regions play an important role in ensuring efficient administration of the DPP studies and that each DPP cycle moves to the next phase of studies together.

11 Section 7.5 of the GIP ("If a restudy of any Interconnection Study is required *because an Interconnection Request withdraws or is deemed to have withdrawn prior to all GIAs, TCAs, FCAs, and/or MPFCAs, as applicable, for each Definitive Planning Phase cycle have been executed or filed unexecuted with the Federal Energy Regulatory* Commission…")

12 All queue information is publicly in its GI Interactive Queue, *available at*: https://www.misoenergy.org/planning/resource-utilization/GI_Queue/gi-interactive-queue/.

results for DPP-2019 on January 30, 2023. Because the Tariff does not limit[13] the number of restudies or study report revisions,[14] the other four (4) DPP-2019 Cycles were delayed while the DPP-2019 Central study region subsequently underwent nine (9) restudies and four (4) study report revisions alone. See Table 2. Over one and a half years later, the DPP-2019 Central restudies concluded after the conclusion of the August 28, 2025 restudy. See Table 1. Note the delay in withdrawal notices upon completing a restudy. MISO's Tariff also does not have an administrative process for Phase III. Thus, Interconnection Customers are allowed to withdraw at any point after the restudy and then trigger additional restudies. See Table 1. The lack of administrative guardrails in the Tariff contributes to MISO's inability to efficiently resolve DPP cycles.

Table 1: ***Timeline of DPP-2019 Central Withdrawals and Post- Phase 3 Revisions and Restudies***

DPP-2019 Central Post-Phase III Study Activities	Date Completed
Initial Final System Impact Study Report Issued	January 30, 2023
Withdrawal	January 31, 2023
Restudy 1	February 1, 2023
Withdrawal	February 6, 2023
Restudy 2	March 3, 2023
Withdrawal	March 7, 2023
Restudy 3	March 30, 2023
Withdrawal	September 5, 2023
Restudy 4	January 17, 2024
Report Revision 4.1	January 22, 2024
Report Revision 4.2	January 26, 2024
Report Revision 4.3	January 31, 2024
Withdrawal	February 27, 2024
Withdrawal	March 8, 2024
Restudy 5	April 4, 2024
Report Revision – 5.1	May 1, 2024
Withdrawal	May 3, 2024
Restudy 6	September 12, 2024
Withdrawal	December 13, 2024
Restudy 7	January 6, 2025
Withdrawal	February 10, 2025
Restudy 8	April 22, 2025
Withdrawal	August 5, 2025
Restudy 9	August 28, 2025

[13] *See* Section 7.5 of the GIP.

[14] MISO will revise a study report—as opposed to declaring a restudy—if the overall cost of a Network Upgrade portfolio remains the same and no reliability impacts to the Transmission System are identified. In such cases, MISO reallocates the costs among remaining Interconnection Customers.

Table 2*: Number of Phase III restudies for pre-Order No. 2023 DPP Cycles by study region*[15]

Region	Study Cycle	Restudies
Central	DPP-2019	13
Central	DPP-2020	3
East-ATC	DPP-2019	1
East-ATC	DPP-2020	3
East-ATC	DPP-2021	2
East-ITC	DPP-2020	1
South	DPP-2019	1
South	DPP-2020	3
South	DPP-2021	2
West	DPP-2019	2
West	DPP-2020	2
West	DPP-2021	1

Relatedly, the Tariff does not establish a point in time by which Interconnection Customers' study results and the resulting cost estimates are consider final—even at the conclusion of the nine (9) Final Interconnection System Impact Study restudies.[16] As a result, withdrawals of Interconnection Requests in the same or higher queued cycles, including those with GIAs, trigger an evaluation for restudy long after MISO has completed its study. Under Section 7.5 of the GIP, MISO must evaluate the necessity of an Interconnection Study "prior to *all* GIAs, TCAs, FCAs, and/or MPFCAs, as applicable *for each respective Definitive Planning Phase have been executed or filed unexecuted with the Federal Energy Regulatory Commission.*" In practice, MISO is required to evaluate the impact of a withdrawal after MISO has tendered a GIA under Section 11.1 of the GIP; after the negotiation period of the GIA has started under Section 11.2 of the GIP; and even up to the date the GIA is filed, so long as the Interconnection Customer elected to file the agreement unexecuted. Thus, the window for restudy exposure is artificially extended by the negotiation process (90) Business Days[17] alone.

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[15] With respect to the restudies in DPP-2019 Central, four (4) of the thirteen (13) restudies were report revisions.

[16] *See* Section 7.5 of the GIP (emphasis added). Although "Interconnection Study" is broadly defined to include certain non-DPP studies, as a practical matter, those studies do not impact the DPP because they are studied serially and outside of the DPP. Thus, these revisions serve to address Final System Impact Study restudies performed in Phase III.

[17] This timeline reflects a five (5) Business Day time period to tender the GIA, twenty (20) Business Days to provide MISO comments on the tendered GIA, up to forty (40) Business Days to negotiate the GIA, fifteen (15) Business Days to execute or elect to file unexecuted the GIA, and, finally, ten (10) Business Days for MISO to file the agreement.

While progressively higher withdrawal penalties[18] aid in deterring speculative Interconnection Requests, MISO has observed Interconnection Customers with cost-prohibitive projects linger in Phase III. This is especially common practice when the project is on the cusp of qualifying for penalty-free withdrawal due to substantial increases in Network Upgrade costs over the course of the DPP.[19] The lack of restudy parameters or a formalized conclusion to the DPP incentivizes delays in DPP process and GIA negotiations, exacerbating delays to already delayed legacy queue cycles, such as DPP-2022. This gaming behavior is antithetical to the principle that late-stage projects are purported to be among the least speculative projects because of—not despite—increased financial commitments.[20]

Based on the behavior of previous cycles alone, MISO expects the DPP-2022 Cycle to meet a similar fate: cascading withdrawals and thus, the propensity for recurrent restudies and on a much larger scale. DPP-2022 began with approximately 911 Interconnection Requests consisting of 161.2 GW and represents the largest MISO DPP cycle to date. Today, 386 of those Interconnection Requests remain, totaling 72.1 GW of capacity. The DPP-2022 Cycle is a much larger cycle than DPP-2019: approximately 54.6 GW of capacity—75.7% larger—and even after factoring in Decision Point I withdrawals. DPP-2019 had seventeen (17) total restudies or revisions with DPP-2019 Central having nine (9) restudies alone. See Table 2. Accounting for each sixty (60) day restudy period[21] and the size of DPP-2022, the delays that plagued the DPP-2019 cycle serve as a conservative estimate of the potential delays in DPP-2022: one and a half years. Perpetual restudies of large queue cycles are a forgone conclusion and the timing risks associated with unmitigated restudies are directly correlated to the size and complexity of the queue.[22] While the DPP process strives to provide the most accurate cost estimates and study results, at the end of the DPP, the DPP must end. Thus, in August of 2026, MISO began to develop a proposal to limit this window and formalize a final Phase III restudy process, among other proposals.[23]

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18 *See* Section 7.6.2.1.1 of the GIP.

19 *Id*.

20 Order No. 2023 at P 691 ("[B]ecause the interconnection customer's total commercial readiness deposit held by the transmission provider increases as the interconnection process proceeds, we find that this approach will encourage interconnection customers not ready to proceed through the interconnection process—or whose projects become commercially non-viable during the interconnection process—to withdraw earlier in the process, thereby lessening the incidence of late-stage withdrawal that result in delays and restudies.")

21 Note, Interconnection Customers are not prohibited from withdrawing prior to the completion of the restudy under the Tariff. See Table 1.

22 Order No. 2023 at P 41 ("In addition to the drastic increase in the number of interconnection requests in all regions of the country, evidence shows that interconnection studies have increased in complexity since the Commission issued Order No. 2003, potentially straining transmission provider resources.")

23 Because MISO's first initial proposal was not developed in contemplation of the proposal herein, it contained other proposals related to financial impacts to remaining projects. As discussed in more detail *infra*, MISO elected to postpone bringing that piece of its proposal in the interest of the more pressing and aligned goals.

C. Stakeholder Legacy Queue Cycle Initiative and Collaboration with MISO

Separately, but in parallel with MISO's development of its proposal to address Phase III restudies, a coalition of MISO stakeholders[24] (herein referred to as "the Stakeholder Coalition") developed a proposal of "[t]argeted reforms to reduce legacy queue congestion, improve study accuracy, and accelerate completion of delayed DPP clusters."[25] As is relevant here,[26] the Stakeholder Coalition proposed a "one-time unconditional, penalty-free exit" at Decision Point II, increased thresholds to qualify for penalty free withdrawal after Phase III, and "one final restudy" backstop to prevent boundless restudies in Phase III.[27] The Stakeholder Coalition's proposal noted that "[p]rolonged study timelines have exposed projects to significant changes in financing costs, equipment pricing, and commercial assumptions in the face of unprecedented factors, including inflation, tariffs, and supply chain constraints."[28] Notably, despite these cost concerns and significant regulatory pressures, the Stakeholder Coalition acknowledged the "withdrawal penalties and thresholds for penalty-free withdrawal discourage non-viable projects from exiting the queue."[29]

On September 1, 2026, the Stakeholder Coalition presented its proposal to the Interconnection Process Working Group ("IPWG"). Stakeholders expressed significant interest in the Stakeholder Coalition's proposal as applied to the DPP-2022 Cycle during the September 1 IPWG. Noting the need to act expeditiously to minimize disruption to the DPP-2022 Decision Point II, the Stakeholder Coalition emphasized the application of its proposal to DPP-2022.[30] MISO and the Stakeholder Coalition immediately began to collaborate on a single proposal to

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[24] The Stakeholder Coalition consists of representatives from Clearway Energy Group, NextEra Energy Resources, and EDP Renewables.

[25] *See Legacy Queue Acceleration Framework: Stakeholder Proposal* at Slide 2, September 1, 2026 IPWG presentation materials, *available at*: https://cdn.misoenergy.org/20260901%20IPWG%20Item%2006b%20Legacy%20Queue%20Acceleration%20Framework_Clearway%20Energy777816.pdf.

[26] The Stakeholder Coalition also proposed revisions to MISO's modeling assumptions in its Business Practice Manual 015, which MISO is exploring separate from this filing. MISO anticipates any revisions made will be limited to the Business Practice Manual 015.

[27] *See Legacy Queue Acceleration Framework: Stakeholder Proposal* at Slide 3, September 1, 2026 IPWG presentation materials, *available at*: https://cdn.misoenergy.org/20260901%20IPWG%20Item%2006b%20Legacy%20Queue%20Acceleration%20Framework_Clearway%20Energy777816.pdf.

[28] *See Legacy Queue Acceleration Framework: Stakeholder Proposal* at Slide 2, September 1, 2026 IPWG presentation materials, *available at*: https://cdn.misoenergy.org/20260901%20IPWG%20Item%2006b%20Legacy%20Queue%20Acceleration%20Framework_Clearway%20Energy777816.pdf.

[29] *Id*.

[30] Decision Point II is scheduled to begin on September 28, 2026, and conclude fifteen (15) Business Days thereafter on October 20, 2026, pursuant to Section 7.3.2(iii) of the GIP.

address DPP-2022 and Phase III restudies. Following an expedited stakeholder comment period, the Stakeholder Coalition received broad support for its proposal.[31]

D. MISO and the Stakeholder Coalitions' Proposal to Process DPP-2022

MISO and the Stakeholder Coalition present this uniquely collaborative, stakeholder-driven proposal (herein referred to as "the Proposal") to ensure the DPP-2022 Cycle is not plagued by effectively unlimited restudies due to post-Phase III withdrawals and limits the exposure lower queued cycles to prolonged Phase III restudy timelines. First, it grants Interconnection Customers in the DPP-2022 Cycle a one-time, unconditional opportunity to withdraw from the queue penalty-free if the election is made before the conclusion of the Decision Point II. In exchange for this opportunity, the Proposal increases the cost increase threshold of Network Upgrades for the purposes of the penalty free withdrawal from thirty-five percent (35%)[32] to fifty percent (50%)[33] for Interconnection Customers who withdraw after Decision II. Finally, to prevent the DPP-2022 cycle from persistent restudies post-Phase III, the Proposal limits the number of Phase III Interconnection Study restudies for all DPP cycles, including DPP-2022, to one. The Proposal accomplishes two (2) important goals shared by MISO and the Stakeholder Coalition: (1) provide MISO the sufficient tools to efficiently process DPP-2022; and (2) prevent perpetual restudy risk at the conclusion of the DPP.

The Proposal provides the DPP-2022 Cycle with a proverbial "carrot and stick" to prevent perpetual restudies in Phase III due to cascading withdrawals and provides finality to the DPP. It provides a compelling incentive for Interconnection Customers to withdraw if their project is no longer viable. The Proposal provides a sufficient deterrence mechanism. Interconnection Customers will be forced to make critical commercial decisions, to be sure. However, the Proposal strikes an appropriate balance of carrot and stick: it acknowledges the commercial and regulatory realities Interconnection Customers have faced due to prolonged restudy processes while ensuring their good faith decision to remain in the queue is not overly punitive. The Proposal marries elements of both MISO's and the Stakeholder Coalition's individual proposals by limiting the number of restudies in Phase III to one final restudy, if necessary for reliability purposes. Although DPP-2022 is undoubtedly an obstacle to MISO's ability to move to a one-year study timeline, the lack of finality with respect to its Phase III, as discussed above, will serve to compound the impact of DPP-2022 on all later-queued DPP cycles, as evidenced by the DPP-2019 Cycle.

II. STAKEHOLDER PROCESS

As discussed *supra*, MISO and the Stakeholder Coalition submitted separate proposals for stakeholder consideration. MISO addresses each of those proposals separately, then the Proposal. Due to the expeditious nature of this filing, neither MISO nor the Stakeholder Coalition had the

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[31] Note, certain stakeholders conditioned their support on the ability for the Stakeholder Coalition's proposal to be in effect prior to the expiration of the Decision Point II.

[32] *See* Section 7.6.2.4(2) of the GIP.

[33] The Proposal does not modify the per MW cost increase requirement of $15,000 per MW.

opportunity to solicit more than one round of formal feedback through the MISO stakeholder process.

A. MISO's Proposal

On September 1, 2026, MISO presented a proposal to limit the number of restudies after the commencement of Phase III.[34] Additionally, MISO clarified its reliability-only restudy policy and scoping process.[35] MISO requested feedback on its proposal on a non-expedited basis, with feedback due September 16, 2026. MISO received eight (8) comments.[36] There was broad support to reduce unnecessary queue delays, to reduce cascading restudies, with support[37] for limiting restudies among the Michigan Public Service Commission, New Edge Power, EDF RE, RWE Clean Energy,[38] and MISO Transmission Owners. The feedback received also expressed a desire to combine MISO's proposal with the proposal presented by the Stakeholder Coalition.

B. Stakeholder Coalition's Proposal

On September 1, 2026, the Stakeholder Coalition presented a proposal to address legacy queue cycles within MISO.[39] Due to the expedited nature of the proposal, the Stakeholder Coalition requested feedback by September 11, 2026. The Stakeholder Coalition's proposal received seven (7) comments representing a variety of sectors.[40] The proposal received unanimous

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[34] *Queue Cycle Restudy Process: MISO Presentation*, September 1 2026 IPWG presentation materials: *available at:*https://cdn.misoenergy.org/20260901%20IPWG%20Item%2005b%20Queue%20Cycle%20Restudy%20Process%20(PAC-2023-1)778310.pdf.

[35] MISO is only required to conduct a restudy if MISO identifies a reliability impact to the Transmission System. *See e.g.*, Attachment X, Appendix 6 (GIA), § 11.3.2 – Agreement to Restudy and Cost Reallocation ("In the event that one of the [contingencies affecting Network Upgrades, System Protection Facilities, and Distribution Upgrades as outlined in Article 11.3.1 of the GIA occurs], *Transmission Provider may determine, in its discretion*, that a restudy is required. Transmission Provider will reevaluate the need for any Common Use Upgrade(s) and/or Shared Network upgrade(s), and if still required, reallocate the cost and responsibility for any Common Use Upgrade and/or Shared Network Upgrade*, without a restudy when possible, or with a restudy if the Transmission Provider deems it necessary in order to ensure reliability of the Transmission System*.") (emphasis added); Attachment X, Appendix 9 (MPFCA), § 2.2.5 (""*Transmission Provider may, in its sole discretion after reasonable consultation with Transmission Owner,* reevaluate the need for the Common Use Upgrade, and if still required, *reallocate the cost and responsibility for any Common Use Upgrade without a restudy* and provide notice to each Customer.") (emphasis added).

[36] *See Stakeholder Feedback*, *available at*: https://www.misoenergy.org/engage/stakeholder-feedback/2026/ipwg-queue-cycle-restudy-process-pac-2023-120260901/.

[37] Although the Michigan Public Service Commission supported the complete elimination of all post-Phase III restudies, EDF RE, New Edge Power, Entergy and DTE did not.

[38] RWE Clean Energy proposed a two (2) restudy limit in Phase III.

[39] *See Legacy Queue Acceleration Framework: Stakeholder Proposal*, September 1, 2026 IPWG presentation materials, *available at*: https://cdn.misoenergy.org/Stakeholder%20Comment%20on%20IPWG%20Legacy%20Queue%20Acceleration%20Framework_Clearway%20Energy(20260901)_MI%20PSC781808.pdf.

[40] *See* Stakeholder Feedback, *available at*: https://www.misoenergy.org/engage/stakeholder-feedback/2026/ipwg-legacy-queue-acceleration-framework_clearway-energy20260901/.

support for its provisions to implement a penalty-free withdrawal provision at Decision Point II with a corollary increase to the thresholds to qualify for penalty-free withdrawal after Decision Point II for DPP-2022. Additionally, stakeholders supported limiting Phase III restudies to one (1) for the DPP-2022 Cycles. Interconnection Customers and Transmission Owners alike expressed the desire for MISO to develop and submit a proposal prior to the conclusion of Decision Point II. Specially, the Tranmission Owners sector expressed concerns with delaying the Decisions Point II as completion of the Decision Point will allow both the DPP-2022 and DPP-2023 Phase II studies proceed in parallel, which will further aid in processing legacy queue cycles.

C. The Proposal

Based on the feedback received for each of its respective, MISO and the Stakeholder Coalition began developing the Proposal. Due to the time-sensitive nature of the Proposal, additional stakeholder meetings were not practicable. Thus, MISO and the Stakeholder Coalition have separately engaged Interconnection Customers, especially those in the DPP-2022 cycle. Contemporaneous with this filing, MISO intends to transmit a mass communication to Interconnection Customers in the DPP-2022 cycle advising of the Proposal's potential impact on the cycle and guidance on how MISO intends to triage elections to withdraw or proceed while this proceeding is pending, ensuring efficient administration of the Decision Point II in any event.

III. DESCRIPTION OF PROPOSED TARIFF REVISIONS

A. Proposed Section 5.15 "Transition of Legacy Queue Cycles"

The Proposal creates a new transition section, Section 5.15 "Transition of Legacy Queue Cycles." Section 5.15 contains two provisions that, working in tandem, provide a one-time, extraordinary remedy to incentivize projects remaining in DPP-2022 to: (1) withdraw at the Decision Point II penalty-free; or (2) make a good faith election to proceed through the DPP at the risk of more stringent withdrawal penalty requirements. First, if an Interconnection Customer or MHVDC Connection Customer in the DPP-2022 Cycle withdraws their Interconnection Request any time prior to the conclusion of Decision Point II, it will receive an unconditional, one hundred (100%) refund of the entry milestone payment (M2). Second, by providing such a compelling incentive to withdraw, the Proposal ensures only those projects that elect to proceed through the DPP are doing so in good faith. To be certain, the Proposal disincentives Interconnection Customers or MHVDC Connection Customers to remain in the queue by increasing the thresholds for which Network Upgrades cost must increase to qualify for penalty-free withdrawal from thirty five percent (35%) to fifty percent (50%). Therefore, DPP-2022 projects that elect to remain in the queue beyond Decision Point II will be required to demonstrate a fifty percent (50%) increase in the combined Network Upgrade costs and an increase in $15,000 per MW from the revised System Impact Study to the Final System Impact Study.

B. Revised Section 7.5 "Interconnection Restudy"

The Proposal limits the number of restudies performed in Phase III to one, final restudy for all future DPP cycles, beginning with the DPP-2022 Cycle. If the restudy of an Interconnection

Study is needed, the Proposal, in essence, limits the window of time for which it must evaluate the need for a restudy in Phase III. Specifically, the Proposal contains the following revisions:

- **Modification to the number of restudies performed in Phase III**
  MISO shall only perform one (1) Interconnection Study restudy after Phase III commences, if a restudy is necessary to ensure the reliability of the Transmission System. If an Interconnection Study restudy is necessary, MISO will notify the Interconnection Customers in Phase III of its intent to perform a restudy. If it determines a restudy is not necessary, MISO will leverage the previous study results to reallocate costs among those remaining Interconnection Customers as necessary. The Proposal does not modify the Interconnection Customers' current post-GIA financial obligations outlined in the Tariff.

  Reducing the number of restudies to one (1) will not have an adverse impact in terms of MISO's models. At the beginning of each DPP cycle, the most up to date MTEP model is used as a base case, which includes all currently effective GIAs and approved transmission projects from the annual MTEP cycle. MISO uses the same starting MTEP model throughout the DPP cycle. Interconnection Requests that obtain an executed GIA prior to kickoff of the next, lower queued cycle, are included in base models (*i.e.,* initial study assumptions). Each year, the MTEP model is updated, capturing any newly identified reliability constraints in the annual process. Doing endless restudies poses a risk to the integrity of the DPP cycle's base model each year it remains open as transmission projects approved in the annual MTEP cycle are not added to the base DPP model that is ongoing. Only withdrawn or retired generation is removed prior to the subsequent phase of the same DPP cycle to protect the transmission capacity headroom for each DPP base model as it progresses through the cycle. Thus, the longer a cycle is open the more risk that its base model may not represent Transmission System conditions of the future.

  When the final DPP cycle is closed all signed GIAs with their associated Network Upgrades are reconciled in the next annual MTEP model and run through the annual MTEP NERC TPL (Transmission Planning) process. Consequently, there are no reliability issues missed on the system between the DPP process and the annual MTEP process as the MTEP process serves as the backstop reliability review for the Transmission System each year.

- **Modification to the Interconnection Study restudy scope**

Interconnection Study restudy process will only look to withdrawals within its respective DPP Cycle to determine whether a restudy is needed. The window of consideration for an Interconnection Study restudy is limited to the commencement of Phase III to the tender of a GIA for optional path Interconnection Customers under Section 11.2.1, which is the latest an Interconnection Customer may be tendered a GIA under the GIP.[41] This ensures that Interconnection Customers who have elected to delay the negotiation of their GIA to include Affected System Study results or final Interconnection Facilities Study results possess those results prior to MISO closing its window for restudies in Phase III and that default path Interconnection Customers alike can make informed commercial decisions prior to withdrawal. Additionally, MISO eliminated the reference to restudy scope in Section 7.5. MISO will perform one restudy for reliability, if needed to ensure full and compete study results given the limit on restudies. MISO's BPM-015 provides discretion with respect to the scope of the restudy performed,[42] but in no case will more than one (1) restudy occur.

- **Modification to the notice of restudy**
  If MISO determines that a restudy is required under Section 7.5, then it shall notify Interconnection Customers of its intent to perform a final Interconnection Restudy. Interconnection Customers will have five (5) Business Days to determine whether they would like to proceed with the restudy or withdraw.

- **Modification of the effect of the withdrawal after the notice of restudy**
  If an Interconnection Customer elects to proceed with the restudy but subsequently elects to withdraw, the withdrawal will constitute a post-GIA Interconnection Customers for the purposes of the Automatic Withdrawal Penalty under Section 7.6.2.1.1 of the GIP. MISO will reallocate costs among any remaining projects as necessary.

IV. THE REVISIONS ARE JUST AND REASONABLE

MISO's proposed revisions are just and reasonable and not unduly discriminatory or preferential and accomplish the purposes of Order Nos. 2003 and 2023. MISO requests an independent entity variation with respect to the proposal herein as they deviate from the *pro forma*

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[41] In MISO, the optional path Interconnection Customers are those who have elected to postpone the tendering of their GIA until the conclusion of all studies under Section 11.2.1 of the GIP.

[42] Section 5.4.6 of Business Practice Manual 015, *available at*: https://www.misoenergy.org/legal/rules-manuals-and-agreements/business-practice-manuals/.

LGIP. [43] The effective Tariff for DPP-2022 does not contain the tools to enable swift administration of this cycle prior to imposition of study delays under Order No. 2023. Given the maturity of the cycle, MISO does not have any reasonable mechanism[44] by which it can provide essential queue management tools in a prospective manner, as the cycle will enter Phase III after the conclusion of the Decision Point II on October 20, 2026. The Stakeholder Coalition confirmed that, while the regulatory and financial pressures the projects in DPP-2022 face are fatal to many of those projects, they remain insufficient to deter these projects from lingering in the queue. In fact, due to the withdrawal penalty framework, Interconnection Customers may not be compelled to withdraw until such time they meet the criteria for penalty-free withdrawal. The lack of finality of the DPP ensures the very penalties designed to ferret unviable projects out of the DPP have ultimately trapped them there.

The Proposal provides the tools to address both issues on a prospective, concededly expedited, basis. First, with respect to the DPP-2022 cycle, the Proposal grants Interconnection Customers will be granted the opportunity to withdraw penalty free at Decision Point II in exchange for an increase in penalty free withdrawal thresholds after Decision Point II. DPP-2022 is a mature study cycle on the horizon of Phase III. The proposed financial mechanism is designed to sufficiently deter unviable projects in DPP-2022 from lingering by incentivizing them to withdraw earlier. This modified withdrawal penalty regime accomplishes the purposes of Order No. 2023 by adopting a withdrawal penalty regime sufficient under the circumstances presented to deter unviable projects in DPP-2022 from remaining in the queue.[45] In so doing, this proposal is consistent with the principles of Order No. 2003 because, by resolving legacy cycles, MISO ensures the efficient administration of its DPP.[46]

With respect to all DPP cycles, and including DPP-2022, the Proposal provides certainty to Interconnection Customers by ensuring the finality of the DPP. MISO's Tariff does not provide

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[43] Order No. 2003, 104 FERC ¶ 61,103 at P 827 ("[The Commission] will allow [a Regional Transmission Organization ("RTO") or Independent System Operator ("ISO")] to seek 'independent entity variations' from the Final Rule pricing and non-pricing provisions…The [RTO or ISO] shall therefore have greater flexibility to customize its interconnection procedures and agreements to fit regional needs."); Order No. 2023, ("[The Commission adopts] the NOPR proposal to continue to use the 'independent entity variation' standard when considering such proposals from RTOs/ISOs.")

[44] MISO acknowledges a previous effort to provide similar relief through a waiver of MISO's Tariff. *See Nevada Power Company*, 193 FERC ¶ 61,050 (2025). The Proposal herein is distinguishable from the waiver request because the relief requested is limited in scope to the DPP-2022 Cycle. As discussed *supra*, the current withdrawal penalty framework is insufficient to allow for the timely administration of DPP-2022 due to its size and the allure of penalty free withdrawals due to an increase in Network Upgrades. To the extent there are similarities with respect to the opportunity for penalty free withdrawal, that is where those similarities end. The Proposal, unlike the waiver, provides a consequence for lingering to address the gaming behavior observed in Phase III—not a blanket safe harbor provision.

[45] Order No. 2023 at P 781 ("[The Commission finds] that…adopting a withdrawal penalty framework is needed to remedy the issues regarding speculative interconnection requests, including study delays form overcrowded interconnection queues and harms to the function of the interconnection queue that occur when interconnection customers withdraw from the queue at various stages of the study process.").

[46] Order No. 2003 at P 11 ("A standard set of procedures as part of the OATT will…expedite the development of new generation, while protecting reliability and ensuring that rates are just and reasonable.")

a defined process to "wind up" of Phase III and signaling the conclusion of a DPP cycle. Due to the wide restudy window for restudies under Section 7.5 of the GIP, MISO is required to evaluate the necessity of restudy for each Interconnection Request withdrawn in the same or higher-queued cycles, and even those higher-queued projects with effective GIAs. Thus, in addition to the inherent possibility of study delays due to delays at the study region level, Interconnection Customers may have those challenged by higher queued projects. While lingering long enough may allow a given project to qualify for penalty-free withdrawal, this does not benefit the projects who are ready to execute their GIAs and proceed to construction based on the Final System Impact Study results provided in the first instance.

The Proposal provides Interconnection Customers with a reasonable amount of cost certainty without stalling out studies conducted in Phase III. The Proposal is consistent with Order 2023's implementation and enforcement of study timelines for Interconnection Customers.[47] By refining the Phase III restudy window, the Proposal substantially eliminates the risk of delays related to restudies in lower queued cycles as a result withdrawals of higher queued cycles. The Proposal also develops a post-Phase III administrative process with advances this this goal and ensures accountability to post-Phase III processing timelines. Specifically, it creates a notification requirement for MISO when it intends to perform a final restudy; a reasonable withdrawal period thereafter;[48] and a reasonable increase in penalties should an Interconnection Request with at the conclusion of the final Interconnection Restudy. Additionally, MISO will not consider post-GIA withdrawals of higher queued cycles for the purposes of an Interconnection Study restudy. The current process does not provide the cost certainty contemplated under Order No. 2023[49] nor the standardization of study procedures contemplated under Order No. 2003 as applied to Phase III.[50] Closing the window of opportunity for Interconnection Study restudies and limiting any restudy to one (1) provides that certainty without adversely impacting the Transmission System, which is consistent with those goals. Finally, one, final restudy will not result in any reliability concerns with respect to the withdrawal higher-queued projects with a GIA, as all projects with a GIA are included in MTEP and those reliability risks are captured on an annual basis.

The Proposal does not unduly discriminate or provide preferential. All Interconnection Customers within DPP-2022, regardless of fuel type, size, viability, or any other discernable characteristic qualifies for penalty-free withdrawal. MISO will similarly apply the increased

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[47] Order No. 2023 at P 331 ("[The Commission declines] decline to adopt suggestions to allow transmission providers flexibility to set their own study deadlines, which would undermine the purpose of ensuring that transmission providers complete interconnection studies by standard deadlines prescribed by their tariffs and would thus be insufficient to ensure that interconnection customers are able to interconnect to the transmission system in a reliable, efficient, transparent, and timely manner.")

[48] The Proposal modeled the five (5) Calendar Day withdrawal window notification requirement off the existing restudy five (5) Calendar Day restudy requirement.

[49] Order No. 2023 recognizes that cost uncertainty is inherent in the interconnection process but adopts reforms intended to provide Interconnection Customers with greater cost certainty as they proceed through the study process, including through improved cost information and more predictable allocation of network-upgrade costs. *See* Order No. 2023 at PP 37, 138, 486–487.

[50] Order No. 2003 at P 11.

penalty free withdrawal thresholds without respect to any discernable characteristic. The observation that DPP-2022 does not sufficiently deter Interconnection Customers was an observation made by the Stakeholder Coalition—representing Interconnection Customers with projects in DPP-2022 as well as other DPP cycles. The Stakeholder Coalition acknowledged the reforms were most needed in DPP-2022, and MISO agrees. To be sure, neither MISO nor the Stakeholder Coalition received comments that any other DPP cycle should be incorporated into this proposal. Because it is agreed that DPP-2022 poses the most acute risk to MISO's ability to process its older queue cycles, the parts of the proposal that are limited to DPP-2022 are sufficiently tailored to resolve those older queue cycles. This remedy is not unduly preferential under these circumstances.

V. DOCUMENTS SUBMITTED WITH THIS FILING

In addition to this Transmittal Letter, this submission includes:

- Tab A: Redlined Tariff Sheets[51]; and
- Tab B: Clean Tariff Sheets

VI. PROPOSED EFFECTIVE DATE

Because of the inevitable negative impact DPP-2022 will have on MISO's ability to process its active queue cycles due to foreseeable restudies, cascading withdrawals, and gaming of the Automatic Penalty Free Withdrawal provisions absent timely relief, MISO respectfully requests the Commission issue an order no later than October 19, 2026, accepting the proposed Tariff revisions as effective on the same day. Section 205 of the Federal Power Act[52] and FERC regulations[53] require MISO to provide sixty (60) days prior notice to the Commission, the Commission may waive the prior notice requirement for good cause shown."[54]

An order by October 19, 2026, will ensure MISO can provide sufficient prior notice to Interconnection Customers who wish to avail themselves of the unconditional, penalty-free withdrawal at the expiration of Decision Point II, which concludes on October 20, 2026. Because the Proposal has been heavily championed by Interconnection Customers, both MISO and the

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[51] Language currently pending before the Commission in the following, unrelated dockets is highlighted in yellow: Docket Nos. ER24-2046-003, ER26-3267-000 and ER26-3552-000. MISO requests that the Commission treat such highlighted language as subject to the outcomes of those pending proceedings. MISO has not included language that has a future effective date of 6/1/2029 in Docket No. ER22-1640-006. If needed, MISO commits to file any revisions to comply with any Commission orders in these proceedings, and MISO commits to make subsequent filings with the Commission to reflect the most up-to-date version of the then-current Tariff provisions prior to the effective dates of the language.

[52] 16 U.S.C. § 824d.

[53] 18 C.F.R. § 35.3.

[54] 18 C.F.R § 35.11.

Stakeholder Coalition have socialized with Interconnection Customers MISO's intent to file its proposal.[55] MISO has committed to register Interconnection Customers elections to proceed prior to the Commission issuing its order. As MISO does not have a mechanism to unilaterally delay its Decision Points, an order any later than October 19, 2026, Interconnection Customers will be processed under the Tariff as effective at the time the Decision Point concludes to balance our Transmission Owners' interest in maintaining the timing of Decision Point II to also align with DPP-2023's Decision Point.

Based upon the Commission's findings, the effective Tariff for DPP-2022 does not contain sufficient tools to deter speculative projects from lingering in the queue.[56] The Commission recognized the correlation between the large, complex cycles and their propensity to cause delays and perpetual restudies.[57] MISO and the Stakeholder Coalition have already observed this pattern in its other legacy queues, and DPP-2022 is projected to meet a similar fate. Delays and perpetual restudies hinder the ability for generation to reach the Transmission System at a time when the Transmission System needs generation the most.[58] An efficient DPP is vital to ensure the availability of generation in MISO. Predictable study timelines, particularly with respect to those in Phase III, are equally critical in ensuring not just the processing of DPP-2022, but all future cycles. The expedited manner by which MISO and the Stakeholder Coalition have developed this Proposal reflects this urgency.

MISO requests waiver of this sixty-day prior notice requirement to allow for the requested effective date. The Commission's practice is to waive the prior-notice requirement "to protect customers from the adverse effects of market dysfunctions."[59] The Commission has found "waiver of notice will generally be appropriate when the filing has no rate impact or reduces the rate."[60] There is good cause to grant waiver of the prior notice requirement, grant the requested effective date, and expedited comment period. The proposed revisions will prevent reasonably foreseeable consequences related to delays and restudies, including increased costs for Interconnection Customers and the inability for urgently needed generation to interconnect to the Transmission

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[55] As discussed *supra*, MISO has prepared a mass communication to the DPP-2022 Cycle to be transmitted contemporaneously with this filing.

[56] Order No. 2023 at P 37 (finding the pre-Order No. 2023 "procedures and agreements are insufficient to ensure that interconnection customers are able to interconnect to the transmission system in a reliable, efficient, transparent, and timely manner.")

[57] *Id*. (further finding "backlogs and delays, and the resulting timing and cost uncertainty, hinder the timely development of new generation and thereby stifle competition in the wholesale electric markets resulting in rates, terms, and conditions that are unjust, unreasonable, and unduly discriminatory or preferential.").

[58] *Midcontinent Indep. Sys. Operator*, *Inc.*, 195 FERC ¶ 61,212 at P 4 (2026) ([The Commission is] also concerned with MISO's need to ensure adequate generation to serve new large loads. We therefore direct MISO to submit, within 30 days of the date of issuance of this order, an informational report on how MISO intends to ensure that adequate generation will be available to serve existing and new large loads, as detailed later in this order.")

[59] *ISO New England Inc.*, 123 FERC ¶ 61,021 at P 24 (2008).

[60] *Cent. Hudson Gas & Elec. Corp.,* 60 FERC ¶ 61,106, at 61, 337-38, *order on reh'g*, 61 FERC ¶ 61,089 (1992).

System.[61] Thus, by granting this waiver, there will be a net benefit to rates. This filing otherwise complies with the requirements of section 205 of the FPA, including the filed rate doctrine, as the proposed Tariff revisions are prospective in nature.

To accommodate this expedited request and in consideration of the broader group of stakeholders' requests to pursue these revisions ahead of Decision Point II, MISO respectfully requests a shortened comment period on this filing to fourteen (14) Business Days to facilitate expedited action by the Commission. A shortened comment period is appropriate due to the time-sensitive nature of the relief requested prior to the conclusion of Decision Point II on October 20, 2026. To protect Interconnection Customers in DPP-2022 and subsequent cycles and preserve the financial viability of any remaining projects, expedited relief is appropriate.

VII. COMMUNICATIONS

All correspondence and communications in this matter should be addressed to:[62]

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Corporate Counsel
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System Operator, Inc.
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VIII. NOTICE AND SERVICE

MISO notes that it has served a copy of this filing electronically, including attachments, upon all Tariff Customers under the Tariff, MISO Members, Member representatives of Transmission Owners and Non-Transmission Owners, as well as all state commissions within the Region. The filing has been posted electronically on MISO's website at https://www.misoenergy.org/legal/ferc-filings/ for other interested parties in this matter.

IX. CONCLUSION

For the foregoing reasons, MISO requests the Commission accept these proposed revisions, its requests for expedited action, shortened comment period, waiver of the sixty-day prior notice requirement, and grant the proposed effective date of October 19, 2026, for good cause

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[61] Order No. 2023 at P 37 ("[A]bsent reform, the current interconnection process will continue to cause interconnection queue backlogs, longer development timelines, and increased uncertainty regarding the cost and timing of interconnecting to the transmission system. These backlogs and delays, and the resulting timing and cost uncertainty, hinder the timely development of new generation and thereby stifle competition in the wholesale electric markets[.]")

[62] This individual is authorized to receive service.

shown, and grant waiver of any Commission regulations not addressed herein that the Commission may deem applicable to this filing.

Respectfully submitted,

/s/ Madison Pitts
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Attachments

Tab A – Redline Tariff Sheets

ATTACHMENT X

GENERATOR INTERCONNECTION PROCEDURES (GIP)

SECTION 1. DEFINITIONS.

10 kW Inverter Process shall mean the procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the screen set forth in Section 14.

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

Affected System(s) shall mean an electric transmission system or the electric system associated with an Existing Generating Facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Provider's Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

Affected System Interconnection Customer shall mean any entity that submits an **i**nterconnection request for a Generating Facility to a transmission system other than Transmission Provider's Transmission System that may cause the need for Affected System Network Upgrades on the Transmission Provider's Transmission System.

Affected System Network Upgrades shall mean the additions, modifications, and upgrades to Transmission Provider's Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than Transmission Provider's Transmission System.

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

Affected System Queue Position shall mean the queue position of an Affected System Interconnection Customer in Transmission Provider's interconnection queue relative to Transmission Provider's Interconnection Customers' Queue Position.

Affected System Study shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system other than the Transmission Provider's Transmission System that have an impact on Transmission Provider's Transmission System, as described in Section 8 of this GIP.

Affected System Study Agreement shall mean the agreement contained in Appendix 16 to this GIP that is made between Transmission Provider and host transmission provider, in absence of JOA, JPA, or other agreement filed with the Commission, as noted in Section 8 of this GIP.

Affected System Study Report shall mean the report issued following completion of an Affected System Study.

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

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

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or

judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.

Applicable Reliability Standards shall mean the requirements and guidelines of the Electric Reliability Organization and the Balancing Authority Area of the Transmission System to which the Generating Facility is directly interconnected.

Automatic Withdrawal Penalty shall mean the penalty assessed by Transmission Provider to an Interconnection Customer that chooses to withdraw or is deemed to have withdrawn its Interconnection Request from Transmission Provider's interconnection queue in certain specified circumstances. The calculation of the Withdrawal Penalty is set forth in Section 7.6.2.1.1 of this GIP.

Balancing Authority shall mean an entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.

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.

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

Base Case Data shall mean base case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

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

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

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

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. In the event that a period specified in this GIP is calculated in Calendar Days ends on a non-business day, such period shall be deemed to conclude on the following business day.

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

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

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

Commitment Projection shall mean a projection of the number of MW expected to commit to the JTIQ Portfolio from ERAS and all DPP study clusters that already have passed DP1 as described in Section 9.4.2.e.ii of Rate Schedule 6 (MISO SPP-JOA).

Common Use Upgrade shall mean an Interconnection Facility, Network Upgrade, System Protection Facility, or any other classified addition, alteration, or improvement on the

Transmission System or the transmission system of an Affected System, not classified under Attachment FF as a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project, that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared responsibility of such Interconnection Customers.

Confidential Information shall mean any proprietary or commercially or competitively sensitive information, trade secret or information regarding a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, or any other information as specified in Article 22 of the GIA, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, that is received by another Party.

Connection Facilities shall mean the Transmission Owner's Connection Facilities and the MHVDC Connection Customer's Connection Facilities, as defined in the MHCP.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities may include facilities identified in MTEP that if delayed or not built could impact the timing of the Interconnection Request.

Customer Engagement Window shall mean the time period prior to the start of Definitive Planning Phase I set forth in Section 3.3.4 of this GIP.

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

Definitive Planning Phase shall mean the Generator Interconnection Procedures process which leads to a Generator Interconnection Agreement. An Interconnection Customer enters the

Definitive Planning Phase pursuant to GIP Section 7.2. The Definitive Planning Phase includes three distinct phases (Definitive Planning Phases I, II, and III) pursuant to Section 7 of the Generator Interconnection Procedures.

Definitive Planning Phase Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Planning Phase. The Definitive Planning Phase Queue Position is established based upon the date of initial submission of the Interconnection Request provided that the Interconnection Request subsequently satisfies all of the requirements of GIP Section 7.2 of the Generator Interconnection Procedures to enter the Definitive Planning Phase and is accepted as valid by the Transmission Provider. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Demonstrated Capability shall mean the continuous net real power output that the Generating Facility is required to demonstrate in compliance with Applicable Reliability Standards.

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

Distribution System shall mean the Transmission Owner's facilities and equipment, or the Distribution System of another party that is interconnected with Transmission Owner's Transmission System, if any, connected to the Transmission System, over which facilities Transmission Service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce and which are 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 Local Balancing Authorities

and other entities owning distribution facilities interconnected to the Transmission System.

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

Effective Date shall mean the date on which the Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Electric Reliability Organization shall mean the North American Electric Reliability Corporation or its successor organization.

Emergency Condition shall mean a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either Transmission Provider or Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Owner's Interconnection Facilities or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and blackstart shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess blackstart capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

Energy Displacement Agreement shall mean an agreement between an Interconnection Customer with an Existing Generating Facility on the Transmission Provider's Transmission System and an Interconnection Customer with a proposed Generating Facility seeking to interconnect with Surplus Interconnection Service. The Energy Displacement Agreement specifies the term of operation, the Generating Facility Interconnection Service limit, and the mode of operation for energy production (common or singular operation).

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.

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

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

Existing Generating Facility shall mean a Generating Facility that is either under construction or is in service, and has an unsuspended interconnection agreement with its host transmission provider.

Expanded Scope Analysis shall mean the analysis described in Section 9.4.2.d.iv.a of Rate Schedule 6 (MISO-SPP JOA).

Expedited Resource Addition Study (ERAS) shall mean the temporary procedure for expediting interconnection projects identified for claimed resource adequacy and/or reliability needs.

Expedited Resource Addition Study (ERAS) Quarterly Study Period shall mean the period of time in which ERAS Interconnection Requests are submitted to the Transmission Provider and compiled for study. There are four study periods in a year with the following start and end dates:

Quarter 1: The first Business Day of March through the last Business Day of May;

Quarter 2: The first Business Day of June through the last Business Day of August;

Quarter 3: The first Business Day of September through the last Business Day of November;

Quarter 4: The first Business Day of December through the last Business Day of February.

Expedited Generator Interconnection Agreement (EGIA) shall mean the interconnection agreement for the Expedited Resource Addition Study established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 3.9 of this Attachment X. This agreement shall take the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement modified for the Expedited Resource Addition Study. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the Expedited Generator Interconnection Agreement.

Facilities Construction Agreement (FCA) shall mean the form of facilities construction agreement, set forth in Appendix 8 to these Generator Interconnection Procedures. The FCA shall be used when an Interconnection Customer or an Affected System Interconnection Customer causes the need for the construction of Network Upgrades, Affected System Network Upgrades, or System Protection Facilities on the transmission system of the Transmission Provider.

Fast Track Process shall mean the procedure for evaluating an Interconnection Request for a certified Small Generating Facility no larger than five MW that includes the screen set forth in Section 14, customer options meeting, and optional supplemental review.

Federal Holiday shall mean a Federal Reserve Bank holiday for a Party that has its principal place of business in the United States and a Canadian Federal or Provincial banking holiday for a Party that has its principal place of business located in Canada.

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

FERC shall mean the Federal Energy Regulatory Commission, also known as Commission, or its successor.

Final System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase III.

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 an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities and shall not include a SATOA as defined in Module A. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online

or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes more than one device for the production and/or storage for later injection of electricity.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of the equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean replacement of one or more generating units and/or storage devices at an Existing Generating Facility with one or more generating units or storage devices at the same electrical Point of Interconnection as those being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement, set forth in Appendix 6 to these Generator Interconnection Procedures.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth herein.

Generator Upgrades shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the

facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

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

Group Restudy shall mean a restudy of a Group Study conducted pursuant to Section 7.5 of this GIP.

Group Study(ies) shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this GIP. Group Studies are divided into phases as described in section 7.3 of this GIP.

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.

HVDC Facilities shall mean the high voltage direct current transmission facilities,

including associated alternating current facilities, if any, that are subject to Section 27A of the Tariff and that are specifically identified in (i) any Agency Agreement pertaining to such facilities between Transmission Provider and Transmission Owner that owns or operates such facilities, or (ii) in any other arrangement that permits or will permit Transmission Provider to provide HVDC Service over such facilities as set forth in Section 27A of the Tariff.

HVDC Service shall mean Firm and Non-Firm Point-To-Point Transmission Service provided by Transmission Provider on HVDC Facilities pursuant to Section 27A of the Tariff.

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

Injection Rights shall mean the Transmission Provider's pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System, as described in Section 16 of the GIP and Section 3.2.3 of the MHCP.

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

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

Interconnection Customer Decision Point I shall mean the time period beginning when the Interconnection Customer is provided the Preliminary System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

Interconnection Customer Decision Point II shall mean the time period beginning when the Interconnection Customer is provided the Revised System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

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

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

Interconnection Facilities Study(ies) shall mean a study conducted by Transmission Owner, or its agent, for Interconnection Customer(s) to determine a list of facilities (including Interconnection Customer's Interconnection Facilities or Affected System Interconnection Customer's interconnection facilities, Transmission Owner's Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and Affected System Network Upgrades, as identified in the Interconnection System Impact Study, Affected System Study, or Affected System Operator's applicable study), the cost of those facilities, and the time required to interconnect with the Transmission System or the Affected System Operator's transmission system.

Interconnection Request shall mean (1) an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new Generating Facility or a request for the Expedited Resource Addition Study for a new generation capacity, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System, or to interconnect an Existing Generating Facility that is external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for an Existing Generating Facility; or (2) an MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights.

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System, or external host transmission provider if applicable, and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection pursuant to the terms of the Generator Interconnection Agreement or Point of Delivery as set forth in Service Agreement for Network Resource Interconnection Service for an External Generating Facility and, if applicable, the Tariff.

Interconnection Study (or Study) shall mean any of the following studies: the Replacement Impact Study, the Reliability Assessment Study, the Optional Interconnection Study, the Interconnection System Impact Study including evaluations for Surplus Interconnection Service, and the Interconnection Facilities Study, or the Restudy of any of the above, described in the Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or

system modifications, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the forms of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection Procedures for conducting all studies required by the Generator Interconnection Procedures.

IRS shall mean the Internal Revenue Service.

Joint Operating Agreement ("JOA") shall mean an agreement between adjacent balancing authorities or transmission providers for the coordination of operations.

Joint Planning Agreement ("JPA") shall mean an agreement between adjacent balancing authorities or transmission providers for the coordination of planning.

Joint Operating Agreement between the Midcontinent Independent System Operator, Inc. and Southwest Power Pool, Inc. (MISO-SPP JOA) shall mean Rate Schedule 6 to the MISO Tariff.

Joint Targeted Interconnection Queue (JTIQ) shall refer to the study and processes described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Joint Targeted Interconnection Queue Study ("JTIQ Study") shall mean a transmission planning study conducted jointly by SPP and MISO to facilitate the interconnection of new generator capacity in both Parties' regions.

JTIQ Commitment Group Member shall mean any JTIQ Commitment Group Member included in a Commitment Group consistent with Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Commitment Group or Commitment Group shall mean a group of JTIQ Commitment Group Members that have executed a JTIQ Generator Interconnection Agreement within the twelve (12) month period ending April 30th of each year. The Commitment Group shall also include JTIQ Commitment Group Members for which a JTIQ Generator Interconnection Agreement has been filed unexecuted by SPP or the Transmission Provider and the Commission has accepted the agreement within the twelve (12) month period ending April 30th of each year.

JTIQ Generator Charge shall mean the charge to JTIQ Commitment Group Members to recover the JTIQ Commitment Group Member's share of the JTIQ Monthly Revenue Requirement for each of the JTIQ Upgrades in the JTIQ Portfolio in the Transmission Provider's Region.

JTIQ Participation Group shall mean the group of Interconnection Requests that shall consist of all interconnection customers included in the JTIQ Screening Groups whose interconnection request meets the distribution factor and impact criteria specified in Section 9.4.2(d)((ii) of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Portfolio shall mean a group of JTIQ Upgrades identified pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Screening Group shall mean a group of MISO Interconnection Customers and SPP interconnection customers whose Interconnection Requests will be screened for inclusion in a JTIQ Participation Group. The JTIQ Screening Group shall consist of all interconnection customers who have submitted interconnection requests into a MISO ERAS, SPP ERAS, DPP study cluster, or SPP DISIS study cluster that: (1) has a study commencement or kick off date that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I, a MISO ERAS, the SPP ERAS, or DISIS Phase One studies pursuant to each party's OATT as of the date that the Parties have declared the JTIQ Portfolio fully subscribed.

JTIQ Service Agreements shall mean the JTIQ Commitment Agreement attached to the MISO GIA as Appendix 17 and the SPP's *pro forma* agreement(s) that obligate interconnection customers to provide security for and pay the JTIQ Generator Charge for JTIQ Network Upgrades included in the applicable JTIQ Portfolio.

JTIQ Upgrade shall mean a Network Upgrade included in a JTIQ portfolio pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA)**.**

Local Balancing Authority shall mean an operational entity or a Joint Registration Organization which is (i) responsible for compliance with the subset of the Electric Reliability Organization Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) provided in the Balancing Authority Agreement.

Local Resource Zone (LRZ) shall mean a geographic area within the Transmission Provider Region that is prescribed by the Transmission Provider, based upon the criteria in Section 68A.3, to address congestion that limits Planning Resource deliverability.

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

Material Modification shall mean: (1) modification to an Interconnection Request in the queue that has a material adverse impact on the cost or timing of any other Interconnection Request with an equal or later queue priority date; or a Qualified Change.

Merchant HVDC Connection Customer (MHVDC Connection Customer) shall mean any entity that proposes to interconnect an MHVDC Transmission Line with the Transmission System, as set forth in the MHCP.

Merchant HVDC Connection Procedures (MHCP) shall mean the connection procedures set forth in Attachment GGG to the Tariff.

Merchant HVDC Transmission Connection Request (MHVDC Transmission Connection Request) shall mean an MHVDC Connection Customer's request, in the form of Appendix 1 to the MHCP to interconnect a new MHVDC Transmission Line, increase the capacity of an existing MHVDC Transmission Line, or make a substantial modification to the operating characteristics of an existing MHVDC Transmission Line.

Merchant HVDC Transmission Connection Agreement (Transmission Connection Agreement or TCA) shall mean the form of the transmission connection agreement for merchant HVDC transmission facilities set forth in Appendix 2 to the MHCP.

Merchant HVDC Transmission Line (MHVDC Transmission Line) shall mean the merchant high voltage direct current transmission line external to the Transmission System that is proposed for connection to the Transmission System, as defined in the MHCP.

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

Monitoring and Consent Agreement shall mean an agreement that defines the terms

and conditions applicable to a Generating Facility acquiring Surplus Interconnection Service. The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Surplus Interconnection Service and Transmission Owner to maintain the total output of the Generating Facility inside the parameters delineated in the GIA.

Multi-Party Facilities Construction Agreement (MPFCA) shall mean the form of facilities construction agreement, set forth in Appendix 9 to these Generator Interconnection Procedures. The MPFCA shall be used when multiple Interconnection Requests or interconnection requests from Affected System Interconnection Customers cause the need for the construction of Common Use Upgrades on the Transmission System and share cost responsibility for such Common Use Upgrades.

Network Customer shall have that meaning as provided in the Tariff.

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

Network Resource Interconnection Service (NR Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades shall mean the additions, modifications, and upgrades to the

Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility(ies) to the Transmission System. Network Upgrades shall not include any HVDC Facility Upgrades.

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

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

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Outage Transfer Distribution Factor (OTDF) Outage Transfer Distribution Factor, as defined by the Electric Reliability Organization.

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

Permissible Technological Advancement shall mean advancements to turbines, inverters, plant supervisory controls, excitation systems, or other technological advancements submitted to the Transmission Provider prior to the issuance of a draft Generator Interconnection Agreement for such project provided that such advancements does not: (1) degrade the electrical characteristics of the generating equipment; (2) does not cause any material adverse impact on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response; (3) does not increase the installed capacity of the Generating Facility; or (4) change the fuel source of the proposed Generating

Facility.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Connection shall mean the point, as set forth in an MHVDC Transmission Connection Request, where the MHVDC Transmission Line connects to the Transmission System.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A of the GIA, where the Interconnection Facilities connect to the Transmission System.

Point(s) of Withdrawal (POW) shall mean the point(s) where a non-transmission facility that is used to withdraw Energy from the Transmission System to serve Load connects to the Transmission System.

Potential MW Total shall mean a projection of the number of MW that may commit to the JTIQ Portfolio from all ERAS and study clusters to date, including the current study cluster(s).

Power Transfer Distribution Factor (PTDF) Power Transfer Distribution Factor, as defined by the Electric Reliability Organization.

Preliminary System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase I

Pre-Queue Phase shall mean Interconnection Customer outreach and education effort undertaken prior to the submission of the Interconnection Request.

Proportional Impact Method shall mean a technical analysis conducted by Transmission Provider to determine the degree to which each Generating Facility in the Group Study contributes to the need for a specific Network Upgrade.

Provisional Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 7.9 of this Attachment X. This agreement shall take the form of the Generator Interconnection Agreement modified for provisional purposes. Unless otherwise provided in the GIP, all requirements applicable to the Generator Interconnection Agreement shall apply to the Provisional Generator Interconnection Agreement.

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

Provisional Interconnection Study shall mean an engineering study, performed at Interconnection Customer's request, as a condition to entering into a Provisional Generator Interconnection Agreement, that evaluates the impact of the proposed interconnection on the safety and reliability of the Transmission System and, if applicable, any Affected System. The study shall identify and detail the impacts on the Transmission System and, if applicable, an Affected System, from stability, short circuit, and voltage issues that would result if the Generating Facility were interconnected without project modifications or system modifications.

Qualified Change shall mean a planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i)

steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests. The Queue Position is established based upon the date and time of initial receipt of the Interconnection Request by Transmission Provider pursuant to section 4.1 of this GIP.

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

Relevant Electric Retail Regulatory Authority (RERRA) shall mean an entity that has jurisdiction over and establishes prices and/or policies for providers of retail electric service to end-customers, such as the city council for a municipal utility, the governing board of a cooperative utility, the state public utility commission or any such entity.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.7 of this Attachment X.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of the Transmission System.

Revised System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase II

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer or MHVDC Connection Customer, Transmission Owner, Affected System and Transmission Provider conducted for the purpose of discussing the proposed Interconnection Request and any alternative interconnection options, exchanging information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Group Study materials posted to OASIS pursuant to Section 3.4 of this GIP, and analyzing such information.

Shared Interconnection Request shall mean (1) multiple Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect new Generating Facilities, or to increase the capacity of, or make a Material Modification to the operating characteristics of, Existing Generating Facilities that are interconnected with the Transmission System, or to interconnect Existing Generating Facilities that are external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for Existing Generating Facilities; or (2) multiple MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights.

Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s), including when the Transmission Owner elects to fund the capital cost of such a Network Upgrade or Common Use Upgrade under Section 11.3 of the GIA, and also benefits other Interconnection Customer(s) or MHVDC Connection Customer(s) that are later identified as beneficiaries.

Site Control shall mean a documented right for one or more parcels of land for the

purpose of constructing a Generating Facility, Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. Such documented right shall be one of the following: (1) ownership of a site; (2) a leasehold interest in a site; (3) an option to purchase or acquire a leasehold interest in a site; or (4) any other contractual or legal right to possess or occupy a site. Transmission Provider will maintain acreage requirements for each Generating Facility type on its OASIS or public website.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than five MW and meets the requirements of Section 14 and Appendix 3.

Southwest Power Pool (SPP) shall refer to the Southwest Power Pool, Inc. the Regional Transmission Organization that is the counterparty to Rate Schedule 6 (MISO-SPP JOA).

Special Protection System (SPS) shall mean an automatic protection system or remedial action scheme designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components, to maintain system reliability. Such action may include changes in demand (MW and MVar), energy (MWh and Mvarh), or system configuration to maintain system stability, acceptable voltage, or power flows. An SPS does not include: (a) underfrequency or undervoltage load shedding; (b) fault conditions that must be isolated; (c) out-of-step relaying not designed as an integral part of an SPS; or (d) Transmission Control Devices.

Stand-Alone Network Upgrades shall mean Network Upgrades, that are not part of an Affected System or a JTIQ Upgrade, that Interconnection Customer or MHVDC Connection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer must agree as to what constitutes Stand Alone

Network Upgrades and identify them in Appendix A to the Generator Interconnection Agreement or Appendix B of the Transmission Connection Agreement. If the Transmission Provider or Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider or Transmission Owner that disagrees with the Interconnection Customer must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider or Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

Substation Network Upgrades shall mean Network Upgrades that are required at or near the Point of Interconnection and are identified in the first portion of the Interconnection Facilities Study as described in GIP Section 7.3.2.5.

Supplemental Affected System Analysis shall mean **t**he affected systems analysis described in Section 7.3.2.3.1 of this GIP and Section 9.4.2.e.iii.a.i of the Rate Schedule 6 (MISO-SPP JOA) to determine if Supplemental Affected System Upgrades are required for one or more JTIQ Participation Group member(s).

Supplemental Affected System Upgrade shall mean a Network Upgrade in addition to those required to address the impact of interconnection requests in the current study cluster as described in Section 9.4.2.e.iii.a.i of Rate Schedule 6 (MISO-SPP-JOA).

Surplus Host Unit shall mean the Generating Facility from which Surplus Interconnection Service will be obtained.

Surplus Interconnection Service shall mean any Interconnection Service that is derived from the unneeded portion of Interconnection Service established in a GIA or in agreement with, or under the tariff of, a Transmission Owner prior to integration into MISO, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Planning and Analysis Phase shall mean the phase of the Generator Interconnection Procedure process, prior to January 4, 2017, which consisted of an Interconnection System Impact Study for those Interconnection Requests that were studied in this phase.

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

Target MW Value shall mean the projected new generation interconnection MW enabled by the JTIQ Portfolio. The Target MW Value for each JTIQ Portfolio shall be identified in Section 9.4 and related subsections of Rate Schedule 6.

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

Threshold Charge shall mean the charge calculated using an estimate of plant in service value for the JTIQ Portfolio, excluding amounts funded under the GRIP Program, as described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Transient Tolerance Window shall mean the period of time after a reduction or loss of load by the ZG Associated Load by the end of which window the Generating Facility with ZG Interconnection Service must have reduced its injections to an amount not greater than the Load of the ZG Associated Load. The Transient Tolerance Window shall be no greater than 20 seconds, and is further described by the Business Practices Manual for Large Load. The

Transient Tolerance Window will be subject to Transmission Owner local planning criteria.

Transmission Control Devices shall mean a generally accepted transmission device that is planned and designed to provide dynamic control of electric system quantities, and are usually employed as solutions to specific system performance issues. Examples of such devices include fast valving, high response exciters, high voltage DC links, active or real power flow control and reactive compensation devices using power electronics (*e.g.*, unified power flow controllers), static var compensators, thyristor controlled series capacitors, braking resistors, and in some cases mechanically switched capacitors and reactors. In general, such systems are not considered to be Special Protection Systems.

Transmission Owner shall mean that Transmission Owner as defined in the Tariff, which includes an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at which Interconnection Customer proposes to interconnect or otherwise integrate the operation of the Generating Facility. Transmission Owner should be read to include any Independent Transmission Company that manages the transmission facilities of Transmission Owner and shall include, as applicable, the owner and/or operator of distribution facilities interconnected to the Transmission System, over which facilities transmission service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer requests Interconnection Service and to which Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce.

Transmission Provider shall mean the Midcontinent Independent System Operator, Inc. ("MISO"), the Regional Transmission Organization that controls or operates the transmission facilities of its transmission-owning members used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

Transmission Owner's Interconnection Facilities (TOIF) shall mean all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point

of Interconnection as identified in Appendix A to the Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned by Transmission Owner and controlled or operated by Transmission Provider or Transmission Owner that are used to provide transmission service (including HVDC Service) or Wholesale Distribution Service under the Tariff.

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

User-Defined Model shall mean any set of programming code created by equipment manufacturers or developers that captures the latest features of controllers that are mainly software-based and represent the entities' control strategy but does not necessarily correspond to any particular generic library model, as contained in Attachment A to Appendix 1 of the GIP.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

Wholesale Distribution Service shall have that meaning as provided in the Tariff. Wherever the term "transmission delivery service" is used, Wholesale Distribution Service shall also be implied.

Zero Injection Generation (ZG) Associated Load shall mean a source of electrical load

that has a Point of Withdrawal that is at the same substation as the Point of Interconnection to the Transmission System (i.e. same voltage level at the interconnecting substation) as the Generating Facility with ZG Interconnection Service that will serve it.

Zero Injection Generation (ZG) Interconnection Service shall mean a limited form of Interconnection Service that allows an Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, for the limited purpose of delivering energy to ZG Associated Load. ZG Interconnection Service does not grant any right to inject energy onto the Transmission System except as may be authorized by Section 3.11 of the Generator Interconnection Procedures. ZG Interconnection Service does not convey Transmission Service. ZG Interconnection Service also does not provide a right to serve, or a right to Transmission Service to serve, a ZG Associated Load or retail customer except as allowed by applicable state law.

Zero Injection Generation (ZG) Resource shall mean a generating resource with an Attachment X defined ZG Interconnection Agreement. A ZG Resource may participate as a Generation Resource, Dispatchable Intermittent Resource, Electric Storage Resource, or Behind the Meter Generation resource.

ZG Facilities Study shall mean the study described in Section 3.2.5.2.2 of these GIP that is used to identify any Network Upgrades or Interconnection Facilities that may be needed to for an Interconnection Request seeking ZG Interconnection Service.

ZG Impact Assessment shall mean the study described in Section 3.2.5.2.1 of these GIP that is used to evaluate the impact of an Interconnection Request seeking ZG Interconnection Services.

ZG Interconnection Agreement (ZGIA) shall mean the form of interconnection agreement governing the terms and conditions of ZG Interconnection Service, set forth in Appendix 19 to the GIP. This agreement shall follow the form of the Transmission Provider's

pro forma Generator Interconnection Agreement with modifications to reflect ZG Interconnection Service and the ZG Interconnection Service study process. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the ZGIA. A ZGIA is a form of GIA and, where used in the Tariff, references to Generator Interconnection Agreements or GIAs encompasses ZGIAs.

ZG Interconnection Process Quarterly Study Period shall mean the period of time in which Interconnection Requests seeking ZG Interconnection Service are submitted to the Transmission Provider and compiled for study. There are four study periods in a year with the following start and end dates:

Quarter 1: The first Business Day of March through the last Business Day of May;

Quarter 2: The first Business Day of June through the last Business Day of August;

Quarter 3: The first Business Day of September through the last Business Day of November;

Quarter 4: The first Business Day of December through the last Business Day of February.

SECTION 2. SCOPE AND APPLICATION.

2.1 Application of Generator Interconnection Procedures.

a. Sections 2 through 13 of the GIP apply to processing an Interconnection Request pertaining to a Generating Facility. The GIP specifically applies when one of the following is proposed by an Interconnection Customer: (i) a new Generating Facility at a new Point of Interconnection that does not meet the criteria set forth in Sections 2.1 (b) or (c), (ii) additional generation at an existing Point of Interconnection, (iii) an increase in the capacity of an Existing Generating Facility, (iv) a Generating Facility Modification that may constitute a Material Modification to the operating characteristics of an Existing Generating Facility, or (v) a Replacement Generating Facility. The evaluation in subpart (iv) will be performed expeditiously depending on the specific information regarding any proposed Generating Facility Modification and the existence of an Emergency Condition.

b. Section 14 of the GIP applies to a request to interconnect a certified Small Generating Facility meeting the certification criteria set forth in Appendix 3.

c. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kW shall be evaluated under the Appendix 4 – 10 kW Inverter Process.

d. A request to interconnect to HVDC Facilities subject to Section 27A of the Tariff will be incorporated into the queue as described in Sections 2 through 13 of the GIP. Modifications to the process necessitated by the physics of a connection to HVDC Facilities are found in Section 15 of the GIP, and will apply to those requests to interconnect to HVDC Facilities.

e. Network Resource Interconnection Service is available to Existing Generating

Facilities connected to facilities external to the Transmission System, including any Existing Generating Facilities connected to any MHVDC Transmission Line. Such a request for Network Resource Interconnection Service shall be memorialized with a Service Agreement as found in Appendix 13 of the GIP.

f. Sections 1 through 7, Section 10, Section 13 and Section 16 of the GIP apply to processing an Interconnection Request pertaining to Injection Rights for an MHVDC Transmission Line. Any such request for Injection Rights will be incorporated into the queue as described in Sections 2 through 7 of the GIP. Procedures for obtaining Injection Rights and the conversion of those rights to external Network Resource Interconnection Service are set forth in Section 16 of the GIP. All references to MHVDC Connection Customer(s) in these GIP shall be understood to refer to MHVDC Connection Customer(s) seeking Injection Rights.

g. A request for Replacement Generating Facility shall be evaluated pursuant to Section 3.7 of the GIP.

h. A request for Generating Facility Modification for an Existing Generating Facility must be submitted to and coordinated with the Transmission Provider pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual to allow the Transmission Provider to determine whether the proposed modification would result in a substantive modification to the operating characteristics of such Existing Generating Facility.

i. An Interconnection Request for a new Generating Facility to be studied through the Expedited Resource Addition Study process shall be evaluated pursuant to Section 3.9.2.

j. A request for ZG Interconnection Service shall be evaluated pursuant to Section 3.11 of the GIP.

2.2 Comparability.

Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in the GIP. Transmission Provider shall process and analyze Interconnection Requests from all Interconnection Customers comparably, regardless of Generating Facility ownership, and from all MHVDC Connection Customers comparably, regardless of MHVDC Transmission Line ownership.

2.3 Base Case Data.

Transmission Provider shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on a password-protected website, subject to confidentiality provisions in GIP Section 13.1. In addition, Transmission Provider shall maintain network models and underlying assumptions on such password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent Interconnection Study and be representative of current system conditions. A link to the information is provided on Transmission Provider's OASIS site. Interconnection Customers and password-protected website users must sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

2.4 No Applicability to Transmission Service.

Nothing in the GIP shall constitute a request for transmission service or confer upon an Interconnection Customer or MHVDC Connection Customer any right to receive transmission service or Wholesale Distribution Service under the Tariff.

SECTION 3. INTERCONNECTION REQUESTS.

3.1 General.

An Interconnection Customer or MHVDC Connection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 to the GIP and the deposit along with the other items listed in Section 3.3.1 of these GIP in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). Transmission Provider shall apply the deposit towards the cost of any Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall submit a separate Interconnection Request for each site. Where multiple Generating Facilities share a site, Interconnection Customer(s) may submit separate Interconnection Requests or a single Interconnection Request in accordance with Section 3.3.1 of these GIP. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Points of Interconnection; provided, however, that an Interconnection Request for Injection Rights shall only evaluate one voltage level at each Point of Connection.

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

executed, or requested to be filed unexecuted, GIA.

Interconnection Requests that include at least one electric storage resource shall document their operating assumptions (i.e., whether the interconnecting Generating Facility will or will not charge from the Transmission System and at what level) pursuant to Attachment X, Appendix 1. Notwithstanding the foregoing, Transmission Provider shall apply the charging operating assumptions contained in the fuel dispatch methodology as specified by the Generator Interconnection Business Practices Manual (BPM-015). The operating assumptions for charging as modified by the fuel dispatch methodology cannot be higher than those documented in the Interconnection Request.

Transmission Provider may determine that Good Utility Practice, including Applicable Reliability Standards, otherwise requires the use of different operating assumptions. If Transmission Provider finds Interconnection Customer's requested operating assumptions conflict with Good Utility Practice, Transmission Provider must provide Interconnection Customer an explanation in writing of why the submitted operating assumptions are insufficient or inappropriate by no later than thirty (30) Calendar Days before the end of the Customer Engagement Window and allow Interconnection Customer to revise and resubmit requested operating assumptions one time at least ten (10) Calendar Days prior to the end of the Customer Engagement Window.

Transmission Provider shall study these requests for Interconnection Service, with the study costs borne by Interconnection Customer, using the submitted operating assumptions for purposes of Interconnection Facilities, Network Upgrades, and associated costs. These requests for Interconnection Service also may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by Interconnection Customer. Interconnection Customer's Generating Facility may be subject to additional control technologies as well as testing and validation of such additional control technologies consistent with Article 6 of the GIA. The necessary control technologies and protection systems shall be set forth

in Appendix C of the executed, or requested to be filed unexecuted, GIA.

3.2 Identification of Types of Services.

At the time the Interconnection Request is submitted, Interconnection Customer must request NR Interconnection Service, ER Interconnection Service, ZG Interconnection Service, or Surplus Interconnection Service, as described; provided, however, any Interconnection Customer requesting NR Interconnection Service may also request that it be concurrently studied as an ER Interconnection Service, up to the expiration of Interconnection Customer Decision Point II. Interconnection Customer may then elect to proceed with NR Interconnection Service or to proceed under a lower level of NR Interconnection Service to the extent that only certain upgrades will be completed. A description of the modeling details used when studying a project as ER Interconnection Service or NR Interconnection Service can be found in Section 6 of the Generator Interconnection Business Practices Manual (BPM-015). MHVDC Connection Customer may only request Injection Rights pursuant to Section 16 of the GIP and shall not be eligible to receive any Interconnection Services specified in the GIP.

3.2.1 Energy Resource Interconnection Service (ER Interconnection Service).

3.2.1.1 The Product. ER Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis and may be granted on a conditional basis. ER Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or Point of Delivery.

3.2.1.2 The Study. The study consists of short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The short circuit/fault duty

analysis would identify the Interconnection Facilities required and the Network Upgrades necessary to address short circuit issues associated with the Interconnection Facilities. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting Generating Facility without requiring additional Network Upgrades. Notwithstanding the foregoing, the output of the Generating Facility and the charging of electric storage resources will be modified by Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

3.2.2 Network Resource Interconnection Service (NR Interconnection Service).

3.2.2.1 The Product. Transmission Provider must conduct the necessary studies and Transmission Owner shall cause the construction of the Network Upgrades, System Protection Facilities, Distribution Upgrades or Generator Upgrades, subject to the approval of Governmental Authorities, needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. NR Interconnection Service allows the Generating Facility to be designated as a Network Resource, up to the Generating Facility's full output on the same basis as existing Network Resources that are interconnected to the Transmission or Distribution System as applicable, and to be studied as a Network Resource on the assumption that such a designation will occur. NR Interconnection Service may be granted on a conditional basis pursuant to the terms of Article 4.1.2.3 of the GIA. A Generating Facility requesting NR Interconnection Service shall be deemed to request ER Interconnection Service of an equivalent amount to the extent that the Generating Facility does not already have ER Interconnection Service in

order to allow Interconnection Customer to connect the Generating Facility to the Transmission System or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output. The total NR Interconnection Service shall not exceed the total ER Interconnection for a Generating Facility. Interconnection Customer with an in-service Generating Facility or with an executed GIA, having ER Interconnection Service or equivalent interconnection service can request NR Interconnection Service by making an Interconnection Request for obtaining only NR Interconnection Service.

3.2.2.2 The Study. The Interconnection Study for NR Interconnection Service shall assure that the Generating Facility meets the requirements for NR Interconnection Service and will qualify the Generating Facility as a Network Resource under Module B and the RAR of the Transmission Provider's Tariff. As a general matter, the Generating Facility's interconnection is studied with the Transmission System at both off-peak and peak loads, under a variety of severely stressed conditions, to determine whether, with the Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on the Transmission System or Distribution System, as applicable, consistent with Applicable Reliability Standards. This approach assumes that some portion of existing Network Resources is displaced by the output of the Generating Facility. NR Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery.

3.2.3 Surplus Interconnection Service.

3.2.3.1 The Product. Surplus Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to

increase the gross generating capability at the same Point of Interconnection of an Existing Generating Facility without increasing the total amount of Interconnection Service at the Point of Interconnection. The total combined generating output at the Point of Interconnection for Both the original and surplus Interconnection Customer is limited to and shall not exceed the total amount of Interconnection Service of an Existing Generating Facility. Surplus Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery. If the Existing Generating Facility has only ERIS, any Surplus Interconnection Service associated with that Existing Generating Facility at the same Point of Interconnection shall be ERIS. If the Existing Generating Facility has NRIS, any Surplus Interconnection Service associated with that Existing Generating Facility at the same Point of Interconnection could be either ERIS or NRIS.

3.2.3.2 The Study. The Interconnection Study for Surplus Interconnection Service consists of reactive power, short circuit/fault duty, stability analyses, and steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Existing Generating Facility's Interconnection Service was not studied under off-peak conditions, and if warranted, in the Transmission Provider's sole discretion, by the fuel-based dispatch assumptions specified in the Generator Interconnection Business Practices Manual, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the Transmission Provider is unable to verify that the Existing Generating Facility was previously studied for the granted level of Interconnection Service as provided in Section 3.3.1.1(3) of this GIP, the Transmission Provider may perform steady state analyses to demonstrate reliable operation of the Surplus Interconnection Service in accordance

with the GIP and Generator Interconnection Business Practice Manual. The Transmission Provider will perform the applicable studies for the surplus Interconnection Request, pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual, to determine whether the Surplus Interconnection Service proposed in the surplus Interconnection Request would result in material adverse impact on the Transmission System and/or Affected Systems, as compared to the impacts that are created by the Existing Generating Facility, respecting its dispatch levels from the original steady state interconnection study, without the inclusion of the proposed Surplus Interconnection Service. If no original study is available, the Transmission Provider shall apply the current fuel dispatch assumptions used for new Generating Facilities to the Existing Generating Facility in the steady state study. If Transmission Provider determines that the proposed Surplus Interconnection Service would result in a material adverse impact on the Transmission System and/or Affected Systems, then the proposed surplus Interconnection Request is deemed to be a Qualified Change and the Interconnection Customer shall proceed through Definitive Planning Phase cycle similar to a request for interconnection of a new Generating Facility or withdraw the surplus Interconnection Request. The Interconnection Study for the surplus Interconnection Request will identify the Interconnection Facilities required and the Network Upgrades necessary to address reliability issues associated with the Interconnection Facilities.

Transmission Provider shall study Surplus Interconnection Service requests for a Generating Facility that includes at least one electric storage resource and for which Transmission Provider approves operating assumptions pursuant to Section 3.1 according to the Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

3.2.4 Injection Rights

3.2.4.1 The Product. Injection Rights serve as a pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System. Injection Rights do not grant Interconnection Service or Transmission Service to the MHVDC Connection Customer. Injection Rights must be converted to external Network Resource Interconnection Service as set forth in Section 16.2 of the GIP before those rights may be used to offer energy or capacity into the MISO markets.

3.2.4.2 The Study. Requests for Injection Rights shall include both ERIS-level and NRIS-level evaluations. For ERIS-level evaluation, the study will include short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed MHVDC Transmission Line and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting MHVDC Transmission Line without requiring any additional upgrades.

For NRIS-level evaluation, the study will assure that the output of the MHVDC Transmission Line meets the requirements for NR Interconnection Service and will qualify any Existing Generating Facility connected to the MHVDC Transmission Line as a Network Resource under Module B and the RAR of the Transmission Provider Tariff. As a general matter, such Generating Facility's interconnection with the Transmission System is studied at both off-peak and peak loads, under a variety of severely stressed conditions, to determine whether, with such Generating Facility at full output, the aggregate of generation in the

local area can be delivered to the aggregate of load on the Transmission System or Distribution System, as applicable, consistent with Applicable Reliability Standards. This approach assumes that some portion of an existing Network Resource is displaced by the output of such Generating Facility.

3.2.5 ZG Interconnection Service

3.2.5.1 The Product. ZG Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, for the limited purpose of delivering energy to a source of electrical load that is at the same substation as the Point of Interconnection to the Transmission System (i.e. same voltage level at the interconnecting substation) as the Generating Facility with ZG Interconnection Service that will serve it.

This service is available only if the study required by Section 3.2.3.2 of these GIP determines that the proposed interconnection:

(1) will not result in any injections of Energy onto the Transmission System beyond the substation identified in the Interconnection Request as the Point of Interconnection. The restriction on Energy injection in this paragraph shall not apply to transient, limited injections associated with a reduction or loss of Load by the ZG Associated Load provided these remain within any Transient Tolerance Window established in the Business Practices Manual for Large Load.

(2) Will not require the construction or modification of any Network Upgrades to address impacts to the Transmission System with the exception of Network Upgrades located at the same substation as the POI, except for System Protection Facilities at adjacent substations.

ZG Interconnection Service is specific to the ZG Associated Load(s) that the

Generating Facility identifies in its Interconnection Request, and which shall be memorialized in the ZGIA. ZG Interconnection Service does not grant any right to inject energy onto the Transmission System beyond the Point of Interconnection except as may be authorized by Section 3.11 of these Generator Interconnection Procedures. ZG Interconnection Service does not provide interconnection service for the purpose of serving Load other than the ZG Associated Load(s) identified in the Interconnection Request and memorialized in the ZGIA. ZG Interconnection Service does not convey transmission service, which is obtained through a separate process, and does not provide a right to serve, or a right to transmission service to serve, a retail customer except as specifically allowed by state laws and regulations.

The ZG Interconnection Service product does not supersede any state or local laws or regulations nor does it authorize operations that would violate state or local laws and regulations, including those establishing which entities have the right or obligation to serve load. Interconnection Customers are separately responsible for adhering to all Applicable Laws and Regulations.

3.2.5.2 The Study. The Study shall include a ZG System Impact Assessment and, if needed, a ZG Facilities Study as described below.

The Generating Facility's requesting ZG Interconnection Service will be studied at a level not to exceed the Demand of the ZG Associated Load other than as necessary to study outages of the ZG Associated Load. The Generating Facility's requesting ZG Interconnection Service will be dispatched, and granted service at a level not to exceed the total Demand of the ZG Associated Load.

3.2.5.2.1 ZG Impact Assessment. The ZG Impact Assessment shall consist of a review of the proposed configuration of the

Generating Facility, its electrical connection both to the designated ZG Associated Load(s) and to the Transmission System, and the proposed control equipment and/or operating procedures to determine whether these are sufficient to prevent injections onto the Transmission System beyond the substation where the Point of Interconnection is located. The Transmission Provider shall perform short circuit/fault duty, stability analyses, and steady state (thermal and voltage) if necessary based on the proposed configuration. The stability and steady state studies shall study the ability of the Generating Facility to interconnect to the Transmission System without requiring additional Network Upgrades to maintain reliability, including analysis for the ZG Associated Load tripping offline consistent with the Transient Tolerance Window established in the Business Practices Manual for Large Load. For ZG Interconnection Service to be granted, these analyses must determine that no Network Upgrades are needed to maintain system reliability other than Network Upgrades at the same substation as the Point of Interconnection or System Protection Facilities.

3.2.5.2.2 ZG Facilities Study. The ZG Facilities Study shall identify any Network Upgrades at the same substation as the POI, and/or operating procedures that are required to prevent injections of Energy, other than transient injections during Load reduction or loss events, and to maintain reliability during these permitted transient injections. The ZG Facilities Study shall identify any required system protection facilities and equipment. Further, the study shall identify any Interconnection Facilities required to interconnect the proposed

Generating Facility to the Transmission System.

The portion of the ZG Facilities Study for Interconnection Facilities will start at the same time as the ZG Impact Assessment. The ZG Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities. The portion of the ZG Facilities Study for Network Upgrades shall begin upon the identification of a need for such Network Upgrades in the ZG Impact Assessment but not later than one Business Day after the ZG Impact Study results are provided to the Interconnection Customer.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

The Transmission Provider shall post on the MISO public website a notice of an application deadline for a cluster entering DPP studies at least 45 calendar days prior to the application deadline. An Interconnection Customer or an MHVDC Connection Customer wishing to join the next Definitive Planning Phase shall submit their Interconnection Request to the Transmission Provider in the manner required by the Generator Interconnection Business Practices Manual (BPM-015) no later than the application deadline, which will be at least ninety (90) Calendar Days prior to the scheduled kick-off of the Definitive Planning Phase I of that cycle, published on the MISO public website. Beginning with the third Group Study after the Commission-approved effective date of Transmission Provider's filing made in compliance with the Final Rule in Docket No. RM22-14-000, the Transmission Provider shall set an application deadline for the next Definitive Planning Phase Group Study, which deadline shall be 45 Calendar Days (or next Business Day if the 45th Calendar Day falls on a weekend or holiday) after the close of Decision Point 2 of the previous Definitive Planning Phase Group Study. Any Interconnection Request received after the application

deadline published on the MISO public website shall, subject to section 4.1.1, be applied towards a subsequent Definitive Planning Phase cycle. A Provisional Generator Interconnection Agreement may be requested as set forth in Section 7.9 of the GIP. The Generating Facility described in a valid Interconnection Request may not connect to, or propose to connect to, the transmission facilities of any transmission provider other than the Transmission Provider except that: 1) an Interconnection Customer may propose to include a Generating Facility already connected to a different transmission system in an Interconnection Request to the Transmission Provider if the Interconnection Request contains a commitment by the Interconnection Customer to disconnect the Generating Facility from such other transmission system prior to achieving Commercial Operation under a Generator Interconnection Agreement with the Transmission Provider and, 2) an Interconnection Customer may proposed to connect an Existing Generating Facility to the transmission facilities of another transmission provider provided such Interconnection Customer retires the Existing Generating Facility in accordance with Attachment Y to the Tariff prior to the date such generating facilities achieve commercial operation with such other transmission provider. Submission of Generating Facilities included in an Interconnection Request to another transmission provider for connection to their systems shall result in such Interconnection Request being deemed withdrawn pursuant to Section 3.6 of these Generator Interconnection Procedures.

An Interconnection Customer requesting to join the next Expedited Resource Addition Study (ERAS) shall submit their Interconnection Request to the Transmission Provider no later than the ERAS application deadline as published on the MISO public website, at least fifteen (15) Business Days prior to the scheduled kick-off of the ERAS cycle published on the MISO public website. The valid ERAS request shall be included in an ERAS Quarterly Study Period that commences after it was submitted.

Study deposits for the Definitive Planning Phase (DPP) and the Expedited Resource Addition Study are required based on the Megawatt amount of the new Interconnection Service requested per the following schedule:

Amount of new Interconnection Service and/or Injection Rights requested (MW)	**Non-Refundable Deposit 1 (D1)**	**Study Deposit 2 (D2)**
< 6 MW	Calculated according to the procedure in 3.3.1 and posted by Transmission Provider prior to the application deadline.	$50,000
20 ≥ MW ≥ 6		$120,000
50 ≥ MW > 20		$180,000
100 ≥ MW > 50		$270,000
200 ≥ MW > 100		$320,000
500 ≥ MW > 200		$420,000
1000 > MW > 500		$530,000
MW ≥ 1000		$640,000

The Transmission Provider shall calculate the amount of the Non-Refundable Deposit 1 (D1) by determining the inflation adjustment in accordance with the inflation calculator located at the U.S. Bureau of Labor Statistics website. The inflation adjustment shall be calculated from the effective date of the original D1 amount of $5,000, August 2008, to the most up-to-date data available at the time the notification takes place, where such amount will be rounded to the nearest $100 and posted on the Transmission Provider's website. The Transmission Provider shall post a Non-Refundable Deposit 1 (D1) once every three years. The Non-Refundable Deposit 1 (D1) amount calculated pursuant to this paragraph shall be applicable to all study groups with an application deadline that is sixty (60) or more Calendar Days after the date that the Transmission Provider posts such amount and to all Interconnection Requests seeking ZG Interconnection Service that are received by the Transmission Provider after the date of such posting. The posting will remain effective until Transmission Provider posts a revised calculation pursuant to this paragraph.

An Interconnection Request for the Expedited Resource Addition Study shall be accompanied by a Non-Refundable Deposit 1 (D1) of $100,000.

An Interconnection Request for a Replacement Generating Facility and/or an Interconnection Request seeking ZG Interconnection Service or Surplus Interconnection Service shall be accompanied by a Non-Refundable Deposit 1 (D1) and a study deposit in the amount of $150,000.

Thirty (30) Calendar Days after the execution of a non-Provisional Generator Interconnection Agreement or a Transmission Connection Agreement in which the Injection Rights option has been selected, Interconnection Customer or MHVDC Connection Customer may replace any non-encumbered balance of the study deposits with an irrevocable letter of credit or surety reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015).

Interconnection Customer or MHVDC Connection Customer shall be required to provide to Transmission Provider the following data as further described in the Generator Interconnection Business Practices Manual (BPM-015) along with its Interconnection Request:

(i) a detailed stability model for the proposed Generating Facility or MHVDC Transmission Line;
(ii) a detailed power flow model for the proposed Generating Facility or MHVDC Transmission Line;
(iii) Technical data as outlined in Attachment A of Appendix 1 of this GIP;
(iv) an Interconnection Study Agreement executed by Interconnection Customer or MHVDC Connection Customer in the form of Appendix 1,

Attachment B;

(v) a definitive Point of Interconnection or Point of Connection;

(vi) for Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities with another pending Interconnection Request or existing project, a consent agreement in accordance with Section 3.3.1.4 of these Generator Interconnection Procedures;

(vii) a one line diagram showing the Generating Facility or MHVDC Transmission Line and associated electrical equipment with appropriate rating and impedance information;

(viii) Megawatt amount of new Interconnection Service or Injection Rights requested; and

(ix) If applicable, (1) the requested operating assumptions to be used by Transmission Provider that reflect the proposed charging behavior of the Generating Facility that includes at least one electric storage resource, and (2) a description of any control technologies (software and/or hardware) that will limit the operation of the Generating Facility to the operating assumptions submitted by Interconnection Customer.

In addition, Interconnection Customer or MHVDC Connection Customer proposing to enter the Definitive Planning Phase shall provide the Definitive Planning Phase entry milestone in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015).

The Definitive Planning Phase entry milestone (M2) will be calculated as $8,000 per Megawatt amount of new Interconnection Service or Injection Rights requested.

The Expedited Resource Addition Study entry milestone (M2) will be calculated as $24,000 per Megawatt for the amount of new Interconnection Service requested.

Except as otherwise provided for Site Control in Section 7.2 of this GIP, all applicable deposits, milestone payments, and data required to enter the Definitive Planning Phase, including the exemptions noted in Section 4.1.2, must be received at the time of the submission of the interconnection request on the Transmission Provider website.

All applicable deposits, milestone payments and data required to enter the Expedited Resource Addition Study must be received at the time the application is submitted.

Interconnection Customer shall provide proof of Site Control or a cash deposit in lieu of Site Control in accordance with the requirements and timing established in Section 7.2 of this GIP. In the event that an Interconnection Customer or MHVDC Connection Customer has a state regulatory requirement to process two Points of Interconnection or Points of Connection through the entire process, that Interconnection Customer or MHVDC Connection Customer is not required to comply with the Site Control requirements in Section 7.2 for the second Interconnection Request, provided it is properly identified as the required alternative.

The Non-Refundable Deposit 1 (D1) and Study Deposit 2 (D2) shall be applied toward the costs related to processing the Interconnection Request, including costs of Interconnection Studies and GIA negotiation.

The expected In-Service Date of the Generating Facility or MHVDC Transmission Line shall be no later than the process window for the Transmission Provider's regional expansion planning period not to exceed seven years from the date the Interconnection Request is received by Transmission Provider, unless Interconnection Customer or MHVDC Connection Customer demonstrates that engineering, permitting and

construction of the Generating Facility or MHVDC Transmission Line will take longer than the regional expansion planning period, nor shall it be any sooner than the process time described in the Generator Interconnection Procedures and confirmed in the Pre-Queue Phase. The In-Service Date may succeed the date the Interconnection Request is received by Transmission Provider by a period up to ten years, or longer where Interconnection Customer or MHVDC Connection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

The expected Commercial Operation Date of a Replacement Generating Facility shall be no more than three (3) years from the date of cessation of operation of the Existing Generating Facility. For Existing Generating Facilities that have not yet reached Commercial Operation, the specified Commercial Operation Date in the GIA of a Replacement Generating Facility shall be no later than the specified Commercial Operation Date in the GIA of the Existing Generating Facility. For Existing Generating Facility that is in suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage, the start date of suspension or outage shall be considered the date of cessation of operation of the Existing Generating Facility for purposes of calculating the three (3) year limit. If the requested period of time between the cessation of operation of the Existing Generating Facility and expected Commercial Operation Date of the Replacement Generating Facility is more than three (3) years, the request shall be treated as an Interconnection Request for a new Generating Facility. An Existing Generating Facility that was in suspension pursuant to Section 38.2.7 of the Tariff is subject to the time limitations in Section 38.2.7(n) of the Tariff.

Where multiple Generating Facilities owned by a single Interconnection Customer share a site, such Interconnection Customer may submit separate Interconnection Requests or single Interconnection Request. Where multiple Generating Facilities are owned by different Interconnection Customers and share a site, Interconnection Customers may submit a single Interconnection Request (Shared Interconnection Request), but the Interconnection Request must include an agreement between the Interconnection

Customers which designates a primary point of contact for communications and designates a single authorized contact for payments and refunds, and the agreement must clearly identify ownership of each proposed Generating Facility. An existing Interconnection Request may not be combined with another to form a Shared Interconnection Request.

An Interconnection Request for a Generating Facility requesting processing through the Expedited Resource Addition Study shall identify the claimed resource adequacy and/or reliability need(s) for which it is being submitted. This should include the location (i.e. the county and state, the electrical bus location(s), and the Local Resource Zone) of any load to be served via the off take agreement as well as the peak demand for electricity expected over any one hour period in MWs—the amount of Interconnection Service requested must not exceed 150 percent of the identified MW need. The Generating Facility and the associated resource adequacy and/or reliability need(s) must be within the same Local Resource Zone, unless the resource adequacy and/or reliability need is included in a resource filing made to the RERRA that is providing the verification required in Section 3.9.1.

The expected Commercial Operation Date included in the Interconnection Request for a Generating Facility requesting processing through the Expedited Resource Addition Study shall be no later than three calendar years from the submission date of the Interconnection Request.

3.3.1.1 Additional Requirements for a Surplus Interconnection Request application

A request for Surplus Interconnection Service made by an Interconnection Customer must meet the requirements listed in section 3.3.1 above, plus the following requirements:

1. The Interconnection Customer of the Existing Generating Facility, or one of its affiliates, shall have priority to utilize Surplus Interconnection Service. If the Interconnection Customer of the Existing Generating Facility or one of its affiliates does not exercise its priority, then the Interconnection Customer may make Surplus Interconnection Service available to other potential Interconnection Customers.

2. The surplus Interconnection Request shall be accompanied by written confirmation from an officer of the Interconnection Customer of the Surplus Host Unit , indicating: (i) the amount of Surplus Interconnection Service made available by the Interconnection Customer of the Surplus Host Unit; (ii) the type of Interconnection Service (*i.e.*, ERIS or NRIS) made available by the Interconnection Customer of the Surplus Host Unit in accordance with the provisions of Section 3.2.3.1 of this GIP; (iii) the circumstances under which the proposed Surplus Interconnection Service would be available, including an indication of whether the proposed Interconnection Service would be available on a continuous basis (*i.e.*, a certain number of MW of Surplus Interconnection Service would always be available for use by a co-located generating facility) or on a scheduled, periodic basis (*i.e.*, a specified number of MW of Surplus Interconnection Service that would be available intermittently.

3. Except as provided in Section 3.3.1.1(3)(a) of this Attachment X, the Interconnection Customer must include the MISO Interconnection System Impact Study performed for the Existing Generating Facility when the Generating Facility was originally proposed for interconnection to the MISO Transmission System or, for Generating Facilities studied under a predecessor transmission provider's interconnection process, the original system impact study performed at the time such Generating Facility was originally studied for interconnection to the transmission system.

Transmission Provider will use that study to appropriately scope the study for evaluation of the surplus Interconnection Request. If the Interconnection Customer cannot provide such system impact study with its application, it shall indicate that such study is not available.

a. A Request for Surplus Interconnection Service may be submitted by an Interconnection Customer prior to the date that the Surplus Host Unit has obtained an effective Generator Interconnection Agreement provided the following requirements are met:

1. The Surplus Host Unit has a valid Interconnection Request and has completed Interconnection Customer Decision Point II of the GIP prior to the date that the surplus Interconnection Request is submitted;
2. The surplus Interconnection Request satisfies each of the requirements of Section 3.3.1.1 of this GIP except that instead of providing the MISO Interconnection System Impact Study for an Existing Generating Facility specified by Section 3.3.1.1(3), the Surplus Interconnection Customer shall provide the most recently completed Interconnection System Impact Study in the form of the Revised System Impact Study for Definitive Planning Phase II or the Final System Impact Study for Definitive Planning Phase III for the Surplus Host Unit with the surplus Interconnection Request;
3. The Surplus Interconnection Customer identifies the study cycle and project number of the Surplus Host Unit in the surplus Interconnection Request; and
4. If sharing Interconnection Customer Interconnection Facilities with the Existing Generating Facility, evidence

that the Interconnection Customer has entered into a consent agreement that meets the requirements of Section 3.3.1.4.

5. If the Surplus Interconnection Customer Generating Facility partially or completely consists of energy storage devices, the Surplus Interconnection Customer Interconnection Request shall contain a description of any control technologies (software and/or hardware) that will limit the concurrent operation of the Existing Generating Facilities and Surplus Facilities to the original Interconnection Service limit.

4. The surplus Interconnection Request must be submitted to the Transmission Provider by the Interconnection Customer at least one (1) year prior to the Commercial Operation Date of the Generating Facility requesting Surplus Interconnection Service.

5. If a Material Modification study for the Surplus Host Unit is pending at the time the surplus Interconnection Request is submitted, then the surplus Interconnection Study for Surplus Interconnection Service shall not kickoff until the Material Modification study has completed and any approved modifications have been added to Generation Interconnection Agreement.

The Transmission Provider shall commence processing and studying a surplus Interconnection Request that conforms to the requirements of this Section 3.3.1.1(3)(a) of the GIP in accordance with the provision of Section 3.3.1.2 of this GIP provided that no GIA may be tendered for such surplus Interconnection Request prior to the date that the Surplus Host Unit has become subject to an effective Generator Interconnection Agreement.

3.3.1.2 Evaluation Process for Surplus Interconnection Request and the Requirements for the Request to Remain Valid

The following conditions will apply for evaluation of surplus Interconnection Request:

1. Within thirty (30) Calendar Days of the Transmission Provider's receipt of the completed surplus Interconnection Request, Transmission Provider will commence a study of the proposed Surplus Interconnection Service pursuant to Section 3.2.3.2 of this GIP to determine whether such service would result in any material adverse impact to the Transmission System and/or Affected Systems and amounts to a Material Modification. After the commencement of the surplus Interconnection Study for Surplus Interconnection Service, if a Material Modification request on the Surplus Host Unit is submitted, the surplus Interconnection Request will be paused. Once the Material Modification request has been approved, the surplus Interconnection Request will be reevaluated and may require the Interconnection Customer to update the surplus Interconnection Request. The updated surplus Interconnection Request is subject to the surplus Interconnection Request timing requirements. Transmission Provider shall use Reasonable Efforts to complete the study of the surplus Interconnection Request within ninety (90) Calendar Days. If Transmission Provider determines that the surplus Interconnection Request would result in a material adverse impact to the Transmission System and/or Affected Systems, then the surplus Interconnection Request shall proceed through the Definitive Planning Phase as a new Interconnection Request.

2. Within thirty (30) Calendar Days after having received results of the

Transmission Provider's evaluation, Interconnection Customer requesting Surplus Interconnection Service shall inform Transmission Provider of its election to proceed with its surplus Interconnection Request. After receiving the Interconnection Customer's election notice, Transmission Provider will initiate an Interconnection Facilities Study or tender a draft GIA, as appropriate. If the Interconnection Customer fails to provide a notice of its election to proceed within thirty (30) Calendar Days after having received results of the Transmission Provider's evaluation, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

The Interconnection Facilities Study will be performed, if needed, and will be completed within ninety (90) Calendar Days. If an Interconnection Facilities Study is necessary, the Transmission Provider shall tender a draft *pro forma* GIA within the later of thirty (30) Calendar Days after final Interconnection Facilities Study reports are issued or the date that the GIA for the Surplus Host Unit becomes effective. If an Interconnection Facilities Study is not necessary, the Transmission Provider shall tender a draft *pro forma* GIA or an amended GIA that conforms to the currently effective *pro forma* GIA, as applicable by the later of thirty (30) Calendar Days after the Interconnection Customer communicates its election to proceed with Surplus Interconnection Service request, or the date that the GIA for the Surplus Host Unit becomes effective.

Interconnection Customer shall submit an executed Energy Displacement Agreement and Monitoring and Consent Assignment to the Transmission Provider prior to the conclusion of negotiations for the associated GIA, pursuant to Section 11 of this GIP. The executed Monitoring and Consent Agreement shall be in the form of Appendix 11 of the GIP to be effective upon execution of a GIA and must remain in effect during the term of the

GIA.

The executed Energy Displacement Agreement shall be in the form of Appendix 12 of the GIP to be effective upon execution of a GIA and must remain in effect during the term of the GIA. If the Interconnection Customer fails to provide an executed Energy Displacement Agreement and a Monitoring and Consent Agreement to the Transmission Provider prior to the conclusion of negotiations for the associated GIA, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

If at any time prior to execution of the GIA the Energy Displacement Agreement or Monitoring and Consent Agreement required above is no longer in effect, the Interconnection Request for Surplus Interconnection Service shall be deemed to have been withdrawn.

3.3.1.3 Requirements for continuation of Surplus Interconnection Service after retirement or cessation of commercial operation of an Existing Generating Facility

1. In the event that the Interconnection Customer seeks to continue Surplus Interconnection Service following the retirement and permanent cessation of commercial operation of the Existing Generating Facility associated with that Surplus Interconnection Service, Transmission Provider shall permit the Surplus Interconnection Service to continue for a limited period not to exceed one (1) year if the Existing Generating Facility retired and if the following conditions are met:

   (i) Transmission Provider studied the Surplus Interconnection Service Generating Facility for sole operation at that Point of

Interconnection as a part of Interconnection Study for the Surplus Interconnection Service Generating Facility, and such studies confirm that the Surplus Interconnection Service Generating Facility can be solely and reliably operated after the retirement of the Existing Generating Facility; and

(ii) The Existing Generating Facility Interconnection Customer must provide written consent to the continued operation of the Surplus Interconnection Service Generating Facility at either: (a) the limited level of Surplus Interconnection Service that is reflected in the Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement; or (b) at any level below such limit.

3.3.1.4 Additional Requirements for Interconnection Requests Proposing to Share Interconnection Customer Interconnection Facilities

Interconnection Customer may submit an Interconnection Request that proposes to share Interconnection Customer Interconnection Facilities with one or more existing projects or pending Interconnection Requests. Interconnection Requests proposing such an arrangement shall so indicate in their Interconnection Request and attach a consent agreement executed by all Interconnection Customers with projects that propose to connect, or are connected, to the shared Interconnection Customer Interconnection Facilities. After an Interconnection Request has been submitted, an Interconnection Customer may only propose to share Interconnection Customer Interconnection Facilities as part of a Point of Interconnection modification. Such consent agreement shall, in accordance with the Business Practices Manuals, describe the proposed configuration of the projects, the proposed ownership of the Interconnection Customer Interconnection Facilities, the division of rights and responsibilities among the parties with respect

to operations, maintenance, and repair of the Interconnection Customer Interconnection Facilities, and such other information regarding the operation of the Generating Facilities under this arrangement as may be specified in the Generator Interconnection Business Practice Manual. The consent agreement shall indicate the parties' consent to sharing the Interconnection Customer Interconnection Facilities in the manner described in the Interconnection Request(s). Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use as specified in section 7.2.1.1.ii.b.3.

3.3.1.5 Evaluation Process for Interconnection Requests Proposing to Share Interconnection Customer Interconnection Facilities

Interconnection Requests proposing shared Interconnection Customer Interconnection Facilities shall require the consent of the Transmission Provider to proceed, which consent shall not be unreasonably withheld, conditioned, or delayed. The Transmission Provider shall review Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities amongst multiple projects to confirm compliance with the requirements of Section 3.3.1.4 of these Generator Interconnection Procedures, that all Interconnection Customer responsibilities have been appropriately accounted for, and that all parties have consented to the described arrangement. The Transmission Provider shall complete this review and notify the parties whether the Transmission Provider consents to the proposed arrangement no later than five (5) days prior to the start of the Scoping Meeting in which their requests are discussed, or within ten (10) Business Days after receipt if the consent agreement is submitted as part of a Point of Interconnection modification. In the event that the Transmission Provider does not consent, the Transmission Provider shall provide a written statement of the reasons for such decision to each of the parties. Interconnection Requests that do not receive the Transmission Provider's consent for the sharing

of Interconnection Customer Interconnection Facilities may be revised and resubmitted for inclusion in the applicable cycle prior to the start of DPP Phase I. In the event that the consent agreement is submitted as part of a Point of Interconnection modification, the consent for the sharing of Interconnection Customer Interconnection Facilities may be revised and resubmitted within five (5) Business Days of receiving the Transmission Provider's written statement of reasons.

Any Interconnection Customer that has an Interconnection Request pending in the DPP as of August 14, 2019 and that intends to share Interconnection Customer Interconnection Facilities for that Interconnection Request with one or more existing projects or other Interconnection Requests shall satisfy each of the terms of Sections 3.3.1.4 and 3.3.1.5 of these Generator Interconnection Procedures, prior to the start of GIA negotiations for any Interconnection Request that remains pending in the DPP and that will participate in the sharing arrangement.

3.3.2 Acknowledgment of Interconnection Request.

Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the Interconnection Request. Transmission Provider shall tender to Interconnection Customer or MHVDC Connection Customer a copy of the countersigned Interconnection Study Agreement within ten (10) Business Days after the Transmission Provider notifies Interconnection Customer that it has accepted the Interconnection Request as valid pursuant to Section 3.3.3 of this GIP. In addition, within ten (10) Business Days after notifying Interconnection Customer that an Interconnection Request is accepted as valid, Transmission Provider shall submit a summary of the Interconnection Request to Interconnection Customer or MHVDC Connection Customer and likely affected Transmission Owners. All acknowledgments and other communications may be made via e-mail and/or other electronic means.

3.3.3 Review of Interconnection Request and Cure of Deficiencies.

An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer within fifteen (15) Business Days of receipt of the initial Interconnection Request either that the Transmission Provider has accepted the Interconnection Request as valid or has determined that the Interconnection Request does not constitute a valid request due to one or more deficiencies. In the event Transmission Provider determines that the Interconnection Request does not constitute a valid request, Transmission Provider shall also provide an explanation of the reasons for such determination. Interconnection Customer shall have ten (10) Business Days from the date that the Transmission Provider identifies the Interconnection Request as deficient to provide the additional requested information needed to constitute a valid request. In the event Transmission Provider discovers or verifies a deficiency later in the GIP process, Transmission Provider will notify Interconnection Customer or MHVDC Connection Customer as soon as practicable. At any time, if Transmission Provider finds that the technical data provided by Interconnection Customer is incomplete or contains errors, Transmission Provider will issue a deficiency notice to Interconnection Customer and Interconnection Customer and Transmission Provider shall work expeditiously and in good faith to remedy such issues. Interconnection Customer or MHVDC Connection Customer shall provide Transmission Provider the additional requested information needed to constitute a valid request no later than ten (10) Business Days after the request is made. Failure by Interconnection Customer or MHVDC Connection Customer to comply with this Section 3.3.3 will result in the Interconnection Request not being processed until such deficiency is cured. In the event that the deficiency is not cured within the required ten (10) business day period, the Interconnection Request shall immediately be deemed withdrawn as of the date of such deadline without any further cure period and the Non-Refundable Deposit 1 (D1) shall be forfeited. The Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal upon the expiration of the ten

(10) business day period. Any refunds of deposits other than the D1 will be processed in accordance with Section 3.6 of this GIP.

3.3.4 Customer Engagement Window

Immediately after the application deadline for a Group Study, Transmission Provider shall open a eighty-five (85) Calendar Day period (Customer Engagement Window). During the Customer Engagement Window, Transmission Provider, applicable Transmission Owner and Interconnection Customer shall conduct the activities set forth in sections 3.3.5 (Scoping Meeting), 7.1.1 (Screening Analysis Prior to Definitive Planning Phase I), and section 7.2.1.3 (Transmission Provider Review of Site Control Sufficiency). Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within the Group, Transmission Provider may shorten the Customer Engagement Window and begin the Group Study. Within thirty (30) Business Days of the opening of the Customer Engagement Window, Transmission Provider shall post on its OASIS a list of Interconnection Requests for that Group. The list shall identify, for each anonymized Interconnection Request: (1) the requested amount of Interconnection Service; (2) the location by county and state; (3) the station or transmission line or lines where the interconnection will be made; (4) the projected In-Service Date; (5) the type of Interconnection Service requested; and (6) the type of Generating Facility or Facilities to be constructed, including fuel types, such as coal, natural gas, solar, or wind. The Transmission Provider must ensure that project information is anonymized and does not reveal the identity or commercial information of interconnection customers with submitted requests. During the Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the Group Study and a Interconnection Study Agreement to be executed prior to the close of the Customer Engagement Window.

Transmission Provider shall initiate the Group Study described in Section 7 of this GIP 5 Business Days following the close of the Customer Engagement Window.

3.3.5 Scoping Meeting.

During the Customer Engagement Window, the Transmission Provider shall establish a date agreeable to Interconnection Customer and Transmission Owner for a Scoping Meeting, and such date shall be at least five (5) Business Days prior to and no more than forty-five (45) Calendar days prior to the kick-off of the Definitive Planning Phase, unless otherwise mutually agreed upon by Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer. The Transmission Provider, Interconnection Customer, or MHVDC Connection Customer, and Transmission Owner must attend the Scoping Meeting. Transmission Provider shall use Reasonable Efforts to include any other Affected System Operators in the Scoping Meeting.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. For purposes of clustering Interconnection Requests, Transmission Provider or Transmission Owner may propose changes to the requested Point of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Point(s) of Interconnection. The requesting Transmission Provider or Transmission Owner shall notify Interconnection Customers in writing of any intended changes to the requested Point of Interconnection within two (2) Business Days after the conclusion of the Scoping Meeting, and the Point of Interconnection shall only change upon mutual agreement. Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer will bring to the meeting such technical data including, but not limited to, known: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues including voltage and frequency ride-through capabilities for the Generating Facility, (v) general power quality issues including voltage flicker, harmonics, (vi) general reliability issues; and (vii) diagrams and/or layout of applicable

substations as may be reasonably required to accomplish the purpose of the meeting. Transmission Provider and Interconnection Customer or MHVDC Connection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer or MHVDC Connection Customer may modify its Point of Interconnection/Connection. Notwithstanding the foregoing, modifications to the Point of Interconnection are prohibited if the modification causes the project to move from one study region to another once the Transmission Provider has notified Interconnection Customers that its Interconnection Request will be included in a study group pursuant to Section 4.1.1.3 of this GIP. Interconnection Customer or MHVDC Connection Customer will have until the beginning of DPP Phase I submit to Transmission Provider its modified Point of Interconnection/Connection as a result of the Scoping Meeting; if the modified Point of Interconnection includes shared Interconnection Customer Interconnection Facilities, the Interconnection Customer shall submit a consent agreement that meets requirements of Section 3.3.1.4 by the beginning of DPP Phase I. The duration of the meeting shall be sufficient to accomplish its purpose.

3.4 OASIS Posting.

3.4.1 Transmission Provider will maintain on its OASIS or its website a list of all Interconnection Requests. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the substation or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, and when applicable, Definitive Planning Phase Queue Position; (vi) the type of Interconnection Service being requested or whether the Interconnection Request is for Injection Rights; (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed including

technology and fuel type); (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed; (xi) associated Interconnection System Impact Study phase costs by Definitive Planning Phase; and (xii) for a Generating Facility Replacement, the planned date of cessation of operation for the Existing Generating Facility or actual date if the Existing Generating Facility already has ceased commercial operations, the expected Commercial Operation Date of the replacement facility and requested Interconnection Service. Except for projects submitted through the ERAS process as noted in Section 3.9, the list will not disclose the identity of Interconnection Customer or MHVDC Connection Customer until Interconnection Customer or MHVDC Connection Customer executes a GIA or a TCA or requests that Transmission Provider file an unexecuted GIA or TCA with FERC. Transmission Provider shall post to its OASIS site or its website any deviations from the study timelines set forth herein. Interconnection Study reports shall be posted to the Transmission Provider's OASIS site or its website prior to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Generating Facility's In-Service Date.

Transmission Provider will also maintain on its OASIS or its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades and System Protection Facilities. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.4.2 Transmission Provider will maintain on its OASIS or its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. For each calendar quarter, Transmission Providers must calculate and post the information detailed in sections 3.4.2.1 through 3.4.2.6. For the Study Metrics provided

in Sections 3.4.2.2 and 3.4.2.3, if the relevant 10 Business Days includes one or more holidays, then the number of Business Days will be correspondingly extended and the study will not be considered untimely if completed within the extended period.

3.4.2.1 Preliminary System Impact Studies in Definitive Planning Phase I Processing Time.

(A) Number of Interconnection Requests that had Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study, as per the timelines listed in 7.3.1 of the Generator Interconnection Procedures ("GIP") after the periodic, scheduled start of the Definitive Planning Phase I, which shall commence in conformity with Section 3.3.1 of the GIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Preliminary System Impact Studies in Definitive Planning Phase I exceeding the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study report as per the timelines listed in 7.3.1 of the GIP, after the periodic, scheduled start of the Definitive Planning Phase I,

(D) Mean time (in Calendar Days), for Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter, from the periodic, scheduled start of the Definitive Planning Phase I, to the date when Transmission Provider provided the completed Preliminary System Impact

Study report to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Preliminary System Impact Studies in Definitive Planning Phase I exceeding the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study report to complete this reporting quarter, calculated as the sum of 3.4.2.1(B) plus 3.4.2.1(C) divided by the sum of 3.4.2.1(A) plus 3.4.2.1(C)).

3.4.2.2 Revised System Impact Studies in Definitive Planning Phase II Processing Time.

(A) Number of Interconnection Requests that had Revised System Impact Study reports in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Revised System Impact Studies in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 6 Business Days for Model Review and 75 Calendar Days for the Revised System Impact Study report after the date the Interconnection Customer Decision Point I window expired, as per the timelines listed in Section 7.3.2 of the GIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Revised System Impact Studies in Definitive Planning Phase II exceeding the sum of 6 Business Days for Model Review and75 Calendar Days for the Revised System Impact Study report, as per the timelines listed in 7.3.2 of the GIP, after the Interconnection Customer Decision Point I window expired,

(D) Mean time (in Calendar Days), for Revised System Impact Studies in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter, from the day after the

Interconnection Customer Decision Point I window expired to the date when Transmission Provider provided the completed Revised System Impact Study report to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Revised System Impact Study reports in Definitive Planning Phase II exceeding the sum of 6 Business Days for Model Review and 75 Calendar Days for the Revised System Impact Study, to complete this reporting quarter, calculated as the sum of 3.4.2.2(B) plus 3.4.2.2(C) divided by the sum of 3.4.2.2(A) plus 3.4.2.2(C)).

3.4.2.3 Final System Impact Studies in Definitive Planning Phase III Processing Time.

(A) Number of Interconnection Requests that had Final System Impact Study reports in Definitive Planning Phase III completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Final System Impact Study reports in Definitive Planning Phase III completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 6 Business Days for Model Review and 50 Calendar Days as per the timelines listed in 7.3.3 of the GIP, after the Interconnection Customer Decision Point II window expired,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Final System Impact Study reports in Definitive Planning Phase III exceeding the sum of 6 Business Days for Model Review and 50 Calendar Days, as per the timelines listed in 7.3.3 of the GIP, after the Interconnection Customer Decision Point II window expired,

(D) Mean time (in Calendar Days), for Final System Impact Studies in Definitive Planning Phase III completed within Transmission Provider's

coordinated region during the reporting quarter, from the day after the Interconnection Customer Decision Point II window expired to the date when Transmission Provider provided the completed Final System Impact Study to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Final System Impact Study reports in Definitive Planning Phase III exceeding the sum of 6 Business Days for Model Review and 50 Calendar Days to complete this reporting quarter, calculated as the sum of 3.4.2.3(B) plus 3.4.2.3(C) divided by the sum of 3.4.2.3(A) plus 3.4.2.3(C)).

3.4.2.4 Interconnection Facilities Studies Processing Time.

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

(B) Number of Interconnection Requests that had Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than 90 Calendar Days after the Interconnection Customer Decision Point I window expired,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities where such Interconnection Requests had exceeded more than 90 Calendar Days,

(D) Mean time (in Calendar Days), for Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the day after the Interconnection Customer Decision Point

I window expired to the date when Transmission Provider provided the completed Interconnection Facilities Study report for Interconnection Facilities or Connection Facilities to the Interconnection Customer,

(E) Percentage of Interconnection Requests with delayed Interconnection Facilities Study report for Interconnection Facilities or Connection Facilities this reporting quarter, calculated as the sum of 3.4.2.4(B) plus 3.4.2.4(C) divided by the sum of 3.4.2.4(A) plus 3.4.2.4(C)).

3.4.2.5 Interconnection Facilities Studies for Network Upgrades Processing Time.

(A) Number of Interconnection Requests that had Interconnection Facilities Study reports for Network Upgrades that are completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection Facilities Study reports for Network Upgrades that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than 90 Calendar Days after completion of the Definitive Planning Phase III Final System Impact Study,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Study reports for Network Upgrades where such Interconnection Requests had exceeded more than 90 Calendar Days,

(D) Mean time (in Calendar Days), for Interconnection Facilities Studies for Network Upgrades completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the day after completion of the Definitive Planning Phase III Final System Impact Study to the date when Transmission Provider provided the completed Interconnection Facilities Study report for Network Upgrades to the Interconnection Customer,

(E) Percentage of Interconnection Requests with delayed Interconnection Facilities Studies for Network Upgrades this reporting quarter, calculated as the sum of 3.4.2.5(B) plus 3.4.2.5(C) divided by the sum of 3.4.2.5(A) plus 3.4.2.5(C).

3.4.2.6 Interconnection Requests Withdrawn from Interconnection Queue.

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

(B) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before the start of the Definitive Planning Phase I, pursuant to Section 3.3.1 of the GIP,

(C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter from start of the Definitive Planning Phase I, pursuant to Section 3.3.1 of the GIP, to at or before the Interconnection Customer Decision Point I window expired,

(D) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the Interconnection Customer Decision Point I window expired to at or before the Interconnection Customer Decision Point II window expired,

(E) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the Interconnection Customer Decision Point II window expired to before execution of a Generator Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement

(F) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue after execution of a Generator

Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement,

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

3.4.3 Transmission Provider is required to post on OASIS or its website the measures in paragraph 3.4.2.1(A) through paragraph 3.4.2.6(G) for each calendar quarter within 30 Calendar Days of the end of the calendar quarter. Transmission Provider will keep the quarterly measures posted on OASIS or its website for three calendar years with the first required report to be in the first quarter of 2020. If Transmission Provider retains this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.4.4 In the event that any of the values calculated in paragraphs 3.4.2.1(E), 3.4.2.2(E), 3.4.2.3(E), 3.4.2.4(E), or 3.4.2.5(E) exceeds 25 percent for two consecutive calendar quarters, Transmission Provider will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this information until Transmission Provider reports four consecutive calendar quarters without the values calculated in 3.4.2.1(E), 3.4.2.2(E), 3.4.2.3(E), 3.4.2.4(E), or 3.4.2.5(E)) exceeding 25 percent for two consecutive calendar quarters:

(i) Transmission Provider must submit a report to the Commission describing the reason for each Group Study, individual Interconnection Facilities Study, or Restudy pursuant to one or more Interconnection Request(s) that exceeded its deadline completion of each phase as specified in Sections 7.3.1, 7.3.2 and 7.3.3 of this GIP, and Section 7.5 of this GIP for restudies. Transmission Provider must describe the reasons for each study delay and any steps taken to remedy these specific issues and, if applicable, prevent such delays in the future. The report

must be filed at the Commission within 45 Calendar Days of the end of the calendar quarter.

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

3.5 Coordination with Affected Systems.

Except as modified by Sections 3.5.1 through 3.5.3 of these GIP, Interconnection Customer or MHVDC Connection Customer, Transmission Provider, Transmission Owner and Affected System Operator shall each coordinate and cooperate on studies required to determine the impact of the Interconnection Request on Affected Systems. Transmission Provider will include such Affected System Operators, whose representatives either abide by FERC's Standards of Conduct pursuant to 18 C.F.R Parts 37 and 358 or have executed a non-disclosure agreement with Transmission Provider, in all meetings held with Interconnection Customer as required by the GIP. If the Affected System is not under the functional control of Transmission Provider, the Affected System Operator's procedures shall be applicable. Interconnection Customer or MHVDC Connection Customer will be separately responsible to adhere to the Affected Systems Operator's procedures and costs related to studies and modifications to the Affected System.

Interconnection Customer or MHVDC Connection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Transmission Provider may limit Interconnection Service or Injection Rights for an Interconnection Request until needed reliability upgrades on an Affected System(s) are complete under separate agreements.

Each Interconnection Customer or MHVDC Connection Customer shall provide notice to Transmission Owner and Transmission Provider that the facilities built under such agreements are in service.

3.5.1 Additional Requirements for Interconnection Requests Subject to JTIQ.

Transmission Provider shall use the rules and procedures contained in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA) to apply to Interconnection Customers and Interconnection Requests that have been designated for inclusion in a JTIQ Participation Group or a JTIQ Commitment Group. Interconnection Customers included in a JTIQ Screening Group, JTIQ Participation Group or a JTIQ Commitment Group shall be responsible for adhering to all applicable requirements set forth Section 9.4.2 of the Rate Schedule 6 (MISO-SPP JOA), these Generator Interconnection Procedures, the GIA, and applicable JTIQ Service Agreements.

3.5.1.1: Inclusion in a JTIQ Screening Group, JTIQ Participation Group, and JTIQ Commitment Group.

(1) Interconnection Requests shall be included in the JTIQ Screening Group if they are submitted into a DPP study group or an ERAS that: (1) has a study commencement or kick off date that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I studies or an ERAS as of the date that the Transmission Provider and SPP have declared the JTIQ Portfolio fully subscribed.

(2) Interconnection Requests shall be included in a JTIQ Participation Group if

they meet the following criteria:

(a) the Interconnection Request is determined to have an impact greater than five percent (5%) distribution factor (OTDF or PTDF[1]) on one or more facilities of SPP's transmission system modelled with all transmission facilities rated 100 kV and above; and

(b) the Interconnection Request is determined to have greater than 1.00 MW (positive) impact on at least one JTIQ Upgrade included in the JTIQ Portfolio.

Any new Interconnection Request for an Existing Generating Facility that is seeking to convert to or increase the level of NRIS service will only be included in the JTIQ Participation Group to the extent of any additional ERIS service requested.

(3) Interconnection Customers shall enter a JTIQ Commitment Group upon obtaining an effective GIA and JTIQ Commitment Agreement that obligate such Interconnection Customer to pay, and provide security for, JTIQ Generator Charges. Placement into the applicable JTIQ Commitment Group shall be governed by the terms of the Commitment Agreement and Section 2 of Attachment JJJ to the Tariff.

3.5.2. Application of Affected Systems Coordination Procedures to Interconnection Requests Included in an Expedited Resource

[1] Power Transfer Distribution Factor (PTDF) - The percentage of power transfer flowing through a facility or a set of facilities for a particular transfer when there are no contingencies. Outage Transfer Distribution Factor (OTDF) - The percentage of a power transfer that flows through the monitored facility for a particular transfer when the contingency facility is switched out of service.

Addition Study

The Transmission Provider shall apply to ERAS Interconnection Requests, and the ERAS Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of an ERAS Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable ERAS study for such project; (2) The Transmission Provider will provide any affected systems analysis received from the affected system to the ERAS Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the EGIA is tendered, such EGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the affected system within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit ERAS Interconnection Requests to the applicable affected system individually and request that such affected system study the impacts of ERAS Interconnection Requests on a serial basis; and (5) For those affected systems where MISO and the affected system utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue priority date for ERAS projects as of the date MISO commences the ERAS System Impact Study unless the controlling agreement between MISO and the affected system expressly provide an alternate queue priority date for ERAS projects. Interconnection requests with an earlier queue priority date as determined in accordance with this Section 9.4.3(a) will have a higher

relative queue priority than those with a later queue priority date.

3.5.3. Application of Affected Systems Coordination Procedures to Interconnection Requests Seeking ZG Interconnection Service

The Transmission Provider shall apply to ZG Interconnection Requests, and the ZG Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of a ZG Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable ZG Impact Assessment for such project; (2) The Transmission Provider will provide any affected systems analysis received from the affected system to the ZG Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the ZGIA is tendered, such ZGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the affected system within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit ZG Interconnection Requests to the applicable affected system individually and request that such affected system study the impacts of ZG Interconnection Requests on a serial basis; and (5) For those affected systems where MISO and the affected system utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue priority date for Interconnection Requests seeking ZG Interconnection Service as of the date MISO commences the ZG Study unless the controlling agreement between MISO and the affected system expressly provide an alternate queue priority date for ZG projects.

Interconnection requests with an earlier queue priority date as determined in accordance with this Section 3.5.3 will have a higher relative queue priority than those with a later queue priority date.

3.6 Withdrawal.

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

In the event that an MHVDC Transmission Connection Request is withdrawn or deemed withdrawn in accordance with the terms of Attachment GGG to the Tariff, then all Interconnection Requests associated with that MHVDC Transmission Connection Request will also be deemed withdrawn.

Withdrawal prior to or during Interconnection Customer Decision Point I shall result in the loss of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase Queue Position. Withdrawal after Interconnection Customer Decision Point I, but prior to or during Interconnection Customer Decision Point II shall result in the loss of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase Queue Position and forfeiture of the Definitive Planning Phase entry milestone (M2) payment. Withdrawal after Interconnection Customer Decision Point II shall result in the loss of Interconnection Customer's or MHVDC Connection

Customer's Definitive Planning Phase Queue Position and forfeiture of the M2, M3 and M4 milestone payments, except as otherwise provided in Section 7.6.2 and 7.8.

If an Interconnection Customer or MHVDC Connection Customer disputes the withdrawal and loss of its applicable queue position, then during Dispute Resolution, the Interconnection Customer's or MHVDC Connection Customer's Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its applicable queue position.

An Interconnection Customer or MHVDC Connection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently (i) incurs prior to the Transmission Provider's receipt of notice described above and (ii) will incur as a result of the withdrawal. Interconnection Customer or MHVDC Connection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data or results.

Transmission Provider shall (i) update the OASIS list of Interconnection Requests and (ii) refund to Interconnection Customer or MHVDC Connection Customer any portion of the Interconnection Customer's or MHVDC Connection Customer's study deposit that exceeds the costs that Transmission Provider has incurred or will incur as a result of the withdrawal as described in Section 13.3, including interest earned on the Interconnection Customer's or MHVDC Connection Customer's study deposit and Definitive Planning Phase entry milestone payment while held in Transmission Provider's interest-bearing, money market account, or if such account does not exist, then the interest calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii). In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall provide, at Interconnection Customer's or MHVDC Connection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

3.7 Additional requirements for Generating Facility Replacement Requests.

3.7.1 Requirements for Replacement Generating Facility Requests.

i) Except as provided in Section 3.7.1(i)(a) of this Attachment X, any Replacement Generating Facility must connect to the Transmission System at the same electrical Point of Interconnection (i.e. same voltage level at the interconnecting substation) as the Existing Generating Facility.

a. An Interconnection Customer shall perform, and Transmission Provider shall validate an evaluation study utilizing the latest available DPP phase model to ensure the Replacement Generating Facility connecting to a different Point of Interconnection will: (1) connect to the same voltage level unless the same voltage level is not available by the COD; (2) not cause new constraints, as demonstrated by a contingency analysis performed in accordance with BPM-015; (3) and change the Power Transfer Distribution Factor less than 5% on any branch unless it is a zero impedance element or a line on the shortest path without queued Interconnection Requests from the existing Point of Interconnection to the new Point of Interconnection.

ii) The request for Generating Facility Replacement must be submitted to the Transmission Provider by the Interconnection Customer for its Existing Generating Facility at least one (1) year prior to the date that the Existing Generating Facility will cease operation unless the Existing Generating Facility is in suspension or approved for suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage, and at least one (1) year prior to the Commercial Operation Date for the Replacement Generating Facility. An Interconnection Customer utilizing an extension to the Commercial Operation Date or In-Service Date as set forth in Section 4.4.4 of the GIP must submit the request for Generating Facility Replacement at least one (1) year prior to the extended Commercial Operation

Date. A unit with a surplus GIA may propose to replace its host Existing Generating Facility should the Surplus Host Unit retire and does not submit a timely replacement request. The unit with a surplus GIA shall submit its replacement request one (1) year prior to the proposed Commercial Operation Date of the Replacement Generating Facility. For the Existing Generating Facility approved for suspension or in forced outage, the request for Generating Facility Replacement must be submitted prior to 25th cumulative month of suspension or forced outage within 5 years period. The request shall include the planned or actual date of cessation of operation for the Existing Generating Facility and the expected Commercial Operation Date for the Replacement Generating Facility. The expected Commercial Operation Date of the Replacement Generating Facility must be at least one (1) Calendar Day after the date the Existing Generating Facility ceases operations.

iii) The Interconnection Customer shall request only ER Interconnection Service for the Replacement Generating Facility if the Existing Generating Facility has only ER Interconnection Service. The request for NR Interconnection Service for the Replacement Generating Facility, when the Existing Generating Facility has only ER Interconnection Service, shall be submitted as a separate Interconnection Request and shall proceed through the Definitive Planning Phase cycle in the same manner as an Interconnection Request for a new Generating Facility. The Interconnection Customer may request either ER Interconnection Service or NR Interconnection Service for the Replacement Generating Facility if the Existing Generating Facility has NR Interconnection Service. Requests for ER or NR Interconnection Service that exceed the amount of Interconnection Service for the Existing Generating Facility shall be processed as a new Interconnection Request for the amount of such excess pursuant to Section 3.7.1.iv of this Attachment X to the Tariff.

iv) If the Replacement Generating Facility requires Interconnection Service (MW) in

excess of that of the Existing Generating Facility that is being replaced, Interconnection Customer shall initiate a separate request for Interconnection Service in an amount (MW) equal to the excess. Such Interconnection Request shall be assigned a new Queue Position, and proceed through the Definitive Planning Phase cycle in the same manner as an Interconnection Request for a new Generating Facility.

v) If the request for Generating Facility Replacement requests less Interconnection Service (MW) than that of the Existing Generating Facility that is being replaced, the owner shall be required to submit an Attachment Y Notice for the amount (MW) of such decrease in generating capacity to the Transmission Provider prior to the execution of the GIA of the Replacement Generating Facility or the election by the Interconnection Customer to proceed unexecuted. If the Interconnection Customer indicates in its Interconnection Request that the Reliability Assessment Study shall include analysis of a retirement scenario, the timing of the associated Attachment Y will supersede the requirements of Section 38.2.7 of the Tariff, as the Reliability Assessment Study completed as part of generator replacement process will determine the system impacts for the loss of the generation.

vi) Except as provided in Section 3.7.1(vi)(a) of this Attachment X, no request for Generating Facility Replacement may be made until twelve (12) months have elapsed from: (1) the date of any assignment of the Generator Interconnection Agreement applicable to the Existing Generating Facility, or (2) the date of sale or other transfer of such Existing Generating Facility. When an Existing Generating Facility is owned by more than one party and such coownership has existed for at least twelve (12) months prior to the date that the request for Generating Facility Replacement has been made, the restrictions described in this paragraph on transfers shall not preclude such co-owners from determining their respective ownership percentages in the Replacement Generating Facility, provided that the ownership interests in the Replacement Generating Facility is disclosed in the

request of the Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement for Generating Facility Replacement. Upon submission of a request for Generating Facility Replacement, the Interconnection Customer shall not sell or otherwise transfer the Existing Generating Facility, the Replacement Generating Facility, nor assign the applicable Generator Interconnection Agreement except as provided in Section 3.7.1(vi)(a) of this Attachment X until such time as the Transmission Provider completes evaluation of the request for Generating Facility replacement unless the Interconnection Customer first withdraws such request for Generating Facility Replacement in writing. In the event that the Transmission Provider notifies Interconnection Customer that the request for Generating Facility Replacement has been granted, the prohibition on sales, transfers, or assignments not authorized by this Attachment X shall be extended in accordance with Section 3.7.5 of this Attachment X. For purposes of this Section 3.7.1 (vi), prohibited assignments include assignments to affiliates pursuant to Article 19.1 of the *pro forma* Generator Interconnection Agreement or any analogous provision in the applicable GIA.

a. An Interconnection Customer may: (1) sell or otherwise transfer its Existing Generating Facility, (2) assign its Generator Interconnection Agreement; or (3) sell or otherwise transfer a Replacement Generating Facility to an entity or entities meeting the requirements of Section 3.7.1(vi)(a)(1) below without violating this Section 3.7.1(vi) if all of the following conditions are satisfied prior to such sale, assignment or transfer becoming effective:

    1. The Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement demonstrates to the Transmission Provider that it both:

        i. Holds, directly or indirectly, not less than a 25% ownership interest in each entity receiving the

applicable assignment or transfer as demonstrated through documentation of: (1) shares or a partnership interests in the transferee/assignee; (2) a right to receive at least 25% of net proceeds from the sale of the transferred or assigned generating facility; or (3) another form of interest in the transferee/assignee that is recognized by the Commission as equivalent to an ownership interest;

ii. Has the documented right to direct the performance of such entity with respect to any obligation under MISO's Tariff and Generator Interconnection Agreement applicable to the transferred Generating Facility; and

2. The Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement and the entity that received the assignment or transfer commit in documentation to be supplied to the Transmission Provider prior to the effective date of any sale, assignment or transfer: (i) that the Interconnection Customer shall retain the ownership and control required by Section 3.7.1(vi)(a)(1) of this Attachment X until the Replacement Generating Facility achieves commercial operation in accordance with Section 3.7.5 of this Attachment X, unless the request for Generating Facility Replacement is denied or withdrawn; (ii) that the entity receiving the assignment or transfer under this section 3.7.1(vi) of this Attachment X agrees not to further sell, transfer or assign its interests in the Existing Generating Facility, Replacement Generating Facility, or Generator Interconnection Agreement except in accordance with this Attachment X; and (iii) to provide the Transmission Provider upon request with

documentation demonstrating continued compliance with the requirements of Section 3.7.1(vi) of this Attachment X at any time prior to the date that the applicable Replacement Generating Facility achieves commercial operation; and

3. The Interconnection Customer receives the consent of the Transmission Provider, which consent shall be granted upon the Transmission Provider determining that the proposed transfer(s) or assignment(s) comply with the requirements of Section 3.7.1(vi)(a) of these Generator Interconnection Procedures.

A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable GIA that violates this Section 3.7.1 (vi) or Section 3.7.1(vi)(a) of Attachment X shall void the request for Generating Facility Replacement.

3.7.1.1 Requirements for modification of Replacement Generating Facility Requests. The request to modify the Replacement Generating Facility shall be submitted any time prior to the commencement of the evaluation process for Generating Facility Replacement requests.

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

2) If the revised planned date of cessation of operation for the Existing Generating Facility is after the planned date of cessation of operation specified in original request, a notification for Replacement Generating Facility must be submitted to the MISO Resource Utilization team (resourceretirement@misoenergy.org) at least

thirty (30) Calendar Days prior to the original date that the Existing Generating Facility is planned to cease operation. The revised planned date of cessation must be at least one (1) Calendar Day before the Commercial Operation Date of the Replacement Generating Facility, including any extension provided and utilized under Section 4.4.4 of the GIP.

3) If the revised expected Commercial Operation Date for the Replacement Generating Facility is after the expected Commercial Operation Date for the Replacement Generating Facility in the original request, a new request for Replacement Generating Facility must be submitted at least one (1) year prior to the date that the Existing Generating Facility is planned to cease operation, unless the Existing Generating Facility is in suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage.

3.7.2 Evaluation Process for Generating Facility Replacement Requests.

The Transmission Provider will evaluate Generating Facility Replacement requests in the order in which they are submitted. The evaluation will consist of two studies: i) a Replacement Impact Study as set forth in Section 3.7.2.1 of the GIP, and ii) a Reliability Assessment Study as set forth in Section 3.7.2.2 of the GIP.

Transmission Provider shall use Reasonable Efforts to complete the Replacement Impact Study and Reliability Assessment Study and share results with the Interconnection Customer within one hundred eighty (180) Calendar Days of the request.

3.7.2.1 Generating Facility Replacement—Replacement Impact Study.

The Replacement Impact Study will include analyses to determine if the Replacement Generating Facility has a material adverse impact on the Transmission System when compared to Existing Generating Facility. The Replacement Impact Study may include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses, as necessary, to ensure that required reliability conditions are studied. If the

Replacement Impact Study identifies any materially adverse impact from operating the Replacement Generating Facility when compared to the Existing Generating Facility, such impacts shall be deemed a Qualified Change, and in order to move forward, the Interconnection Customer must submit all information and milestone payments necessary for a valid Interconnection Request for a new Generating Facility pursuant to Section 3.3 of this GIP, be assigned queue priority as of the date such information and milestones are provided, and proceed through the Definitive Planning Phase cycle as an Interconnection Request for a new Generating Facility. In such event, the Interconnection Customer shall be subject to the timing and requirements of Section 38.2.7 of the Tariff for any retirement of the Existing Generating Facility.

3.7.2.2 Generating Facility Replacement—Reliability Assessment Study

The Reliability Assessment Study for the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date including any extension provided under Section 4.4.4 of the GIP of the Replacement Generating Facility shall evaluate the performance of the Transmission System to determine if thermal and/or voltage violations of applicable the Electric Reliability Organization Standards and Transmission Owner planning criteria are caused by removing the Existing Generating Facility from service prior to the Commercial Operation Date of the Replacement Generating Facility. This study shall compare the conditions on the Transmission System that would exist if the Existing Generating Facility is taken offline to the conditions on the Transmission System as they exist when the Existing Generating Facility is online. The scope of Reliability Assessment Study may include stability analysis as necessary. The Existing Generating Facility shall be responsible for mitigating any reliability violation identified in the Reliability Assessment Study and may not cease operations until all mitigations are implemented or are in service. Mitigation for this interim period may, as applicable, include: (i) redispatch/reconfiguration through operator instruction; and (ii) remedial action scheme or any other operating steps depending upon the type of reliability violation identified.

The Interconnection Customer may request in its Interconnection Request that the Reliability Assessment Study include an analysis equivalent to an Attachment Y study, as defined in Section 38.2.7 of the Tariff. The Transmission Provider shall include such analysis in the Reliability Assessment Study when requested. After completion of the Reliability Assessment Study with all reliability violations mitigated for the Existing Generating Facility, the Interconnection Customer may choose to submit an Attachment Y request to obtain suspension approval based on Reliability Assessment Study results before the GIA for the Replacement Generating Facility is executed or the Interconnection Customer elects to proceed unexecuted or sixty (60) days after the request for Generating Facility Replacement request is withdrawn.

3.7.3 Generating Facility Replacement - Notice to Proceed

Interconnection Customer requesting Generating Facility Replacement shall inform Transmission Provider within thirty (30) Calendar Days after having received results of the Replacement Impact Study and Reliability Assessment Study of its election to proceed and Transmission Provider will initiate an Interconnection Facilities Study or tender a draft GIA. Interconnection Customer that fails to provide an election to proceed within thirty (30) Calendar Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

3.7.4 Scope of Interconnection Facilities Study

Interconnection Facilities Study focusing on the Interconnection Facilities for the Replacement Generating Facility will start, if the Transmission Provider determines such a study is necessary, upon Interconnection Customer's notice to proceed to the Transmission Provider after completion of the Replacement Impact Study and the Reliability Assessment Study. This Interconnection Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days.

3.7.5 GIA for Generating Facility Replacement.

Transmission Provider shall tender a draft *pro forma* GIA or GIAs or, if deemed appropriate, an amended GIA or GIAs that conforms to the *pro forma* GIA in effect at the time, within thirty (30) Calendar Days after the Interconnection Customer communicates its election to proceed with Generator Replacement if an Interconnection Facilities Study is not required or within thirty (30) Calendar Days after final Facility Study reports are provided to the Interconnection Customer. An Interconnection Customer that transferred or assigned a Replacement Generating Facility to one or more entities consistent with the requirements of 3.7.1(vi)(a) may elect for each such entity to receive a separate GIA for its Replacement Generating Facility. The draft *pro forma* GIA shall include updated appendices describing the timing of Generating Facility Replacement and a condition that the GIA or GIAs cannot be assigned and the Replacement Generating Facility cannot be transferred to any other Party, including an affiliate of the Interconnection Customer other than as allowed by Section 3.7.1(vi)(a) of this Attachment X, until such date as the applicable Replacement Generating Facility achieves commercial operation. A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable GIA that violates this Section 3.7.5 shall be void and constitute a material breach of the GIA.

If the MW of a Generating Facility Replacement request is less than the MW of the Existing Generating Facility that is being replaced, the Interconnection Customer cannot make any additional Generating Facility Replacement requests after the first GIA for the Generating Facility Replacement is executed or the Interconnection Customer elects to proceed unexecuted.

3.8 Identification of Contingent Facilities.

MISO identifies Contingent Facilities using the following three methods:

i. Review all transmission facilities included in Interconnection System Impact Studies performed for an Interconnection Request that are: (1) listed in Appendix

A of the Transmission Provider's Transmission Expansion Plan (MTEP) that are not yet in service, unless the Transmission Provider determines through the exercise of engineering judgment and after consultation with the applicable Transmission Owner(s), that such project does not address an existing overload and will not impact the injection of the Interconnection Request, such as age related line renewal projects that are not Baseline Reliability Project; or (2) identified as Network Upgrades through the System Impact Studies for higher queued Interconnection Requests that are not yet in service. Contingent Facilities shall be identified from this list as those facilities that meet the following criteria:

a. Power Transfer Distribution Factor or Outage Transfer Distribution Factor ≥ 5% and;

b. MW impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 5 MW, and;

c. MW impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 1% of the Facility Rating.

ii. All Network Upgrades identified in the Final System Impact Study for a given Interconnection Request pursuant to Section 7.3.3.3 of this GIP.

iii. Coordination with applicable Affected System parties to determine what Contingent Facilities have been identified through Affected System studies based on their respective criteria.

The Contingent Facilities identified for a given Interconnection Request are the total of all facilities identified through each of the foregoing three methods as well as all JTIQ Upgrades included in a JTIQ Portfolio that meet one of these foregoing methods, for which the Interconnection Customer has been designated for inclusion in the JTIQ Participation Group. Transmission Provider shall provide an initial list of Contingent Facilities at the start of the Interconnection Customer Decision Point II, which list shall include facilities identified in the Revised System Impact Study performed pursuant to

Section 7.3.2.3, and the final list of Contingent Facilities shall be documented in Appendix A of the Generator Interconnection Agreement for such Interconnection Request. The estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time of each identified Contingent Facility shall be provided in Appendix A of the Generator Interconnection Agreement for such Interconnection Request when this information is readily available and not commercially sensitive.

3.9 Expedited Resource Addition Study.

3.9.1 Requirements for Expedited Resource Addition Study.

A request for processing through the Expedited Resource Addition Study made by an Interconnection Customer must meet the requirements listed in Section 3.3.1 above, plus the following requirements:

1. The Interconnection Request shall be accompanied by a written verification from the RERRA (or its documented representative) where the load to be served by the Generating Facility is located, subject to the procedures or methods the RERRA requires, that either:

    i. the new, incremental load addition claimed by the Interconnection Customer is valid and not otherwise included in a resource plan or other process under the RERRA's purview.

        a. The RERRA (or its documented representative) may provide such written verification in conjunction with another state or municipal agency or official (e.g. economic development authority or governor's office) to verify the new, incremental load addition above.

    or

ii. the Generating Facility proposed by the Interconnection Customer will address a resource adequacy deficiency as determined by the RERRA, State, Load Serving Entity, or Interconnection Customer. The determination can be supported by:

a. A state energy forecast, or other forward-looking forecast;
b. Commencement of a state proceeding;
c. Review of a RERRA, LSE, or other state resource plan or document, which may include, but is not limited to: integrated resource plans, procurement plans, or other plan or study types;
d. Response to a Request for Proposals (RFP); or
e. Other process, or delegation of authority, as determined by the RERRA or RERRA regulations (including in retail choice states).

or

iii. If an Interconnection Customer's new Generating Facility will address a resource adequacy deficiency and will either:

(1) serve retail choice load located in a state that limits the amount of load that can select retail choice to a percentage of the electric utility's average weather-adjusted retail sales;

or

(2) serve load in a retail choice state and will be located in a retail choice state other than one that limits the amount of load that can select retail choice to a percentage of the electric utility's average weather adjusted retail sales,

then the Interconnection Customer will indicate the specific load on the Interconnection Request in Section 4.s of Appendix 1 and provide the evidence of determination in (ii) above, but will not be required to include

a written verification from a RERRA as described in section 3.9.1(i) or (ii). The Transmission Provider shall notify the respective RERRA that an Interconnection Request for a new Generating Facility has been submitted requesting processing through the Expedited Resource Addition Study process and transmit a copy of the Interconnection Request to the respective RERRA. The RERRA shall have 10 Business Days from the date of the Transmission Provider's notification and the simultaneous transmittal of the copy of the Interconnection Request to notify the Transmission Provider that the Interconnection Request should not be considered in the ERAS process. If no such notice is received at the end of 10 Business Days or if the RERRA notifies the Transmission Provider of its non-opposition prior to the end of the 10 Business Days, the Interconnection Request shall be studied through the Expedited Resource Addition Study process provided it meets the requirements listed in Section 3.3.1 and Section 3.9.2.

A RERRA's written verification is not intended to constitute or provide evidence of any final determination of need or suitability of the project for any purpose by the issuing entity beyond requesting that the Transmission Provider apply the ERAS process for such project.

and

2. An executed agreement evidencing that the projects submitted for ERAS processing is intended to be used by the entity with the claimed resource adequacy and/or reliability need. Such agreement shall take one of the following forms:
   a. A Load Serving Entity acknowledgement to self-supply;
   b. A Power Purchase Agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the project for

ERAS consideration and the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);

c. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or

d. Other agreement between the entity submitting the Interconnection Request, including the RERRA verification letter as appropriate, and the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity), stating that the ERAS project will be used to meet an identified resource adequacy deficiency.

No changes shall be made to the ERAS Interconnection Request after submission.

3.9.2 Evaluation Process for Expedited Resource Addition Study.

The Transmission Provider will evaluate Expedited Resource Addition Study requests in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum number of the ERAS Interconnection Requests studied in the ERAS process to no more than 68 projects total until the sunset date noted in Section 3.9.9. The Transmission Provider has carved out a maximum of 8 Interconnection Requests of the total 68 Interconnection Requests that may be submitted in accordance with 3.9.1.1(iii) to serve retail choice load and 10 Interconnection Requests of the total 68 Interconnection Requests that may be submitted by Independent Power Producers (IPPs) with agreements with entities other than Load Serving Entities to ERAS

until the sunset date noted in Section 3.9.9. The remaining 50 Interconnection Requests of the total 68 Interconnection Requests may be submitted by IPPs or Load Serving Entities (LSEs) to serve non-retail choice load.

Interconnection Requests submitted by IPPs with agreements with entities other than LSEs to ERAS will be counted first towards the 10 Interconnection Requests cap of the total 68 Interconnection Requests before the 50 Interconnection Requests to serve non-retail choice load. After the 10 Interconnection Requests submitted by IPPs with agreements with entities other than LSEs are accepted by the Transmission Provider, any subsequent Interconnection Request submitted by IPPs will count toward the remaining 50 Interconnection Requests to serve non-retail choice load.

The Transmission Provider will limit the maximum size of each ERAS Quarterly Study Period to no more than 15 Interconnection Requests. If more than 15 Interconnection Requests are submitted for one ERAS Quarterly Study Period, those surpassing the limit will be studied in a subsequent ERAS study cycle in the order in which they were submitted. If an ERAS Interconnection Request is within a similar geographical area or impacts the same constraint as another ERAS Interconnection Request within the same ERAS Quarterly Study Period, as defined in the Generator Interconnection Business Process Manuals, then the later submitted request(s) will be studied in a subsequent ERAS study cycle.

An Interconnection Request that does not meet the requirements of ERAS per Section 3.9.1 will be notified by the Transmission Provider and automatically moved to the standard Definitive Planning Phase queue unless the customer chooses to opt out by notifying Transmission Provider. If deemed ineligible for the ERAS process, the project will forfeit its Non-Refundable Deposit D1.

An Interconnection Customer submitting an Interconnection Request to a standard Definitive Planning Phase queue may also submit a request for ERAS for

evaluation. If the request meets the requirements for ERAS processing set forth in Section 3.9.1, the Interconnection Request seeking processing through the standard Definitive Planning Phase queue must be withdrawn from the Definitive Planning Phase queue prior to ERAS kickoff. Upon withdrawing from the Definitive Planning Phase queue, the project will forfeit its Non-Refundable Deposit D1 and will be subject to penalties per Sections 7.6.2.1.1 and 7.8.

An Interconnection Request included in an active Definitive Planning Phase that has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to the ERAS if they meet the requirements for ERAS processing. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the ERAS requirements in Section 3.9.1. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to ERAS after a period of one year from the withdrawal date.

3.9.3 The Study.

The Interconnection Study for ERAS will follow the same manner of NR Interconnection Study as noted in Sections 3.2.1.2 and 3.2.2.2 needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. Transmission Provider will use Reasonable Efforts to study ERAS Interconnection Requests from all Interconnection Customers regardless of Generating Facility within sixty (60) Calendar Days after the kickoff date for such study. The study will be performed for each Interconnection Request individually in a serial fashion based on their submission date per ERAS Quarterly Study Period. The study will result in a Final System Impact Study and any associated Interconnection Facilities Studies.

Transmission Provider shall include in the final study any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

3.9.4 Notice to Proceed to EGIA.

Interconnection Customer requesting to be included in ERAS shall inform Transmission Provider of its election to proceed within five (5) Calendar Days after receiving the draft results of the Expedited Resource Additions Study. Interconnection Customer that fails to provide an election to proceed within five (5) Calendar Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP. EGIA execution shall occur no later than 30 Calendar days after receiving Interconnection Customer's election to proceed.

3.9.5 GIA for Expedited Resource Addition Study Projects (EGIA).

Transmission Provider shall tender a draft *pro forma* EGIA, that conforms to the *pro forma* GIA in effect at the time, as modified for ERAS, within five (5) Business Days after the Customer provides notice to proceed to EGIA negotiations. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft EGIA, the draft EGIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer. Upon tender of the EGIA, the ERAS Interconnection Request shall be subject to the timing and procedures set forth in Sections 11.1 through 11. 4 of these GIP.

Transmission Provider shall include in the final EGIA any Affected System Study

results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected System analysis is not available for inclusion in the final EGIA, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. An Interconnection Request included in a JTIQ Participation Group shall adhere to all JTIQ procedures, and execute JTIQ Service Agreements as applicable.

3.9.6 Expedited Resource Addition Study Refunds.

3.9.6.1 Refunds of Expedited Resource Addition Study Deposits D2.

Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Expedited Resource Addition Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

3.9.6.2 Refunds of Expedited Resource Addition Study Entrance Milestone (M2).

Interconnection Customers are eligible to receive one hundred percent (100%) refund of the Expedited Resource Addition Study entry milestone (M2) upon withdrawal prior to execution of the EGIA. Interconnection Customers that terminate the EGIA after execution are eligible to receive a refund of the remaining M2 milestone payment.

3.9.6.3 Applicability of Expedited Resource Addition Milestone Payment (M2) to Expedited Generator Interconnection Agreement Initial Payment.

In the event the Interconnection Customer has elected to make its milestones in the form of cash, Transmission Provider will transfer the Expedited Resource Addition Study milestone to the appropriate

Transmission Owner to satisfy the initial payment requirement of the Expedited Generator Interconnection Agreement, TCA or other applicable service agreement within forty-five (45) Calendar Days of the effective date of the Expedited Generator Interconnection Agreement, TCA or other applicable service agreement. The Transmission Provider shall refund milestone cash payments exceeding the initial payment requirement to the Interconnection Customer upon Interconnection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the effective date of the Generator Interconnection Agreement. In the event the milestone payments are less than the initial payment requirement, the Interconnection Customer shall be responsible for the remaining payment to the Transmission Owner.

In the event that the Interconnection Customer withdraws and terminates its EGIA after execution of the EGIA by all parties or after EGIA is filed unexecuted the Interconnection Customer will be liable for the Network Upgrades documented in the EGIA and corresponding FCAs or MPFCAs, including those Network Upgrades arising from the Affected System Study process.

3.9.7 Transfer of Ownership of Expedited Resource Addition Study request.

An Interconnection Customer participating in the Expedited Resource Addition Study may transfer its Interconnection Request to another entity only after execution of the EGIA or filing the EGIA unexecuted. The new entity must maintain the eligibility requirements per Sections 3.3.1 and 3.9.1.

3.9.8 Modifications of Expedited Resource Addition Study request.

After entering the Expedited Resource Addition Study as defined in Section 3.9.3, no changes to the In-Service Date or Commercial Operation Date of the Generating Facility is permitted via section 4.4.4. An ERAS Interconnection

Request that is deferred to the next available ERAS Quarterly Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the ERAS Quarterly Study Period in which its application is studied. At the completion of the Expedited Resource Addition Study, the Commercial Operation Date and In-Service Date shall be set forth in the EGIA.

3.9.9 Sunset of Expedited Resource Addition Study process.

Following the effective date of the Tariff revisions accepted in Commission Docket No. ER25-____, the Transmission Provider will terminate the ERAS process at the earlier of the completion of sixty-eight ERAS Interconnection Request studies or August 31, 2027. In the event the Transmission Provider determines the sunset date should be extended, the Transmission Provider shall submit an additional filing to the Commission pursuant to Section 205 of the Federal Power Act seeking such later sunset date. Upon termination of ERAS, the Transmission Provider will no longer accept new ERAS Interconnection Requests. Any ERAS Interconnection Requests accepted but cannot be studied due to the sunset of the ERAS process will automatically move to the standard Definitive Planning Phase queue unless the customer chooses to withdraw. If deemed ineligible for the ERAS process, the project will forfeit its Non-Refundable Deposit D1.

3.10 Penalties for Failure to Meet Study Deadlines.

(1) Transmission Provider or Transmission Owner(s), as applicable, shall be subject to a penalty if it fails to complete a Group Study, Interconnection Facilities Study, Affected System Study, or Affected System Network Upgrade facilities study or a restudy of any of the foregoing by the applicable deadline as set forth in the GIP, applicable Joint Operating Agreement, Joint Planning Agreement, or any other agreements filed with the Commission.

(2) For purposes of determining compliance with this Section and the calculation of

penalties, the applicable study period is the time to complete the studies identified in Section 3.9(1), not including model review, Interconnection Customer review of draft study reports, and Decision Point as provided in Sections 7.1 through 7.3 of this GIP. Excluding the Interconnection Facilities Study, the study period for all applicable studies shall begin the day after the applicable study's model review period ends, as set forth in Section 7 of this GIP. The study period shall conclude when the draft study report for the applicable study is posted or otherwise transmitted to Interconnection Customers. For Interconnection Facilities Study, the applicable study period shall be ninety (90) Calendar Days, starting when Transmission Provider submits to the applicable Transmission Owner(s) a statement of work and purchase order and ending when the draft study report is transmitted to Interconnection Customers pursuant to Sections 7.3.2.5 and 7.3.3.4.

(3) Transmission Provider or applicable Transmission Owner(s) shall pay the penalty for each late Group Study, Group Restudy, or Interconnection Facilities Study on a pro rata basis per Interconnection Request to all Interconnection Customer(s) included in the relevant study that did not withdraw, or were not deemed withdrawn, from Transmission Provider's interconnection queue before the conclusion of the applicable study in proportion to each Interconnection Customer's final study costs.

(4) Transmission Provider or applicable Transmission Owner(s) shall pay the penalty for a late Affected System Study or Affected System Network Upgrade facilities study on a pro rata basis per interconnection request to all Affected System Interconnection Customer(s) included in the relevant Affected System Study, or Affected System Network Upgrade facilities study that did not withdraw, or were not deemed withdrawn, from the host transmission provider's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study costs.

(5) For delayed studies performed by a Transmission Owner, or its subcontractor or delegee, the Transmission Provider shall invoice the applicable Transmission Owner(s) who performed the delayed study for the amount of the penalty calculated in accordance with Section 3.9(6) and (7). within fifteen (15) Business Days after the date that the final study report for the delayed study is posted to OASIS or MISO's public website.

The invoiced Transmission Owner(s) shall remit the invoiced amount to the Transmission

Provider not later than forty-five (45) Calendar Days after the date of such invoice. Payment of such funds to the Transmission Provider shall not constitute an admission of liability for the delay or prejudice the ability of the applicable Transmission Owner(s) or Transmission Provider to seek relief from such penalties from the Commission or recover penalty amounts from others as provided in Section 3.9(8) of these GIP. The Transmission Provider shall hold all penalty amounts collected pursuant to this subsection during the pendency of any appeal to the Commission or reassignment proceeding for such penalties authorized by Section 3.9(8) of these GIP or until the deadline for initiating such a proceeding has expired in the event such a proceeding has not been initiated. Thereafter, the Transmission Provider shall distribute to the applicable Interconnection Customer(s) or refund to the paying Transmission Owner(s) all collected funds as required by this Section 3.9 or otherwise ordered by the Commission.

(6) Any study delay penalty shall be distributed by forty-five (45) Calendar Days after the later of: (a) the date that the final Interconnection Facilities Studies report has been posted at the end of Phase III for the applicable study group that experienced a study delay, (b) the conclusion of a proceeding regarding such study delay as provided in Section 3.9(9) of these GIP, or (c) the date MISO receives the full penalty payment(s) from the party(ies) responsible for the delay.

(7) For penalties assessed in accordance with this Section, the penalty amount will be equal to: $1,000 per Business Day for delays of Group Studies beyond the applicable deadline set forth in this GIP; $2,000 per Business Day for delays of Group Re-Studies beyond the applicable deadline set forth in this GIP; $2,000 per Business Day for delays late Affected System Study or Affected System Network Upgrade facilities study beyond the applicable deadline as set forth in the GIP, applicable Joint Operating Agreement, Joint Planning Agreement, or other agreement filed with the Commission as provided in Section 8 of this GIP; and $2,500 per Business Day for delays of the Interconnection Facilities Studies beyond the applicable deadline set forth in this GIP.

(8) The total amount of a penalty assessed under this Section shall not exceed: (a) one hundred percent (100%) of Study Deposit 2 (D2) received for all of the Interconnection Requests in the Cluster for Group Studies and Group Restudies; (b) one hundred percent

(100%) of the Study Deposit 2 (D2) received for the single Interconnection Request in the study for Facilities Studies; and (c) one hundred percent (100%) of the study cost(s) that Transmission Provider collects for conducting the Affected System Study.

(9) Transmission Provider or Transmission Owner(s), as applicable, may appeal to the Commission any penalties imposed under this Section. Any such appeal must be filed no later than forty-five (45) Calendar Days after the posting of the final DPP Phase III Final System Impact Study results to OASIS or MISO's public website for the study group that experienced a delayed study. While an appeal to the Commission is pending, Transmission Provider or applicable Transmission Owner(s) shall remain liable for the penalty, but need not distribute the penalty until forty-five (45) Calendar Days after (1) the deadline for filing a rehearing request has ended, if no requests for rehearing of the appeal have been filed, or (2) the Commission's final determination. The Commission may excuse Transmission Provider or applicable Transmission Owner(s) from penalties under this Section for good cause. Transmission Provider or Transmission Owner(s) assessed a penalty under this Section may submit a filing to the Commission under Section 205 of the Federal Power Act to recover costs of any study delay penalty imposed from a party or parties that contributed to the delay.

(10) No penalty will be assessed under this Section where a study is delayed by ten (10) Business Days or less. If the study is delayed by more than ten (10) Business Days, the penalty amount will be calculated from the first Business Day the Transmission Provider or applicable Transmission Owner(s) missed the applicable study deadline.

(11) The deadline for a relevant study may be extended thirty (30) Business Days from the original, applicable study deadline if: (a) Transmission Provider or Transmission Owner(s), as applicable, needs to extend the deadline for a particular study subject to penalties under this Section and (b) all Interconnection Customers or Affected System Interconnection Customers included in the relevant study mutually agree to such an extension. No penalty shall be assessed to Transmission Provider or applicable Transmission Owner(s) missing the original study deadline if the study deadline is extended pursuant to this subsection.

(12) No penalties shall be assessed until the third Group Study cycle after the

Commission-approved effective date of Transmission Provider's filing made in compliance with the Final Rule in Docket No. RM22-14-000.

(13) Transmission Provider must maintain on its OASIS or its public website summary statistics related to penalties assessed under this Section, updated quarterly. For each calendar quarter, Transmission Provider must calculate and post (1) the total amount of penalties assessed under this Section during the previous reporting quarter and (2) the highest penalty assessed under this Section paid to a single Interconnection Customer or Affected System Interconnection Customer during the previous reporting quarter. Transmission Provider must post on its OASIS or its website these penalty amounts for each calendar quarter within thirty (30) Calendar Days of the end of the calendar quarter. Transmission Provider must maintain the quarterly measures posted on its OASIS or its website for three (3) calendar years with the first required posting to be the third Group Study cycle with an application deadline after July 28, 2025.

3.11 Additional Requirements for Interconnection Requests Seeking ZG Interconnection Service

A request for ZG Interconnection Service made by an Interconnection Customer must meet the requirements listed in section 3.3.1 above, plus the following requirements:

i. An Interconnection Request for seeking ZG Interconnection Service shall include a one line diagram showing the Generating Facility and associated electrical equipment with appropriate rating and impedance information and all the ZG Associated Load including all Point(s) of Withdrawal and the Point of Interconnection of the Generating Facility to the Transmission System for the Interconnection Request.

ii. An Interconnection Request seeking ZG Interconnection Service shall include a detailed power flow model for the proposed Generating Facility that includes all ZG Associated Load, Point(s) of Withdrawal and the Point of Interconnections for the Interconnection Request, as well as any proposed system protection facilities.

Any proposed Generating Facility requesting ZG Interconnection Service must have a Point of Interconnection that is located at the same voltage level of the same

interconnection substation as the Point(s) of Withdrawal for the ZG Associated Load it will serve.

iii. The proposed Generating Facility requesting ZG Interconnection Service must not require the construction of Network Upgrades beyond the substation where the Point of Interconnection is located other than System Protection Facilities.

iv. The Interconnection Request for ZG Interconnection Service must be submitted to the Transmission Provider by the Interconnection Customer at least 180 days prior to the earlier of: (a) the Commercial Operation Date for the Generating Facility seeking ZG Interconnection Service or (b) for a ZG Associated Load not already in service as of the date the Interconnection Service is submitted, the need-by date for such ZG Associated Load. The Interconnection Request for ZG Interconnection Service shall include the expected Commercial Operation Date for the Generating Facility and the need-by date for the ZG Associated Load.

v. The amount of ZG Interconnection Service is limited to and shall not exceed the total Demand of the ZG Associated Load for that Generating Facility.

vi. The Interconnection Request for ZG Interconnection Service must include the modeling and other technical data described in the Generator Interconnection Business Practices Manual for the ZG Associated Load to enable the Transmission Provider to model such Load in ZG Interconnection Service studies.

vii. The Interconnection Request for ZG Interconnection Service shall be accompanied by an executed agreement evidencing that the full output of the Generating Facility for which ZG Interconnection Service is sought is intended to be used by the entity(s) with the ZG Associated Load. Such agreement shall take one of the following forms and state an expected term of at least five years to align with MISO's transmission planning horizon as described in Section I.D.1.b of Attachment FF to the Tariff:

a. A Load Serving Entity acknowledgement to self-supply its ZG Associated Load;

b. A Power Purchase Agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the Interconnection Request for ZG Interconnection Service and the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load

Serving Entity);

c. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);

d. Other agreement between the entity submitting the Interconnection Request, and the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity), stating that the Generating Facility will be used to provide its full output to the ZG Associated Load; or

e. An acknowledgement by the Interconnection Customer that it is the entity that owns the ZG Associated Load that such entity is both permitted by applicable law and intends to self-supply its ZG Associated Load through using onsite generation.

ix. An Interconnection Request for ZG Interconnection Service shall not include a request for any other type of Interconnection Service (e.g., ERIS or NRIS). This paragraph shall not be construed to prevent an Interconnection Customer from submitting a separate Interconnection Request for another type of Interconnection Service for the same Generating Facility using the process specified by these Generator Interconnection Procedures for such request type. In the event that an Interconnection Customer obtains another form of Interconnection Service for the same Generating Facility, such service shall be deemed to supersede any previously-granted ZG Interconnection Service upon its effective date.

3.11.1 Requirements for modification of Interconnection Service Requests seeking ZG Interconnection Service

No changes shall be made to an Interconnection Request seeking ZG Interconnection Service after submission except that in the event that the ZG

Associated Load designates or changes its proposed Point(s) of Withdrawal subsequent to the Interconnection Customer submitting its Interconnection Request for ZG Interconnection Service such that the ZG Associated Load would not have a Point of Withdrawal at the same substation and voltage level as the Point of Interconnection, the Interconnection Customer shall be required to move its proposed Point of Interconnection to match the substation and voltage level of the Point(s) of Withdrawal as described in Section 4.4 of these GIP. In the event that the POW changes after the Interconnection Customer receives an effective ZGIA, the parties shall amend such ZGIA to align the POI with the new location of the POW and change the Commercial Operation Date to a date no earlier than 180 days after the date the Transmission Provider was notified of such POW change. No delivery of Energy to the ZG Associated Load shall be allowed to occur prior to such revised date without the prior written consent of the Transmission Provider. An Interconnection Customer seeking to make changes other than those authorized by this Section 3.11.1 may withdraw its ZG Interconnection Request and resubmit as a new application with new deposits.

3.11.2 Evaluation Process for ZG Interconnection Service Interconnection Requests

The Transmission Provider will evaluate Interconnection Service requests seeking ZG Interconnection Service in the order in which they are submitted. The evaluation will consist of a ZG Impact Assessment as set forth in Section 3.2.5.2.1 and a ZG Facilities Study as set forth in Section 3.2.5.2.2.

The Transmission Provider will limit the maximum size of each ZG Quarterly Study Period to no more than 10 Interconnection Requests. If more than 10 Interconnection Requests are submitted for one ZG Quarterly Study Period, those surpassing the limit will be studied in a subsequent ZG Quarterly Study Period in the order in which they were submitted.

The Transmission Provider shall use Reasonable Efforts to complete the ZG

Impact Analysis and for all Interconnection Requests included in a ZG Quarterly Study Period and share results with the applicable Interconnection Customer within ninety (90) Calendar Days of the date that the Transmission Provider commences the applicable ZG Quarterly Study Period. Transmission Provider shall use Reasonable Efforts to complete each portion of the ZG Facilities Study within ninety (90) Calendar Days of the date such portion commences.

Transmission Provider shall include in the final study report for the ZG Impact Analysis any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

An Interconnection Request included in an active Definitive Planning Phase that has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to the ZG interconnection Service process if they meet the requirements for ZG Interconnection Service. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the requirements for an Interconnection Request for ZG Interconnection Service set forth in Section 3.11. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection Request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to the ZG Interconnection Service study process after a period of one year from the withdrawal date.

3.11.3 ZG Interconnection Service - Notice to Proceed

Interconnection Customer requesting ZG Interconnection Service shall inform Transmission Provider within five (5) Business Days after having received results

of the ZG Impact Analysis of its election to proceed and Transmission Provider will complete the ZG Facilities Study and then tender a draft ZG Interconnection Agreement. If the Interconnection Customer fails to provide a notice of its election to proceed within five (5) Business Days after having received the results of the Transmission Provider's evaluation, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

3.11.4 ZGIA for ZG Generating Facility

Transmission Provider shall tender a draft *pro forma* ZGIA or ZGIAs or, if deemed appropriate, an amended ZGIA or ZGIAs that conforms to the *pro forma* ZGIA in effect at the time, within five (5) Business Days after the Interconnection Customer communicates its election to proceed with ZG Interconnection Service, and complete any unfinished portion of the Facilities Study and tender the results to Interconnection Customer within the timeframe specified in Section 3.11.2 of these GIP.

SECTION 4. QUEUE POSITION.

4.1 General.

Transmission Provider shall assign a Queue Position as follows: the Queue Position within the queue shall be assigned based upon the date and time of receipt of all items required pursuant to the provisions of Section 3.3 of this GIP. All Interconnection Requests submitted and validated in a single Group Study shall be considered equally queued. Transmission Provider shall assign a Queue Position based upon the initial date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information or materials included with the application form, and Interconnection Customer or MHVDC Connection Customer provides such information in accordance with Section 3.3.1, then Transmission Provider shall assign Interconnection Customer or MHVDC Connection

Customer a Queue Position based on the initial date and time of receipt of the Interconnection Request. Moving a Point of Interconnection or Point of Connection shall result in a reassignment of the Queue Position except as otherwise noted in Section 4.4.

The Definitive Planning Phase Queue Position will be established based upon the date and time Interconnection Customer or MHVDC Connection Customer initially submits its Interconnection Request provided that Interconnection Customer subsequently satisfies all of the requirements of Section 7.2 to enter the Definitive Planning Phase and the Interconnection Request is accepted as valid by the Transmission Provider. The Definitive Planning Phase Queue Position will also be used for the determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request, except for Group Studies. The determination of cost responsibility for common facilities necessary to accommodate two or more Interconnection Requests participating in a Group Study may depend on factors other than the Definitive Planning Phase Queue Position. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Transmission Provider may perform an Interconnection Study out of queue order at any time to the extent warranted by Good Utility Practice based upon: 1) the electrical remoteness of the Generating Facility or MHVDC Transmission Line or 2) the request of Interconnection Customer or MHVDC Connection Customer, if Transmission Provider concurs with the request and has the resources to do the study provided Interconnection Customer or MHVDC Connection Customer accepts the financial risk that study resources may be reassigned, that its Interconnection Request is subject to review and restudy in queue order, and that its GIA or TCA may be amended to reflect a reassignment of upgrades as Interconnection Studies of higher queued Interconnection Requests are completed. Interconnection Customer or MHVDC Connection Customer may request the Transmission Provider's concurrence 1) in connection with a resource

solicitation process, 2) when Interconnection Customer or MHVDC Connection Customer proposes to replace equipment due to catastrophic failure and such replacement is determined to be Qualified Change, and 3) for other reasons specific to Interconnection Customer or MHVDC Connection Customer.

4.1.1 Limitation on queue study cycle size

4.1.1.1 The Transmission Provider will determine the maximum size of each Definitive Planning Phase study cycle (in MW) on a study region basis. The limit will be based on fifty-percent (50%) of the subregional non-coincident peak load in the summer peak study model. Projects with approved exemptions as noted in Sections 4.1.2.1 through 4.1.2.3 shall have priority in each Definitive Planning Phase study cycle limit.

The Transmission Provider shall post the MW value determined for a study group in accordance with this Section on the Transmission Provider's website at least ten (10) Business Days prior to the application deadline of that Definitive Planning study cycle.

4.1.1.2 The Interconnection Request shall be included in the Definitive Planning Phase study cycle based on the earliest date and time of submission of Interconnection Requests until the maximum MW cap for the applicable study region is met. Five (5) Business Days after the applicable maximum MW limit has been met, the Transmission Provider shall post the initial list of Interconnection Requests included in the study group for the upcoming study cycle on Transmission Provider's website.

4.1.1.3 No later than thirty (30) Calendar Days prior to the scheduled DPP Phase 1 kickoff date for a Definitive Planning Phase study cycle, the Transmission Provider shall replace any Interconnection Requests that have been withdrawn from such Definitive Planning Phase study cycle

after any applicable cure period with Interconnection Requests previously submitted but determined to exceed the maximum Definitive Planning Phase study cycle limit for that study region determined pursuant to section 4.1.1.1 of this GIP. The Transmission Provider shall select Interconnection Requests to replace withdrawn Interconnection Requests in the same study region based on the earliest date and time stamp of such Interconnection Requests until the maximum MW cap is met. The Transmission Provider shall notify such Interconnection Customers that their Interconnection Requests will be included in the study group no later than thirty (30) Calendar Days prior to the scheduled DPP Phase 1 kickoff date for a Definitive Planning Phase study cycle.

4.1.1.4 Projects that have submitted a complete application and required deposits and milestone payments that were not included in a given DPP study cycle will maintain their position, as long as the application remains valid, to enter the next available study cycle.

4.1.1.5 Upon conclusion of the third DPP study cycle following the effective date of the Tariff revisions accepted in Commission Docket No. ER25-____, the Transmission Provider will conduct a review of the effectiveness of the limitation on queue study cycle size with stakeholders and determine whether to terminate or modify the queue size limitation. In the event the Transmission Provider determines not to file modifications or a termination of the queue size limitation, the Transmission Provider shall submit an informational report to the Commission describing the results of this review upon completion of the stakeholder process.

4.1.2 A valid Interconnection Request submitted for a DPP study cycle to which the provisions of Section 4.1.1 of this GIP apply, shall be included in such study cycle up to, but not to exceed, the limit, if the Transmission Provider receives

documentation included with Interconnection Request demonstrating that one of the following exemptions applies to such Interconnection Request:

4.1.2.1 The Interconnection Request seeks to convert ERIS service previously granted to an Existing Generating Facility to NRIS for the same Existing Generating Facility without requesting any additional increase in the service levels.

4.1.2.2 The Interconnection Request seeks to add incremental new service to a Replacement Generating Facility that has an effective GIA.

4.1.2.3 The Interconnection Request is for a Generating Facility that has completed the requirements of this GIP, including the requirements of Section 7.9.1, to request a Provisional Generator Interconnection Agreement (PGIA). In the event that an Interconnection Customer or MHVDC Connection Customer withdraws its requested PGIA after the thirty (30) Calendar Day timeline as noted in Section 4.1.1.3, then the Interconnection Request associated with that requested PGIA shall be withdrawn. The Interconnection Request shall also forfeit milestones in accordance with Section 7.9.3**.**

Transmission Provider may include the types of documentation required to demonstrate that one of the foregoing exemptions applies in the Generator Interconnection Business Practices Manual.

4.2 Group Study Organization of Interconnection Studies.

Interconnection System Impact Studies shall, and Interconnection Facilities Studies may, be performed in a Group Study format, whenever applicable, in the Definitive Planning Phase, except when a particular Interconnection Request is sufficiently electrically remote from others that it cannot reasonably be grouped with other Interconnection

Requests or where the Interconnection Request is not for a new Generating Facility or additional Interconnection Service. Interconnection Requests for both ER Interconnection Service and NR Interconnection Service may be part of a Group Study at the option of Transmission Provider. An Interconnection Request's inclusion in a Group Study will not relieve Transmission Provider from meeting the timelines provided in the GIP.

Grouping shall be implemented on the basis of electrical proximity. Transmission Provider may elect to perform Group Studies: (i) in connection with a resource solicitation process with the concurrence of Transmission Provider; (ii) when a coordinated study with an Affected System Operator will be performed that involve Interconnection Requests in the generator interconnection queue of Transmission Provider and of the Affected System Operator; (iii) to identify Common Use Upgrades; or (iv) at the request of a group of affected Interconnection Customers or MHVDC Connection Customers. In all instances in which Transmission Provider elects to use subgroups in the Group Study process, Transmission Provider must publish the criteria used to define and determine subgroups on its OASIS or public website.

If item (i) above applies and Transmission Owner concurs, the solicitor must (a) be authorized by Interconnection Customers participating in the solicitation to act as the agent for all the Interconnection Requests submitted by Interconnection Customers, (b) maintain valid Interconnection Requests, (c) submit all Interconnection Requests at the same time, (d) submit a reasonable number of study portfolios (*i.e.*, a mixture of projects meeting the requirements of the solicitation that are studied in parallel), and (e) select one portfolio prior to the start of the Interconnection Facilities Study.

Interconnection Requests included in a Group Study related to a resource solicitation process are subject to study according to their Definitive Planning Phase Queue Position in the process. Interconnection Requests for projects that are not included in a Group

Study related to a resource solicitation process are subject to study according to their Definitive Planning Phase Queue Position outside the process in accordance with the provision of the GIP, and such studies may not be delayed as a result of the resource solicitation process. An Interconnection Customer may request that its Interconnection Request be included in a Group Study related to a resource solicitation process without having to abandon the existing Definitive Planning Phase Queue Position for such Interconnection Request. Once the solicitor rejects a project in the resource solicitation process, the Interconnection Request associated with the rejected project loses the Definitive Planning Phase Queue Position it held as part of the resource solicitation process. An Interconnection Customer that participates in a Group Study related to a resource solicitation process may at any time for the same project submit a separate Interconnection Request that is not included in the Group Study, provided, however, that Interconnection Customer shall be responsible for all Interconnection Study costs associated with its non-solicitation-related Interconnection Request in addition to any costs associated with Interconnection Customer's bid into the resource solicitation. When the solicitor selects a project in the resource solicitation process, Interconnection Customer may no longer maintain more than one Definitive Planning Phase Queue Position for the selected project. Interconnection System Impact Studies performed as Group Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the Transmission System's capabilities at the time of each study.

4.2.1 Cost Allocation for Interconnection Facilities and Network Upgrades.

(1) For Network Upgrades identified in Group Studies, Transmission Provider shall calculate each Interconnection Customer's share of the costs as follows:

(a) Substation Network Upgrades, including all switching stations, shall be allocated first per capita to Interconnection Facilities interconnecting to the substation at the same voltage level, and then per capita to each Generating Facility sharing the Interconnection Facility interconnecting at

the same substation.

(b) Network Upgrades other than Substation Network Upgrades, as described in section 4.2.1.(1).(a) shall be allocated based on the proportional impact of each individual Generating Facility in the Group Study on the need for a specific Network Upgrade. This proportional allocation methodology will apply, but is not limited to, the following categories: (i) thermal - Will be cost allocated per the pro rata share of MW impact of DPP projects on the constraints being alleviated by the upgrade, as further described in the Generator Interconnection Business Practices Manual, BPM 015; or (2) non-thermal - Will be cost allocated per the pro rata share of MW impact of DPP projects on the constraints being alleviated by the upgrade, as further described in the Generator Interconnection Business Practices Manual, BPM 015.

(c) An Interconnection Customer that funds Network Upgrades shall be entitled to transmission credits to the extent provided in Article 11.4 of the GIA.

(2) The costs of any needed Interconnection Facilities identified in the Group Study will be directly assigned to the Interconnection Customer(s) using such facilities. Where Interconnection Customers in the Group agree to share Interconnection Facilities, the cost of such Interconnection Facilities shall be allocated based on the number of Generating Facilities sharing use of such Interconnection Facilities on an equal basis (i.e., on a per Generating Facility basis), unless Parties mutually agree to a different cost sharing arrangement.

(3) The shared costs of Group Studies shall be allocated among the Interconnection Customers in the applicable Study Group: 50% of the costs shall be allocated to all Interconnection Customers in the Study Group on a per capita basis, and 50% of the costs shall be allocated to all Interconnection Customers in the Study Group on a pro rata basis by MW.

4.3 Transferability of Queue Position.

An Interconnection Customer or MHVDC Connection Customer may transfer either of its queue positions to another entity only if such entity acquires the specific Generating Facility or MHVDC Transmission Line identified in the Interconnection Request and the Point of Interconnection or Point of Connection does not change.

4.4 Modifications.

Interconnection Customer or MHVDC Connection Customer shall submit to Transmission Provider modifications to any information provided in the Interconnection Request in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). Interconnection Customer or MHVDC Connection Customer shall retain its Queue Position if the modifications proposed by Interconnection Customer or MHVDC Connection Customer are in accordance with Sections 4.4.1 or 4.4.4. Notwithstanding any modifications to information provided in the Interconnection Request, the applicable timing requirements of Section 7.2 to return study agreements and obligation to provide study deposits will not change.

Notwithstanding the above, during the course and prior to the completion of the Interconnection Studies, Interconnection Customer or MHVDC Connection Customer, Transmission Owner 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. If the Interconnection Customer is requesting to share Interconnection Customer Interconnection Facilities as part of the proposed change, the Interconnection Customer shall submit a consent agreement that meets the requirements of Section 3.3.1.4 along with the identification of changes to the planned interconnection. To the extent the identified changes are acceptable to Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer, such acceptance not to be unreasonably withheld; Transmission Provider shall modify the Point of Interconnection or Point of Connection and/or configuration in accordance with such changes and proceed with any required Interconnection Studies. Changes to the

Point of Interconnection or Point of Connection requested by Interconnection Customer or MHVDC Connection Customer after the kick off of Definitive Planning Phase I, except as described in this paragraph, will result in the Interconnection Request having to be revalidated according to the procedures in Section 3.3.1, and a new Definitive Planning Phase Queue Position assigned based on the date and time of submission of such modification in accordance with the procedures in Section 4.1. For Interconnection Requests seeking ZG Interconnection Service, in the event that the ZG Associated Load specifies a location for its Point(s) of Withdrawal that is different from the Point(s) of Withdrawal identified in the Interconnection Request such that the Load would no longer have a Point of Withdrawal located at the same voltage level at the same substation as the Point of Interconnection, Interconnection Customer shall notify the Transmission Provider of such change prior to it taking effect and revise the Point of Interconnection of the Generating Facility to be identical to one of the Points of Withdrawal. The request shall describe the planned change and include all data and analysis that Interconnection Customer wants the Transmission Provider to consider in determining whether the change results in material adverse impacts. Such a requested change will result in the Interconnection Request having to be revalidated according to the procedures in Section 3.3.1 and restudied to determine whether such change has a material adverse impact on the Transmission System, Affected Systems, or on the cost or timing of any other Interconnection Request. If such restudy indicates one or more material adverse impacts, Interconnection Customer will be assigned a new Queue position based on the date and time of submission of such modification in accordance with the procedures in Section 4.1. If such change occurs after the applicable ZGIA has become effective, the parties to such ZGIA shall be required to amend the ZGIA to reflect the results of such restudy and associated costs within sixty (60) Calendar Days after the date that the Transmission Provider completes such restudy, or elect to terminate such ZGIA.

4.4.1 During the Definitive Planning Phase and prior to the issuance of draft GIA, the modifications permitted shall include: (a) a change in the technical parameters associated with the Generating Facility or MHVDC Connection Customer

technology other than a Permissible Technological Advancement; (b) a change to the Point of Interconnection or Point of Connection permitted under Section 4.4; and (c) a Permissible Technological Advancement for the Generating Facility or MHVDC Connection Customer. For such permitted modification proposed by Interconnection Customer or MHVDC Connection Customer pursuant to 4.4.1(a) or 4.4.1(b), Interconnection Customer or MHVDC Connection Customer shall submit a detailed analysis demonstrating why they believe the change is not a Material Modification. Transmission Provider must review such analysis and will determine, in its discretion, if the proposed modification is a Material Modification. In the absence of such analysis, the modification shall be deemed a Material Modification. Section 4.4.1.1 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.1(c) is a Material Modification. Section 1 contains a definition of Permissible Technological Advancement.

4.4.1.1 Technological Change Procedure.

For permitted modification proposed by Interconnection Customer or MHVDC Connection Customer, Interconnection Customer or MHVDC Connection Customer shall submit a technological advancement request demonstrating that the proposed change is a Permissible Technological Advancement or submitting a detailed analysis to demonstrate that the proposed change is not a Material Modification. Such request shall include a description of the proposed change together with updated modeling data (power flow and stability), updated technical data as outlined in Attachment A of Appendix 1 of this GIP and a study deposit of $10,000.00. The detailed analysis to demonstrate that the proposed change is not a Material Modification shall include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses unless the Transmission Provider deems one or more of these not necessary based on the nature of the change

requested. For a Generating Facility that includes at least one electric storage resource, and for which Transmission Provider approves operating assumptions pursuant to Section 3.1, Transmission Provider shall perform the detailed analysis using operating assumptions pursuant to Section 3.1. The following criteria will be used to determine whether the proposed change is a Material Modification:

a. Any change in expected output of the Generating Facility that is higher than what was studied in the interconnection process unless a control equipment is employed to limit the injection at the POI to the level of Interconnection Service originally requested;

b. An increase in short circuit current that degrades transmission system reliability;

c Angular stability performance and dynamic response that degrades transmission system reliability;

d. Violation of steady-state thermal or voltage limits caused by the planned change utilizing the same criteria consistent with the Interconnection System Impact Study.

Within 30 calendar days of receipt of a technological advancement request containing the information and security deposit required by Section 4.4.1.1, the Transmission Provider shall review such request and supporting documentation to determine if the proposed change is a Permissible Technological Advancement or otherwise not a Material Modification and communicate the results together with a written explanation to the Interconnection Customer of the Transmission Provider's determination. In the event that the Transmission Provider determines that the proposed change is a Material Modification, the Interconnection Customer or MHVDC Connection Customer shall have the option of: (i) withdrawing such technological advancement request and retaining its current queue position; or (ii) resubmitting its proposed Generating Facility as a new

Interconnection Request.

4.4.2 After entering the Definitive Planning Phase as defined in Section 7.2, any modifications to the type of Interconnection Service selected by Interconnection Customer in the Interconnection Request, other than a change from NR Interconnection Service to ER Interconnection Service pursuant to Section 3.2 of this GIP, shall be deemed a Material Modification.

4.4.3 After entering the Definitive Planning Phase as defined in Section 7.2, any modification to the size of the Interconnection Request, other than as allowed in Section 4.4.5, Section 7.3.1.4, or Section 7.3.2.4 of this GIP, shall be deemed a Material Modification.

4.4.4 After entering the Definitive Planning Phase as defined in Section 7.2, any extension by Interconnection Customer or MHVDC Connection Customer to the original In-Service Date or Commercial Operation Date of the Generating Facility or MHVDC Transmission Line in the original Interconnection Request shall be deemed a Material Modification except that the Transmission Provider will not unreasonably withhold approval of an Interconnection Customer's or MHVDC Connection Customer's proposed change in the original In-Service Date or Commercial Operation Date of the Generating Facility or MHVDC Transmission Line if that change is the result of either (a) a change in milestones by another party to the GIA or TCA, (b) a change in a higher queued Interconnection Request, (c) delays in the completion of the Definitive Planning Phase Studies, or (d) Interconnection Customer demonstrates that engineering, permitting and construction of the Generating Facility will take longer than the process window for the Transmission Provider's Definitive Planning Phase period. Where such exceptions apply, extensions to the Commercial Operation Date or In-Service Date shall not exceed three years beyond the original Commercial Operation Date or In-Service Date in the Interconnection Request. A change to either of these

dates that exceeds three years from the date in the original Interconnection Request is a Material Modification. At the completion of the Definitive Planning Phase, the specified Commercial Operation Date and In-Service Date shall be set forth in Appendix B of a GIA. Consistent with Article 2.3.1 of the GIA, once that GIA is executed or filed unexecuted, if the Generating Facility fails to reach Commercial Operation by the specified Commercial Operation Date set forth in the GIA, such specified Commercial Operation Date as set forth in the GIA may be extended by Interconnection Customer for a period up to three (3) consecutive years, after which Transmission Provider shall terminate the GIA if the Generating Facility has still failed to reach Commercial Operation. Notwithstanding the foregoing, in the limited circumstance that Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities necessary to enable Trial Operation of a Generating Facility has an in-service date that is farther out than the Commercial Operation Date permitted under this Section 4.4.4 or, has an in-service date that does not allow for a one-hundred eighty (180) Calendar Day Trial Operation period, Transmission Provider shall only terminate the GIA for failure to achieve Commercial Operation by a Commercial Operation Date one-hundred eighty (180) Calendar Days after the in-service date of the Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities necessary for Trial Operation.

4.4.4.1 Transmission Owner In-Service Date extension.

Prior to end of GIA negotiation and in the limited circumstance that a Transmission Owner determines it cannot complete Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities specified in the GIA using Reasonable Efforts by the In-Service Date permitted under this Section 4.4.4, the specified In-Service Date may be extended at the Transmission Owner's request for a period up to two (2) consecutive years and specified in the GIA. This provision does not

alter Interconnection Customer's Commercial Operation Date requirements of this Section 4.4.4 or other provisions set forth in Appendix 6 of these GIP regarding Commercial Operation Date or In-Service Date. The Interconnection Customer is expected to construct facilities in parallel with the Transmission Owner's construction activities.

4.4.5 After entering the Definitive Planning Phase, any modification to the fuel source designated in the Interconnection Request, other than a modification to reduce the number of fuel source(s) of an Interconnection Request with two or more fuel sources before the kick-off of the Definitive Planning Phase I, shall be deemed a Material Modification.

SECTION 5. PROCEDURES FOR INTERCONNECTION REQUESTS SUBMITTED PRIOR TO EFFECTIVE DATE OF GENERATOR INTERCONNECTION PROCEDURES.

5.1 Queue Position for Pending Requests.

5.1.1 All Interconnection Requests that have entered a Definitive Planning Phase and the Definitive Planning Phase System Impact Study has been completed prior to January 4, 2017 will complete the Definitive Planning Phase pursuant to the approved GIP in effect on January 3, 2017. The August 2015 Definitive Planning Phase cycle shall be completed pursuant to the approved GIP in effect on January 3, 2017.

5.1.2 All Interconnection Requests that have entered a Definitive Planning Phase and the System Impact Study has not been started, or started and not completed, as of January 4, 2017 will be required to conform to Section 7 of this GIP excluding Section 7.2 "Eligibility for the Definitive Planning Phase" and the Site Control

provisions found in Section 7.3.2.4 so long as the Interconnection Customer has previously complied with the then existing Section 8.2 "Eligibility for the Definitive Planning Phase." All study deposits will be applied to studies performed under this transition plan and M2 milestone amounts previously paid will satisfy the M2 milestone requirement of Section 7.2. These projects will then follow all other sections of these Generator Interconnection Procedures in effect as of January 4, 2017.

5.1.3 All Interconnection Requests that have been received but have not had an M2 milestone calculated as of January 4, 2017, and have not met the requirements of Section 5.1.4, will be required to conform to Section 7 of these GIPs and will then follow all other sections of these Generator Interconnection Procedures in effect as of January 4, 2017.

5.1.4 All Interconnection Requests that are in the System Planning and Analysis Phase of the GIPs in effect prior to January 4, 2017 may pay their M2 milestone payment prior to January 4, 2017 and shall be treated pursuant to section 5.1.2. Interconnection Requests that are in the System Planning and Analysis Phase prior to the effective date of these GIPs that have not paid an M2 milestone payment prior to January 4, 2017 shall be treated pursuant to section 5.1.3. Interconnection Requests that are in the System Planning and Analysis Phase may remain in the System Planning and Analysis Phase until 45 Calendar Days prior to the start of the first cycle under these GIPs which begins August 1, 2017. MISO shall deem withdrawn any Interconnection Requests that are in the System Planning and Analysis Phase that have not made their M2 milestone payment at least 45 Calendar Days prior to the start of the first cycle under these GIPs. Notwithstanding the foregoing, any request for HVDC facilities listed as being in the System Planning and Analysis Phase as of June 16, 2017 shall be deemed transferred into the Pre-Queue Phase. Furthermore, any MHVDC projects in the Pre-Queue Phase as of the effective date of the MHCP shall be deemed

transferred to the MHCP, as set forth in Section 4 of the MHCP.

5.2 Transition Period.

An Interconnection Customer of a new transmission owning member of Transmission Provider shall transition to the revised GIP within a reasonable period of time not to exceed ninety (90) Calendar Days from the date when this GIP becomes applicable to that transmission owning member.

5.3 New Transmission Provider.

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

5.4 Transition to Revised Scope of DPP Phase I Studies.

With the exception of this provision, the Tariff revisions accepted in Docket Nos. ER18-2049-000 and -001 shall not apply to any queue cycle(s) for which the Definitive Planning Phase Preliminary System Impact Study has started prior to September 19, 2018.

5.5 Transitional Notice Requirements for Generating Facility Replacement.

All requests for Replacement Generating Facility that are submitted to the Transmission Provider within 365 Calendar Days after May 16, 2019 shall have a date of cessation of operation for the Existing Generating Facility that is not earlier than May 16, 2021.

5.6 Transition to Revised Milestone Requirements Accepted in Docket No. ER20-41.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was prior to April 29, 2019 shall be required to adhere to milestone requirements in GIP in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be required to adhere to the revised milestone requirements accepted in Docket No. ER20-41, but shall not be subject to the M2 refund provisions in Section 7.6.2.1 of this GIP. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be subject to M2 refund provisions in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after April 29, 2019 shall be required to adhere to the revised milestone requirements accepted in Docket No. ER20-41.

5.7 Transition to Revised Site Control Requirements Accepted in Docket No. ER20-41.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was prior to April 29, 2019 shall be required to adhere to Site Control requirements in GIP in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be required to provide proof of Site Control for the Generation Facility by the end of Interconnection Customer Decision Point II in

accordance with the timing requirements established in Section 7.2.2.1. Such Interconnection Requests shall not be required to provide proof of Site Control for the Generating Facility ninety (90) Calendar Days prior to the start of DPP Phase I in accordance with the timing requirements established in Section 7.2.1. For such requests, the proof of Site Control for all applicable Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI shall be due in accordance with the terms of Sections 7.2.2.1 and 7.2.2.2.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after April 29, 2019 will be subject to the Site Control requirements as set forth in Section 7.2.

5.8 Transition to Self-Fund Deadline Accepted in Docket No. ER20-2632.

For all Network Upgrades and System Protection Facilities that were identified in a Revised System Impact Study that completed prior to November 5, 2020 and for which the Final System Impact Study was not completed as of November 5, 2020, the Transmission Owner shall make an election as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Revised System Impact Study. Transmission Owner shall make its election prior to the completion of the Final System Impact Study.

For all Network Upgrades and System Protection Facilities that were identified in a Final System Impact Study that completed prior to November 5, 2020 and for which the negotiation period for the GIA was not completed as of November 5, 2020, the Transmission Owner may make an election as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility prior to the completion of the GIA negotiation period.

5.9 Transition to revised DPP schedule in Docket No. ER22-661.

Interconnection Requests for which Transmission Provider started the DPP Phase III Final System Impact Study before March 15, 2022 will be subject to the Tariff requirements in effect prior to March 15, 2022. Interconnection Requests for which the DPP Phase III Final System Impact Study has not started as of March 15, 2022 will be subject to the revised Tariff accepted in Docket No. ER22-661.

5.10 Transition to DPP revisions in Docket No. ER24-___.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after January 22, 2024 will be subject to the revised Tariff requirements accepted in Docket Nos. ER24-____ and ER24-____. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to January 22, 2024 will not be subject to the revised Tariff requirements accepted in Docket Nos. ER24-____ and ER24-____.

5.11 Transition to DPP revisions in Docket No. ER24-2046.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after June 1, 2025 will be subject to the revised Tariff requirements accepted in Docket No. ER24-2046 . Except for the requirements in Section 7.3.2.3 and Section 11.2.1, all Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to June 1, 2025 will not be subject to the revised Tariff requirements accepted in Docket No. ER24-2046.

5.12 Transition to JTIQ Process.

Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after the date that the Transmission Provider and SPP's Boards have

approved a JTIQ Portfolio shall be subject to the JTIQ process set forth in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA) and the JTIQ provisions of these GIP.

5.13 Transition to DPP revisions in Docket No. ER25-___.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after January 31, 2025, will be subject to the revised Tariff requirements accepted in Docket No. ER25-____. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to January 31, 2025, will not be subject to the revised Tariff requirements accepted in Docket No. ER25-____.

5.14 Transition to ERAS Process.

All requests for the Expedited Resource Addition Study that are submitted to the Transmission Provider after August 6, 2025 will be subject to the revised Tariff requirements accepted in Docket No. ER25-___.

5.15 Transition of Legacy Queue Cycle.

Consistent with Docket No. ER26-___, Interconnection Customers and MHVDC Connection Customers in the DPP-2022 Cycle that elect to withdraw their Interconnection Request prior to the expiration of Decision Point II shall receive an unconditional, one hundred percent (100%) refund of the Definitive Planning Phase entry milestone (M2). Interconnection Customers and MHVDC Connection Customers in the DPP-2022 Cycle that elect to withdraw their Interconnection Request after the expiration of Decision Point II shall not be subject to a withdrawal penalty if the percent increase in the combined Network Upgrades from Phase II to Phase III is greater than or equal to fifty percent (50%) and more than $15,000 per MW from the revised Interconnection System Impact Study to any Final System Impact Study.

SECTION 6. PRE-QUEUE PHASE.

6.1 Pre-Queue Customer Education

Transmission Provider will be available for consultation with Interconnection Customer to discuss potential Interconnection Requests for Generating Facilities or study and processing of HVDC facilities. Such discussions may include, but are not limited to: (i) general facility loadings; (ii) general instability issues; (iii) general short circuit issues; (iv) general voltage issues including voltage and frequency ride-through capabilities for the Generating Facility; (v) general power quality issues including voltage flicker, harmonics; (vi) general reliability issues as may be reasonably required to accomplish the purpose of the meeting; (vii) estimated timing of Interconnection Request proceeding to the Definitive Planning Phase; (viii) estimated in-service date for the request; and (ix) any process related questions.

6.1.1 Publicly Posted Interconnection Information.

Transmission Provider shall maintain and make publicly available:

(1) an interactive visual representation of the estimated incremental injection capacity (in megawatts) available at each point of interconnection in Transmission Provider's footprint under N-1 conditions, and

(2) a table of metrics concerning the estimated impact of a potential Generating Facility on Transmission Provider's Transmission System based on a user-specified addition of a particular number of megawatts at a particular voltage level at a particular point of interconnection.

At a minimum, for each transmission facility impacted by the user-specified megawatt addition, the following information will be provided in the table:

(1) the distribution factor;
(2) the megawatt impact (based on the megawatt values of the proposed Generating Facility and the distribution factor);
(3) the percentage impact on each impacted transmission facility (based on the megawatt values of the proposed Generating Facility and the facility rating);
(4) the percentage of power flow on each impacted transmission facility before the injection of the proposed project;
(5) the percentage power flow on each impacted transmission facility after the injection of the proposed Generating Facility.

These metrics must be calculated based on the power flow model of the Transmission System with the transfer simulated from each point of interconnection to the whole Transmission Provider's footprint (to approximate Network Resource Interconnection Service), and with the incremental capacity at each point of interconnection decremented by the existing and queued Generating Facilities (based on the existing or requested interconnection service limit of the generation).

These metrics must be updated within thirty (30) Calendar Days after the completion of each Preliminary or Final System Impact Study, only for the most recent Definitive Planning Phase cycle and excluding earlier cycles.

This information must be publicly posted, without a password or a fee.

The website will define all underlying assumptions, including the name of the

most recent System Impact Study or Interconnection Study restudy used in the Base Case.

6.2 Interim Treatment of HVDC Facilities in Pre-Queue Phase: All requests for HVDC facilities deemed transferred into the Pre-Queue Phase pursuant to Section 5.1.4 of this GIP or which otherwise are permitted to enter the Pre-Queue Phase shall not be eligible to proceed to the Definitive Planning Phase until such time as additional procedures for processing such facilities are implemented.

6.3 Small Generating Facility Pre-Application Report.

6.3.1 In addition to the information described in section 6.1, which may be provided in response to an informal request, an Interconnection Customer proposing to interconnect its Small Generating Facility may submit a formal written request form along with a non-refundable fee of $300 for a pre-application report on a proposed project at a specific site. The Transmission Provider shall provide the pre-application data described in section 6.3.2 to the Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the $300 fee. Should the Transmission Provider notify the Interconnection Customer that more than twenty (20) Business Days are necessary to provide the pre-application data described in section 6.3.2 below because the information is not readily available to the Transmission Provider, the Interconnection Customer shall notify the Transmission Provider that it desires more complete information and waives the twenty (20) Business Day timeline. The pre-application report produced by the Transmission Provider is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Transmission Provider's system. The written pre-application report request form shall include the information in sections 6.3.1.1 through

6.3.1.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

6.3.1.1 Project contact information, including name, address, phone number, and email address.

6.3.1.2 Project location (street address with nearby cross streets and town)

6.3.1.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

6.3.1.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

6.3.1.5 Size (alternating current kW)

6.3.1.6 Single or three phase generator configuration

6.3.1.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

6.3.1.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

6.3.2 Using the information provided in the pre-application report request form in section 6.3.1, the Transmission Provider will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. This selection by the Transmission Provider does not

necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. Subject to section 6.3.3, the pre-application report will include the following information:

6.3.2.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

6.3.2.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

6.3.2.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

6.3.2.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).

6.3.2.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

6.3.2.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

6.3.2.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.

6.3.2.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as described in section 14.4.4.1.1 below and absolute minimum load, when available.

6.3.2.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.

6.3.2.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

6.3.2.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

6.3.2.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

6.3.2.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

6.3.3 The pre-application report need only include existing data. A pre-application report request does not obligate the Transmission Provider to

conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the Transmission Provider cannot complete all or some of a pre-application report due to lack of available data, the Transmission Provider shall provide the Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on "available capacity" pursuant to section 6.3.2.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the Transmission Provider shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

SECTION 7. DEFINITIVE PLANNING PHASE.

7.1 Purpose of the Definitive Planning Phase.

The Definitive Planning Phase is designed to identify Network Upgrades that will reliably and efficiently integrate the proposed generation, including through Injection Rights requested by MHVDC Connection Customer, into the Transmission Provider's Transmission System. The Definitive Planning Phase will be composed of three distinct phases in which Interconnection System Impact Studies and Interconnection Facilities Studies will be performed.

7.1.1 Screening Analysis Prior to Definitive Planning Phase I.

Transmission Provider will perform an indicative non-binding screening analysis to identify potential thermal and voltage constraints and publish the results of that analysis for Interconnection Customers, MHVDC Connection Customers entering the Definitive Planning Phase and

Affected System Operator(s) at least fifteen (15) Calendar Days prior to the kick-off of the Definitive Planning Phase I. The Transmission Provider shall indicate with this screening analysis whether Interconnection Requests in the applicable DPP study group are expected to be included in a JTIQ Participation Group based on available information. If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request before the start of the Definitive Planning Phase I, then the Transmission Provider will refund to Interconnection Customer or the MHVDC Connection Customer 100% of Definitive Planning Phase entry milestone (M2) and any remaining study deposits pursuant to Section 7.6.

7.2 Eligibility for the Definitive Planning Phase.

The Interconnection Request shall enter the Definitive Planning Phase upon the Transmission Provider accepting the Interconnection Request as valid pursuant to Section 3.3.3 of this GIP after the Interconnection Customer or MHVDC Connection Customer has met the requirements of Section 3.3.1. The Definitive Planning Phase will start on a periodic basis, where an Interconnection Customer or MHVDC Connection Customer may elect to enter the next scheduled Definitive Planning Phase.

7.2.1 Requirements for Demonstrating Site Control for Generating Facility and Interconnection Facilities.

Except as otherwise noted in Section 5.7, at the time of the submission of an Interconnection Request, the Interconnection Customer shall submit the following to the Transmission Provider:

(i) Proof of Site Control for the Generating Facility demonstrating that the Interconnection Customer has obtained a right to develop the site, and that such Site Control:

(a) is exclusive to the specific project referenced in the Interconnection Request and the site meets the total resource-specific acreage requirements established in the Generator Interconnection Business Practices Manual; or

(b) either is shared by multiple projects by mutual agreement or includes less acreage than the standard resource-specific acreage requirements established in the Generator Interconnection Business Practice but is nonetheless sufficient to accommodate the final design of the Generating Facility, and account for any other projects that will utilize all or part of the same site Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared Site Control; or

(c) A financial security in lieu of Site Control and supporting documentation demonstrating regulatory restrictions in accordance with Section 7.2.1.2 of this GIP.

(ii) Reasonable evidence of Site Control, as described in the Generator Interconnection Business Practices Manual, for at least fifty percent (50%) of the mileage of the Generating Facility's or Facilities' Interconnection Facilities, or in lieu of Site Control for the Generating Facility's or Facilities' Interconnection Facilities, additional financial security in the amount of $80,000 per line mile of right-of-way, on a straight line basis. Interconnection Customer's financial security provided in lieu of Site Control shall only be refunded once the Interconnection Customer satisfies the Site Control requirements or is withdrawn from the queue. The security can be provided in the form of cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably

acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM). Reasonable evidence of Site Control for one hundred percent (100%) of the mileage of the Generating Facility's Interconnection Facilities for the Expedited Resource Addition Study request must be received at the time the application is submitted. The financial security in lieu of Site Control for the Generating Facility's Interconnection Facilities will not be accepted for an Expedited Resource Addition Study request.

Any advancement or postponement to the DPP Phase I kickoff date made after the application deadline for such cycle shall not alter the deadline for submitting proof of Site Control.

Site Control for a Generating Facility and Interconnection Facility shall be demonstrated in accordance with Section 7.2.1.1 and Section 7.2.1.2 of this GIP.

All documentation establishing proof of Site Control under Sections 7.2.1 of this GIP shall be accompanied by a signed affidavit from an officer or from an agent of the Interconnection Customer stating either that the Interconnection Customer: (1) possesses Site Control in accordance with Section 7.2.1.1 of this GIP; or (2) is subject to regulatory restrictions that preclude Interconnection Customer from obtaining Site Control pursuant to Section 7.2.1.2 of this GIP. Such affidavit shall adhere to the form specified in Attachment E of Appendix 1 of Attachment X.

Before the kickoff of DPP Phase I, Interconnection Customer may modify up to 100% of the Site Control for the Generating Facility and up to 100% of its Interconnection Customer Interconnection Facilities as provided for in its Interconnection Request if (1) the Interconnection Customer does not move the POI; (2) the Transmission Owner determines a POI move is necessary to accommodate the Interconnection Request; or (3) the Interconnection Customer can demonstrate, based on sound engineering judgment, that Site Control modification is necessary to optimize the siting of the project.

7.2.1.1 Site Control Demonstration.

In order to demonstrate Site Control for a Generating Facility and Interconnection Facilities, an Interconnection Customer must submit the following:

(i) To demonstrate that an Interconnection Customer has Site Control in accordance with Section 7.2.1(i)(a) and 7.2.1(ii) of this GIP, a Geographic Information System (GIS) site plan map, data files, and documentation that shows the following information: (a) sufficient land to meet the acreage requirements set forth in the Generator Interconnection Business Practices Manual; (b) boundary for the proposed project indicating the boundaries of the Interconnection Customer's leasehold/ownership interests for the site; and (c) the proposed location of each of the following: the Collector Substation, the Point of Interconnection, and the Interconnection Facilities based on the Point of Interconnection.

(ii) To demonstrate that an Interconnection Customer has obtained Site Control in accordance in accordance with Section 7.2.1(i)(b) of

this GIP, Interconnection Customer must submit a Geographic Information System (GIS) site plan map, data files, and documentation that meets the requirements specified in Section 7.2.1.1(i)(b) and (c) and show the following additional information:

(a) Sufficient land to accommodate the proposed Generating Facility based on the location and approximate land utilization requirements of proposed electrical devices (*i.e.*, turbine, solar panel, battery storage, inverter), local spacing and setback requirements, and the proposed location of the feeder routes to the Collector Substation; and

(b) In the event that Interconnection Customer elects to share a site with other projects in accordance with Section 7.2.1(i)(b) of this GIP, Interconnection Customer shall include with its Interconnection Request documentation demonstrating that the project referenced in the Interconnection Request is concurrently feasible with the development of any other projects that will share Site Control over all or a portion of the same site. Such proof of concurrent feasibility shall include:

(1) an identification of any other Interconnection Requests or projects that will share all or a portion of the same site; and

(2) identification of the proposed location and space utilization of all projects that will share the site together with any related technical information specified in the Generator Interconnection Business Practices Manual to

enable the Transmission Provider to determine that development of the project referenced in the submitted Interconnection Request is not inconsistent with development of any of the other projects that will share all or a portion of the same site.

(3) Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use.

Any GIS site plan map, and data files submitted in accordance with this Section 7.2.1.1 must be consistent with the modeling data submitted with the Interconnection Request.

7.2.1.2 Financial Security in lieu of Site Control.

If the Interconnection Customer is unable to obtain Site Control for its proposed Generating Facility as a result of regulatory restrictions, the Interconnection Customer shall provide a cash deposit in lieu of Site Control. In order to demonstrate regulatory restrictions, Interconnection Customer must submit: (i) a signed affidavit from an officer of the company in accordance with the terms of Section 7.2.1 of this GIP indicating that Site Control is unobtainable due to regulatory requirements as such term is defined by the Transmission Provider; (ii) documentation sufficiently describing and explaining the source of and effects of such regulatory restrictions, including a description of any conditions that must be met in order to satisfy the regulatory restrictions and the anticipated time by which the Interconnection Customer expects to satisfy the regulatory restrictions. The financial security provided in lieu of Site Control, as cash deposit, irrevocable letter of credit or surety bond

reasonably acceptable to Transmission Provider, shall be $10,000 per MW of new Interconnection Service requested, and at least $500,000 but no more than $2,000,000. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM). In the event that Interconnection Customer needs to submit a financial security in lieu of Site Control as a result of regulatory restrictions, Interconnection Customer must provide proof of Site Control as soon as the Interconnection Customer satisfies the regulatory requirements described in the Interconnection Customer's affidavit and supporting documents. Interconnection Customer's financial security made in lieu of Site Control shall only be refunded once the Interconnection Customer satisfies the Site Control requirements in accordance with the terms of Sections 7.2.1(i), 7.2.1.1, and 7.2.2 of the GIP or is withdrawn from the queue.

7.2.1.3 Transmission Provider Review of Site Control Sufficiency.

The Transmission Provider shall review the Site Control documentation submitted by Interconnection Customer and determine whether the Interconnection Customer has satisfied the applicable Site Control requirements specified in Section 7.2.1, and 7.2.1.1 or 7.2.1.2 of this GIP, as applicable. Transmission Provider shall evaluate the Site Control documentation using sound engineering judgement and in a non-discriminatory manner. In addition, Transmission Provider shall adhere to any guidelines for such analysis as may be included in the Generator Interconnection Business Practices Manual.

In the event that the Transmission Provider determines that the Interconnection Customer does not demonstrate sufficient Site Control, Transmission Provider shall, consistent with Section 7.2.3(ii) of this GIP, provide a written explanation, including the technical reasons for such determination, to Interconnection Customer no later than sixty (60) Calendar Days from the Site Control submission deadline. Any such deficiencies shall be processed as set forth in Section 7.2.3(ii) of this GIP.

7.2.2 Continued Site Control for Generating Facilities; Site Control for Interconnection Facilities and Network Upgrades.

7.2.2.1 Timing Requirements.

(i) After the start and prior to the end of Interconnection Customer Decision Point II, Interconnection Customer shall submit proof that Interconnection Customer continues to maintain Site Control for the Generating Facility in accordance with terms in Section 7.2.1.1 of this GIP. Regarding Interconnection Customer's Interconnection Facilities, in addition to the requirements specified in Section 7.2.1.ii of this GIP, the Interconnection Customer will be required to demonstrate fifty (50%) site control for the site on which a switchyard will be located, if requested by the Transmission Provider.

(ii) Prior to conclusion of the Interconnection Customer's GIA execution period, as defined in Section 11 of this GIP, or within 180 days of GIA Effective Date with an approved exception by the Transmission Provider, Interconnection Customer shall submit proof of the following: (a) continued Site Control for the Generating Facility in accordance with terms in Section 7.2.1.1 of

this GIP; and (b) 100% Site Control for all Interconnection Customer's Interconnection Facilities (including demonstration of switchyard site control if requested by the Transmission Provider), and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop.

(iii) To the extent there is any change in the POI as a result of the Interconnection Facilities Study started in DPP Phase II and completed in DPP Phase III, the Transmission Provider shall provide the Interconnection Customer additional time to procure land rights for the new Interconnection Customer's Interconnection Facilities and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. The amount of additional time awarded for this purpose shall be determined on a case-by-case basis and in accordance with Section 4.4 of this GIP.

(iv) After the Interconnection Customer timely satisfies each of the requirements of this Section 7.2.2.1 and execution of the GIA, any changes made to the site layouts and interconnection facility routes shall not be construed as a failure to satisfy the requirements of this Section 7.2.2.1. In the event that the Interconnection Customer makes any modifications to the design of the site layouts or Interconnection Facility routes after execution of this GIA, Interconnection Customer shall: (1) immediately notify the Parties of such changes; and (2) provide to Transmission Provider

evidence of continued Site Control for land sufficient to accommodate the changes in site layouts and/or Interconnection Facility routes in accordance with the terms of its GIA.

7.2.2.2 Content Requirements -- Demonstrating Site Control for Applicable Interconnection Facilities and Network Upgrades.

In order to demonstrate Site Control for the Interconnection Customer's Interconnection Facilities and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI, Interconnection Customer shall submit a site plan map by the deadline specified in Section 7.2.2.1 of this GIP. Such site plan map shall demonstrate land that is sufficient to accommodate 50% of the total land acreage required for the Interconnection Customer's Interconnection Facilities for the proposed Generating Facility (including the total linear miles for the associated lead line required to electrically interconnect the Generating Facility to the Transmission System) and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), 50% of the total land acreage required for the Transmission Owner's Interconnection Facilities and the Network Upgrades at the POI for the proposed Generating Facility.

The Site Plan submitted in accordance with Section 7.2.2 of this GIP shall identify the specific locations within the site for which Site Control is achieved, and those locations for which Site Control is not yet achieved.

To the extent that the Interconnection Customer intends to locate its Interconnection Facilities in a public right of way, Interconnection Customer shall also submit proof of submission of all requisite state and local permits.

Demonstration of Site Control pursuant to this Section 7.2.2.2 shall conform to any technical and documentation requirements as may be specified in the Generator Interconnection Business Practice Manual.

7.2.3. Effect of Deficiencies in Demonstration of Site Control

In the event that the Interconnection Customer fails to timely satisfy any of the requirements of Sections 7.2.1 and 7.2.2 including subsections, as applicable, Interconnection Customer's Interconnection Request shall be deemed withdrawn as set forth below:

(i) If Interconnection Customer fails to submit all of the documentation and information required by the applicable deadline, Interconnection Customer's Interconnection Request shall immediately be deemed withdrawn as of the date of such deadline without any cure period. Transmission Provider shall provide Interconnection Customer with notice of such withdrawal.

(ii) If Interconnection Customer has timely submitted all information required by an applicable deadline but the Transmission Provider determines after review that such submission does not meet the requirements of this GIP, Interconnection Customer's Interconnection Request shall be deemed withdrawn in accordance with Section 3.6 of this GIP.

7.3 Duration of the Definitive Planning Phase

The Definitive Planning Phase will include the following three phases:

(i) Definitive Planning Phase I

(ii) Definitive Planning Phase II

(iii) Definitive Planning Phase III.

7.3.1 Definitive Planning Phase I

The Definitive Planning Phase I will start on a defined, periodic basis. The Definitive Planning Phase I will include the following steps:

(i) Attachment X, Appendix 10 Model Review (10 Business Days)

(ii) Preliminary System Impact Study (65 Calendar Days)

(iii) Interconnection Customer Decision Point I (15 Business Days)

In addition, Interconnection Customer may request that the Transmission Provider or applicable Transmission Owner initiate the Interconnection Facilities Study during Definitive Planning Phase I. If Interconnection Customer, Transmission Owner and Transmission Provider agree that such Interconnection Facilities Study should be performed during Definitive Planning Phase I, the Transmission Provider or Transmission Owner conducting the study shall begin the Interconnection Facilities Study during Definitive Planning Phase I.

The Transmission Provider shall establish a date agreeable to Interconnection Customer and Transmission Owner for a Kick-Off Meeting, and such date shall be one (1) Business Day prior to the kick-off of the Definitive Planning Phase I of that cycle published on the MISO public website, unless mutually agreed upon by MISO, the Transmission Owner(s) and the Interconnection Customer(s). MISO, the Interconnection Customer(s), and the Transmission Owner(s) must attend the Kick-Off Meeting. MISO shall use Reasonable Efforts to include any other Affected Systems in the Kick-off Meeting.

The Transmission Provider must ensure that project information during the Kick-Off meeting is anonymized and does not reveal the identity or

commercial information of interconnection customers with submitted requests.

All withdrawal and modification requests must be submitted within 24 hours of the conclusion of the kick-off meeting prior to the start of the DPP process.

During the Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the Group Study.

7.3.1.1 Purpose

The Definitive Planning Phase I is designed to provide Interconnection Customers or MHVDC Connection Customers with a preliminary detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System. Prior to the completion of the Preliminary System Impact Study, each impacted Transmission Owner shall make a non-binding indication as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Preliminary System Impact Study. A Transmission Owner's non-binding self-fund election will be included in the Preliminary System Impact Study. Upon completion of the Preliminary System Impact Study, Transmission Provider will provide a detailed reliability analysis, pursuant to Section 7.3.1.5, to each Interconnection Customer or MHVDC Connection Customer that has an Interconnection Request in the Definitive Planning Phase I. Upon receipt of the Preliminary System Impact Study, the Interconnection Customer can either proceed to Definitive Planning Phase II or withdraw its Interconnection Request pursuant to Section 7.3.1.4 of this Attachment X.

7.3.1.2 Model Building and Point of Interconnection Review

Before starting the preliminary Interconnection System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. Interconnection Customer and Transmission Owner may recommend changes to the study model by providing a completed Interconnection Study Model Review Form, Appendix 10 to the GIP within ten (10) Business Days after receipt of the study models. Proposed changes will be incorporated in the study models after mutual agreement between Interconnection Customer or MHVDC Connection Customer, Transmission Owner and Transmission Provider, such agreement not to be unreasonably withheld. Transmission Provider shall thereafter begin the Preliminary System Impact Study. Failure of Interconnection Customer or MHVDC Connection Customer to provide the completed Interconnection Study Model Review Form within ten (10) Business Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

7.3.1.3 Scope of the Preliminary System Impact Study

The Preliminary System Impact Study shall evaluate the impact of the proposed Interconnection Request(s) in the Definitive Planning Phase I on the reliability and safety of the Transmission System. The Preliminary System Impact Study will consider the Base Case as well as all generating and MHVDC facilities (and with respect to subpart iv below, any identified Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, Shared Network Upgrades, or, if such upgrades have been determined, upgrades on Affected Systems, associated with such higher queued Interconnection Requests) that, on the date the Preliminary System Impact Study is commenced: (i) are interconnected to the Transmission System or

Distribution System; (ii) are interconnected or queued to interconnect to Affected Systems and may have an impact on the Interconnection Request; (iii) have Interconnection Request is part of the same group; and (iv) have executed a GIA or a pending unexecuted GIA on file at FERC or a TCA pursuant to which Transmission Provider has granted Injection Rights.

The Preliminary System Impact Study will consist of a power flow analysis. If Transmission Provider determines in accordance with Good Utility Practice that any voltage stability analysis is needed, the Preliminary System Impact Study may include voltage stability analysis. The Preliminary System Impact Study will also include analysis needed to determine the Generating Facility's reactive power capability required to maintain the Transmission Owner's voltage schedule and power factor criteria at the Point of Interconnection.

Determination of the full scope of the Preliminary System Impact Study in the Definitive Planning Phase I will be on a non-discriminatory basis per the methodologies listed in the Generator Interconnection Business Practices Manual. The Transmission Provider or Transmission Owner performing the Preliminary System Impact Study shall complete such study within sixty-five (65) Calendar Days.

The Preliminary System Impact Study will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Preliminary System Impact Study will provide a preliminary list of facilities (including

Interconnection Facilities, Connection Facilities, Network Upgrades, Generator Upgrades, Common Use Upgrades, and Shared Network Upgrades) that are required as a result of the Interconnection Request and a preliminary non-binding good faith estimate of cost and a non-binding good faith estimated time to construct. For purposes of determining necessary interconnection facilities and network upgrades, the Preliminary System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider determines that it will not meet the required time frame for completing the Preliminary System Impact Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Preliminary System Impact Study

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Preliminary System Impact Study will be posted for

Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.1.4 Interconnection Customer Decision Point I

All Interconnection Customers or MHVDC Connection Customers with Interconnection Requests in the Definitive Planning Phase I will pass through Interconnection Customer Decision Point I. The Interconnection Customer Decision Point I will last for fifteen (15) Business Days beginning with the receipt of the Preliminary System Impact Study analysis including estimated upgrades and costs, as applicable. Transmission Provider shall notify all Interconnection Customers or MHVDC Connection Customers at the beginning of Interconnection Customer Decision Point I that the Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days to decide whether it wants to proceed to the Definitive Planning Phase II or withdraw its Interconnection Request. The Transmission Provider shall provide written notice to each Interconnection Customer in a Definitive Planning Phase Group Study or ERAS confirming whether they are included in a JTIQ Screening Group and whether its Interconnection Request has qualified for inclusion in a JTIQ Participation Group prior to the beginning of Interconnection Customer Decision Point I. If the Transmission Provider determines that such Interconnection Request will be included in a JTIQ Participation Group, the notification shall include an estimate of the per-MW Generator Charge for such Interconnection Requests based on the latest available data on JTIQ Upgrade cost, the Potential MW Total projected for such JTIQ Portfolio. During Interconnection Customer Decision Point I, an Interconnection Customer

or MHVDC Connection Customer may waive its right to elect the option to build or may defer the decision to the deadlines specified in Sections 7.3.2.5 & 7.3.3.5; failure to provide a written response will be deemed to be a deferral. During Interconnection Customer Decision Point I, an Interconnection Customer or MHVDC Connection Customer may reduce the size of its Interconnection Request by as much as 100 percent through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment. However, because NR Interconnection Service includes an equivalent amount of ER Interconnection Service, a reduction in NRIS level will not reduce the ERIS level unless a corresponding reduction in ERIS level is requested. The total amount of NRIS requested shall not exceed the amount of ERIS requested. The required Definitive Planning Phase II Milestone calculation shall be based on the DPP Phase I results. If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request during, or any time before, the end of Interconnection Customer Decision Point I, then the Transmission Provider will refund Interconnection Customer 40% of Definitive Planning Phase I milestone (M2) and any remaining study deposits pursuant to Section 7.6. Any withdrawal during the Definitive Planning Phase I, but prior to Interconnection Customer Decision Point I, will neither be processed nor deemed withdrawn until Interconnection Customer Decision Point I. If an Interconnection Customer included in the JTIQ Participation Group reduces the size of Interconnection Request, the Transmission Provider shall determine whether such Interconnection Request continues to meet the criteria for inclusion in the JTIQ Participation Group and inform such Interconnection Customer of this determination not later than the start of Decision Point II.

If the Interconnection Customer or MHVDC Connection Customer decides to proceed to the Definitive Planning Phase II, then it will be required to pay Definitive Planning Phase II milestone (M3), pursuant to Section 7.3.1.4.1, prior to the end of Interconnection Customer Decision Point I.

If the Transmission Provider does not receive written confirmation from Interconnection Customer or MHVDC Connection Customer on whether it wants to proceed to the Definitive Planning Phase II or withdraw its Interconnection Request, during the Interconnection Customer Decision Point I, the Transmission Provider will deem the Interconnection Request as withdrawn without any cure period, provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal, and refund Interconnection Customer's Definitive Planning Phase I milestone (M2) less the amount of Automatic Withdrawal Penalty and any remaining study deposits pursuant to Section 3.6. If the Transmission Provider does not receive Definitive Planning Phase II (M3) milestone payment during the Interconnection Customer Decision Point I, the Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of such failure. Upon receipt of such notice, the Interconnection Customer or MHVDC Connection Customer shall have three (3) Business Days to provide the Definitive Planning Phase II (M3) milestone payment after which period the Transmission Provider will deem the Interconnection Customer or MHVDC Connection Customers as withdrawn without any further cure period if the Definitive Planning Phase II (M3) milestone payment has not been received. After Interconnection Customer or MHVDC Connection Customer enters the Definitive Planning Phase II, the Definitive Planning Phase I (M2) milestone payment becomes 100% non-refundable, pursuant

to Section 7.8 and Section 7.6.2.1.

Transmission Provider shall notify any Affected System Operator(s) of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of Decision Point I.

7.3.1.4.1 Definitive Planning Phase II Milestone (M3) Calculation.

The Definitive Planning Phase II milestone (M3) will be in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015). Interconnection Customers and MHVDC Connection Customers may replace cash milestone payments with a letter of credit or surety bond reasonably acceptable to Transmission Provider and may replace letters of credit or surety bonds with cash. The Definitive Planning Phase II milestone (M3) will be the greater of twenty percent (20%) of the amount of Network Upgrades, excluding JTIQ Upgrades, identified in the Preliminary System Impact Study less the amount previously provided at M2 or $1,000/MW.

7.3.2 Definitive Planning Phase II

The Definitive Planning Phase II start the next day after the fifteen (15) Business Days Interconnection Customer Decision Point I window

expires.

The Definitive Planning Phase II will include the following steps:

(i) Model Review Period (6 Business Days)

(ii) Revised System Impact Study (75 Calendar Days)

(iii) Interconnection Customer Decision Point II (15 Business Days)

Transmission Owner shall complete the Interconnection Facilities Study within ninety (90) Calendar Days. The Interconnection Facilities Study may be initiated during Definitive Planning Phase I, in accordance with Section 7.3.1 of this GIP. To the extent the Interconnection Facilities Study is performed during Definitive Planning Phase II, such study shall be performed concurrently with tasks (i) – (iii).

7.3.2.1 Purpose

The Definitive Planning Phase II is designed to provide Interconnection Customers and MHVDC Connection Customers a revised and a detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase I. Except as otherwise provided in Section 5.8, prior to the completion of the Revised System Impact Study, each impacted Transmission Owner shall indicate whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Revised System Impact Study. A Transmission Owner's self-fund election will be included in the Revised System Impact Study. Except as otherwise provided in Section 5.8, the Transmission Owner's failure to provide its indication prior to the completion of the Revised System Impact Study shall constitute a waiver of the Transmission Owner's option to elect to self-fund each Network Upgrade and System Protection Facility identified in the Revised System

Impact Study. Upon completion of the Revised System Impact Study, Transmission Provider will provide a detailed reliability analysis, pursuant to Section 7.3.2.5, to each Interconnection Customer or MHVDC Connection Customer that has an Interconnection Request in the Definitive Planning Phase II. Upon receipt of the Revised System Impact Study, the Interconnection Customer or MHVDC Connection Customer can either proceed to Definitive Planning Phase III or withdraw its Interconnection Request pursuant to Section 7.3.2.4 of this Attachment X.

7.3.2.2 Model Building

Before starting the Revised System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. The Transmission Provider will update the study models built during Definitive Planning Phase I, pursuant to Section 7.3.1.2, by removing all Interconnection Requests that did not proceed to the Definitive Planning Phase II. The Transmission Provider will distribute the revised study models to the Transmission Owner and Interconnection Customer or MHVDC Connection Customer for final review. Any comments or corrections from the Transmission Owner or Interconnection Customer or MHVDC Connection Customer to the revised study models must be submitted to the Transmission Provider within six (6) Business Days after receipt of the revised study models. Should the Transmission Owner or Interconnection Customer or MHVDC Connection Customer fail to provide feedback on the revised study models within six (6) Business Days, Transmission Provider will deem the models acceptable. Transmission Provider shall thereafter begin the Revised System Impact Study.

7.3.2.3 Scope of the Interconnection System Impact Study

The Revised System Impact Study shall provide an updated, detailed

analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase I. The Revised System Impact Study shall follow the procedures as the Preliminary System Impact Study described in Definitive Planning Phase I Section 7.3.1.3, as well as include a short circuit analysis and stability analysis. Transmission Provider shall include in the Revised System Impact Study an analysis of the upgrades on Distribution System, if applicable, and Affected Systems if available. If Affected Systems analysis is not available for inclusion in the Revised System Impact Study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. If Transmission Provider determines in accordance with Good Utility Practice that any such analyses are needed, any stability analysis performed in a Revised System Impact Study may include transient stability, large and small signal, sub-synchronous stability, dynamic voltage stability, mid- and long-term stability, voltage flicker analyses and excessive neutral current. Transmission Provider shall utilize existing studies to the extent practicable in performing the Revised System Impact Study. For purposes of determining necessary Interconnection Facilities Network Upgrades, and responsibility for JTIQ Upgrades, the Revised System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. The Transmission Provider or Transmission Owner performing the Revised System Impact Study shall complete such study within seventy-five (75) Calendar Days.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider, or Transmission Owner

where a Transmission Owner is performing the study, determines that it will not meet the required time frame for completing the Revised System Impact Study, Transmission Provider or Transmission Owner where a Transmission Owner is performing the study, shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Revised System Impact Study.

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider or Transmission Owner's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Revised System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.2.3.1 Additional Analysis Applicable to Interconnection Requests in a JTIQ Screening Group.

In addition to the analyses specified in Section 7.3.2.3 of this GIP, Interconnection Requests that: (1) are included in a JTIQ Screening Group (including ERAS projects not otherwise subject

to Transmission Provider's three-phase DPP) and not located in the MISO South Region as such region is defined by as the Generator Interconnection Business Practices Manual (BPM-015), and (2) are part of the JTIQ Participation Group and located in the MISO South Region: shall be subject to the following additional analysis.

a. **Expanded Scope Analysis**: The Transmission Provider shall analyze the potential impacts of Interconnection Request on SPP's transmission system that are i) located within five (5) substations for facilities with a nominal operating voltage under 200kV, two (2) substations for facilities with a nominal operating voltage between 200 and 300 kV, and one (1) substation for facilities with a nominal operating voltage greater than 300 kV, from any substation that is part of the Transmission System; and ii) have greater than or equal to ten percent (10%) distribution factor on one or more facilities that are part of SPP's transmission system. An Interconnection Request that qualifies for and is subject to this Expanded Scope Analysis shall not be required to undergo analysis by SPP of impacts to its transmission system beyond those identified in the Expanded Scope Analysis or the Supplemental Affected System Analysis as described in Section 7.3.2.3.1(b) of this GIP.

If the Transmission Provider's Expanded Scope Analysis identifies an Interconnection Request as having impacts to SPP's transmission system that meets or exceed the foregoing distribution factor thresholds, the applicable Interconnection Customer(s) shall enter into an appropriate agreement with SPP or the applicable transmission owner to address such impacts in accordance with SPP's rules and

procedures.

b. Supplemental Affected System Analysis: If the Transmission Provider determines that the Potential MW Total, including the current Group Study, exceeds the Target MW value for the applicable JTIQ Portfolio, SPP shall perform a study to determine if any Supplemental Upgrades are required to address impacts to its transmission system from one or more Interconnection Customers and provide the results of this analysis to the Transmission Provider prior to the beginning of Decision Point II. Calculation of the Potential MW Total and the Supplemental Affected System Analysis shall be performed in accordance with Section 9.4.2(e)(iii) of Rate Schedule 6 (MISO-SPP JOA).

If the Supplemental Affected System Analysis indicates that Supplemental Affected System Upgrades are required for an Interconnection Request, then:

(1) the applicable Interconnection Customer(s) shall enter into an appropriate agreement with SPP, or the applicable SPP transmission owner, to address such impacts in accordance with SPP's rules and procedures; and

(2) Transmission Provider shall compare the costs of such Supplemental Affected System Upgrades to the Threshold Charge in the manner described in Section 9.4.2.(e)(iii)(a)(ii)(a)-(c) of Rate Schedule 6 (MISO-SPP JOA).

(3) The Transmission Provider, in coordination with SPP, shall establish a cost criterion in dollars per megawatt ($/MW) pursuant to Section 9.4.2.(e)(iii)(a)(ii)(a)-(c) of Rate Schedule 6 (MISO-

SPP JOA). Where the costs assigned to an Interconnection Request for upgrades identified through the Supplemental Affected System Analysis, excluding costs identified through the Expanded Scope Analysis, exceed the cost criterion, the Interconnection Request shall be exempt from charges for the JTIQ Upgrades. Otherwise, the Interconnection Request shall be obligated to pay a portion of the JTIQ Upgrade.

7.3.2.4 Interconnection Customer Decision Point II

All Interconnection Customers and MHVDC Connection Customers with Interconnection Requests in the Definitive Planning Phase II will pass through Interconnection Customer Decision Point II. The Interconnection Customer Decision Point II will last for fifteen (15) Business Days beginning with the receipt of the Revised System Impact Study analysis, including Expanded Scope Analysis where applicable. Transmission Provider shall provide to Interconnection Customers any Affected System analysis, including estimated upgrades and costs as applicable received from the applicable Affected System as of the date that the Transmission Provider is required to complete its Revised System Impact Study analysis. In the event that Affected Systems analysis has not been received by the Transmission Provider by this time, the Transmission Provider shall provide such analysis to Interconnection Customers promptly upon receipt but shall not delay the Interconnection Customer Decision Point or Phase III studies. Transmission Provider shall notify all Interconnection Customers and MHVDC Connection Customers at the beginning of Interconnection Customer Decision Point II that the Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days to decide whether it wants to proceed to the Definitive Planning Phase III or withdraw its Interconnection Request.

During Interconnection Customer Decision Point II, an Interconnection Customer or MHVDC Connection Customer may reduce the size of its Interconnection Request for ERIS by as much as an additional ten percent (10%) compared to what was studied in DPP Phase II, through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment. Additionally, an Interconnection Customer may request to reduce the amount of NRIS by as much as 100% independent of any requested reduction in ERIS. However, because NR Interconnection Service includes an equivalent amount of ER Interconnection Service, a reduction in NRIS level will not reduce the ERIS level unless a corresponding reduction in ERIS level is requested. The total amount of NRIS requested shall not exceed the amount of ERIS requested. The required M4 milestone calculation shall be based on the DPP Phase II results. If an Interconnection Customer included in the JTIQ Participation Group reduces the size of Interconnection Request, the Transmission Provider shall determine whether such Interconnection Request continues to meet the criteria for inclusion in the JTIQ Participation Group and inform such Interconnection Customer of this determination through the Revised System Impact Study report.

If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request during, or any time before, the end of Interconnection Customer Decision Point II, then the Transmission Provider will refund Interconnection Customer's Definitive Planning Phase II milestone (M3) and any remaining study deposits pursuant to Section 7.8. Any withdrawal during the Definitive Planning Phase II, but prior to Interconnection Customer Decision Point II, will neither be processed nor deemed withdrawn until Interconnection

Customer Decision Point II.

If the Interconnection Customer or MHVDC Connection Customer decides to proceed to the Definitive Planning Phase III, then it will be required to pay Definitive Planning Phase III milestone (M4), pursuant to Section 7.3.2.4.1, as well as provide evidence of continued Site Control for the proposed Generating Facility prior to the end of Interconnection Customer Decision Point II pursuant to Section 7.2.2.

If the Transmission Provider does not receive written confirmation from Interconnection Customer or MHVDC Connection Customer on whether it wants to proceed to the Definitive Planning Phase III or withdraw its Interconnection Request, during the Interconnection Customer Decision Point II, the Transmission Provider will deem the Interconnection Request as withdrawn without any cure period, provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal, and refund Interconnection Customer's Definitive Planning Phase II milestone (M3) and any remaining study deposits pursuant to Section 7.6. If the Transmission Provider does not receive Definitive Planning Phase III (M4) milestone payment during the Interconnection Customer Decision Point II, the Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of such failure. Upon receipt of such notice, the Interconnection Customer or MHVDC Connection Customer shall have three (3) Business Days to provide the Definitive Planning Phase III (M4) milestone payment after which period the Transmission Provider will deem the Interconnection Customer or MHVDC Connection Customers as withdrawn without any further cure period if the Definitive Planning Phase III milestone (M4) payment has not been received. After

Interconnection Customer or MHVDC Connection Customer enters the Definitive Planning Phase III, the Definitive Planning Phase III (M4) milestone payment becomes 100% non-refundable, pursuant to Section 7.8.

Transmission Provider shall notify Affected System Operator(s) of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of Decision Point II.

7.3.2.4.1 Definitive Planning Phase III Milestone (M4) Calculation.

The Definitive Planning Phase III milestone (M4) will be in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015). Interconnection Customers and MHVDC Connection Customers may replace cash milestone payments with a letter of credit or surety bonds and may replace letters of credit or surety bond with cash. The Definitive Planning Phase III milestone (M4) will be thirty percent (30%) of the amount of Network Upgrades identified in the Revised System Impact Study, not including costs associated with JTIQ Upgrades, less any payments made as M2 and M3, but in no event shall the M4 be less than zero dollars.

7.3.2.4.2 True-down of Milestone Payments.

Within ten (10) Business Days from the start of Definitive Planning Phase III, Transmission Provider shall notify the Interconnection Customer if the total posted M3 and M4 milestone payments (*i.e.*, the sum of the M3 and M4 payments) for the Interconnection Request exceed thirty percent (30%) of the total Network Upgrade cost assigned to such Interconnection Request in the Revised System Impact Study, excluding the JTIQ Generator Charge. Transmission Provider shall refund such excess amounts to the Interconnection Customer as soon as practicable.

7.3.2.5 Scope of Interconnection Facilities Study.

The first portion of the Interconnection Facilities Study focusing on the Interconnection Facilities or the Connection Facilities for the project will start no later than the first day of Definitive Planning Phase II in accordance with Section 7.3.2 of this GIP. This portion of the Interconnection Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities or the Connection Facilities, including cost estimates that the Transmission Owner will impose if the Interconnection Customer elects to build (e.g. oversight or management costs). Within 10 Business Days of the Interconnection Customer's receipt of the draft Interconnection Facilities Study, unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the Interconnection Customer shall either elect the option to build or waive the option to build. If the Interconnection Customer elects the option to build, at the same time it makes that election, it must also supply completed cost estimates for Exhibits A7 and A8 as described in Business Practices Manual 15 for the Interconnection Facilities and Stand-Alone Network Upgrades that it has elected to build. Failure to provide a written response or a failure to provide the required cost estimates will be deemed

to be a waiver of the Interconnection Customer's option to build. Nothing in this Section shall be interpreted to prohibit an Interconnection Customer from, with Transmission Owner's consent, from waiving its option to build at a later time prior to GIA execution, but an Interconnection Customer is not entitled to reverse its waiver. The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request shall complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days. The Transmission Provider or applicable Transmission Owner shall perform the detailed analysis. The Interconnection Facilities Study will also identify any potential control equipment for (1) requests for Interconnection Service that are lower than the Generating Facility Capacity, and/or (2) requests to study a Generating Facility that includes at least one electric storage resource using operating assumptions according to the Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

7.3.3 Definitive Planning Phase III

The Definitive Planning Phase III will start the day after the expiration of the fifteen (15) Business Day Interconnection Customer Decision Point II.

The Definitive Planning Phase III will include the following steps:

(i) Model Review (6 Business Days)

(ii) Final System Impact Study (50 Calendar Days)

(iii) Interconnection Facilities Study for Network Upgrades (90 Calendar Days)

7.3.3.1 Purpose

The Definitive Planning Phase III is designed to provide Interconnection

Customers and MHVDC Connection Customers a final, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase II. For each specific Network Upgrade and System Protection Facility that the Transmission Owner did not elect to self-fund as a part of the Revised System Impact Study, the Transmission Owner shall not be permitted to further revise its election after the completion of the Revised System Impact Study. For each specific Network Upgrade and System Protection Facility that the Transmission Owner elected to self-fund as a part of the Revised System Impact Study, each impacted Transmission Owner shall confirm or revise its self-fund election prior to the completion of the Final System Impact Study. In the event that a new Network Upgrade or System Protection Facility is identified in the Final System Impact Study that had not previously been identified in the Revised System Impact Study, each impacted Transmission Owner shall make a binding indication as to whether the Transmission Owner intends to self-fund the new Network Upgrade and System Protection Facility prior to the completion of the Final System Impact Study. A Transmission Owner's self-fund election will be included in the Final System Impact Study. Except as otherwise provided in Section 5.8, a Transmission Owner's failure to provide its self-fund election prior to the completion of the Final System Impact Study shall constitute a waiver of the Transmission Owner's option to self-fund each Network Upgrade and System Protection Facility identified in the Final System Impact Study. Upon completion of the Final System Impact Study, the Transmission Owner(s) to whose facilities the Interconnection Customer or MHVDC Connection Customer proposes to interconnect will perform Facilities Study pursuant to Section 7.3.3.5. Upon completion of the Interconnection Facilities Study, Transmission

Provider will tender a draft *pro forma* Generator Interconnection Agreement to the Interconnection Customer and Transmission Owner.

7.3.3.2 Model Building

Before starting the Final System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. The Transmission Provider will update the study models built during Definitive Planning Phase II, pursuant to Section 7.3.2.2, by removing all Interconnection Requests that did not proceed to the Definitive Planning Phase III. The Transmission Provider will distribute the revised study models to the Transmission Owner and Interconnection Customer or MHVDC Connection Customer for final review. Any comments or corrections from the Transmission Owner or Interconnection Customer or MHVDC Connection Customer to the revised study models must be submitted to the Transmission Provider within six (6) Business Days after receipt of the revised study models. Should the Transmission Owner or Interconnection Customer or MHVDC Connection Customer fail to provide feedback on the revised study models within six (6) Business Days, Transmission Provider will deem the models acceptable. Transmission Provider shall thereafter begin the Final System Impact Study.

7.3.3.3 Scope of the Final System Impact Study

The Final System Impact Study shall provide a final, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase II. The Final System Impact Study shall follow the procedures as the Revised System Impact Study described in Definitive Planning Phase II Section 7.3.2.3 and additional JTIQ analysis described

in Section 7.3.2.3.1, where applicable. Transmission Provider, or Transmission Owner if a Transmission Owner is conducting the study, shall include in the Final System Impact Study any Affected System results and information regarding network upgrades provided in the Affected System's study report, if available from the applicable Affected System. If the Affected System's study report is not available for inclusion in the Final System Impact Study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Final System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. Transmission Provider shall utilize existing studies to the extent practicable in performing the Final System Impact Study.

If requested by the Interconnection Customer, the Transmission Provider or Transmission Owner performing the Preliminary, Revised, and Final System Impact Study shall evaluate, as part of the applicable System Impact Study, the use of static synchronous compensators, static VAR compensators, advanced power flow control devices, transmission switching, synchronous condensers, voltage source converters, advanced conductors, and tower lifting. The requesting Interconnection Customer shall timely provide Transmission Provider with the requisite model information to allow Transmission Provider to evaluate the requested technology. The Transmission Provider or applicable Transmission Owner shall evaluate each requested alternative transmission technology and determine whether the above technologies should be used, consistent with Good Utility Practice, Applicable Reliability Standards, and Applicable Laws and Regulations, as an alternative to traditional network

upgrades. Transmission Provider shall include an explanation of the results of the Transmission Provider's evaluation for each technology in the applicable System Impact Study report. The Transmission Provider or Transmission Owner's evaluation will be completed pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual.

The Final System Impact Study will start the day after the completion of the Model Review in the Definitive Planning Phase III. Transmission Provider, or Transmission Owner if a Transmission Owner is performing the study, shall complete the Final System Impact Study within fifty (50) Calendar Days.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider determines that it will not meet the required time frame for completing the Final System Impact Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Final System Impact Study.

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Final System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.3.4 Scope of Interconnection Facilities Study.

The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request may begin the second portion of the Interconnection Facilities Study for that Network Upgrade prior to the completion of the Final System Impact Study. The Interconnection Customer(s) responsible for a Network Upgrade may request that the second portion of the Interconnection Facilities Study begin after the completion of Interconnection Customer Decision Point II and prior to the completion of the Final System Impact Study. The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request Transmission Owner shall start the second portion of the Interconnection Facilities Study no later than the day following the posting of the Final System Impact Study report and, if applicable, the Affected System's final study report, provided that Transmission Provider has submitted to the applicable Transmission Owner(s) an executed statement of work and purchase order. This phase will identify estimates for the cost and time required to build necessary Network Upgrades that are identified in the Final System Impact Study. The Transmission Owner conducting the study shall complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days from the start date of the Interconnection Facilities Study.

The Interconnection Facilities Study, in its entirety, shall specify and estimate the cost of the required equipment, engineering, procurement and construction work needed to implement the Network Upgrades and Interconnection Facilities or Connection Facilities identified in the Final System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facilities or the Connection Facilities to the Transmission or Distribution System, as applicable, as well as that equipment, to the extent known and available in accordance with Section 3.5 of these GIP, required by Affected Systems to accommodate the interconnection of the Generating Facility or the MHVDC Transmission Line.

The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Owner's Interconnection Facilities or Connection Facilities and Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and to the extent known and available in accordance with Section 3.5 of the GIP, upgrades on Affected Systems necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Interconnection Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

The Interconnection Customer shall enter into a facilities construction agreement with any neighboring transmission provider for network upgrades identified in the Affected System analysis.

7.3.3.5 Interconnection Facilities Study Procedures.

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.5 of this GIP. Transmission Provider and applicable Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The Interconnection Facilities Study for an Interconnection Request shall be typically performed as a Group Study with respect to Common Use Upgrades and/or Interconnection Facilities or Connection Facilities common to more than one Interconnection Request.

At the request of Interconnection Customer or MHVDC Connection Customer or at any time that the Transmission Provider or applicable Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer as to the schedule status of the Interconnection Facilities Study. If the applicable Transmission Owner is unable to complete the Interconnection Facilities Study within the time required, such Transmission Owner shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. If the applicable Transmission Owner is unable to complete the Interconnection Facilities Study with the study deposit provided by Interconnection Customer or MHVDC Connection Customer, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer and provide a revised cost estimate with an explanation of the reasons why. Interconnection Customer or MHVDC Connection Customer shall then provide within fifteen (15) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of

Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

Transmission Owner shall provide to Transmission Provider a draft Interconnection Facilities report at the conclusion of the Interconnection Facilities Study. A draft Interconnection Facilities Study will be posted by Transmission Provider for Interconnection Customers for a comment window. Transmission Provider and Transmission Owner will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

Interconnection Customer or MHVDC Connection Customer and Transmission Owner may, within fifteen (15) Calendar Days after receipt of the draft Interconnection Facilities report and supporting documentation, provide written comments to Transmission Provider, which Transmission Provider shall include in the final Interconnection Facilities report. If the draft Interconnection Facilities report contains a Stand-Alone Network Upgrade, unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the cost estimate shall include the cost that the Transmission Owner will impose if the Interconnection Customer elects to build (e.g. oversight or management costs). Unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the Interconnection Customer shall either elect the option to build or waive the option to build Stand-Alone Network Upgrades identified in the second portion of the Interconnection Facilities Study within 15 calendar days of receiving the draft Interconnection Facilities report. If the Interconnection Customer elects the option to

build, at the same time it makes that election, it must also supply completed cost estimates for Exhibits A7 and A8 as described in the Business Practices Manual 15 for the Stand-Alone Network Upgrades that it has elected to build. Failure to provide a written response or a failure to provide the required cost estimates will be deemed to be a waiver of the Interconnection Customer's option to build. Nothing in this Section shall be interpreted to prohibit an Interconnection Customer, with Transmission Owner's consent, from waiving its option to build at a later time prior to GIA execution, but an Interconnection Customer is not entitled to reverse its waiver. If Interconnection Customer elects to build, Transmission Provider shall include that election in the final Interconnection Facilities report. Transmission Provider shall issue the final Interconnection Facilities report and supporting documentation within ten (10) Calendar Days of receiving the Interconnection Customer's or the MHVDC Connection Customer's comments or promptly upon receiving Interconnection Customer's or the MHVDC Connection Customer's statement that it will not provide comments. Transmission Provider may reasonably extend such fifteen-day period upon notice to Interconnection Customer or MHVDC Connection Customer if the Interconnection Customer's or the MHVDC Connection Customer's comments require Transmission Provider or the applicable Transmission Owner to perform additional analyses or make other significant revisions prior to the issuance of the final Interconnection Facilities Report. Upon request, Transmission Provider or the applicable Transmission Owner shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation, work papers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1. Interconnection Customer or MHVDC Connection Customer shall maintain as confidential any information that is provided by Transmission

Provider or the applicable Transmission Owner and identified as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with Section 13.1.

7.4 Meeting with Transmission Provider.

Within ten (10) Business Days of providing draft GIA or TCA appendices and, as applicable, associated draft appendices for the related FCA(s) and/or MPFCA(s) and supporting documentation to Interconnection Customer, Transmission Owner and Interconnection Customer may meet to discuss the results of the Interconnection Facilities Study.

7.5 Interconnection Study Restudy.

If a restudy of any Interconnection Study is required because an Interconnection Request within its respective Definitive Planning Phase cycle withdraws after the commencement of Phase III but prior to the tender of GIAs under Section 11.2.1 of this GIP~~or is deemed to have withdrawn prior to all GIAs, TCAs, FCAs, and/or MPFCAs, as applicable, for each respective Definitive Planning Phase cycle have been executed or filed unexecuted with the Federal Energy Regulatory Commission~~, Transmission Provider shall provide notice of its intent to perform a final Interconnection Study restudy as necessary. The Transmission Provider's notice of a final Interconnection Study restudy shall include a summary of a preliminary analysis supporting the need for an Interconnection Study restudy, an explanation of why an Interconnection Study restudy is required and a good faith estimate of the cost to perform the Interconnection Study restudy. The Interconnection Study restudy shall be performed subject to the GIP and Business Practices Manuals in effect at the time notice is provided by Transmission Provider. Interconnection Customer or MHVDC Connection Customer shall notify Transmission Provider within five (5) Business Days whether Interconnection Customer or MHVDC Connection Customer wishes to proceed

with the Interconnection Study restudy or withdraw its Interconnection Request. Transmission Provider shall deem Interconnection Customer's or MHVDC Connection Customer's failure to notify Transmission Provider to proceed to perform the Interconnection Study restudy as Interconnection Customer's or MHVDC Connection Customer's withdrawal of its Interconnection Request in accordance with Section 3.6 of this GIP. Any withdrawal after the five (5) Business Day withdrawal window referenced above shall be treated as a post-GIA withdrawal for the purposes of Automatic Withdrawal Penalty under Section 7.6.2.1.1 of this GIP. Transmission Provider or the applicable Transmission Owner shall complete such Interconnection Study restudy no later than sixty (60) Calendar Days from the date of notice. If an Interconnection Customer or MHVDC Connection Customer withdraws after the Interconnection Study restudy report is issued, Transmission Provider shall reallocate the costs of any remaining Network Upgrades, as necessary. In no event shall the Transmission Provider or the applicable Transmission Owner perform more than one (1) Interconnection Study restudy.~~Transmission Provider may elect to perform any Interconnection Study restudy of Network Upgrades common to more than one Interconnection Request as a Group Study.~~

7.6 Refunds

7.6.1 Refunds of Study Deposits

Transmission Provider shall charge and Interconnection Customer or MHVDC Connection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to, except as otherwise provided herein, the Interconnection Customer. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall

pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer or MHVDC Connection Customer has paid all undisputed amounts in compliance herewith.

All charges associated with performing Interconnection Studies, during all three phases of the Definitive Planning Phase, are the responsibility of Interconnection Customers or MHVDC Connection Customers with active Interconnection Requests during each respective Definitive Planning Phase.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time before the end of Interconnection Customer Decision Point I, the Transmission Provider will refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposits. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, during Definitive Planning Phase I but before Interconnection Customer Decision Point I is responsible for its pro rata portion of the group Interconnection Study costs for Definitive Planning Phase I. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, prior to the expiration of Interconnection Customer Decision Point I will not be responsible to fund any Interconnection Studies that take place during or after the start of the Definitive Planning Phase II of the GIP.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time after Interconnection

Customer Decision Point I, but before the expiration of the Interconnection Customer Decision Point II, then the Transmission Provider will refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposits. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, during Definitive Planning Phase II but before Interconnection Customer Decision Point II is responsible for its pro rata portion of the group Interconnection Study costs for Definitive Planning Phase II. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request prior to the expiration of Interconnection Customer Decision Point II will not be responsible to fund any Interconnection Studies that take place during or after the start of Definitive Planning Phase III of the GIP.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time during Definitive Planning Phase III of the GIP, and if the Transmission Provider determines that an Interconnection Study restudy is required, then the withdrawing Interconnection Customer or MHVDC Connection Customer will be responsible to fund all such restudies in Definitive Planning Phase III of the GIP, up to the amount of that Interconnection Customer's total study deposit. However, if the Transmission Provider determines that no Interconnection Study restudy is required due to the withdrawal of Interconnection Customer's or MHVDC Connection Customer's Interconnection Request, then the withdrawing Interconnection Customer or MHVDC Connection Customer will not be responsible to fund any further Interconnection Studies during Definitive Planning Phase III of the GIP and the Transmission Provider shall refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the

study deposit paid to enter the Definitive Planning Phase.

7.6.2 Refunds of Definitive Planning Phase Milestones (M2, M3, M4)

7.6.2.1 Refunds of Definitive Planning Phase entry milestone (M2)

Interconnection Customers and MHVDC Connection Customers are eligible to receive one hundred percent (100%) refund of the Definitive Planning Phase entry milestone (M2) only when the Interconnection Request is withdrawn or deemed withdrawn prior to the start of Definitive Planning Phase I or when Transmission Provider has completed review of Site Control sufficiency pursuant to Section 7.2.1.3 of the GIP and the Interconnection Request is deemed withdrawn due to Site Control deficiencies. Interconnection Customers and MHVDC Connection Customers are eligible to receive refund of forty percent (40%) of the Definitive Planning Phase entry milestone (M2) only when the Interconnection Request is withdrawn or deemed withdrawn during Definitive Planning Phase I or at any time before or at the end of Interconnection Customer Decision Point I. The remaining 60% of the Definitive Planning Phase entry milestone (M2) becomes non-refundable pursuant to Section 7.6.2.1.1 and 7.8 of the GIP. If the Interconnection Request is withdrawn any time after the Interconnection Customer Decision Point I, then the entire Definitive Planning Phase entry milestone (M2) becomes non-refundable pursuant to Section 7.6.2.1.1 and 7.8 of the GIP.

7.6.2.1.1 Calculation of the Automatic Withdrawal Penalty

Interconnection Customer shall be subject to an Automatic Withdrawal Penalty if it withdraws its Interconnection Request, or the Interconnection request is deemed withdrawn pursuant to section 7.2.1.3 or section 3.6 of the GIP. Interconnection

Customer shall not be subject to an Automatic Withdrawal Penalty if it withdraws its Interconnection Request, or the Interconnection Request is deemed withdrawn prior to commencement of Definitive Planning Phase I.

(a) If Interconnection Request is withdrawn or deemed withdrawn during Definitive Planning Phase I or at any time before or at the end of Interconnection Customer Decision Point I, the Interconnection Customer shall be charged ten percent (10%) of the Definitive Planning Phase entry milestone (M2).

(b) If the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point I and before or at the end of Interconnection Customer Decision Point II, the Interconnection Customer shall be charged thirty-five percent (35%) of the Definitive Planning Phase entry milestone (M2).

(c) If the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point II and before the end of the Definitive Planning Phase III, the Interconnection Customer shall be charged seventy five percent (75%) of the Definitive Planning Phase entry milestone (M2).

(d) If the Interconnection Request is withdrawn or deemed withdrawn after start of the Generator Interconnection Agreement (GIA) negotiations (within 5 days of posting of the Final System Impact Study report) the Interconnection Customer shall be charged one hundred percent (100%) of the Definitive Planning Phase entry milestone (M2).

7.6.2.2 Refund of Definitive Planning Phase II milestone (M3)

Interconnection Customers and MHVDC Connection Customers are eligible to receive one hundred percent (100%) refund of the Definitive Planning Phase II milestone (M3) only when the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point I and before or at the end of Interconnection Customer Decision Point II. If the Interconnection Request is withdrawn any time after the end of Interconnection Customer Decision Point II, then the Definitive Planning Phase II milestone (M3) becomes non-refundable pursuant to Section 7.8 of the GIP.

7.6.2.3 Refund of Definitive Planning Phase II milestone (M4)

If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request any time after entering the Definitive Planning Phase III, then the Definitive Planning Phase III milestone (M4) becomes non-refundable pursuant to Section 7.8 of the GIP.

7.6.2.4 Withdrawal and refund due to increase in Network Upgrade costs

Milestone payments will be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws because the total Network Upgrade cost estimates in the Revised System Impact Study increased by more than fifty percent (50%) and more than $10,000 per MW over the Preliminary System Impact Study as a result of Transmission Provider, or Transmission Owner error that is identified prior to the finalization of the revised System Impact Study report. To obtain a refund, Interconnection Customer must withdraw at the end of Interconnection Customer Decision Point II.

Milestone payments will be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws because the total Network Upgrade cost estimates in the Final System Impact Study increased by more than thirty-five percent (35%) and more than $10,000 per MW over the Revised System Impact Study as a result of Transmission Provider, Affected System (to the extent available) or Transmission Owner error that is identified prior to the finalization of the Final System Impact Study report. To obtain a refund, Interconnection Customer must withdraw within five Business Days of posting the results of the Final System Impact Study.

Milestone payments less Automatic Withdrawal Penalty amount will also be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws and the total Network Upgrade cost estimates in the Interconnection Facilities Study increased by more than thirty-five percent (35%) and more than $10,000 per MW over the Network Upgrade cost estimates in the Final System Impact Study. To obtain a refund, Interconnection Customer must withdraw within five Business Days of posting the results of the Interconnection Facilities Study.

Milestone payments less Automatic Withdrawal Penalty amount will also be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws within the later of five (5) Business Days of the results of the study or at the end of an Interconnection Customer Decision Point, if applicable, of results indicating designated increases in estimated upgrade costs across the following intervals:

1. DPP Phase I to DPP Phase II
    a. An increase in MISO Network Upgrade costs from Phase I to

Phase II of at least 50%, and more than $10,000 per MW from the Preliminary SIS to the Revised SIS.

2. DPP Phase II to DPP Phase III
   a. An increase in the combined Network Upgrade and Affected System costs from Phase II to the start of GIA negotiation of thirty-five percent (35%) and more than $15,000 per MW from the Revised SIS (including and Affected Systems results received during DPP Phase II) to any Final SIS and Affected Systems results received prior to the start of GIA negotiations.

7.7 Applicability of Definitive Planning Phase Milestone Payments (M2, M3, and M4) to Generator Interconnection Agreement Initial Payment, Transmission Connection Agreement Initial Payment, or construction agreement security

In the event the Interconnection Customer has elected to make its milestones in the form of cash, Transmission Provider will transfer the Definitive Planning Phase milestones to the appropriate Transmission Owner to satisfy the initial payment requirement of the Generator Interconnection Agreement, TCA or other applicable service agreement within forty-five (45) Calendar Days of the effective date of the Generator Interconnection Agreement, TCA or other applicable service agreement.

Provided that the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement, the Transmission Provider shall refund Milestone cash payments exceeding the initial payment requirement to the Interconnection Customer, MHVDC Connection Customer or the applicable Transmission Owner upon Interconnection Customer's or MHVDC Connection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the later effective date of the Generator Interconnection Agreement, TCA, other applicable service agreements or construction agreements. In the event the milestone

payments are less than the initial payment requirement, the Interconnection Customer or MHVDC Connection Customer shall be responsible for the remaining payment to the Transmission Owner.

In the event milestone payments were provided pursuant to an irrevocable letter of credit or surety bond such letter of credit or surety bond shall be released upon satisfaction of the later initial payment requirement in the Generator Interconnection Agreement, TCA, other applicable service agreements or construction agreements, and with Transmission Owner's consent, provided that the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement.

7.8 Use of Definitive Planning Phase Entry At Risk Milestone Payments (M2, M3 and M4) or Payments of Withdrawn Projects

Upon completion of the Definitive Planning Phase III and after any subsequent restudy performed after Definitive Planning Phase III, Transmission Provider will determine the financial impact of withdrawn projects on each remaining Interconnection Request in the same cycle. This financial impact will be determined using the following two-step method.

Step 1: Transmission Provider first determines the cost of upgrades that are shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades.

For projects that withdrew before the completion of Interconnection Customer Decision Point I with at-risk milestones, the Transmission provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the

Transmission Provider shall compare the planning level cost allocation between the Preliminary System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point I but before the completion of Interconnection Customer Decision Point II with at-risk milestones, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Revised System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point II with at-risk milestones or payments, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the last study the withdrawing project was included in and the subsequent study.

For each of the step 1 comparisons, if the comparative planning level cost analysis indicates that a project withdrawal causes an increase in financial impact to any remaining co-participants, a financial impact analysis will be performed to determine if the overall costs to the remaining co-participants subsequently increased, those remaining co-participants will be credited using the milestones,

and/or payment(s) made under a GIA, FCA, or MPFCA that were forfeited by the withdrawn Interconnection Customers or MHVDC Connection Customers in the same cycle.

Step 2: Transmission Provider will calculate the financial impact to each remaining Interconnection Request that is obligated to fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades.

For projects that withdrew before the completion of Interconnection Customer Decision Point I with at-risk milestones, the Transmission provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Preliminary System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point I but before the completion of Interconnection Customer Decision Point II with at-risk milestones, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Revised System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer

Decision Point II with at-risk milestones or payments, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Final System Impact Study and the subsequent restudy. For each of the Step 2 comparisons, if any portion of the comparative analyses indicates that the withdrawal of a project causes an increase in the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests, the Transmission Provider will use the Definitive Planning Phase at-risk milestones (M2, M3 and M4), collected from the withdrawn Interconnection Requests in the current Definitive Planning Phase cycle and/or payment(s) made under a GIA, FCA, or MPFCA, to offset the cost difference for those remaining Interconnection Requests in the same cycle. If any portion of the comparative analyses indicated that the withdrawal of a project causes a decrease in the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests, those remaining Interconnection Customers and MHVDC Connection Customers shall not receive any reimbursement from the collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA. If any portion of the comparative analyses indicates that the withdrawal of a project causes the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests to remain the same, those remaining Interconnection Customers and MHVDC Connection Customers shall not receive any reimbursement from the collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA.

The total allocation to any remaining Interconnection Requests will not exceed

the total Definitive Planning Phase milestones collected from the Interconnection Customers and MHVDC Connection Customers that withdrew their Interconnection Requests from the same Definitive Planning Phase cycle and/or the allowable amount from the payment(s) made under a GIA, FCA, or MPFCA. In instances where the total cost of Network Upgrades has increased for multiple Interconnection Requests, but the collected Definitive Planning Phase milestones and/or the allowable amount from the payment(s) made under a GIA, FCA, or MPFCA are insufficient to cover the increase in total cost of Network Upgrades for all affected Interconnection Requests, the Transmission Provider will allocate the collected Definitive Planning Phase milestones equally as a percentage of increased Network Upgrade costs.

If any collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA remain after allocating to remaining affected Interconnection Requests, the Transmission Provider will refund the remaining collected Definitive Planning Phase at-risk milestones to each Interconnection Customer and MHVDC Connection Customer in proportion to that customer's forfeited milestone payments as a *pro rata* share of the total collected Definitive Planning Phase milestones and/or payments made under a GIA, FCA, or MPFCA.

The amount of the payment(s) made under a GIA, FCA, or MPFCA that can be used to compensate for financial impact under this Section cannot exceed the amount of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase milestones.

7.8.1 Use of the Automatic Withdrawal Penalty Payments

For each DPP study group, Transmission Provider shall hold all Automatic Withdrawal Penalty funds until all Interconnection Customers in that study group have either: (1) withdrawn or been deemed withdrawn; (2) executed a

GIA; or (3) requested a GIA to be filed unexecuted. Any Automatic Withdrawal Penalty funds collected from each DPP study group shall be allocated towards studies cost and Network Upgrade costs for Interconnection Customers in the same study group that have executed the GIA or requested the GIA to be filed unexecuted.

Automatic Withdrawal Penalty funds shall be distributed to the Interconnection Customers in the same DPP study group that executed their GIA or requested to have their GIA filed unexecuted following the last Effective Date of any GIA for an Interconnection Request in the study group. The amount of Automatic Withdrawal Penalty funds distributed to an Interconnection Customer shall not exceed the total study costs and Network Upgrade costs.

Transmission Provider shall post the balance of Automatic Withdrawal Penalty funds held by Transmission Provider but not yet dispersed on its OASIS site and update this posting on a quarterly basis.

7.9 Provisional Generator Interconnection Agreement

The Transmission Provider may provide a provisional Generator Interconnection Agreement for limited operation at the discretion of Transmission Provider based upon the results of available studies that indicate that there is a level of interconnection that can occur without any additional Network Upgrades. An Interconnection Customer may request such Provisional Generator Interconnection Agreement by providing written notice to the Transmission Provider beginning upon Interconnection Request submission and up to and through Interconnection Customer Decision Point II (Section 7.3.2.4 of this GIP). An Interconnection Customer that qualifies for inclusion in a JTIQ Participation Group shall execute or request the unexecuted filing of the JTIQ Commitment Agreement concurrently with their provisional GIA and, if tendered, the SPP

JTIQ Service Agreement. If the SPP JTIQ Service Agreement has not been tendered to Interconnection Customer by the time such Interconnection Customer executes or rests the unexecuted filing of the provisional Generator Interconnection Agreement, the provisional Generator Interconnection Agreement shall include a milestone in Appendix B requiring the Interconnection Customer to execute or request the unexecuted filing of such agreement within fifteen (15 days after it is tendered).

If scheduled Interconnection Customer Decision Point I, Interconnection Customer Decision Point II, or the Interconnection Facilities Study for Network Upgrades becomes delayed by more than sixty (60) Calendar Days, Interconnection Customers may also request a Provisional Generator Interconnection Agreement from Transmission Provider. A request for a Provisional Generator Interconnection Agreement at any other time shall be deemed invalid by the Transmission Provider.

All provisions of the Definitive Planning Phase (Section 7 of this GIP) apply, except as provided in Section 7.9.1. After receiving a request for a Provisional Generator Interconnection Agreement, the Transmission Provider will begin the first portion of the Interconnection Facilities Study as discussed in Section 7.3.3.4 and will perform a Provisional Interconnection Study. After completing required studies, the Transmission Provider will issue a draft Provisional Generator Interconnection Agreement pursuant to Section 11.2.

7.9.1 Additional Definitive Planning Phase Requirements for Provisional Generator Interconnection Agreements

Interconnection Customers seeking a Provisional Generator Interconnection Agreement must submit Definitive Planning Phase II and Definitive Planning Phase III Milestones (M3 and M4). If M3 and M4 have not been calculated at the time of Interconnection Customer's request

for a Provisional Generator Interconnection Agreement, M3 and M4 shall each be initially $8,000 per MW. The Transmission Provider shall then calculate the M3 and M4 as provided in Sections 7.3.1.4.1 and 7.3.2.4.1. If the actually calculated M3 and M4 values are higher than the M3 and M4 previously paid, Interconnection Customer shall pay any difference between the M3 and M4 previously paid and the actually calculated values within thirty (30) Calendar Days of those amounts being calculated by the Transmission Provider. Failure to pay any difference between the calculated M3 and M4 and the initially paid M3 and M4 within thirty (30) Calendar Days shall result in automatic withdrawal of the Interconnection Request. If the actually calculated M3 and M4 values are lower than the M3 and M4 previously paid, Transmission Provider shall refund any difference between the M3 and M4 previously paid and the actually calculated values.

7.9.2 Consent to Proceed Through Definitive Planning Phase Decision Points

Interconnection Customers seeking a Provisional Generator Interconnection Agreement automatically consent to the Transmission Provider moving the Interconnection Request through Definitive Planning Phases II and III without regard to Interconnection Customer Decision Point II unless notification of withdrawal is provided to the Transmission Provider.

7.9.3 Withdrawal

Interconnection Customers seeking a Provisional Generator Interconnection Agreement are eligible to receive one hundred percent (100%) refund of all Definitive Planning Phase milestones (M2, M3, and M4) only when the Interconnection Request is withdrawn prior to the start of Definitive Planning Phase I and unencumbered study deposits

remaining, except as noted in Section 4.1.2.3. Interconnection Customers seeking a Provisional Generator Interconnection Agreement at the time of Interconnection Request submission may withdraw before the end of Interconnection Customer Decision Point I and Transmission Provider will refund forty percent (40%) of the Definitive Planning Phase entry milestone (M2), all of the Definitive Planning Phase Milestone payments M3 and M4, and unencumbered study deposits remaining. Sixty percent (60%) of the Definitive Planning Phase entry Milestone (M2) becomes non – refundable pursuant to section 7.6.2.1.1 and Section 7.8 of the GIP. After Interconnection Customer Decision Point I, Interconnection Customers seeking a Provisional Generator Interconnection Agreement may withdraw from the Transmission Provider's interconnection queue at any time, but all Definitive Planning Phase milestones (M2, M3, and M4) become non-refundable pursuant to section 7.6.2.1.1 and Section 7.8, and will be used in accordance to Section 7.8 and Section 7.8.1. Interconnection Customers seeking a Provisional Generator Interconnection Agreement shall not be eligible for any milestone payment refunds provided under Section 7.6.2.4.

7.9.4 Reversion to Standard Definitive Planning Phase Process

Interconnection Customers seeking a Provisional Generator Interconnection Agreement may notify Transmission Provider before and during Interconnection Customer Decision Point I that the Interconnection Customer wishes to revert to the standard Definitive Planning Phase process. Transmission Provider will subsequently refund the Definitive Planning Phase III (M4) milestone payment. Interconnection Customer must then continue to abide by all Definitive Planning Phase requirements.

SECTION 8. TRANSMISSION PROVIDER AS AN AFFECTED SYSTEM

8.1 Applicability.

This Section 8 outlines the duties of Transmission Provider when it receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact Transmission Provider's Transmission System. If applicable, any Joint Operating Agreements ("JOA"), Joint Planning Agreements ("JPA") or any other agreements filed with the Commission will govern Transmission Provider's Affected System procedures when Transmission Provider performs an Affected System Study. The sections below outline general procedures in absence of any such Agreement or documentation.

8.2 Response to Notification.

Unless otherwise agreed with an existing JOA/JPA, and other agreements filed with the Commission, as noted in Section 8.1, when Transmission Provider receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact Transmission Provider's Transmission System, Transmission Provider will perform a screen to determine if a study is needed.

Transmission Provider shall respond in writing within twenty (20) Business Days whether it intends to conduct an Affected System Study. No later than fifteen (15) Business Days after Transmission Provider responds with its affirmative intent to conduct an Affected System Study, Transmission Provider shall share with the host transmission provider a non-binding, good faith estimate of the cost and schedule to complete the Affected System Study. If a study is determined necessary, Transmission Provider and host transmission provider will enter into an Affected System Study Agreement in the form of Appendix 16 to this GIP. Terms of this agreement will include cost, schedule and interconnection request list scope to complete the Affected System Study.

Within fifteen (15) Business Days of receipt of notification of restudy, Transmission Provider shall send written notification to host transmission provider involved in the restudy that Transmission Provider intends to delay a planned or in-progress Affected System Study until after completion of the restudy. If Transmission Provider decides to delay the Affected System Study, it is not required to meet its obligations under Section 8 of this GIP until the time that it receives notification from the host transmission provider that the restudy is complete. If Transmission Provider decides to move forward with its Affected System Study despite the restudy, then it must meet all requirements under Section 8 of this GIP.

8.3 Affected System Queue Position.

Transmission Provider 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 shall be determined based upon the queue priority date outlined in Joint Operating Agreements, or other affected system agreement accepted by the Commission.

In the event there is no such document between the Transmission Provider and the host transmission provider, the queue priority date will be determined by the date when all milestones for the Affected System Study Agreement are met.

The queue priority date of Interconnection Requests submitted to the Transmission Provider shall be the date of Decision Point I completion of the cluster.

The Affected System Queue Position of the Affected System Interconnection Customer(s) with an earlier queue priority date shall be higher-queued than any

interconnection requests that has a later queue priority date.

Consistent with Section 8.6 of this GIP, Transmission Provider shall study the Affected System Interconnection Customer(s) via cluster study methodology, and all Affected System Interconnection Customer(s) studied in the same cluster under Section 8.6 shall be equally queued. For Affected System Interconnection Customer(s) that are equally queued, the Affected System Queue Position shall 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 shall be allocated among the Affected System Interconnection Customers in accordance with Section 8.7 of this GIP.

8.4 Affected System Study Agreement.

Unless otherwise agreed with an existing JOA/JPA, and other agreements filed with the Commission as noted in Section 8.1, Transmission Provider will enter into an Affected System Study Agreement, in the form of Appendix 16 to this GIP, with the host transmission provider and the host transmission provider will provide payment for study in the form of a deposit. This agreement will include cost, schedule, and interconnection request list scope to complete the Affected System Study as well as payment terms such as deposit, invoicing and any further applicable terms.

Host transmission provider shall execute the Affected System Study Agreement, deliver the executed Affected System Study Agreement to Transmission Provider, and provide the Affected System Study deposit within ten (10) Business Days of receipt.

If Transmission Provider notifies the host transmission provider that it will delay the Affected System Study pursuant to Section 8.2 of this GIP, host transmission provider is neither required to execute and return the previously tendered Affected System Study Agreement nor provide the Affected System Study deposit for the previously tendered Affected System Study Agreement.

If host transmission provider does not provide all required technical data when it delivers the Affected System Study Agreement, Transmission Provider shall notify the deficient host transmission provider of the technical data deficiency within five (5) Business Days of the receipt of the executed Affected System Study Agreement and the deficient host transmission provider shall 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 or deposit for the Affected System Study Agreement.

If the host transmission provider fails to cure any technical data deficiency, execute its Affected System Study Agreement, or provide the deposit, the host transmission provider shall notify Transmission Provider of the specific Affected System Interconnection Customer(s) that caused the deficiency. The deficient Affected System Interconnection Customer(s) shall lose its Affected System Queue Position, and the deficient Affected System Interconnection Customer(s) shall be removed from the Affected System Study Agreement.

If a host transmission provider fails to pay its undisputed costs related to the Affected System Study within thirty (30) Calendar Days of the invoice, host transmission provider shall notify Transmission Provider of the specific Affected System Interconnection Customer(s) that have failed to pay its undisputed costs related to the Affected System Study. The identified Affected System Interconnection Customer(s) shall lose its Affected System Queue Position, and

Transmission Provider shall confirm with the host transmission provider of such failure to pay.

8.5 Scope of the Affected System Study.

The Affected System Study Agreement will include interconnection request list as scope, further scope information, study methodology, and study deliverable details for the Affected System Study as well as payment terms such as deposit, invoicing and any further applicable terms. The Affected System Study shall 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 Transmission Provider's Transmission System. The Affected System Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified network upgrades associated with such higher-queued Interconnection Request) that, on the date the Affected System Study is commenced: (i) are directly interconnected to Transmission Provider's Transmission System; (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 Transmission Provider's Transmission System; and (iv) have no queue position but have executed a GIA or requested that an unexecuted GIA be filed with the Commission. Transmission Provider has no obligation to study impacts of Affected System Interconnection Customers of which it is not notified.

The Affected System Study shall consist of a power flow and stability analysis, as well as a short circuit screen. The Affected System Study 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 if the interconnection service on its host transmission provider's transmission

system, including a preliminary indication of the cost for Affected System Network Upgrades. For purposes of determining necessary Affected System Network Upgrades, the Affected System Study shall 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 results shall include a list of facilities that are required as a result of Affected System Interconnection Customer's proposed interconnection to another transmission provider's transmission system, as well as a nonbinding good faith estimate of cost responsibility, i.e. the Affected System Network Upgrades. The Affected System Study results will be provided to the host transmission provider in the Affected System Study Report.

8.6 Affected System Study Procedures.

Transmission Provider shall use cluster study methodology in conducting the Affected System Study and shall 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. Transmission Provider shall complete the Affected System Study and provide the Affected System Study Report to the host transmission provider with whom interconnection has been requested within one hundred fifty (150) Calendar Days after the receipt of a valid Affected System Study Agreement and deposit.

Transmission Provider shall post regular status updates regarding all ongoing Affected System Study. If Transmission Provider is unable to complete the Affected System Study within the requisite time period, it shall notify the host transmission provider and shall provide an estimated completion date with an explanation of the reasons why additional time is required. If Transmission Provider does not meet the deadlines in this section, Transmission Provider shall be subject to the financial penalties as described in Section 3.9 of this GIP. Upon

request, Transmission Provider shall provide supporting documentation including power flow, short circuit and stability models for the Affected System Study, subject to confidentiality arrangements consistent with Section 13.1 of this GIP.

Transmission Provider must use Energy Resource Interconnection Service modeling standard used for Interconnection Requests on its own Transmission System for Affected System Study(ies), regardless of the level of interconnection service that Affected System Interconnection Customer is seeking from the host transmission provider with whom it seeks to interconnect.

Transmission Provider shall transmit a draft Affected System Study Report to the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.7 Cost Allocation for Affected System Network Upgrades.

Transmission Provider shall allocate costs for Affected System Network Upgrades identified during the Affected System Study by interconnection request, using a pro rata impact method, consistent with Section 4.2.1 of this GIP. Affected System Interconnection Customers will be responsible to pay their portion of the Affected System Network Upgrades identified during the Affected System Study.

8.8 Restudy.

Transmission Provider shall determine the need for restudy of the Affected System Study as the result of withdrawals of interconnection request from host transmission provider, loss of Affected System Queue Position, or withdrawal of Transmission Provider's higher or equally queued clusters. If restudy of the

Affected System Study is required, Transmission Provider shall notify the host transmission provider in writing within thirty (30) Calendar Days of discovery of the need for restudy. Such restudy shall take no longer than ninety (90) Calendar Days from the date of notice. Any cost of restudy shall be borne by the Affected System Interconnection Customer(s) being restudied through the host transmission provider. Transmission Provider will issue a new version of the Affected System Study Report.

Transmission Provider shall transmit a draft Affected System Study Report to the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.9 Interconnection Facilities Study.

In accordance with Section 7.3.3.4 of this GIP, an Interconnection Facilities Study will be performed by Transmission Owner on any Affected System Network Upgrades identified through the Affected System Study. The host transmission provider will fund the Affected System Network Upgrades facilities study and the study scope, timing and funding will be determined by the Affected System Network Upgrade facilities study agreement. The Interconnection Facilities Study for such Affected System Network Upgrades shall start the day after Transmission Provider submits to the applicable Transmission Owner(s) an executed statement of work and purchase order.

Unless otherwise agreed and in a timely manner, Transmission Provider, Transmission Owner, and host transmission provider will enter into an Affected System Network Upgrade facilities study agreement, in the form of Appendix 17 to this GIP, and the host transmission provider will provide payment for study in

the form of a deposit. This agreement will include cost, schedule, and Affected System Network Upgrade(s) list scope to complete the Affected System Network Upgrade facilities study as well as payment terms such as deposit, invoicing and any further applicable terms.

Upon receipt from the Transmission Owner, Transmission Provider shall transmit to the host transmission provider a draft Affected System Network Upgrade facilities study report for Affected System Interconnection Customers for a comment window. A draft Affected System Network Upgrade facilities study report may be posted by the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider and Transmission Owner will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.10 Tender of Facilities Construction Agreement to Affected System Interconnection Customer/Multi-Party Facilities Construction Agreement to Affected System Interconnection Customer.

Transmission Provider shall tender to Affected System Interconnection Customer(s) a Facilities Construction Agreement/Multi-Party Facilities Construction Agreement, as applicable, in the form of Appendix 8 or 9 to this GIP within thirty (30) Calendar Days of providing the final Interconnection Facilities Study report. Affected System Interconnection Customer's failure to execute the Facilities Construction Agreement or Multi-Party Facilities Construction Agreement, as applicable, or failure to request the agreement to be filed unexecuted with FERC, shall result in the loss of its Affected System Queue Position. Transmission Provider will drive the negotiation process with Transmission Owner(s) and Affected System Interconnection Customer(s) in

accordance with the processes and timelines set forth in Section 11 of this GIP.

SECTION 9. ENGINEERING & PROCUREMENT ("E&P") AGREEMENT.

Prior to executing an GIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Provider shall offer Interconnection Customer, an E&P Agreement that authorizes Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the GIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Definitive Planning Phase Queue Position or In-Service Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

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

Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

SECTION 10. OTHER INTERCONNECTION STUDIES.

10.1 Optional Interconnection Study

10.1.1 Optional Interconnection Study Agreement.

Optional Interconnection Studies are for informational purposes only and are to be completed within an agreed upon time period using Reasonable Efforts. The request for an Optional Interconnection Study can be made on a stand-alone basis or in parallel with the processing of valid Interconnection Request. The request shall describe the assumptions that Interconnection Customer or MHVDC Connection Customer wishes Transmission Provider to study within the scope described in Section 10.1.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, Transmission Provider shall provide to Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that Interconnection Customer or MHVDC Connection Customer must provide for each phase of the Optional Interconnection Study, and (ii) specify Interconnection Customer's or MHVDC Connection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case and assumptions as to the type of Interconnection Service for Interconnection Requests remaining in the

Optional Interconnection Study case. Notwithstanding the above, Transmission Provider shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request and shall continue processing the Interconnection Request in accordance with these GIP.

Interconnection Customer or MHVDC Connection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a deposit equal to sixty thousand dollars ($60,000.00) to Transmission Provider.

10.1.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer or MHVDC Connection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

10.1.3 Optional Interconnection Study Procedures.

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

10.2 Provisional Interconnection Study

10.2.1 Scope of Provisional Interconnection Study

The Provisional Interconnection Study will consist of stability, short circuit, and voltage analysis to identify issues that would result if the Generating Facility were interconnected without project modifications or system modifications. The Provisional Interconnection Study will also identify the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades,

Common Use Upgrades, and the Network Upgrades, and the estimated cost thereof, that may be required to provide Energy Resource Interconnection Service on a provisional basis based upon the results of the Provisional Interconnection Study. Transmission Provider shall use Reasonable Efforts to coordinate the study with any affected systems that may be affected by the type of Interconnection Service that is being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Provisional Interconnection Study.

10.2.2 Provisional Interconnection Study Procedures

Transmission Provider must receive the information and milestones as described in Sections 7.9 and 7.9.1 prior to beginning the Provisional Interconnection Study. Transmission Provider shall use Reasonable Efforts to complete the Provisional Interconnection Study within a mutually agreed upon time. If Transmission Provider is unable to complete the Provisional Interconnection Study within such time period, it shall notify Interconnection Customer or MHVDC Connection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Actual cost of the Provisional Interconnection Study shall be paid by Interconnection Customer or MHVDC Connection Customer pursuant to Section 7.6.1. Upon request, Transmission Provider shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Provisional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

SECTION 11. GENERATOR INTERCONNECTION AGREEMENT (GIA), FACILITIES CONSTRUCTION AGREEMENT (FCA), AND MULTI-PARTY FACILITIES CONSTRUCTION AGREEMENT (MPFCA).

11.1 Tender.

Except as provided in Section 11.1.1, Transmission Provider shall tender to the Interconnection Customer a draft GIA and, as applicable, draft JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), together with draft appendices completed to the extent practicable, within five (5) Business Days after issuance of the applicable first portion of the Interconnection Facilities Study report and Final System Impact Study report.

Throughout this Section 11, the applicable Interconnection Facilities Study for a GIA shall be the Interconnection Facilities Study that was initiated for that project in DPP Phase II. For EGIAs, this shall be the applicable Interconnection Facilities Study initiated through ERAS. Throughout this Section 11, the applicable Interconnection Facilities Study for a Network Upgrade that is addressed in a FCA or MPFCA shall be the Interconnection Facilities Study performed for that Network Upgrade.

At the request of any Party, and except for Interconnection Requests for an ERAS or ZG Interconnection Request, Transmission Provider shall tender to the Interconnection Customer a draft GIA and, as applicable, JTIQ Service Agreement(s), draft FCA(s), together with draft appendices completed to the extent practicable, within ten (10) Calendar Days of receiving such request, provided such request is received after the completion of Interconnection Customer Decision Point II and issuance of the draft Phase II Interconnection Facilities Study. The draft GIA and, as applicable, draft FCA and the Transmission Provider's JTIQ Service Agreement(s), shall be in the form of the Transmission Provider's current *pro forma*. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft GIA, the draft GIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's

JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer.

11.1.1 Common Use Upgrades and Multi-Party Facilities Construction Agreements.

In the event that the Final System Impact Study report indicates that more than one Interconnection Request causes the need for Network Upgrades or System Protection Facilities, Transmission Provider shall determine whether such Network Upgrades or System Protection Facilities are Common Use Upgrades requiring the use of a MPFCA. No later than ten (10) Calendar Days after issuance of the Final System Impact Study report and the applicable final Interconnection Facilities Study reports for each of the projects that are a part of the MPFCA, Transmission Provider shall tender the draft MPFCA to all Interconnection Customers that create the need and share the responsibility for the Common Use Upgrade. If Transmission Provider determines that an Interconnection Customer should be added to an MPFCA as a party, Transmission Provider shall tender a draft MPFCA to the prospective Interconnection Customer and include the prospective Interconnection Customer in Group Studies as applicable.

Upon the written request of all Interconnection Customers that are Party to the MPFCA, Transmission Provider shall tender the MPFCA within ten (10) Calendar Days of receiving such written request, provided such request is received after issuance of: (i) the Final System Impact Study report; and (ii) the applicable draft Interconnection Facilities Study reports for each of the projects that are a part of the MPFCA.

11.2 Negotiation.

Interconnection Customer and Transmission Owner shall return comments on the

draft GIA, and as applicable, JTIQ Service Agreement(s), draft FCA(s) and/or MPFCA(s) within twenty (20) Business Days, or for Interconnection Requests in an ERAS five (5) Business Days, of receipt of the draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s), along with the completion of the parts of the appendices for which Interconnection Customer is responsible. Within ten (10) Business Days after the comments are submitted, or for Interconnection Requests in an ERAS or seeking ZG Interconnection Service five (5) Business Days, Transmission Provider shall tender a revised draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s) to the Parties, together with draft appendices.

The Parties shall begin negotiations concerning the appendices to the GIA, and, as applicable, FCA(s) and/or MPFCA(s) upon tender of the draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s) to the Parties in accordance with the terms of Section 11.1 of this GIP. Except as provided in Section 11.2.1 of this GIP, Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate the GIA for no more than forty (40) Business Days after issuance of the Final System Impact Study report. For Interconnection Requests in an ERAS or those seeking ZG Interconnection Service twenty (20) Business Days from notice to proceed in Section 3.9.4 or 3.11.3 of these GIP. Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate draft FCA(s) and/or MPFCA(s) for no more than forty (40) Business Days after issuance of the applicable final Interconnection Facilities Study reports applicable to the FCA(s) and/or MPFCA(s) that are subject to negotiation and the Final System Impact Study report.

If Interconnection Customer, Transmission Owner or Transmission Provider determines that negotiations are at an impasse, it may request termination of the negotiations by providing written notice to the other parties at any time after tender of the draft GIA, and, as applicable, JTIQ Service Agreement(s), draft FCA(s) and/or MPFCA(s) pursuant to Section 11.1 and request submission of the

unexecuted GIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) with FERC or initiate Dispute Resolution procedures pursuant to Section 13.5. The Interconnection Customer, Transmission Owner or Transmission Provider may request such termination and request for an unexecuted filing during the negotiation period established in this Section 11.2 and under the negotiation period established in Section 11.2.1 of this GIP, as applicable. If an Interconnection Customer requests termination of its negotiations, but within thirty (30) Calendar Days thereafter fails to request the filing of the unexecuted GIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), it shall be deemed to have withdrawn its Interconnection Request.

11.2.1 Optional negotiation period adjustment for Interconnection Facilities Study or Affected Systems Study results.

Except for Interconnection Requests in an ERAS, the Interconnection Customer may postpone the start of the negotiation period for the GIA, and as applicable, draft FCA(s) and/or MPFCA(s), until the later of the issuance of the applicable final Interconnection Facilities Study report or the issuance of the Affected Systems Study Report. Interconnection Customer shall make such election by providing written notice to the Transmission Provider prior to the posting of the Final System Impact Study report. If Interconnection Customer makes such election, Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate the GIA and as applicable, JTIQ Commitment Agreements, draft FCA(s) and/or MPFCA(s), for no more than forty (40) Business Days after the later of the issuance of the final applicable Interconnection Facilities Study or issuance of the Affected System Study Report.

11.3 Execution and Filing.

Transmission Provider shall provide to Interconnection Customer and Transmission Owner a final GIA, and, as applicable, final JTIQ Service

Agreement(s), final FCA(s) and/or final MPFCA(s) prepared for execution by the parties within fifteen (15) Business Days after the completion of the forty (40) Business Day negotiation period in accordance with Section 11.2 of this GIP. For Interconnection Requests for an ERAS or ZG Interconnection Service, the Transmission Provider shall provide to Interconnection Customer and Transmission Owner a final EGIA or ZGIA within ten (10) Business Days after the completion of the negotiation period in accordance with Section 11.2 of this GIP. Within forty-five (45) Calendar Days of tender of the final GIA or ZGIA, and, as applicable, final JTIQ Service Agreement(s), final FCA(s) and final MPFCA(s), Interconnection Customer and Transmission Owner shall either: (i) execute the tendered GIA or ZGIA, and, as applicable, final JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s); or (ii) request in writing that Transmission Provider file with FERC the GIA or ZGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) in unexecuted form.

If Interconnection Customer has neither executed the GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), nor requested filing of the GIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) in unexecuted form within forty-five (45) Calendar Days, or for Interconnection Requests in an ERAS ten (10) Business Days of tender of the final GIA, and, as applicable, JTIQ Service Agreement(s), final FCA(s) and final MPFCA(s), Interconnection Customer shall be deemed to have withdrawn its Interconnection Request. The Interconnection Customer's forty-five (45) Calendar Day deadline for execution will not reset in the event that an additional change is made to the GIA or ZGIA, JTIQ Service Agreement(s), FCA, or MPFCA after circulation for execution.

Within ten (10) Business Days after receiving from the Interconnection Customer(s) and the Transmission Owner either the executed tendered GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or

MPFCA(s) or the request to file an unexecuted GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), Transmission Provider shall file the GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) with FERC, together with its explanation of any matters as to which Interconnection Customer, Transmission Owner and Transmission Provider disagree and support for the costs that Transmission Owner proposes to charge to Interconnection Customer under the GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s). An unexecuted GIA or ZGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), shall contain terms and conditions deemed appropriate by Transmission Provider for the Interconnection Request.

Within one-hundred and eighty (180) Calendar Days after receipt of the final GIA Interconnection Customer shall provide Transmission Provider with reasonable evidence that one or more of the following milestones in the development of the Generating Facility has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Generating Facility, or a statement signed by an authorized officer from or agent of Interconnection Customer attesting that Interconnection Customer owns the Generating Facility and it is required to serve load; or (v) documentation of application for all necessary state and local air, water, land, federal nuclear, and/or Environmental Law permits and that the application is proceeding per regulations.

11.4 Commencement of Interconnection Activities.

If Interconnection Customer executes the final GIA or ZGIA, and, as applicable,

tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) Transmission Provider, Transmission Owner and Interconnection Customer shall perform their respective obligations in accordance with the terms of the GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), subject to modification by FERC. Unless otherwise agreed by all Parties, upon submission of an unexecuted GIA or ZGIA, and, as applicable, unexecuted tendered JTIQ Service Agreement(s), unexecuted FCA(s) and/or unexecuted MPFCA(s), the Parties shall promptly comply with the unexecuted GIA or ZGIA, and, as applicable, unexecuted JTIQ Service Agreement(s), unexecuted FCA(s) and/or unexecuted MPFCA(s), subject to modification by FERC. As applicable, compliance with the terms of such unexecuted JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) or execution and performance under a JTIQ Service Agreement(s), FCA and/or MPFCA will be a requirement under the GIA.

11.5 Special Considerations.

The maximum permissible output of the Generating Facility in the Provisional Generator Interconnection Agreement will be updated on a quarterly basis, and determined by finding the transfer limit of energy commensurate with the analysis for Energy Resource Interconnection Service. This study shall be performed assuming the system topology represented by the base cases used to calculate Available Flowgate Capability as described in Attachment C of this Tariff with dispatch and optimization algorithms posted on the MISO internet site. Limits will be posted on the Transmission Provider's OASIS site, and operation above those limits will be deemed as unauthorized use of the transmission system and subject to provisions in this Tariff surrounding that use. Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Generator Interconnection Agreement including, but not limited to, change in output limits and future Network Upgrade cost responsibilities.

11.6 Quarterly Operating Limit Studies.

Interconnection Customers subject to Quarterly Operating Limits shall be responsible for the cost of performing the required quarterly studies. Interconnection Customers shall submit a Quarterly Operating Limit study deposit in the amount of $10,000 sixty (60) Calendar Days prior to the start of the first applicable binding quarter. Any difference between the study deposit and the actual cost of the applicable Quarterly Operating Limit studies shall be paid by, or refunded to, the Interconnection Customer. MISO will refund any difference the quarter following the Interconnection Customer no longer being subject to Quarterly Operating Limits.

SECTION 12. CONSTRUCTION OF TRANSMISSION OWNER'S OR AFFECTED SYSTEM TRANSMISSION OWNER'S INTERCONNECTION FACILITIES, SYSTEM PROTECTION FACILITIES, DISTRIBUTION UPGRADES AND NETWORK UPGRADES.

12.1 Schedule.

Transmission Owner, Interconnection Customer, and, as applicable, Interconnection Customers in an MPFCA and a Transmission Owner that is an Affected System and, at its election, Transmission Provider shall negotiate in good faith concerning a schedule for the construction of the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Network Upgrades, Common Use Upgrades, and the Stand-Alone Network Upgrades, excluding JTIQ Upgrades. Interconnection Customer and Transmission Owner shall each provide the other Parties its detailed construction schedule.

12.2 Construction Sequencing.

12.2.1 General

In general, the In-Service Date of an Interconnection Customer seeking

interconnection to the Transmission System will determine the sequence of construction of Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, if any, and Network Upgrades, including any Common Use Upgrades. If the time required to build the facilities described in the GIA, and, as applicable, FCA(s) and/or MPFCA(s), excluding JTIQ Upgrades, is greater than the time between execution of the GIA, and, as applicable, FCA(s) and/or MPFCA(s) and the requested In-Service Date, the In-Service Date will be adjusted through the milestones delineated in the GIA, and as applicable, FCA(s) and/or MPFCA(s) appendices prior to the execution of the Generator Interconnection Agreement.

12.2.2 Advance Construction of Network Upgrades, System Protection Facilities, Distribution Upgrades or Generator Upgrades that are an Obligation of an Entity other than Interconnection Customer

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

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

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

An Interconnection Customer with a GIA, and, as applicable, FCA(s) and/or MPFCA(s), in order to maintain its In-Service Date, may request that Transmission Owner advance to the extent necessary the completion of Network Upgrades, System Protection Facilities or Distribution Upgrades that: (i) are necessary to support such In-Service Date, including those listed as a contingent element in the Interconnection Customer's GIA, and, as applicable, FCA(s) and/or MPFCA(s); and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Owner will use Reasonable Efforts to

advance the construction of such Network Upgrades, System Protection Facilities or Distribution Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Owner any associated expediting costs. Interconnection Customer shall be entitled to transmission credits, if any per Attachment FF, for any expediting costs paid associated with the Network Upgrades.

12.2.4 Amended Interconnection System Impact and/or Interconnection Facilities Study

The Interconnection System Impact Study resulting from the Definitive Planning Phase and/or Interconnection Facilities Study(ies) will be amended to determine the facilities necessary to support the requested In-Service Date. Any amended study will follow the procedures provided in the GIP, as applicable, regarding such study and study cost, and include those transmission and Generating Facilities that are expected to be in service on or before the requested In-Service Date.

SECTION 13. MISCELLANEOUS.

13.1 Confidentiality.

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any Party to another Party prior to the execution of a GIA or ZGIA, and, as applicable, FCA(s) and/or MPFCA(s).

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

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

13.1.1 Scope

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

13.1.2 Release of Confidential Information

No Party shall release or disclose Confidential Information to any other

person, except to its Affiliates (limited by the Standards of Conduct requirements) employees, agents, consultants, or to non-parties who may be or considering providing financing to or equity participation with Interconnection Customer or MHVDC Connection Customer, or to potential purchasers or assignees of Interconnection Customer or MHVDC Connection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights

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

13.1.4 No Warranties

By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own

Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure

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

13.1.7 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's breach of its obligations under this Section 13.1. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party breaches or threatens to breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties

further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to FERC, Its Staff, or a State.

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 C.F.R Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to these GIP, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. The Party is prohibited from notifying the other Parties prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Parties to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. Section 388.112.

Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules and regulations.

13.1.9 Subject to the exception in Section 13.1.8, any information that a disclosing Party claims is competitively sensitive, commercial or financial

information ("Confidential Information") shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under the GIP or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the receiving Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

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

13.1.11 At the Interconnection Customer's or MHVDC Connection Customer's election, Transmission Provider shall cause the party in lawful possession of Confidential Information to, destroy, in a confidential manner, or return the Confidential Information provided at the time of Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

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

13.3 Obligation for Study Costs.

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

In the event Interconnection Customer's or MHVDC Connection Customer's project is withdrawn, terminated or suspended, Transmission Provider shall not be required to refund any unused portion of the study deposit paid to enter the Definitive Planning Phase that is necessary to account for study costs associated with the project or restudy costs associated with any affected lower-queued

projects, any other project with which Interconnection Customer's or MHVDC Connection Customer's project shares responsibility for funding a Common Use Upgrade, or, in the event the project is included in a Group Study, any other affected projects in the Group Study. Unused study deposits from the Definitive Planning Phase that are not otherwise required due to the withdrawals, termination or suspension of the project will be refunded upon Commercial Operation.

13.4 Non-Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer or MHVDC Connection Customer receives notice pursuant to the GIP that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer or MHVDC Connection Customer receives neither the Interconnection Study nor a notice under the GIP within the applicable timeframe for such Interconnection Study, then Interconnection Customer or MHVDC Connection Customer may require Transmission Provider or its agent to utilize a consultant reasonably acceptable to Interconnection Customer or MHVDC Connection Customer and Transmission Provider to perform such Interconnection Study under the direction of Transmission Provider. At other times, Transmission Provider may also utilize a consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer or MHVDC Connection Customer, or on its own volition.

In all cases, use of a consultant shall be in accord with Article 26 of the GIA or ZGIA (subcontractors), and, as applicable, FCA(s) and/or MPFCA(s) and limited to situations where Transmission Provider determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's or

MHVDC Connection Customer's pending Interconnection Request and not interfere with the Transmission Provider's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer or MHVDC Connection Customer requests use of a consultant to perform such Interconnection Study, Interconnection Customer or MHVDC Connection Customer and Transmission Provider shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's or MHVDC Connection Customer's request subject to the confidentiality provision in Section 13.1. In any case, such consultant contract may be entered into with either Interconnection Customer or MHVDC Connection Customer or Transmission Provider at the Transmission Provider's discretion. In the case of (iii), Interconnection Customer or MHVDC Connection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such consultant study. Such consultant shall be required to comply with the GIP, Article 26 of the GIA (subcontractors), and, as applicable, FCA(s) and/or MPFCA(s), and the relevant Tariff procedures and protocols as would apply if Transmission Provider were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. Transmission Provider shall cooperate with such consultant and Interconnection Customer or MHVDC Connection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission.

In the event any Party has a dispute, or asserts a claim, that arises out of or

in connection with the GIA or ZGIA, or, as applicable, FCA(s) and/or MPFCA(s), the GIP, or their performance, such Party (the "disputing Party") shall provide the other Parties with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Parties. 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 non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted in accordance with the dispute resolution procedures of the Tariff. In the event the designated representatives are able to resolve the claim or dispute within the above-described thirty (30) Calendar Day period, the disputing Party shall submit a written explanation of the resolution to the non-disputing Parties and shall obtain the written acknowledgement and acceptance from each non-disputing Party.

Disputes received after the GIA or ZGIA, or, as applicable, FCA(s) and/or MPFCA(s) has been tendered for execution pursuant to section 11.1 of this GIP will not affect any applicable deadline pursuant to Section 11.2 of this GIP.

13.5.2 Non-binding Dispute Resolution

If a Party has submitted a Notice of Dispute pursuant to section 13.5.1, and the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within the thirty (30) Calendar Days provided in that section, and the Parties cannot reach mutual agreement to pursue binding dispute resolution, a Party may request that Transmission Provider engage in non-binding dispute resolution pursuant to this section

by providing written notice to the Transmission Provider and other Party ("Request for Non-binding Dispute Resolution"). Such request shall not require the agreement of any other Party to proceed. The process set forth in this section shall serve as an alternative to, and not a replacement of, any other dispute resolution procedures contained within Attachment HH or otherwise authorized by the Tariff. Within 30 days of receipt of a Request for Non-binding Dispute Resolution pursuant to this Section, the Transmission Provider shall appoint a neutral decision-maker that is an independent subcontractor that shall not have any current or past substantial business or financial relationships with either Party. Unless otherwise agreed by the Parties, the decision-maker shall render a decision within sixty (60) Calendar Days of appointment and shall notify the Parties in writing of such decision and reasons therefore. Such decision-maker shall be authorized only to interpret and apply the provisions of the GIP, GIA or ZGIA, and as applicable, FCA(s) and/or MPFCA(s), and shall have no power to modify or change any provision of the GIP, GIA, ZGIA FCA(s) or MPFCA(s) in any manner. The result reached in this process is not binding, but, unless otherwise agreed, the Parties may cite the record and decision in this Nonbinding Dispute Resolution Process in future dispute resolution processes under the Tariff, including in arbitration, or in a Federal Power Act section 206 complaint. Each Party shall be responsible for its own costs incurred during the process and the cost of the decision-maker shall be divided equally among each Party to the dispute. Non-binding dispute resolutions conducted pursuant to this section shall adhere to any procedural and timing requirements set forth in the Generator Interconnection Business Practices Manual unless all parties to such dispute agree to modify such rules.

13.6 Local Furnishing Bonds.

13.6.1 Transmission Owners That Own Facilities Financed by Local Furnishing Bonds.

This provision is applicable only to a Transmission Owner that has financed facilities for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of the GIP or GIA, and, as applicable, ZGIA(s), FCA(s) and/or MPFCA(s), Transmission Provider and Transmission Owner shall not be required to provide Interconnection Service to Interconnection Customer or MHVDC Connection Customer pursuant to this GIA or ZGIA and GIP if the provision of such Transmission Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Owner's facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service.

If Transmission Provider determines that the provision of Interconnection Service requested by Interconnection Customer or MHVDC Connection Customer could jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Owner's facilities that would be used in providing such Interconnection Service. Transmission Provider shall notify Transmission Owner who then shall confirm the tax-exempt status of any local furnishing bond(s) used by Transmission Owner and shall advise Interconnection Customer or MHVDC Connection Customer and Transmission Provider within thirty (30) Calendar Days of Transmission Provider's notice to Transmission Owner. Interconnection Customer or MHVDC Connection Customer thereafter may renew its request for interconnection using the process specified in Article 5.2(ii) of the Transmission Provider's Tariff.

SECTION 14. FAST TRACK PROCESS.

14.1 Applicability.

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Transmission System if the Small Generating Facility is no larger than 5 MW and if the Interconnection Customer's proposed Small Generating Facility meets the codes, standards, and certification requirements of Appendix 3 of this GIP, or Transmission Provider has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

14.1.1 Capacity of the Small Generating Facility

The Interconnection Request shall be evaluated using the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system. However, if the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the Transmission Provider's agreement, with such agreement not to be unreasonably withheld, that the manner in which the Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Transmission Provider's system. If the Transmission Provider does not so agree, then the Interconnection Request must be withdrawn or revised to specify the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system without such limitations. Furthermore, nothing in this section shall prevent a Transmission Provider from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

14.2 Initial Review.

Within fifteen (15) Business Days after Transmission Provider notifies Interconnection Customer it has received a complete Interconnection Request, Transmission Provider shall perform an initial review using the screens set forth below, shall notify Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens.

14.2.1 Screens.

14.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Transmission System or Distribution System that is subject to the Transmission Provider's control under the Tariff.

14.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed fifteen percent (15%) of the line section annual peak load as most recently measured at the relevant substation. A line section is that portion of a Transmission Provider controlled electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

14.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must use an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of five percent (5%) of a spot network's maximum load or 50 kW.

14.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten percent (10%) to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

14.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed eighty-seven and one half percent (87.5%) of the short circuit interrupting capability; nor shall the interconnection proposed for a circuit that already exceeds eighty-seven and one half (87.5%) of the short circuit interrupting capability.

14.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Transmission Provider's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	**Type of Interconnection to Primary Distribution Line**	**Result/Criteria**
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

14.2.1.7 If the proposed Small Generating Facility is to be interconnected

on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

14.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than twenty percent (20%) of the nameplate rating of the service transformer.

14.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (*e.g.*, three or four transmission busses from the Point of Interconnection).

14.2.1.10 No construction of facilities by Transmission Provider on its own system shall be required to accommodate the Small Generating Facility.

14.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and Transmission Provider will provide Interconnection Customer an executable interconnection agreement within five (5) Business Days after the determination.

14.2.3 If the proposed interconnection fails the screens, but Transmission Provider determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality

standards, Transmission Provider shall provide Interconnection Customer an executable interconnection agreement within five (5) Business Days after the determination.

14.2.4 If the proposed interconnection fails the screens, but Transmission Provider does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless Interconnection Customer is willing to consider minor modifications or further study, Transmission Provider shall provide Interconnection Customer with the opportunity to attend a customer options meeting.

14.3 Customer Options Meeting.

If Transmission Provider determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the Transmission Provider shall notify Interconnection Customer of that determination within five (5) Business Days after that determination and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of the Transmission Provider's determination, Transmission Provider shall offer to convene a customer options meeting with Transmission Provider to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the Transmission Provider's determination, or at the customer options meeting, Transmission Provider shall:

14.3.1 Offer to perform facility modifications or minor modifications to the Transmission System (*e.g.*, changing meters, fuses, relay settings) and

provide a non-binding good faith estimate of the limited cost to make such modifications to the Transmission System. If the Interconnection Customer agrees to pay for the modifications to the Transmission System, the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within ten (10) Business Days of the customer options meeting; or

14.3.2 Offer to perform a supplemental review in accordance with Section 14.4 and provide a non-binding good faith estimate of the costs of such review; or

14.3.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the Attachment X Generator Interconnection Procedures.

14.4 Supplemental Review.

14.4.1 To accept the offer of a supplemental review, Interconnection Customer shall agree in writing and submit a deposit for the estimated costs of the supplemental review in the amount of the Transmission Provider's good faith estimate of the costs of such review, both within 15 Business Days of the offer. If the written agreement and deposit have not been received by the Transmission Provider within that timeframe, the Interconnection Request shall continue to be evaluated under the Attachment X Generator Interconnection Procedures unless it is withdrawn by the Interconnection Customer.

14.4.2 The Interconnection Customer may specify the order in which the Transmission Provider will complete the screens in section 14.4.4.

14.4.3 The Interconnection Customer shall be responsible for the Transmission Provider's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Transmission Provider will return such excess within 20 Business Days of the invoice without interest.

14.4.4 Within thirty (30) Business Days following receipt of the deposit for a supplemental review, the Transmission Provider shall (1) perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the Transmission Provider shall notify the Interconnection Customer following the failure of any of the screens, or if it is unable to perform the screen in section 14.4.4.1, within two Business Days of making such determination to obtain the Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 14.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility (the Attachment X Generator Interconnection Procedures); or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.

14.4.4.1 Minimum Load Screen: Where 12 months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are

available, can be calculated, can be estimated from existing data, or determined from a power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the Transmission Provider shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 14.4.4.

14.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or determining circuit or line section minimum load relevant for the application of screen 14.4.1.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e. 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

14.4.4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the net injection into the Transmission Provider's electric system will be considered as part of the aggregate generation.

14.4.4.1.3 Transmission Provider will not consider as part of the aggregate generation for purposes of this screen

generating facility capacity known to be already reflected in the minimum load data.

14.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.

14.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The Transmission Provider shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.

14.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).

14.4.4.3.2 Whether the loading along the line section is uniform or even.

14.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line

section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.

14.4.4.3.4 Whether the proposed Small Generating Facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

14.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

14.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.

14.4.5 If the proposed interconnection passes the supplemental screens in sections 14.4.4.1, 14.4.4.2, and 14.4.4.3 above, the Interconnection Request shall be approved and the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within the timeframes established in sections 14.4.5.1 and 14.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not withdraw its Interconnection Request, it shall continue to be evaluated under the

Attachment X Generator Interconnection Procedures consistent with section 14.4.5.3 below.

14.4.5.1 If the proposed interconnection passes the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above and does not require construction of facilities by the Transmission Provider on its own system, the interconnection agreement shall be provided within ten Business Days after the notification of the supplemental review results.

14.4.5.2 If interconnection facilities or minor modifications to the Transmission Provider's system are required for the proposed interconnection to pass the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above, and the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's electric system, the interconnection agreement, along with a non-binding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within 15 Business Days after receiving written notification of the supplemental review results.

14.4.5.3 If the proposed interconnection would require more than interconnection facilities or minor modifications to the Transmission Provider's system to pass the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above, the Transmission Provider shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the Attachment X Generator Interconnection Procedures unless the Interconnection Customer

withdraws its Small Generating Facility.

SECTION 15. PROVISIONS FOR CONNECTION TO HVDC FACILITIES SUBJECT TO SECTION 27A OF THE TARIFF.

Interconnection Requests to HVDC Facilities that are subject to Section 27A of the Tariff shall follow the same process as detailed in Sections 2 through 13 of the GIP, except as specified in this Section 15.

15.1 Availability of ER Interconnection Service and NR Interconnection Service for HVDC Facilities subject to Section 27A of this Tariff.

ER Interconnection Service and NR Interconnection Service are both available for HVDC Facilities subject to Section 27A of this Tariff. In the case where Interconnection Customer identified a point-to-point transmission service request under Section 27A of this Tariff, NR Interconnection Service will qualify the Generating Facility to be designated as a Network Resource so long as (and to the extent that) HVDC Service is confirmed across the HVDC Facilities. NR Interconnection Service will be limited to the confirmed megawatts in the transmission service request. When applicable, the HVDC Service requirement will be listed in Appendix A of the GIA, and such listing will be added during the negotiation phase of the document, as set forth in Section 11.2 of the GIP.

SECTION 16. PROVISIONS FOR OBTAINING INJECTION RIGHTS AND THEIR CONVERSION TO EXTERNAL NETWORK RESOURCE INTERCONNECTION SERVICE

16.1 Request for Injection Rights

MHDVC Connection Customers electing to request Injection Rights on the Transmission

System pursuant to the procedures set forth in Section 3.2.3 of Attachment GGG to the Tariff shall make such requests for Injection Rights by submitting to Transmission Provider a completed Interconnection Request in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). The MHVDC Connection Customer must select "Injection Rights" in Appendix 1 and shall include all other relevant information required by Appendix 1 and its attachments. Requests for Injection Rights shall be studied and granted by Transmission Provider pursuant to the terms and conditions of the GIP, including requisite milestones and study deposits within the prescribed schedule deadlines.

Injection Rights serve as a pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, in the specified MW quantity, without degrading the reliability of the Transmission System. Injection Rights do not convey transmission service or Interconnection Service to the MHVDC Connection Customer or any other entity. Any such Injection Rights granted by Transmission Provider, and any increases or reductions to those Injection Rights, shall be documented in Appendix F to the Transmission Connection Agreement. Requests for Injection Rights will be treated similar to requests for Interconnection Service from a queue priority perspective.

16.2 Conversion of Injection Rights to External Network Resource Interconnection Service

Before an Interconnection Customer with an Existing Generating Facility that is external to the Transmission System may offer energy or capacity across the MHVDC Transmission Line into the MISO markets, the Injection Rights granted pursuant to Section 3.2.3 of Attachment GGG to the Tariff and this Section 16 must be converted to external Network Resource Interconnection Service and transferred to that Interconnection Customer. Upon the request of an Interconnection Customer with an Existing Generating Facility for external Network Resource Interconnection Service via the MHVDC Transmission Line, Transmission Provider will convert the Injection Rights to external Network Resource Interconnection Service in an

amount up to, but not greater than, the capacity of the MHVDC Transmission Line, and transfer that amount of external Network Resource Interconnection Service to that Interconnection Customer, subject to the conditions set forth below.

Prior to effectuating this conversion, Transmission Provider must receive the following information:

(a) from the Interconnection Customer seeking conversion:

(i) a request for external Network Resource Interconnection Service pursuant to Appendix 1 of Attachment X, by including the requested MW quantity to be converted and transferred;

(ii) documentation of the agreement between the Interconnection Customer and the MHVDC Connection Customer authorizing the conversion and transfer of the requested amount of Injection Rights;

(iii) documentation that the Interconnection Customer has long-term firm transmission service from the Existing Generating Facility to the Point of Connection, including any transmission service agreements over the MHVDC Transmission Line, that complies with the requirements included in the Service Agreement for Network Resources Interconnection Service for an Existing Generating Facility as set forth in Appendix 13 of Attachment X; and

(b) from the MHVDC Connection Customer that holds the Injection Rights being converted:

(i) documentation of the MHVDC Connection Customer's procedures for the allocation of Injection Rights to Interconnection Customers, which shall be non-discriminatory and consistent with the Commission's approval of the MHVDC Connection Customer's right to charge negotiated (market based) rates for service on the applicable MHVDC Transmission Line.

Upon receipt of the required information, Transmission Provider will convert the requested amount of the MHVDC Connection Customer's Injection Rights into external Network Resource Interconnection Service and grant the external Network Resource

Interconnection Service to the Interconnection Customer, subject to the Interconnection Customer executing the Service Agreement for external Network Resource Interconnection Service for an Existing Generating Facility as set forth in Appendix 13 to Attachment X. All terms and conditions of such Service Agreement for external Network Resource Interconnection Service for an Existing Generating Facility and all the terms and conditions of Attachment X, including the rights to termination of Interconnection Service, shall apply to the Interconnection Customer's external Network Resource Interconnection Service granted under this Article 16. After conversion of the Injection Rights, Transmission Provider shall document any remaining Injection Rights in Appendix F of the MHVDC Connection Customer's Transmission Connection Agreement and shall post the Interconnection Customer's external Network Resource Interconnection Service pursuant to the posting guidelines contained in Attachment X.

A request by an Interconnection Customer for a conversion of Injection Rights into external Network Resource Interconnection Service pursuant to this Section 16.2, shall not require any additional studies in the Definitive Planning Phase to the extent such studies have been performed as part of the MHVDC Connection Customer's request for Injection Rights. To the extent the MHVDC Connection Customer made the Definitive Planning Phase Milestone Payments (M2, M3, and M4) required in connection with its request for Injection Rights and evaluation, an Interconnection Customer obtaining a conversion to external Network Resource Interconnection Service based on the same request for Injection Rights shall not be required to make any additional Milestone Payments to Transmission Provider.

Any conversion to external Network Resource Interconnection Service under this Section 16.2 shall occur within three (3) years from the Commercial Operation Date for the MHVDC Transmission Line, as set forth in Appendix C of the Transmission Connection Agreement. Failure to convert any amount of the Injection Rights to external Network Resource Interconnection Service within the time period specified above shall result in termination of Injection Rights with respect to such unconverted amount. In the event any external Network Resource Interconnection Service obtained pursuant to this Section 16 terminates more than three (3) years after the Commercial Operation Date for the MHVDC Transmission Line, as set

forth in Appendix C of the Transmission Connection Agreement, such terminated external Network Resource Interconnection Service may not revert back to Injection Rights.

SECTION 17. FACILITIES SERVICE AGREEMENT.

In the event that the Transmission Owner elects to fund the capital for the Network Upgrades and the Transmission Owner's System Protection Facilities, the Interconnection Customer, Transmission Owner, and Transmission Provider shall enter into a Facilities Service Agreement to memorialize the terms of repayment for those Network Upgrades and Transmission Owner's System Protection Facilities that the Transmission Owner elected to self-fund. The Facilities Service Agreement shall take the form of the *pro forma* Facilities Service Agreement that is included as Appendix 14 of Attachment X of the MISO Tariff. The Facilities Service Agreement shall be subject to the terms and conditions of Attachment X, including the rights to termination of Interconnection Service. The Interconnection Customer and/or the Transmission Owner may request in writing that Transmission Provider file the Facilities Service Agreement with FERC in unexecuted form.

APPENDICES TO GIP

APPENDIX 1	INTERCONNECTION REQUEST FOR A GENERATING FACILITY
APPENDIX 2	RESERVED
APPENDIX 3	CERTIFICATION CODES AND STANDARDS AND CERTIFICATION OF SMALL GENERATOR EQUIPMENT PACKAGES
APPENDIX 4	APPLICATION, PROCEDURES, AND TERMS AND CONDITIONS FOR INTERCONNECTING A CERTIFIED INVERTER-BASED SMALL GENERATING FACILITY NO LARGER THAN 10 KW (“10 KW INVERTER PROCESS”)
APPENDIX 5	OPTIONAL INTERCONNECTION STUDY AGREEMENT
APPENDIX 6	STANDARD GENERATOR INTERCONNECTION AGREEMENT
APPENDIX 7	INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT
APPENDIX 8	FACILITIES CONSTRUCTION AGREEMENT
APPENDIX 9	MULTI-PARTY FACILITIES CONSTRUCTION AGREEMENT
APPENDIX 10	INTERCONNECTION STUDY MODEL REVIEW FORM
APPENDIX 11	MONITORING AND CONSENT AGREEMENT
APPENDIX 12	ENERGY DISPLACEMENT AGREEMENT
APPENDIX 13	EXTERNAL NETWORK RESOURCE INTERCONNECTION SERVICE AGREEMENT
APPENDIX 14	FACILITIES SERVICE AGREEMENT
APPENDIX 15	RESERVED
APPENDIX 16	AFFECTED SYSTEM STUDY AGREEMENT
APPENDIX 17	AFFECTED SYSTEM NETWORK UPGRADE FACILITIES STUDY

AGREEMENT

APPENDIX 18 JTIQ COMMITMENT AGREEMENT

APPENDIX 19 ZG INTERCONNECTION AGREEMENT

Tab B – Clean Tariff Sheets

ATTACHMENT X

GENERATOR INTERCONNECTION PROCEDURES (GIP)

SECTION 1. DEFINITIONS.

10 kW Inverter Process shall mean the procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the screen set forth in Section 14.

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

Affected System(s) shall mean an electric transmission system or the electric system associated with an Existing Generating Facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Provider's Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

Affected System Interconnection Customer shall mean any entity that submits an **i**nterconnection request for a Generating Facility to a transmission system other than Transmission Provider's Transmission System that may cause the need for Affected System Network Upgrades on the Transmission Provider's Transmission System.

Affected System Network Upgrades shall mean the additions, modifications, and upgrades to Transmission Provider's Transmission System required to accommodate Affected System Interconnection Customer's proposed interconnection to a transmission system other than Transmission Provider's Transmission System.

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

Affected System Queue Position shall mean the queue position of an Affected System Interconnection Customer in Transmission Provider's interconnection queue relative to Transmission Provider's Interconnection Customers' Queue Position.

Affected System Study shall mean the evaluation of Affected System Interconnection Customers' proposed interconnection(s) to a transmission system other than the Transmission Provider's Transmission System that have an impact on Transmission Provider's Transmission System, as described in Section 8 of this GIP.

Affected System Study Agreement shall mean the agreement contained in Appendix 16 to this GIP that is made between Transmission Provider and host transmission provider, in absence of JOA, JPA, or other agreement filed with the Commission, as noted in Section 8 of this GIP.

Affected System Study Report shall mean the report issued following completion of an Affected System Study.

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

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

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or

judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.

Applicable Reliability Standards shall mean the requirements and guidelines of the Electric Reliability Organization and the Balancing Authority Area of the Transmission System to which the Generating Facility is directly interconnected.

Automatic Withdrawal Penalty shall mean the penalty assessed by Transmission Provider to an Interconnection Customer that chooses to withdraw or is deemed to have withdrawn its Interconnection Request from Transmission Provider's interconnection queue in certain specified circumstances. The calculation of the Withdrawal Penalty is set forth in Section 7.6.2.1.1 of this GIP.

Balancing Authority shall mean an entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.

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.

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

Base Case Data shall mean base case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

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

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

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

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. In the event that a period specified in this GIP is calculated in Calendar Days ends on a non-business day, such period shall be deemed to conclude on the following business day.

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

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

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

Commitment Projection shall mean a projection of the number of MW expected to commit to the JTIQ Portfolio from ERAS and all DPP study clusters that already have passed DP1 as described in Section 9.4.2.e.ii of Rate Schedule 6 (MISO SPP-JOA).

Common Use Upgrade shall mean an Interconnection Facility, Network Upgrade, System Protection Facility, or any other classified addition, alteration, or improvement on the

Transmission System or the transmission system of an Affected System, not classified under Attachment FF as a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project, that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared responsibility of such Interconnection Customers.

Confidential Information shall mean any proprietary or commercially or competitively sensitive information, trade secret or information regarding a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, or any other information as specified in Article 22 of the GIA, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, that is received by another Party.

Connection Facilities shall mean the Transmission Owner's Connection Facilities and the MHVDC Connection Customer's Connection Facilities, as defined in the MHCP.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities may include facilities identified in MTEP that if delayed or not built could impact the timing of the Interconnection Request.

Customer Engagement Window shall mean the time period prior to the start of Definitive Planning Phase I set forth in Section 3.3.4 of this GIP.

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

Definitive Planning Phase shall mean the Generator Interconnection Procedures process which leads to a Generator Interconnection Agreement. An Interconnection Customer enters the

Definitive Planning Phase pursuant to GIP Section 7.2. The Definitive Planning Phase includes three distinct phases (Definitive Planning Phases I, II, and III) pursuant to Section 7 of the Generator Interconnection Procedures.

Definitive Planning Phase Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Planning Phase. The Definitive Planning Phase Queue Position is established based upon the date of initial submission of the Interconnection Request provided that the Interconnection Request subsequently satisfies all of the requirements of GIP Section 7.2 of the Generator Interconnection Procedures to enter the Definitive Planning Phase and is accepted as valid by the Transmission Provider. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Demonstrated Capability shall mean the continuous net real power output that the Generating Facility is required to demonstrate in compliance with Applicable Reliability Standards.

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

Distribution System shall mean the Transmission Owner's facilities and equipment, or the Distribution System of another party that is interconnected with Transmission Owner's Transmission System, if any, connected to the Transmission System, over which facilities Transmission Service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce and which are 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 Local Balancing Authorities

and other entities owning distribution facilities interconnected to the Transmission System.

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

Effective Date shall mean the date on which the Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Electric Reliability Organization shall mean the North American Electric Reliability Corporation or its successor organization.

Emergency Condition shall mean a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either Transmission Provider or Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Owner's Interconnection Facilities or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and blackstart shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Generator Interconnection Agreement to possess blackstart capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

Energy Displacement Agreement shall mean an agreement between an Interconnection Customer with an Existing Generating Facility on the Transmission Provider's Transmission System and an Interconnection Customer with a proposed Generating Facility seeking to interconnect with Surplus Interconnection Service. The Energy Displacement Agreement specifies the term of operation, the Generating Facility Interconnection Service limit, and the mode of operation for energy production (common or singular operation).

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.

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

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

Existing Generating Facility shall mean a Generating Facility that is either under construction or is in service, and has an unsuspended interconnection agreement with its host transmission provider.

Expanded Scope Analysis shall mean the analysis described in Section 9.4.2.d.iv.a of Rate Schedule 6 (MISO-SPP JOA).

Expedited Resource Addition Study (ERAS) shall mean the temporary procedure for expediting interconnection projects identified for claimed resource adequacy and/or reliability needs.

Expedited Resource Addition Study (ERAS) Quarterly Study Period shall mean the period of time in which ERAS Interconnection Requests are submitted to the Transmission Provider and compiled for study. There are four study periods in a year with the following start and end dates:

Quarter 1: The first Business Day of March through the last Business Day of May;

Quarter 2: The first Business Day of June through the last Business Day of August;

Quarter 3: The first Business Day of September through the last Business Day of November;

Quarter 4: The first Business Day of December through the last Business Day of February.

Expedited Generator Interconnection Agreement (EGIA) shall mean the interconnection agreement for the Expedited Resource Addition Study established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 3.9 of this Attachment X. This agreement shall take the form of the Transmission Provider's *pro forma* Generator Interconnection Agreement modified for the Expedited Resource Addition Study. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the Expedited Generator Interconnection Agreement.

Facilities Construction Agreement (FCA) shall mean the form of facilities construction agreement, set forth in Appendix 8 to these Generator Interconnection Procedures. The FCA shall be used when an Interconnection Customer or an Affected System Interconnection Customer causes the need for the construction of Network Upgrades, Affected System Network Upgrades, or System Protection Facilities on the transmission system of the Transmission Provider.

Fast Track Process shall mean the procedure for evaluating an Interconnection Request for a certified Small Generating Facility no larger than five MW that includes the screen set forth in Section 14, customer options meeting, and optional supplemental review.

Federal Holiday shall mean a Federal Reserve Bank holiday for a Party that has its principal place of business in the United States and a Canadian Federal or Provincial banking holiday for a Party that has its principal place of business located in Canada.

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

FERC shall mean the Federal Energy Regulatory Commission, also known as Commission, or its successor.

Final System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase III.

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 an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities and shall not include a SATOA as defined in Module A. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online

or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes more than one device for the production and/or storage for later injection of electricity.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of the equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean replacement of one or more generating units and/or storage devices at an Existing Generating Facility with one or more generating units or storage devices at the same electrical Point of Interconnection as those being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement, set forth in Appendix 6 to these Generator Interconnection Procedures.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth herein.

Generator Upgrades shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the

facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

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

Group Restudy shall mean a restudy of a Group Study conducted pursuant to Section 7.5 of this GIP.

Group Study(ies) shall mean the evaluation of one or more Interconnection Requests within a Cluster as described in Section 7 of this GIP. Group Studies are divided into phases as described in section 7.3 of this GIP.

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.

HVDC Facilities shall mean the high voltage direct current transmission facilities,

including associated alternating current facilities, if any, that are subject to Section 27A of the Tariff and that are specifically identified in (i) any Agency Agreement pertaining to such facilities between Transmission Provider and Transmission Owner that owns or operates such facilities, or (ii) in any other arrangement that permits or will permit Transmission Provider to provide HVDC Service over such facilities as set forth in Section 27A of the Tariff.

HVDC Service shall mean Firm and Non-Firm Point-To-Point Transmission Service provided by Transmission Provider on HVDC Facilities pursuant to Section 27A of the Tariff.

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

Injection Rights shall mean the Transmission Provider's pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System, as described in Section 16 of the GIP and Section 3.2.3 of the MHCP.

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

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

Interconnection Customer Decision Point I shall mean the time period beginning when the Interconnection Customer is provided the Preliminary System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

Interconnection Customer Decision Point II shall mean the time period beginning when the Interconnection Customer is provided the Revised System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

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

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

Interconnection Facilities Study(ies) shall mean a study conducted by Transmission Owner, or its agent, for Interconnection Customer(s) to determine a list of facilities (including Interconnection Customer's Interconnection Facilities or Affected System Interconnection Customer's interconnection facilities, Transmission Owner's Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and Affected System Network Upgrades, as identified in the Interconnection System Impact Study, Affected System Study, or Affected System Operator's applicable study), the cost of those facilities, and the time required to interconnect with the Transmission System or the Affected System Operator's transmission system.

Interconnection Request shall mean (1) an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new Generating Facility or a request for the Expedited Resource Addition Study for a new generation capacity, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System, or to interconnect an Existing Generating Facility that is external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for an Existing Generating Facility; or (2) an MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights.

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System, or external host transmission provider if applicable, and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection pursuant to the terms of the Generator Interconnection Agreement or Point of Delivery as set forth in Service Agreement for Network Resource Interconnection Service for an External Generating Facility and, if applicable, the Tariff.

Interconnection Study (or Study) shall mean any of the following studies: the Replacement Impact Study, the Reliability Assessment Study, the Optional Interconnection Study, the Interconnection System Impact Study including evaluations for Surplus Interconnection Service, and the Interconnection Facilities Study, or the Restudy of any of the above, described in the Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or

system modifications, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the forms of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection Procedures for conducting all studies required by the Generator Interconnection Procedures.

IRS shall mean the Internal Revenue Service.

Joint Operating Agreement ("JOA") shall mean an agreement between adjacent balancing authorities or transmission providers for the coordination of operations.

Joint Planning Agreement ("JPA") shall mean an agreement between adjacent balancing authorities or transmission providers for the coordination of planning.

Joint Operating Agreement between the Midcontinent Independent System Operator, Inc. and Southwest Power Pool, Inc. (MISO-SPP JOA) shall mean Rate Schedule 6 to the MISO Tariff.

Joint Targeted Interconnection Queue (JTIQ) shall refer to the study and processes described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Joint Targeted Interconnection Queue Study ("JTIQ Study") shall mean a transmission planning study conducted jointly by SPP and MISO to facilitate the interconnection of new generator capacity in both Parties' regions.

JTIQ Commitment Group Member shall mean any JTIQ Commitment Group Member included in a Commitment Group consistent with Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Commitment Group or Commitment Group shall mean a group of JTIQ Commitment Group Members that have executed a JTIQ Generator Interconnection Agreement within the twelve (12) month period ending April 30th of each year. The Commitment Group shall also include JTIQ Commitment Group Members for which a JTIQ Generator Interconnection Agreement has been filed unexecuted by SPP or the Transmission Provider and the Commission has accepted the agreement within the twelve (12) month period ending April 30th of each year.

JTIQ Generator Charge shall mean the charge to JTIQ Commitment Group Members to recover the JTIQ Commitment Group Member's share of the JTIQ Monthly Revenue Requirement for each of the JTIQ Upgrades in the JTIQ Portfolio in the Transmission Provider's Region.

JTIQ Participation Group shall mean the group of Interconnection Requests that shall consist of all interconnection customers included in the JTIQ Screening Groups whose interconnection request meets the distribution factor and impact criteria specified in Section 9.4.2(d)((ii) of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Portfolio shall mean a group of JTIQ Upgrades identified pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Screening Group shall mean a group of MISO Interconnection Customers and SPP interconnection customers whose Interconnection Requests will be screened for inclusion in a JTIQ Participation Group. The JTIQ Screening Group shall consist of all interconnection customers who have submitted interconnection requests into a MISO ERAS, SPP ERAS, DPP study cluster, or SPP DISIS study cluster that: (1) has a study commencement or kick off date that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I, a MISO ERAS, the SPP ERAS, or DISIS Phase One studies pursuant to each party's OATT as of the date that the Parties have declared the JTIQ Portfolio fully subscribed.

JTIQ Service Agreements shall mean the JTIQ Commitment Agreement attached to the MISO GIA as Appendix 17 and the SPP's *pro forma* agreement(s) that obligate interconnection customers to provide security for and pay the JTIQ Generator Charge for JTIQ Network Upgrades included in the applicable JTIQ Portfolio.

JTIQ Upgrade shall mean a Network Upgrade included in a JTIQ portfolio pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA)**.**

Local Balancing Authority shall mean an operational entity or a Joint Registration Organization which is (i) responsible for compliance with the subset of the Electric Reliability Organization Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) provided in the Balancing Authority Agreement.

Local Resource Zone (LRZ) shall mean a geographic area within the Transmission Provider Region that is prescribed by the Transmission Provider, based upon the criteria in Section 68A.3, to address congestion that limits Planning Resource deliverability.

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

Material Modification shall mean: (1) modification to an Interconnection Request in the queue that has a material adverse impact on the cost or timing of any other Interconnection Request with an equal or later queue priority date; or a Qualified Change.

Merchant HVDC Connection Customer (MHVDC Connection Customer) shall mean any entity that proposes to interconnect an MHVDC Transmission Line with the Transmission System, as set forth in the MHCP.

Merchant HVDC Connection Procedures (MHCP) shall mean the connection procedures set forth in Attachment GGG to the Tariff.

Merchant HVDC Transmission Connection Request (MHVDC Transmission Connection Request) shall mean an MHVDC Connection Customer's request, in the form of Appendix 1 to the MHCP to interconnect a new MHVDC Transmission Line, increase the capacity of an existing MHVDC Transmission Line, or make a substantial modification to the operating characteristics of an existing MHVDC Transmission Line.

Merchant HVDC Transmission Connection Agreement (Transmission Connection Agreement or TCA) shall mean the form of the transmission connection agreement for merchant HVDC transmission facilities set forth in Appendix 2 to the MHCP.

Merchant HVDC Transmission Line (MHVDC Transmission Line) shall mean the merchant high voltage direct current transmission line external to the Transmission System that is proposed for connection to the Transmission System, as defined in the MHCP.

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

Monitoring and Consent Agreement shall mean an agreement that defines the terms

and conditions applicable to a Generating Facility acquiring Surplus Interconnection Service. The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Surplus Interconnection Service and Transmission Owner to maintain the total output of the Generating Facility inside the parameters delineated in the GIA.

Multi-Party Facilities Construction Agreement (MPFCA) shall mean the form of facilities construction agreement, set forth in Appendix 9 to these Generator Interconnection Procedures. The MPFCA shall be used when multiple Interconnection Requests or interconnection requests from Affected System Interconnection Customers cause the need for the construction of Common Use Upgrades on the Transmission System and share cost responsibility for such Common Use Upgrades.

Network Customer shall have that meaning as provided in the Tariff.

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

Network Resource Interconnection Service (NR Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades shall mean the additions, modifications, and upgrades to the

Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility(ies) to the Transmission System. Network Upgrades shall not include any HVDC Facility Upgrades.

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

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

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Outage Transfer Distribution Factor (OTDF) Outage Transfer Distribution Factor, as defined by the Electric Reliability Organization.

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

Permissible Technological Advancement shall mean advancements to turbines, inverters, plant supervisory controls, excitation systems, or other technological advancements submitted to the Transmission Provider prior to the issuance of a draft Generator Interconnection Agreement for such project provided that such advancements does not: (1) degrade the electrical characteristics of the generating equipment; (2) does not cause any material adverse impact on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response; (3) does not increase the installed capacity of the Generating Facility; or (4) change the fuel source of the proposed Generating

Facility.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Connection shall mean the point, as set forth in an MHVDC Transmission Connection Request, where the MHVDC Transmission Line connects to the Transmission System.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A of the GIA, where the Interconnection Facilities connect to the Transmission System.

Point(s) of Withdrawal (POW) shall mean the point(s) where a non-transmission facility that is used to withdraw Energy from the Transmission System to serve Load connects to the Transmission System.

Potential MW Total shall mean a projection of the number of MW that may commit to the JTIQ Portfolio from all ERAS and study clusters to date, including the current study cluster(s).

Power Transfer Distribution Factor (PTDF) Power Transfer Distribution Factor, as defined by the Electric Reliability Organization.

Preliminary System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase I

Pre-Queue Phase shall mean Interconnection Customer outreach and education effort undertaken prior to the submission of the Interconnection Request.

Proportional Impact Method shall mean a technical analysis conducted by Transmission Provider to determine the degree to which each Generating Facility in the Group Study contributes to the need for a specific Network Upgrade.

Provisional Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 7.9 of this Attachment X. This agreement shall take the form of the Generator Interconnection Agreement modified for provisional purposes. Unless otherwise provided in the GIP, all requirements applicable to the Generator Interconnection Agreement shall apply to the Provisional Generator Interconnection Agreement.

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

Provisional Interconnection Study shall mean an engineering study, performed at Interconnection Customer's request, as a condition to entering into a Provisional Generator Interconnection Agreement, that evaluates the impact of the proposed interconnection on the safety and reliability of the Transmission System and, if applicable, any Affected System. The study shall identify and detail the impacts on the Transmission System and, if applicable, an Affected System, from stability, short circuit, and voltage issues that would result if the Generating Facility were interconnected without project modifications or system modifications.

Qualified Change shall mean a planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i)

steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests. The Queue Position is established based upon the date and time of initial receipt of the Interconnection Request by Transmission Provider pursuant to section 4.1 of this GIP.

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

Relevant Electric Retail Regulatory Authority (RERRA) shall mean an entity that has jurisdiction over and establishes prices and/or policies for providers of retail electric service to end-customers, such as the city council for a municipal utility, the governing board of a cooperative utility, the state public utility commission or any such entity.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.7 of this Attachment X.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of the Transmission System.

Revised System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase II

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer or MHVDC Connection Customer, Transmission Owner, Affected System and Transmission Provider conducted for the purpose of discussing the proposed Interconnection Request and any alternative interconnection options, exchanging information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, refining information and models provided by Interconnection Customer(s), discussing the Group Study materials posted to OASIS pursuant to Section 3.4 of this GIP, and analyzing such information.

Shared Interconnection Request shall mean (1) multiple Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect new Generating Facilities, or to increase the capacity of, or make a Material Modification to the operating characteristics of, Existing Generating Facilities that are interconnected with the Transmission System, or to interconnect Existing Generating Facilities that are external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for Existing Generating Facilities; or (2) multiple MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights.

Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s), including when the Transmission Owner elects to fund the capital cost of such a Network Upgrade or Common Use Upgrade under Section 11.3 of the GIA, and also benefits other Interconnection Customer(s) or MHVDC Connection Customer(s) that are later identified as beneficiaries.

Site Control shall mean a documented right for one or more parcels of land for the

purpose of constructing a Generating Facility, Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. Such documented right shall be one of the following: (1) ownership of a site; (2) a leasehold interest in a site; (3) an option to purchase or acquire a leasehold interest in a site; or (4) any other contractual or legal right to possess or occupy a site. Transmission Provider will maintain acreage requirements for each Generating Facility type on its OASIS or public website.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than five MW and meets the requirements of Section 14 and Appendix 3.

Southwest Power Pool (SPP) shall refer to the Southwest Power Pool, Inc. the Regional Transmission Organization that is the counterparty to Rate Schedule 6 (MISO-SPP JOA).

Special Protection System (SPS) shall mean an automatic protection system or remedial action scheme designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components, to maintain system reliability. Such action may include changes in demand (MW and MVar), energy (MWh and Mvarh), or system configuration to maintain system stability, acceptable voltage, or power flows. An SPS does not include: (a) underfrequency or undervoltage load shedding; (b) fault conditions that must be isolated; (c) out-of-step relaying not designed as an integral part of an SPS; or (d) Transmission Control Devices.

Stand-Alone Network Upgrades shall mean Network Upgrades, that are not part of an Affected System or a JTIQ Upgrade, that Interconnection Customer or MHVDC Connection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer must agree as to what constitutes Stand Alone

Network Upgrades and identify them in Appendix A to the Generator Interconnection Agreement or Appendix B of the Transmission Connection Agreement. If the Transmission Provider or Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider or Transmission Owner that disagrees with the Interconnection Customer must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider or Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Business Days of its determination.

Substation Network Upgrades shall mean Network Upgrades that are required at or near the Point of Interconnection and are identified in the first portion of the Interconnection Facilities Study as described in GIP Section 7.3.2.5.

Supplemental Affected System Analysis shall mean **t**he affected systems analysis described in Section 7.3.2.3.1 of this GIP and Section 9.4.2.e.iii.a.i of the Rate Schedule 6 (MISO-SPP JOA) to determine if Supplemental Affected System Upgrades are required for one or more JTIQ Participation Group member(s).

Supplemental Affected System Upgrade shall mean a Network Upgrade in addition to those required to address the impact of interconnection requests in the current study cluster as described in Section 9.4.2.e.iii.a.i of Rate Schedule 6 (MISO-SPP-JOA).

Surplus Host Unit shall mean the Generating Facility from which Surplus Interconnection Service will be obtained.

Surplus Interconnection Service shall mean any Interconnection Service that is derived from the unneeded portion of Interconnection Service established in a GIA or in agreement with, or under the tariff of, a Transmission Owner prior to integration into MISO, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Planning and Analysis Phase shall mean the phase of the Generator Interconnection Procedure process, prior to January 4, 2017, which consisted of an Interconnection System Impact Study for those Interconnection Requests that were studied in this phase.

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

Target MW Value shall mean the projected new generation interconnection MW enabled by the JTIQ Portfolio. The Target MW Value for each JTIQ Portfolio shall be identified in Section 9.4 and related subsections of Rate Schedule 6.

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

Threshold Charge shall mean the charge calculated using an estimate of plant in service value for the JTIQ Portfolio, excluding amounts funded under the GRIP Program, as described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Transient Tolerance Window shall mean the period of time after a reduction or loss of load by the ZG Associated Load by the end of which window the Generating Facility with ZG Interconnection Service must have reduced its injections to an amount not greater than the Load of the ZG Associated Load. The Transient Tolerance Window shall be no greater than 20 seconds, and is further described by the Business Practices Manual for Large Load. The

Transient Tolerance Window will be subject to Transmission Owner local planning criteria.

Transmission Control Devices shall mean a generally accepted transmission device that is planned and designed to provide dynamic control of electric system quantities, and are usually employed as solutions to specific system performance issues. Examples of such devices include fast valving, high response exciters, high voltage DC links, active or real power flow control and reactive compensation devices using power electronics (*e.g.*, unified power flow controllers), static var compensators, thyristor controlled series capacitors, braking resistors, and in some cases mechanically switched capacitors and reactors. In general, such systems are not considered to be Special Protection Systems.

Transmission Owner shall mean that Transmission Owner as defined in the Tariff, which includes an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at which Interconnection Customer proposes to interconnect or otherwise integrate the operation of the Generating Facility. Transmission Owner should be read to include any Independent Transmission Company that manages the transmission facilities of Transmission Owner and shall include, as applicable, the owner and/or operator of distribution facilities interconnected to the Transmission System, over which facilities transmission service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer requests Interconnection Service and to which Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce.

Transmission Provider shall mean the Midcontinent Independent System Operator, Inc. ("MISO"), the Regional Transmission Organization that controls or operates the transmission facilities of its transmission-owning members used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

Transmission Owner's Interconnection Facilities (TOIF) shall mean all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point

of Interconnection as identified in Appendix A to the Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned by Transmission Owner and controlled or operated by Transmission Provider or Transmission Owner that are used to provide transmission service (including HVDC Service) or Wholesale Distribution Service under the Tariff.

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

User-Defined Model shall mean any set of programming code created by equipment manufacturers or developers that captures the latest features of controllers that are mainly software-based and represent the entities' control strategy but does not necessarily correspond to any particular generic library model, as contained in Attachment A to Appendix 1 of the GIP.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

Wholesale Distribution Service shall have that meaning as provided in the Tariff. Wherever the term "transmission delivery service" is used, Wholesale Distribution Service shall also be implied.

Zero Injection Generation (ZG) Associated Load shall mean a source of electrical load

that has a Point of Withdrawal that is at the same substation as the Point of Interconnection to the Transmission System (i.e. same voltage level at the interconnecting substation) as the Generating Facility with ZG Interconnection Service that will serve it.

Zero Injection Generation (ZG) Interconnection Service shall mean a limited form of Interconnection Service that allows an Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, for the limited purpose of delivering energy to ZG Associated Load. ZG Interconnection Service does not grant any right to inject energy onto the Transmission System except as may be authorized by Section 3.11 of the Generator Interconnection Procedures. ZG Interconnection Service does not convey Transmission Service. ZG Interconnection Service also does not provide a right to serve, or a right to Transmission Service to serve, a ZG Associated Load or retail customer except as allowed by applicable state law.

Zero Injection Generation (ZG) Resource shall mean a generating resource with an Attachment X defined ZG Interconnection Agreement. A ZG Resource may participate as a Generation Resource, Dispatchable Intermittent Resource, Electric Storage Resource, or Behind the Meter Generation resource.

ZG Facilities Study shall mean the study described in Section 3.2.5.2.2 of these GIP that is used to identify any Network Upgrades or Interconnection Facilities that may be needed to for an Interconnection Request seeking ZG Interconnection Service.

ZG Impact Assessment shall mean the study described in Section 3.2.5.2.1 of these GIP that is used to evaluate the impact of an Interconnection Request seeking ZG Interconnection Services.

ZG Interconnection Agreement (ZGIA) shall mean the form of interconnection agreement governing the terms and conditions of ZG Interconnection Service, set forth in Appendix 19 to the GIP. This agreement shall follow the form of the Transmission Provider's

pro forma Generator Interconnection Agreement with modifications to reflect ZG Interconnection Service and the ZG Interconnection Service study process. Unless otherwise provided in the GIP, all requirements applicable to the *pro forma* Generator Interconnection Agreement shall apply to the ZGIA. A ZGIA is a form of GIA and, where used in the Tariff, references to Generator Interconnection Agreements or GIAs encompasses ZGIAs.

ZG Interconnection Process Quarterly Study Period shall mean the period of time in which Interconnection Requests seeking ZG Interconnection Service are submitted to the Transmission Provider and compiled for study. There are four study periods in a year with the following start and end dates:

Quarter 1: The first Business Day of March through the last Business Day of May;

Quarter 2: The first Business Day of June through the last Business Day of August;

Quarter 3: The first Business Day of September through the last Business Day of November;

Quarter 4: The first Business Day of December through the last Business Day of February.

SECTION 2. SCOPE AND APPLICATION.

2.1 Application of Generator Interconnection Procedures.

a. Sections 2 through 13 of the GIP apply to processing an Interconnection Request pertaining to a Generating Facility. The GIP specifically applies when one of the following is proposed by an Interconnection Customer: (i) a new Generating Facility at a new Point of Interconnection that does not meet the criteria set forth in Sections 2.1 (b) or (c), (ii) additional generation at an existing Point of Interconnection, (iii) an increase in the capacity of an Existing Generating Facility, (iv) a Generating Facility Modification that may constitute a Material Modification to the operating characteristics of an Existing Generating Facility, or (v) a Replacement Generating Facility. The evaluation in subpart (iv) will be performed expeditiously depending on the specific information regarding any proposed Generating Facility Modification and the existence of an Emergency Condition.

b. Section 14 of the GIP applies to a request to interconnect a certified Small Generating Facility meeting the certification criteria set forth in Appendix 3.

c. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kW shall be evaluated under the Appendix 4 – 10 kW Inverter Process.

d. A request to interconnect to HVDC Facilities subject to Section 27A of the Tariff will be incorporated into the queue as described in Sections 2 through 13 of the GIP. Modifications to the process necessitated by the physics of a connection to HVDC Facilities are found in Section 15 of the GIP, and will apply to those requests to interconnect to HVDC Facilities.

e. Network Resource Interconnection Service is available to Existing Generating

Facilities connected to facilities external to the Transmission System, including any Existing Generating Facilities connected to any MHVDC Transmission Line. Such a request for Network Resource Interconnection Service shall be memorialized with a Service Agreement as found in Appendix 13 of the GIP.

f. Sections 1 through 7, Section 10, Section 13 and Section 16 of the GIP apply to processing an Interconnection Request pertaining to Injection Rights for an MHVDC Transmission Line. Any such request for Injection Rights will be incorporated into the queue as described in Sections 2 through 7 of the GIP. Procedures for obtaining Injection Rights and the conversion of those rights to external Network Resource Interconnection Service are set forth in Section 16 of the GIP. All references to MHVDC Connection Customer(s) in these GIP shall be understood to refer to MHVDC Connection Customer(s) seeking Injection Rights.

g. A request for Replacement Generating Facility shall be evaluated pursuant to Section 3.7 of the GIP.

h. A request for Generating Facility Modification for an Existing Generating Facility must be submitted to and coordinated with the Transmission Provider pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual to allow the Transmission Provider to determine whether the proposed modification would result in a substantive modification to the operating characteristics of such Existing Generating Facility.

i. An Interconnection Request for a new Generating Facility to be studied through the Expedited Resource Addition Study process shall be evaluated pursuant to Section 3.9.2.

j. A request for ZG Interconnection Service shall be evaluated pursuant to Section 3.11 of the GIP.

2.2 Comparability.

Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in the GIP. Transmission Provider shall process and analyze Interconnection Requests from all Interconnection Customers comparably, regardless of Generating Facility ownership, and from all MHVDC Connection Customers comparably, regardless of MHVDC Transmission Line ownership.

2.3 Base Case Data.

Transmission Provider shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on a password-protected website, subject to confidentiality provisions in GIP Section 13.1. In addition, Transmission Provider shall maintain network models and underlying assumptions on such password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent Interconnection Study and be representative of current system conditions. A link to the information is provided on Transmission Provider's OASIS site. Interconnection Customers and password-protected website users must sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

2.4 No Applicability to Transmission Service.

Nothing in the GIP shall constitute a request for transmission service or confer upon an Interconnection Customer or MHVDC Connection Customer any right to receive transmission service or Wholesale Distribution Service under the Tariff.

SECTION 3. INTERCONNECTION REQUESTS.

3.1 General.

An Interconnection Customer or MHVDC Connection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 to the GIP and the deposit along with the other items listed in Section 3.3.1 of these GIP in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). Transmission Provider shall apply the deposit towards the cost of any Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall submit a separate Interconnection Request for each site. Where multiple Generating Facilities share a site, Interconnection Customer(s) may submit separate Interconnection Requests or a single Interconnection Request in accordance with Section 3.3.1 of these GIP. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Points of Interconnection; provided, however, that an Interconnection Request for Injection Rights shall only evaluate one voltage level at each Point of Connection.

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

executed, or requested to be filed unexecuted, GIA.

Interconnection Requests that include at least one electric storage resource shall document their operating assumptions (i.e., whether the interconnecting Generating Facility will or will not charge from the Transmission System and at what level) pursuant to Attachment X, Appendix 1. Notwithstanding the foregoing, Transmission Provider shall apply the charging operating assumptions contained in the fuel dispatch methodology as specified by the Generator Interconnection Business Practices Manual (BPM-015). The operating assumptions for charging as modified by the fuel dispatch methodology cannot be higher than those documented in the Interconnection Request.

Transmission Provider may determine that Good Utility Practice, including Applicable Reliability Standards, otherwise requires the use of different operating assumptions. If Transmission Provider finds Interconnection Customer's requested operating assumptions conflict with Good Utility Practice, Transmission Provider must provide Interconnection Customer an explanation in writing of why the submitted operating assumptions are insufficient or inappropriate by no later than thirty (30) Calendar Days before the end of the Customer Engagement Window and allow Interconnection Customer to revise and resubmit requested operating assumptions one time at least ten (10) Calendar Days prior to the end of the Customer Engagement Window.

Transmission Provider shall study these requests for Interconnection Service, with the study costs borne by Interconnection Customer, using the submitted operating assumptions for purposes of Interconnection Facilities, Network Upgrades, and associated costs. These requests for Interconnection Service also may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by Interconnection Customer. Interconnection Customer's Generating Facility may be subject to additional control technologies as well as testing and validation of such additional control technologies consistent with Article 6 of the GIA. The necessary control technologies and protection systems shall be set forth

in Appendix C of the executed, or requested to be filed unexecuted, GIA.

3.2 Identification of Types of Services.

At the time the Interconnection Request is submitted, Interconnection Customer must request NR Interconnection Service, ER Interconnection Service, ZG Interconnection Service, or Surplus Interconnection Service, as described; provided, however, any Interconnection Customer requesting NR Interconnection Service may also request that it be concurrently studied as an ER Interconnection Service, up to the expiration of Interconnection Customer Decision Point II. Interconnection Customer may then elect to proceed with NR Interconnection Service or to proceed under a lower level of NR Interconnection Service to the extent that only certain upgrades will be completed. A description of the modeling details used when studying a project as ER Interconnection Service or NR Interconnection Service can be found in Section 6 of the Generator Interconnection Business Practices Manual (BPM-015). MHVDC Connection Customer may only request Injection Rights pursuant to Section 16 of the GIP and shall not be eligible to receive any Interconnection Services specified in the GIP.

3.2.1 Energy Resource Interconnection Service (ER Interconnection Service).

3.2.1.1 The Product. ER Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis and may be granted on a conditional basis. ER Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or Point of Delivery.

3.2.1.2 The Study. The study consists of short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The short circuit/fault duty

analysis would identify the Interconnection Facilities required and the Network Upgrades necessary to address short circuit issues associated with the Interconnection Facilities. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting Generating Facility without requiring additional Network Upgrades. Notwithstanding the foregoing, the output of the Generating Facility and the charging of electric storage resources will be modified by Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

3.2.2 Network Resource Interconnection Service (NR Interconnection Service).

3.2.2.1 The Product. Transmission Provider must conduct the necessary studies and Transmission Owner shall cause the construction of the Network Upgrades, System Protection Facilities, Distribution Upgrades or Generator Upgrades, subject to the approval of Governmental Authorities, needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. NR Interconnection Service allows the Generating Facility to be designated as a Network Resource, up to the Generating Facility's full output on the same basis as existing Network Resources that are interconnected to the Transmission or Distribution System as applicable, and to be studied as a Network Resource on the assumption that such a designation will occur. NR Interconnection Service may be granted on a conditional basis pursuant to the terms of Article 4.1.2.3 of the GIA. A Generating Facility requesting NR Interconnection Service shall be deemed to request ER Interconnection Service of an equivalent amount to the extent that the Generating Facility does not already have ER Interconnection Service in

order to allow Interconnection Customer to connect the Generating Facility to the Transmission System or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output. The total NR Interconnection Service shall not exceed the total ER Interconnection for a Generating Facility. Interconnection Customer with an in-service Generating Facility or with an executed GIA, having ER Interconnection Service or equivalent interconnection service can request NR Interconnection Service by making an Interconnection Request for obtaining only NR Interconnection Service.

3.2.2.2 The Study. The Interconnection Study for NR Interconnection Service shall assure that the Generating Facility meets the requirements for NR Interconnection Service and will qualify the Generating Facility as a Network Resource under Module B and the RAR of the Transmission Provider's Tariff. As a general matter, the Generating Facility's interconnection is studied with the Transmission System at both off-peak and peak loads, under a variety of severely stressed conditions, to determine whether, with the Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on the Transmission System or Distribution System, as applicable, consistent with Applicable Reliability Standards. This approach assumes that some portion of existing Network Resources is displaced by the output of the Generating Facility. NR Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery.

3.2.3 Surplus Interconnection Service.

3.2.3.1 The Product. Surplus Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to

increase the gross generating capability at the same Point of Interconnection of an Existing Generating Facility without increasing the total amount of Interconnection Service at the Point of Interconnection. The total combined generating output at the Point of Interconnection for Both the original and surplus Interconnection Customer is limited to and shall not exceed the total amount of Interconnection Service of an Existing Generating Facility. Surplus Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery. If the Existing Generating Facility has only ERIS, any Surplus Interconnection Service associated with that Existing Generating Facility at the same Point of Interconnection shall be ERIS. If the Existing Generating Facility has NRIS, any Surplus Interconnection Service associated with that Existing Generating Facility at the same Point of Interconnection could be either ERIS or NRIS.

3.2.3.2 The Study. The Interconnection Study for Surplus Interconnection Service consists of reactive power, short circuit/fault duty, stability analyses, and steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Existing Generating Facility's Interconnection Service was not studied under off-peak conditions, and if warranted, in the Transmission Provider's sole discretion, by the fuel-based dispatch assumptions specified in the Generator Interconnection Business Practices Manual, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the Transmission Provider is unable to verify that the Existing Generating Facility was previously studied for the granted level of Interconnection Service as provided in Section 3.3.1.1(3) of this GIP, the Transmission Provider may perform steady state analyses to demonstrate reliable operation of the Surplus Interconnection Service in accordance

with the GIP and Generator Interconnection Business Practice Manual. The Transmission Provider will perform the applicable studies for the surplus Interconnection Request, pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual, to determine whether the Surplus Interconnection Service proposed in the surplus Interconnection Request would result in material adverse impact on the Transmission System and/or Affected Systems, as compared to the impacts that are created by the Existing Generating Facility, respecting its dispatch levels from the original steady state interconnection study, without the inclusion of the proposed Surplus Interconnection Service. If no original study is available, the Transmission Provider shall apply the current fuel dispatch assumptions used for new Generating Facilities to the Existing Generating Facility in the steady state study. If Transmission Provider determines that the proposed Surplus Interconnection Service would result in a material adverse impact on the Transmission System and/or Affected Systems, then the proposed surplus Interconnection Request is deemed to be a Qualified Change and the Interconnection Customer shall proceed through Definitive Planning Phase cycle similar to a request for interconnection of a new Generating Facility or withdraw the surplus Interconnection Request. The Interconnection Study for the surplus Interconnection Request will identify the Interconnection Facilities required and the Network Upgrades necessary to address reliability issues associated with the Interconnection Facilities.

Transmission Provider shall study Surplus Interconnection Service requests for a Generating Facility that includes at least one electric storage resource and for which Transmission Provider approves operating assumptions pursuant to Section 3.1 according to the Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

3.2.4 Injection Rights

3.2.4.1 The Product. Injection Rights serve as a pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System. Injection Rights do not grant Interconnection Service or Transmission Service to the MHVDC Connection Customer. Injection Rights must be converted to external Network Resource Interconnection Service as set forth in Section 16.2 of the GIP before those rights may be used to offer energy or capacity into the MISO markets.

3.2.4.2 The Study. Requests for Injection Rights shall include both ERIS-level and NRIS-level evaluations. For ERIS-level evaluation, the study will include short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed MHVDC Transmission Line and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting MHVDC Transmission Line without requiring any additional upgrades.

For NRIS-level evaluation, the study will assure that the output of the MHVDC Transmission Line meets the requirements for NR Interconnection Service and will qualify any Existing Generating Facility connected to the MHVDC Transmission Line as a Network Resource under Module B and the RAR of the Transmission Provider Tariff. As a general matter, such Generating Facility's interconnection with the Transmission System is studied at both off-peak and peak loads, under a variety of severely stressed conditions, to determine whether, with such Generating Facility at full output, the aggregate of generation in the

local area can be delivered to the aggregate of load on the Transmission System or Distribution System, as applicable, consistent with Applicable Reliability Standards. This approach assumes that some portion of an existing Network Resource is displaced by the output of such Generating Facility.

3.2.5 ZG Interconnection Service

3.2.5.1 The Product. ZG Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, for the limited purpose of delivering energy to a source of electrical load that is at the same substation as the Point of Interconnection to the Transmission System (i.e. same voltage level at the interconnecting substation) as the Generating Facility with ZG Interconnection Service that will serve it.

This service is available only if the study required by Section 3.2.3.2 of these GIP determines that the proposed interconnection:

(1) will not result in any injections of Energy onto the Transmission System beyond the substation identified in the Interconnection Request as the Point of Interconnection. The restriction on Energy injection in this paragraph shall not apply to transient, limited injections associated with a reduction or loss of Load by the ZG Associated Load provided these remain within any Transient Tolerance Window established in the Business Practices Manual for Large Load.

(2) Will not require the construction or modification of any Network Upgrades to address impacts to the Transmission System with the exception of Network Upgrades located at the same substation as the POI, except for System Protection Facilities at adjacent substations.

ZG Interconnection Service is specific to the ZG Associated Load(s) that the

Generating Facility identifies in its Interconnection Request, and which shall be memorialized in the ZGIA. ZG Interconnection Service does not grant any right to inject energy onto the Transmission System beyond the Point of Interconnection except as may be authorized by Section 3.11 of these Generator Interconnection Procedures. ZG Interconnection Service does not provide interconnection service for the purpose of serving Load other than the ZG Associated Load(s) identified in the Interconnection Request and memorialized in the ZGIA. ZG Interconnection Service does not convey transmission service, which is obtained through a separate process, and does not provide a right to serve, or a right to transmission service to serve, a retail customer except as specifically allowed by state laws and regulations.

The ZG Interconnection Service product does not supersede any state or local laws or regulations nor does it authorize operations that would violate state or local laws and regulations, including those establishing which entities have the right or obligation to serve load. Interconnection Customers are separately responsible for adhering to all Applicable Laws and Regulations.

3.2.5.2 The Study. The Study shall include a ZG System Impact Assessment and, if needed, a ZG Facilities Study as described below.

The Generating Facility's requesting ZG Interconnection Service will be studied at a level not to exceed the Demand of the ZG Associated Load other than as necessary to study outages of the ZG Associated Load. The Generating Facility's requesting ZG Interconnection Service will be dispatched, and granted service at a level not to exceed the total Demand of the ZG Associated Load.

3.2.5.2.1 ZG Impact Assessment. The ZG Impact Assessment shall consist of a review of the proposed configuration of the

Generating Facility, its electrical connection both to the designated ZG Associated Load(s) and to the Transmission System, and the proposed control equipment and/or operating procedures to determine whether these are sufficient to prevent injections onto the Transmission System beyond the substation where the Point of Interconnection is located. The Transmission Provider shall perform short circuit/fault duty, stability analyses, and steady state (thermal and voltage) if necessary based on the proposed configuration. The stability and steady state studies shall study the ability of the Generating Facility to interconnect to the Transmission System without requiring additional Network Upgrades to maintain reliability, including analysis for the ZG Associated Load tripping offline consistent with the Transient Tolerance Window established in the Business Practices Manual for Large Load. For ZG Interconnection Service to be granted, these analyses must determine that no Network Upgrades are needed to maintain system reliability other than Network Upgrades at the same substation as the Point of Interconnection or System Protection Facilities.

3.2.5.2.2 ZG Facilities Study. The ZG Facilities Study shall identify any Network Upgrades at the same substation as the POI, and/or operating procedures that are required to prevent injections of Energy, other than transient injections during Load reduction or loss events, and to maintain reliability during these permitted transient injections. The ZG Facilities Study shall identify any required system protection facilities and equipment. Further, the study shall identify any Interconnection Facilities required to interconnect the proposed

Generating Facility to the Transmission System.

The portion of the ZG Facilities Study for Interconnection Facilities will start at the same time as the ZG Impact Assessment. The ZG Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities. The portion of the ZG Facilities Study for Network Upgrades shall begin upon the identification of a need for such Network Upgrades in the ZG Impact Assessment but not later than one Business Day after the ZG Impact Study results are provided to the Interconnection Customer.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

The Transmission Provider shall post on the MISO public website a notice of an application deadline for a cluster entering DPP studies at least 45 calendar days prior to the application deadline. An Interconnection Customer or an MHVDC Connection Customer wishing to join the next Definitive Planning Phase shall submit their Interconnection Request to the Transmission Provider in the manner required by the Generator Interconnection Business Practices Manual (BPM-015) no later than the application deadline, which will be at least ninety (90) Calendar Days prior to the scheduled kick-off of the Definitive Planning Phase I of that cycle, published on the MISO public website. Beginning with the third Group Study after the Commission-approved effective date of Transmission Provider's filing made in compliance with the Final Rule in Docket No. RM22-14-000, the Transmission Provider shall set an application deadline for the next Definitive Planning Phase Group Study, which deadline shall be 45 Calendar Days (or next Business Day if the 45th Calendar Day falls on a weekend or holiday) after the close of Decision Point 2 of the previous Definitive Planning Phase Group Study. Any Interconnection Request received after the application

deadline published on the MISO public website shall, subject to section 4.1.1, be applied towards a subsequent Definitive Planning Phase cycle. A Provisional Generator Interconnection Agreement may be requested as set forth in Section 7.9 of the GIP. The Generating Facility described in a valid Interconnection Request may not connect to, or propose to connect to, the transmission facilities of any transmission provider other than the Transmission Provider except that: 1) an Interconnection Customer may propose to include a Generating Facility already connected to a different transmission system in an Interconnection Request to the Transmission Provider if the Interconnection Request contains a commitment by the Interconnection Customer to disconnect the Generating Facility from such other transmission system prior to achieving Commercial Operation under a Generator Interconnection Agreement with the Transmission Provider and, 2) an Interconnection Customer may proposed to connect an Existing Generating Facility to the transmission facilities of another transmission provider provided such Interconnection Customer retires the Existing Generating Facility in accordance with Attachment Y to the Tariff prior to the date such generating facilities achieve commercial operation with such other transmission provider. Submission of Generating Facilities included in an Interconnection Request to another transmission provider for connection to their systems shall result in such Interconnection Request being deemed withdrawn pursuant to Section 3.6 of these Generator Interconnection Procedures.

An Interconnection Customer requesting to join the next Expedited Resource Addition Study (ERAS) shall submit their Interconnection Request to the Transmission Provider no later than the ERAS application deadline as published on the MISO public website, at least fifteen (15) Business Days prior to the scheduled kick-off of the ERAS cycle published on the MISO public website. The valid ERAS request shall be included in an ERAS Quarterly Study Period that commences after it was submitted.

Study deposits for the Definitive Planning Phase (DPP) and the Expedited Resource Addition Study are required based on the Megawatt amount of the new Interconnection Service requested per the following schedule:

Amount of new Interconnection Service and/or Injection Rights requested (MW)	**Non-Refundable Deposit 1 (D1)**	**Study Deposit 2 (D2)**
< 6 MW	Calculated according to the procedure in 3.3.1 and posted by Transmission Provider prior to the application deadline.	$50,000
20 ≥ MW ≥ 6		$120,000
50 ≥ MW > 20		$180,000
100 ≥ MW > 50		$270,000
200 ≥ MW > 100		$320,000
500 ≥ MW > 200		$420,000
1000 > MW > 500		$530,000
MW ≥ 1000		$640,000

The Transmission Provider shall calculate the amount of the Non-Refundable Deposit 1 (D1) by determining the inflation adjustment in accordance with the inflation calculator located at the U.S. Bureau of Labor Statistics website. The inflation adjustment shall be calculated from the effective date of the original D1 amount of $5,000, August 2008, to the most up-to-date data available at the time the notification takes place, where such amount will be rounded to the nearest $100 and posted on the Transmission Provider's website. The Transmission Provider shall post a Non-Refundable Deposit 1 (D1) once every three years. The Non-Refundable Deposit 1 (D1) amount calculated pursuant to this paragraph shall be applicable to all study groups with an application deadline that is sixty (60) or more Calendar Days after the date that the Transmission Provider posts such amount and to all Interconnection Requests seeking ZG Interconnection Service that are received by the Transmission Provider after the date of such posting. The posting will remain effective until Transmission Provider posts a revised calculation pursuant to this paragraph.

An Interconnection Request for the Expedited Resource Addition Study shall be accompanied by a Non-Refundable Deposit 1 (D1) of $100,000.

An Interconnection Request for a Replacement Generating Facility and/or an Interconnection Request seeking ZG Interconnection Service or Surplus Interconnection Service shall be accompanied by a Non-Refundable Deposit 1 (D1) and a study deposit in the amount of $150,000.

Thirty (30) Calendar Days after the execution of a non-Provisional Generator Interconnection Agreement or a Transmission Connection Agreement in which the Injection Rights option has been selected, Interconnection Customer or MHVDC Connection Customer may replace any non-encumbered balance of the study deposits with an irrevocable letter of credit or surety reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015).

Interconnection Customer or MHVDC Connection Customer shall be required to provide to Transmission Provider the following data as further described in the Generator Interconnection Business Practices Manual (BPM-015) along with its Interconnection Request:

(i) a detailed stability model for the proposed Generating Facility or MHVDC Transmission Line;
(ii) a detailed power flow model for the proposed Generating Facility or MHVDC Transmission Line;
(iii) Technical data as outlined in Attachment A of Appendix 1 of this GIP;
(iv) an Interconnection Study Agreement executed by Interconnection Customer or MHVDC Connection Customer in the form of Appendix 1,

Attachment B;

(v) a definitive Point of Interconnection or Point of Connection;

(vi) for Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities with another pending Interconnection Request or existing project, a consent agreement in accordance with Section 3.3.1.4 of these Generator Interconnection Procedures;

(vii) a one line diagram showing the Generating Facility or MHVDC Transmission Line and associated electrical equipment with appropriate rating and impedance information;

(viii) Megawatt amount of new Interconnection Service or Injection Rights requested; and

(ix) If applicable, (1) the requested operating assumptions to be used by Transmission Provider that reflect the proposed charging behavior of the Generating Facility that includes at least one electric storage resource, and (2) a description of any control technologies (software and/or hardware) that will limit the operation of the Generating Facility to the operating assumptions submitted by Interconnection Customer.

In addition, Interconnection Customer or MHVDC Connection Customer proposing to enter the Definitive Planning Phase shall provide the Definitive Planning Phase entry milestone in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015).

The Definitive Planning Phase entry milestone (M2) will be calculated as $8,000 per Megawatt amount of new Interconnection Service or Injection Rights requested.

The Expedited Resource Addition Study entry milestone (M2) will be calculated as $24,000 per Megawatt for the amount of new Interconnection Service requested.

Except as otherwise provided for Site Control in Section 7.2 of this GIP, all applicable deposits, milestone payments, and data required to enter the Definitive Planning Phase, including the exemptions noted in Section 4.1.2, must be received at the time of the submission of the interconnection request on the Transmission Provider website.

All applicable deposits, milestone payments and data required to enter the Expedited Resource Addition Study must be received at the time the application is submitted.

Interconnection Customer shall provide proof of Site Control or a cash deposit in lieu of Site Control in accordance with the requirements and timing established in Section 7.2 of this GIP. In the event that an Interconnection Customer or MHVDC Connection Customer has a state regulatory requirement to process two Points of Interconnection or Points of Connection through the entire process, that Interconnection Customer or MHVDC Connection Customer is not required to comply with the Site Control requirements in Section 7.2 for the second Interconnection Request, provided it is properly identified as the required alternative.

The Non-Refundable Deposit 1 (D1) and Study Deposit 2 (D2) shall be applied toward the costs related to processing the Interconnection Request, including costs of Interconnection Studies and GIA negotiation.

The expected In-Service Date of the Generating Facility or MHVDC Transmission Line shall be no later than the process window for the Transmission Provider's regional expansion planning period not to exceed seven years from the date the Interconnection Request is received by Transmission Provider, unless Interconnection Customer or MHVDC Connection Customer demonstrates that engineering, permitting and

construction of the Generating Facility or MHVDC Transmission Line will take longer than the regional expansion planning period, nor shall it be any sooner than the process time described in the Generator Interconnection Procedures and confirmed in the Pre-Queue Phase. The In-Service Date may succeed the date the Interconnection Request is received by Transmission Provider by a period up to ten years, or longer where Interconnection Customer or MHVDC Connection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

The expected Commercial Operation Date of a Replacement Generating Facility shall be no more than three (3) years from the date of cessation of operation of the Existing Generating Facility. For Existing Generating Facilities that have not yet reached Commercial Operation, the specified Commercial Operation Date in the GIA of a Replacement Generating Facility shall be no later than the specified Commercial Operation Date in the GIA of the Existing Generating Facility. For Existing Generating Facility that is in suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage, the start date of suspension or outage shall be considered the date of cessation of operation of the Existing Generating Facility for purposes of calculating the three (3) year limit. If the requested period of time between the cessation of operation of the Existing Generating Facility and expected Commercial Operation Date of the Replacement Generating Facility is more than three (3) years, the request shall be treated as an Interconnection Request for a new Generating Facility. An Existing Generating Facility that was in suspension pursuant to Section 38.2.7 of the Tariff is subject to the time limitations in Section 38.2.7(n) of the Tariff.

Where multiple Generating Facilities owned by a single Interconnection Customer share a site, such Interconnection Customer may submit separate Interconnection Requests or single Interconnection Request. Where multiple Generating Facilities are owned by different Interconnection Customers and share a site, Interconnection Customers may submit a single Interconnection Request (Shared Interconnection Request), but the Interconnection Request must include an agreement between the Interconnection

Customers which designates a primary point of contact for communications and designates a single authorized contact for payments and refunds, and the agreement must clearly identify ownership of each proposed Generating Facility. An existing Interconnection Request may not be combined with another to form a Shared Interconnection Request.

An Interconnection Request for a Generating Facility requesting processing through the Expedited Resource Addition Study shall identify the claimed resource adequacy and/or reliability need(s) for which it is being submitted. This should include the location (i.e. the county and state, the electrical bus location(s), and the Local Resource Zone) of any load to be served via the off take agreement as well as the peak demand for electricity expected over any one hour period in MWs—the amount of Interconnection Service requested must not exceed 150 percent of the identified MW need. The Generating Facility and the associated resource adequacy and/or reliability need(s) must be within the same Local Resource Zone, unless the resource adequacy and/or reliability need is included in a resource filing made to the RERRA that is providing the verification required in Section 3.9.1.

The expected Commercial Operation Date included in the Interconnection Request for a Generating Facility requesting processing through the Expedited Resource Addition Study shall be no later than three calendar years from the submission date of the Interconnection Request.

3.3.1.1 Additional Requirements for a Surplus Interconnection Request application

A request for Surplus Interconnection Service made by an Interconnection Customer must meet the requirements listed in section 3.3.1 above, plus the following requirements:

1. The Interconnection Customer of the Existing Generating Facility, or one of its affiliates, shall have priority to utilize Surplus Interconnection Service. If the Interconnection Customer of the Existing Generating Facility or one of its affiliates does not exercise its priority, then the Interconnection Customer may make Surplus Interconnection Service available to other potential Interconnection Customers.

2. The surplus Interconnection Request shall be accompanied by written confirmation from an officer of the Interconnection Customer of the Surplus Host Unit , indicating: (i) the amount of Surplus Interconnection Service made available by the Interconnection Customer of the Surplus Host Unit; (ii) the type of Interconnection Service (*i.e.*, ERIS or NRIS) made available by the Interconnection Customer of the Surplus Host Unit in accordance with the provisions of Section 3.2.3.1 of this GIP; (iii) the circumstances under which the proposed Surplus Interconnection Service would be available, including an indication of whether the proposed Interconnection Service would be available on a continuous basis (*i.e.*, a certain number of MW of Surplus Interconnection Service would always be available for use by a co-located generating facility) or on a scheduled, periodic basis (*i.e.*, a specified number of MW of Surplus Interconnection Service that would be available intermittently.

3. Except as provided in Section 3.3.1.1(3)(a) of this Attachment X, the Interconnection Customer must include the MISO Interconnection System Impact Study performed for the Existing Generating Facility when the Generating Facility was originally proposed for interconnection to the MISO Transmission System or, for Generating Facilities studied under a predecessor transmission provider's interconnection process, the original system impact study performed at the time such Generating Facility was originally studied for interconnection to the transmission system.

Transmission Provider will use that study to appropriately scope the study for evaluation of the surplus Interconnection Request. If the Interconnection Customer cannot provide such system impact study with its application, it shall indicate that such study is not available.

a. A Request for Surplus Interconnection Service may be submitted by an Interconnection Customer prior to the date that the Surplus Host Unit has obtained an effective Generator Interconnection Agreement provided the following requirements are met:

1. The Surplus Host Unit has a valid Interconnection Request and has completed Interconnection Customer Decision Point II of the GIP prior to the date that the surplus Interconnection Request is submitted;
2. The surplus Interconnection Request satisfies each of the requirements of Section 3.3.1.1 of this GIP except that instead of providing the MISO Interconnection System Impact Study for an Existing Generating Facility specified by Section 3.3.1.1(3), the Surplus Interconnection Customer shall provide the most recently completed Interconnection System Impact Study in the form of the Revised System Impact Study for Definitive Planning Phase II or the Final System Impact Study for Definitive Planning Phase III for the Surplus Host Unit with the surplus Interconnection Request;
3. The Surplus Interconnection Customer identifies the study cycle and project number of the Surplus Host Unit in the surplus Interconnection Request; and
4. If sharing Interconnection Customer Interconnection Facilities with the Existing Generating Facility, evidence

that the Interconnection Customer has entered into a consent agreement that meets the requirements of Section 3.3.1.4.

5. If the Surplus Interconnection Customer Generating Facility partially or completely consists of energy storage devices, the Surplus Interconnection Customer Interconnection Request shall contain a description of any control technologies (software and/or hardware) that will limit the concurrent operation of the Existing Generating Facilities and Surplus Facilities to the original Interconnection Service limit.

4. The surplus Interconnection Request must be submitted to the Transmission Provider by the Interconnection Customer at least one (1) year prior to the Commercial Operation Date of the Generating Facility requesting Surplus Interconnection Service.

5. If a Material Modification study for the Surplus Host Unit is pending at the time the surplus Interconnection Request is submitted, then the surplus Interconnection Study for Surplus Interconnection Service shall not kickoff until the Material Modification study has completed and any approved modifications have been added to Generation Interconnection Agreement.

The Transmission Provider shall commence processing and studying a surplus Interconnection Request that conforms to the requirements of this Section 3.3.1.1(3)(a) of the GIP in accordance with the provision of Section 3.3.1.2 of this GIP provided that no GIA may be tendered for such surplus Interconnection Request prior to the date that the Surplus Host Unit has become subject to an effective Generator Interconnection Agreement.

3.3.1.2 Evaluation Process for Surplus Interconnection Request and the Requirements for the Request to Remain Valid

The following conditions will apply for evaluation of surplus Interconnection Request:

1. Within thirty (30) Calendar Days of the Transmission Provider's receipt of the completed surplus Interconnection Request, Transmission Provider will commence a study of the proposed Surplus Interconnection Service pursuant to Section 3.2.3.2 of this GIP to determine whether such service would result in any material adverse impact to the Transmission System and/or Affected Systems and amounts to a Material Modification. After the commencement of the surplus Interconnection Study for Surplus Interconnection Service, if a Material Modification request on the Surplus Host Unit is submitted, the surplus Interconnection Request will be paused. Once the Material Modification request has been approved, the surplus Interconnection Request will be reevaluated and may require the Interconnection Customer to update the surplus Interconnection Request. The updated surplus Interconnection Request is subject to the surplus Interconnection Request timing requirements. Transmission Provider shall use Reasonable Efforts to complete the study of the surplus Interconnection Request within ninety (90) Calendar Days. If Transmission Provider determines that the surplus Interconnection Request would result in a material adverse impact to the Transmission System and/or Affected Systems, then the surplus Interconnection Request shall proceed through the Definitive Planning Phase as a new Interconnection Request.

2. Within thirty (30) Calendar Days after having received results of the

Transmission Provider's evaluation, Interconnection Customer requesting Surplus Interconnection Service shall inform Transmission Provider of its election to proceed with its surplus Interconnection Request. After receiving the Interconnection Customer's election notice, Transmission Provider will initiate an Interconnection Facilities Study or tender a draft GIA, as appropriate. If the Interconnection Customer fails to provide a notice of its election to proceed within thirty (30) Calendar Days after having received results of the Transmission Provider's evaluation, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

The Interconnection Facilities Study will be performed, if needed, and will be completed within ninety (90) Calendar Days. If an Interconnection Facilities Study is necessary, the Transmission Provider shall tender a draft *pro forma* GIA within the later of thirty (30) Calendar Days after final Interconnection Facilities Study reports are issued or the date that the GIA for the Surplus Host Unit becomes effective. If an Interconnection Facilities Study is not necessary, the Transmission Provider shall tender a draft *pro forma* GIA or an amended GIA that conforms to the currently effective *pro forma* GIA, as applicable by the later of thirty (30) Calendar Days after the Interconnection Customer communicates its election to proceed with Surplus Interconnection Service request, or the date that the GIA for the Surplus Host Unit becomes effective.

Interconnection Customer shall submit an executed Energy Displacement Agreement and Monitoring and Consent Assignment to the Transmission Provider prior to the conclusion of negotiations for the associated GIA, pursuant to Section 11 of this GIP. The executed Monitoring and Consent Agreement shall be in the form of Appendix 11 of the GIP to be effective upon execution of a GIA and must remain in effect during the term of the

GIA.

The executed Energy Displacement Agreement shall be in the form of Appendix 12 of the GIP to be effective upon execution of a GIA and must remain in effect during the term of the GIA. If the Interconnection Customer fails to provide an executed Energy Displacement Agreement and a Monitoring and Consent Agreement to the Transmission Provider prior to the conclusion of negotiations for the associated GIA, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

If at any time prior to execution of the GIA the Energy Displacement Agreement or Monitoring and Consent Agreement required above is no longer in effect, the Interconnection Request for Surplus Interconnection Service shall be deemed to have been withdrawn.

3.3.1.3 Requirements for continuation of Surplus Interconnection Service after retirement or cessation of commercial operation of an Existing Generating Facility

1. In the event that the Interconnection Customer seeks to continue Surplus Interconnection Service following the retirement and permanent cessation of commercial operation of the Existing Generating Facility associated with that Surplus Interconnection Service, Transmission Provider shall permit the Surplus Interconnection Service to continue for a limited period not to exceed one (1) year if the Existing Generating Facility retired and if the following conditions are met:

   (i) Transmission Provider studied the Surplus Interconnection Service Generating Facility for sole operation at that Point of

Interconnection as a part of Interconnection Study for the Surplus Interconnection Service Generating Facility, and such studies confirm that the Surplus Interconnection Service Generating Facility can be solely and reliably operated after the retirement of the Existing Generating Facility; and

(ii) The Existing Generating Facility Interconnection Customer must provide written consent to the continued operation of the Surplus Interconnection Service Generating Facility at either: (a) the limited level of Surplus Interconnection Service that is reflected in the Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement; or (b) at any level below such limit.

3.3.1.4 Additional Requirements for Interconnection Requests Proposing to Share Interconnection Customer Interconnection Facilities

Interconnection Customer may submit an Interconnection Request that proposes to share Interconnection Customer Interconnection Facilities with one or more existing projects or pending Interconnection Requests. Interconnection Requests proposing such an arrangement shall so indicate in their Interconnection Request and attach a consent agreement executed by all Interconnection Customers with projects that propose to connect, or are connected, to the shared Interconnection Customer Interconnection Facilities. After an Interconnection Request has been submitted, an Interconnection Customer may only propose to share Interconnection Customer Interconnection Facilities as part of a Point of Interconnection modification. Such consent agreement shall, in accordance with the Business Practices Manuals, describe the proposed configuration of the projects, the proposed ownership of the Interconnection Customer Interconnection Facilities, the division of rights and responsibilities among the parties with respect

to operations, maintenance, and repair of the Interconnection Customer Interconnection Facilities, and such other information regarding the operation of the Generating Facilities under this arrangement as may be specified in the Generator Interconnection Business Practice Manual. The consent agreement shall indicate the parties' consent to sharing the Interconnection Customer Interconnection Facilities in the manner described in the Interconnection Request(s). Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use as specified in section 7.2.1.1.ii.b.3.

3.3.1.5 Evaluation Process for Interconnection Requests Proposing to Share Interconnection Customer Interconnection Facilities

Interconnection Requests proposing shared Interconnection Customer Interconnection Facilities shall require the consent of the Transmission Provider to proceed, which consent shall not be unreasonably withheld, conditioned, or delayed. The Transmission Provider shall review Interconnection Requests proposing to share Interconnection Customer Interconnection Facilities amongst multiple projects to confirm compliance with the requirements of Section 3.3.1.4 of these Generator Interconnection Procedures, that all Interconnection Customer responsibilities have been appropriately accounted for, and that all parties have consented to the described arrangement. The Transmission Provider shall complete this review and notify the parties whether the Transmission Provider consents to the proposed arrangement no later than five (5) days prior to the start of the Scoping Meeting in which their requests are discussed, or within ten (10) Business Days after receipt if the consent agreement is submitted as part of a Point of Interconnection modification. In the event that the Transmission Provider does not consent, the Transmission Provider shall provide a written statement of the reasons for such decision to each of the parties. Interconnection Requests that do not receive the Transmission Provider's consent for the sharing

of Interconnection Customer Interconnection Facilities may be revised and resubmitted for inclusion in the applicable cycle prior to the start of DPP Phase I. In the event that the consent agreement is submitted as part of a Point of Interconnection modification, the consent for the sharing of Interconnection Customer Interconnection Facilities may be revised and resubmitted within five (5) Business Days of receiving the Transmission Provider's written statement of reasons.

Any Interconnection Customer that has an Interconnection Request pending in the DPP as of August 14, 2019 and that intends to share Interconnection Customer Interconnection Facilities for that Interconnection Request with one or more existing projects or other Interconnection Requests shall satisfy each of the terms of Sections 3.3.1.4 and 3.3.1.5 of these Generator Interconnection Procedures, prior to the start of GIA negotiations for any Interconnection Request that remains pending in the DPP and that will participate in the sharing arrangement.

3.3.2 Acknowledgment of Interconnection Request.

Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the Interconnection Request. Transmission Provider shall tender to Interconnection Customer or MHVDC Connection Customer a copy of the countersigned Interconnection Study Agreement within ten (10) Business Days after the Transmission Provider notifies Interconnection Customer that it has accepted the Interconnection Request as valid pursuant to Section 3.3.3 of this GIP. In addition, within ten (10) Business Days after notifying Interconnection Customer that an Interconnection Request is accepted as valid, Transmission Provider shall submit a summary of the Interconnection Request to Interconnection Customer or MHVDC Connection Customer and likely affected Transmission Owners. All acknowledgments and other communications may be made via e-mail and/or other electronic means.

3.3.3 Review of Interconnection Request and Cure of Deficiencies.

An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer within fifteen (15) Business Days of receipt of the initial Interconnection Request either that the Transmission Provider has accepted the Interconnection Request as valid or has determined that the Interconnection Request does not constitute a valid request due to one or more deficiencies. In the event Transmission Provider determines that the Interconnection Request does not constitute a valid request, Transmission Provider shall also provide an explanation of the reasons for such determination. Interconnection Customer shall have ten (10) Business Days from the date that the Transmission Provider identifies the Interconnection Request as deficient to provide the additional requested information needed to constitute a valid request. In the event Transmission Provider discovers or verifies a deficiency later in the GIP process, Transmission Provider will notify Interconnection Customer or MHVDC Connection Customer as soon as practicable. At any time, if Transmission Provider finds that the technical data provided by Interconnection Customer is incomplete or contains errors, Transmission Provider will issue a deficiency notice to Interconnection Customer and Interconnection Customer and Transmission Provider shall work expeditiously and in good faith to remedy such issues. Interconnection Customer or MHVDC Connection Customer shall provide Transmission Provider the additional requested information needed to constitute a valid request no later than ten (10) Business Days after the request is made. Failure by Interconnection Customer or MHVDC Connection Customer to comply with this Section 3.3.3 will result in the Interconnection Request not being processed until such deficiency is cured. In the event that the deficiency is not cured within the required ten (10) business day period, the Interconnection Request shall immediately be deemed withdrawn as of the date of such deadline without any further cure period and the Non-Refundable Deposit 1 (D1) shall be forfeited. The Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal upon the expiration of the ten

(10) business day period. Any refunds of deposits other than the D1 will be processed in accordance with Section 3.6 of this GIP.

3.3.4 Customer Engagement Window

Immediately after the application deadline for a Group Study, Transmission Provider shall open a eighty-five (85) Calendar Day period (Customer Engagement Window). During the Customer Engagement Window, Transmission Provider, applicable Transmission Owner and Interconnection Customer shall conduct the activities set forth in sections 3.3.5 (Scoping Meeting), 7.1.1 (Screening Analysis Prior to Definitive Planning Phase I), and section 7.2.1.3 (Transmission Provider Review of Site Control Sufficiency). Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within the Group, Transmission Provider may shorten the Customer Engagement Window and begin the Group Study. Within thirty (30) Business Days of the opening of the Customer Engagement Window, Transmission Provider shall post on its OASIS a list of Interconnection Requests for that Group. The list shall identify, for each anonymized Interconnection Request: (1) the requested amount of Interconnection Service; (2) the location by county and state; (3) the station or transmission line or lines where the interconnection will be made; (4) the projected In-Service Date; (5) the type of Interconnection Service requested; and (6) the type of Generating Facility or Facilities to be constructed, including fuel types, such as coal, natural gas, solar, or wind. The Transmission Provider must ensure that project information is anonymized and does not reveal the identity or commercial information of interconnection customers with submitted requests. During the Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the Group Study and a Interconnection Study Agreement to be executed prior to the close of the Customer Engagement Window.

Transmission Provider shall initiate the Group Study described in Section 7 of this GIP 5 Business Days following the close of the Customer Engagement Window.

3.3.5 Scoping Meeting.

During the Customer Engagement Window, the Transmission Provider shall establish a date agreeable to Interconnection Customer and Transmission Owner for a Scoping Meeting, and such date shall be at least five (5) Business Days prior to and no more than forty-five (45) Calendar days prior to the kick-off of the Definitive Planning Phase, unless otherwise mutually agreed upon by Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer. The Transmission Provider, Interconnection Customer, or MHVDC Connection Customer, and Transmission Owner must attend the Scoping Meeting. Transmission Provider shall use Reasonable Efforts to include any other Affected System Operators in the Scoping Meeting.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. For purposes of clustering Interconnection Requests, Transmission Provider or Transmission Owner may propose changes to the requested Point of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Point(s) of Interconnection. The requesting Transmission Provider or Transmission Owner shall notify Interconnection Customers in writing of any intended changes to the requested Point of Interconnection within two (2) Business Days after the conclusion of the Scoping Meeting, and the Point of Interconnection shall only change upon mutual agreement. Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer will bring to the meeting such technical data including, but not limited to, known: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues including voltage and frequency ride-through capabilities for the Generating Facility, (v) general power quality issues including voltage flicker, harmonics, (vi) general reliability issues; and (vii) diagrams and/or layout of applicable

substations as may be reasonably required to accomplish the purpose of the meeting. Transmission Provider and Interconnection Customer or MHVDC Connection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer or MHVDC Connection Customer may modify its Point of Interconnection/Connection. Notwithstanding the foregoing, modifications to the Point of Interconnection are prohibited if the modification causes the project to move from one study region to another once the Transmission Provider has notified Interconnection Customers that its Interconnection Request will be included in a study group pursuant to Section 4.1.1.3 of this GIP. Interconnection Customer or MHVDC Connection Customer will have until the beginning of DPP Phase I submit to Transmission Provider its modified Point of Interconnection/Connection as a result of the Scoping Meeting; if the modified Point of Interconnection includes shared Interconnection Customer Interconnection Facilities, the Interconnection Customer shall submit a consent agreement that meets requirements of Section 3.3.1.4 by the beginning of DPP Phase I. The duration of the meeting shall be sufficient to accomplish its purpose.

3.4 OASIS Posting.

3.4.1 Transmission Provider will maintain on its OASIS or its website a list of all Interconnection Requests. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the substation or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, and when applicable, Definitive Planning Phase Queue Position; (vi) the type of Interconnection Service being requested or whether the Interconnection Request is for Injection Rights; (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed including

technology and fuel type); (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed; (xi) associated Interconnection System Impact Study phase costs by Definitive Planning Phase; and (xii) for a Generating Facility Replacement, the planned date of cessation of operation for the Existing Generating Facility or actual date if the Existing Generating Facility already has ceased commercial operations, the expected Commercial Operation Date of the replacement facility and requested Interconnection Service. Except for projects submitted through the ERAS process as noted in Section 3.9, the list will not disclose the identity of Interconnection Customer or MHVDC Connection Customer until Interconnection Customer or MHVDC Connection Customer executes a GIA or a TCA or requests that Transmission Provider file an unexecuted GIA or TCA with FERC. Transmission Provider shall post to its OASIS site or its website any deviations from the study timelines set forth herein. Interconnection Study reports shall be posted to the Transmission Provider's OASIS site or its website prior to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Generating Facility's In-Service Date.

Transmission Provider will also maintain on its OASIS or its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades and System Protection Facilities. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.4.2 Transmission Provider will maintain on its OASIS or its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. For each calendar quarter, Transmission Providers must calculate and post the information detailed in sections 3.4.2.1 through 3.4.2.6. For the Study Metrics provided

in Sections 3.4.2.2 and 3.4.2.3, if the relevant 10 Business Days includes one or more holidays, then the number of Business Days will be correspondingly extended and the study will not be considered untimely if completed within the extended period.

3.4.2.1 Preliminary System Impact Studies in Definitive Planning Phase I Processing Time.

(A) Number of Interconnection Requests that had Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study, as per the timelines listed in 7.3.1 of the Generator Interconnection Procedures ("GIP") after the periodic, scheduled start of the Definitive Planning Phase I, which shall commence in conformity with Section 3.3.1 of the GIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Preliminary System Impact Studies in Definitive Planning Phase I exceeding the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study report as per the timelines listed in 7.3.1 of the GIP, after the periodic, scheduled start of the Definitive Planning Phase I,

(D) Mean time (in Calendar Days), for Preliminary System Impact Studies in Definitive Planning Phase I completed within Transmission Provider's coordinated region during the reporting quarter, from the periodic, scheduled start of the Definitive Planning Phase I, to the date when Transmission Provider provided the completed Preliminary System Impact

Study report to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Preliminary System Impact Studies in Definitive Planning Phase I exceeding the sum of 10 Business Days for Model Review and 65 Calendar Days for the Preliminary System Impact Study report to complete this reporting quarter, calculated as the sum of 3.4.2.1(B) plus 3.4.2.1(C) divided by the sum of 3.4.2.1(A) plus 3.4.2.1(C)).

3.4.2.2 Revised System Impact Studies in Definitive Planning Phase II Processing Time.

(A) Number of Interconnection Requests that had Revised System Impact Study reports in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Revised System Impact Studies in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 6 Business Days for Model Review and 75 Calendar Days for the Revised System Impact Study report after the date the Interconnection Customer Decision Point I window expired, as per the timelines listed in Section 7.3.2 of the GIP,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Revised System Impact Studies in Definitive Planning Phase II exceeding the sum of 6 Business Days for Model Review and75 Calendar Days for the Revised System Impact Study report, as per the timelines listed in 7.3.2 of the GIP, after the Interconnection Customer Decision Point I window expired,

(D) Mean time (in Calendar Days), for Revised System Impact Studies in Definitive Planning Phase II completed within Transmission Provider's coordinated region during the reporting quarter, from the day after the

Interconnection Customer Decision Point I window expired to the date when Transmission Provider provided the completed Revised System Impact Study report to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Revised System Impact Study reports in Definitive Planning Phase II exceeding the sum of 6 Business Days for Model Review and 75 Calendar Days for the Revised System Impact Study, to complete this reporting quarter, calculated as the sum of 3.4.2.2(B) plus 3.4.2.2(C) divided by the sum of 3.4.2.2(A) plus 3.4.2.2(C)).

3.4.2.3 Final System Impact Studies in Definitive Planning Phase III Processing Time.

(A) Number of Interconnection Requests that had Final System Impact Study reports in Definitive Planning Phase III completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Final System Impact Study reports in Definitive Planning Phase III completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than the sum of 6 Business Days for Model Review and 50 Calendar Days as per the timelines listed in 7.3.3 of the GIP, after the Interconnection Customer Decision Point II window expired,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Final System Impact Study reports in Definitive Planning Phase III exceeding the sum of 6 Business Days for Model Review and 50 Calendar Days, as per the timelines listed in 7.3.3 of the GIP, after the Interconnection Customer Decision Point II window expired,

(D) Mean time (in Calendar Days), for Final System Impact Studies in Definitive Planning Phase III completed within Transmission Provider's

coordinated region during the reporting quarter, from the day after the Interconnection Customer Decision Point II window expired to the date when Transmission Provider provided the completed Final System Impact Study to the Interconnection Customer,

(E) Percentage of Interconnection Requests with Final System Impact Study reports in Definitive Planning Phase III exceeding the sum of 6 Business Days for Model Review and 50 Calendar Days to complete this reporting quarter, calculated as the sum of 3.4.2.3(B) plus 3.4.2.3(C) divided by the sum of 3.4.2.3(A) plus 3.4.2.3(C)).

3.4.2.4 Interconnection Facilities Studies Processing Time.

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

(B) Number of Interconnection Requests that had Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than 90 Calendar Days after the Interconnection Customer Decision Point I window expired,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities where such Interconnection Requests had exceeded more than 90 Calendar Days,

(D) Mean time (in Calendar Days), for Interconnection Facilities Studies for Interconnection Facilities or Connection Facilities completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the day after the Interconnection Customer Decision Point

I window expired to the date when Transmission Provider provided the completed Interconnection Facilities Study report for Interconnection Facilities or Connection Facilities to the Interconnection Customer,

(E) Percentage of Interconnection Requests with delayed Interconnection Facilities Study report for Interconnection Facilities or Connection Facilities this reporting quarter, calculated as the sum of 3.4.2.4(B) plus 3.4.2.4(C) divided by the sum of 3.4.2.4(A) plus 3.4.2.4(C)).

3.4.2.5 Interconnection Facilities Studies for Network Upgrades Processing Time.

(A) Number of Interconnection Requests that had Interconnection Facilities Study reports for Network Upgrades that are completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection Facilities Study reports for Network Upgrades that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than 90 Calendar Days after completion of the Definitive Planning Phase III Final System Impact Study,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Facilities Study reports for Network Upgrades where such Interconnection Requests had exceeded more than 90 Calendar Days,

(D) Mean time (in Calendar Days), for Interconnection Facilities Studies for Network Upgrades completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the day after completion of the Definitive Planning Phase III Final System Impact Study to the date when Transmission Provider provided the completed Interconnection Facilities Study report for Network Upgrades to the Interconnection Customer,

(E) Percentage of Interconnection Requests with delayed Interconnection Facilities Studies for Network Upgrades this reporting quarter, calculated as the sum of 3.4.2.5(B) plus 3.4.2.5(C) divided by the sum of 3.4.2.5(A) plus 3.4.2.5(C).

3.4.2.6 Interconnection Requests Withdrawn from Interconnection Queue.

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

(B) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before the start of the Definitive Planning Phase I, pursuant to Section 3.3.1 of the GIP,

(C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter from start of the Definitive Planning Phase I, pursuant to Section 3.3.1 of the GIP, to at or before the Interconnection Customer Decision Point I window expired,

(D) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the Interconnection Customer Decision Point I window expired to at or before the Interconnection Customer Decision Point II window expired,

(E) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the Interconnection Customer Decision Point II window expired to before execution of a Generator Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement

(F) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue after execution of a Generator

Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement,

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

3.4.3 Transmission Provider is required to post on OASIS or its website the measures in paragraph 3.4.2.1(A) through paragraph 3.4.2.6(G) for each calendar quarter within 30 Calendar Days of the end of the calendar quarter. Transmission Provider will keep the quarterly measures posted on OASIS or its website for three calendar years with the first required report to be in the first quarter of 2020. If Transmission Provider retains this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.4.4 In the event that any of the values calculated in paragraphs 3.4.2.1(E), 3.4.2.2(E), 3.4.2.3(E), 3.4.2.4(E), or 3.4.2.5(E) exceeds 25 percent for two consecutive calendar quarters, Transmission Provider will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this information until Transmission Provider reports four consecutive calendar quarters without the values calculated in 3.4.2.1(E), 3.4.2.2(E), 3.4.2.3(E), 3.4.2.4(E), or 3.4.2.5(E)) exceeding 25 percent for two consecutive calendar quarters:

(i) Transmission Provider must submit a report to the Commission describing the reason for each Group Study, individual Interconnection Facilities Study, or Restudy pursuant to one or more Interconnection Request(s) that exceeded its deadline completion of each phase as specified in Sections 7.3.1, 7.3.2 and 7.3.3 of this GIP, and Section 7.5 of this GIP for restudies. Transmission Provider must describe the reasons for each study delay and any steps taken to remedy these specific issues and, if applicable, prevent such delays in the future. The report

must be filed at the Commission within 45 Calendar Days of the end of the calendar quarter.

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

3.5 Coordination with Affected Systems.

Except as modified by Sections 3.5.1 through 3.5.3 of these GIP, Interconnection Customer or MHVDC Connection Customer, Transmission Provider, Transmission Owner and Affected System Operator shall each coordinate and cooperate on studies required to determine the impact of the Interconnection Request on Affected Systems. Transmission Provider will include such Affected System Operators, whose representatives either abide by FERC's Standards of Conduct pursuant to 18 C.F.R Parts 37 and 358 or have executed a non-disclosure agreement with Transmission Provider, in all meetings held with Interconnection Customer as required by the GIP. If the Affected System is not under the functional control of Transmission Provider, the Affected System Operator's procedures shall be applicable. Interconnection Customer or MHVDC Connection Customer will be separately responsible to adhere to the Affected Systems Operator's procedures and costs related to studies and modifications to the Affected System.

Interconnection Customer or MHVDC Connection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Transmission Provider may limit Interconnection Service or Injection Rights for an Interconnection Request until needed reliability upgrades on an Affected System(s) are complete under separate agreements.

Each Interconnection Customer or MHVDC Connection Customer shall provide notice to Transmission Owner and Transmission Provider that the facilities built under such agreements are in service.

3.5.1 Additional Requirements for Interconnection Requests Subject to JTIQ.

Transmission Provider shall use the rules and procedures contained in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA) to apply to Interconnection Customers and Interconnection Requests that have been designated for inclusion in a JTIQ Participation Group or a JTIQ Commitment Group. Interconnection Customers included in a JTIQ Screening Group, JTIQ Participation Group or a JTIQ Commitment Group shall be responsible for adhering to all applicable requirements set forth Section 9.4.2 of the Rate Schedule 6 (MISO-SPP JOA), these Generator Interconnection Procedures, the GIA, and applicable JTIQ Service Agreements.

3.5.1.1: Inclusion in a JTIQ Screening Group, JTIQ Participation Group, and JTIQ Commitment Group.

(1) Interconnection Requests shall be included in the JTIQ Screening Group if they are submitted into a DPP study group or an ERAS that: (1) has a study commencement or kick off date that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I studies or an ERAS as of the date that the Transmission Provider and SPP have declared the JTIQ Portfolio fully subscribed.

(2) Interconnection Requests shall be included in a JTIQ Participation Group if

they meet the following criteria:

(a) the Interconnection Request is determined to have an impact greater than five percent (5%) distribution factor (OTDF or PTDF[1]) on one or more facilities of SPP's transmission system modelled with all transmission facilities rated 100 kV and above; and

(b) the Interconnection Request is determined to have greater than 1.00 MW (positive) impact on at least one JTIQ Upgrade included in the JTIQ Portfolio.

Any new Interconnection Request for an Existing Generating Facility that is seeking to convert to or increase the level of NRIS service will only be included in the JTIQ Participation Group to the extent of any additional ERIS service requested.

(3) Interconnection Customers shall enter a JTIQ Commitment Group upon obtaining an effective GIA and JTIQ Commitment Agreement that obligate such Interconnection Customer to pay, and provide security for, JTIQ Generator Charges. Placement into the applicable JTIQ Commitment Group shall be governed by the terms of the Commitment Agreement and Section 2 of Attachment JJJ to the Tariff.

3.5.2. Application of Affected Systems Coordination Procedures to Interconnection Requests Included in an Expedited Resource

[1] Power Transfer Distribution Factor (PTDF) - The percentage of power transfer flowing through a facility or a set of facilities for a particular transfer when there are no contingencies. Outage Transfer Distribution Factor (OTDF) - The percentage of a power transfer that flows through the monitored facility for a particular transfer when the contingency facility is switched out of service.

Addition Study

The Transmission Provider shall apply to ERAS Interconnection Requests, and the ERAS Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of an ERAS Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable ERAS study for such project; (2) The Transmission Provider will provide any affected systems analysis received from the affected system to the ERAS Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the EGIA is tendered, such EGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the affected system within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit ERAS Interconnection Requests to the applicable affected system individually and request that such affected system study the impacts of ERAS Interconnection Requests on a serial basis; and (5) For those affected systems where MISO and the affected system utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue priority date for ERAS projects as of the date MISO commences the ERAS System Impact Study unless the controlling agreement between MISO and the affected system expressly provide an alternate queue priority date for ERAS projects. Interconnection requests with an earlier queue priority date as determined in accordance with this Section 9.4.3(a) will have a higher

relative queue priority than those with a later queue priority date.

3.5.3. Application of Affected Systems Coordination Procedures to Interconnection Requests Seeking ZG Interconnection Service

The Transmission Provider shall apply to ZG Interconnection Requests, and the ZG Interconnection Customer shall adhere to, the same coordination procedures and same screening criteria applicable to Interconnection Requests included in a DPP Study Group with the following exceptions: (1) The Transmission Provider will submit all information necessary to enable an Affected System to study the impacts of a ZG Interconnection Request not later than ten (10) Calendar Days prior to the kickoff of the applicable ZG Impact Assessment for such project; (2) The Transmission Provider will provide any affected systems analysis received from the affected system to the ZG Interconnection Customer promptly upon receipt; (3) In the event that affected systems studies and cost information are not available at the time the ZGIA is tendered, such ZGIA shall include an obligation to execute any agreements for the study, construction, or funding of Network Upgrades identified by the affected system within fifteen (15) Calendar Days after such agreement is tendered for execution to the Interconnection Customer; (4) The Transmission Provider shall submit ZG Interconnection Requests to the applicable affected system individually and request that such affected system study the impacts of ZG Interconnection Requests on a serial basis; and (5) For those affected systems where MISO and the affected system utilize a specified point in MISO's multi-phase process such as a Decision Point or phase kickoff date to establish the queue priority date of MISO Interconnection Requests, MISO shall assert a queue priority date for Interconnection Requests seeking ZG Interconnection Service as of the date MISO commences the ZG Study unless the controlling agreement between MISO and the affected system expressly provide an alternate queue priority date for ZG projects.

Interconnection requests with an earlier queue priority date as determined in accordance with this Section 3.5.3 will have a higher relative queue priority than those with a later queue priority date.

3.6 Withdrawal.

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

In the event that an MHVDC Transmission Connection Request is withdrawn or deemed withdrawn in accordance with the terms of Attachment GGG to the Tariff, then all Interconnection Requests associated with that MHVDC Transmission Connection Request will also be deemed withdrawn.

Withdrawal prior to or during Interconnection Customer Decision Point I shall result in the loss of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase Queue Position. Withdrawal after Interconnection Customer Decision Point I, but prior to or during Interconnection Customer Decision Point II shall result in the loss of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase Queue Position and forfeiture of the Definitive Planning Phase entry milestone (M2) payment. Withdrawal after Interconnection Customer Decision Point II shall result in the loss of Interconnection Customer's or MHVDC Connection

Customer's Definitive Planning Phase Queue Position and forfeiture of the M2, M3 and M4 milestone payments, except as otherwise provided in Section 7.6.2 and 7.8.

If an Interconnection Customer or MHVDC Connection Customer disputes the withdrawal and loss of its applicable queue position, then during Dispute Resolution, the Interconnection Customer's or MHVDC Connection Customer's Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its applicable queue position.

An Interconnection Customer or MHVDC Connection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently (i) incurs prior to the Transmission Provider's receipt of notice described above and (ii) will incur as a result of the withdrawal. Interconnection Customer or MHVDC Connection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data or results.

Transmission Provider shall (i) update the OASIS list of Interconnection Requests and (ii) refund to Interconnection Customer or MHVDC Connection Customer any portion of the Interconnection Customer's or MHVDC Connection Customer's study deposit that exceeds the costs that Transmission Provider has incurred or will incur as a result of the withdrawal as described in Section 13.3, including interest earned on the Interconnection Customer's or MHVDC Connection Customer's study deposit and Definitive Planning Phase entry milestone payment while held in Transmission Provider's interest-bearing, money market account, or if such account does not exist, then the interest calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii). In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall provide, at Interconnection Customer's or MHVDC Connection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

3.7 Additional requirements for Generating Facility Replacement Requests.

3.7.1 Requirements for Replacement Generating Facility Requests.

i) Except as provided in Section 3.7.1(i)(a) of this Attachment X, any Replacement Generating Facility must connect to the Transmission System at the same electrical Point of Interconnection (i.e. same voltage level at the interconnecting substation) as the Existing Generating Facility.

a. An Interconnection Customer shall perform, and Transmission Provider shall validate an evaluation study utilizing the latest available DPP phase model to ensure the Replacement Generating Facility connecting to a different Point of Interconnection will: (1) connect to the same voltage level unless the same voltage level is not available by the COD; (2) not cause new constraints, as demonstrated by a contingency analysis performed in accordance with BPM-015; (3) and change the Power Transfer Distribution Factor less than 5% on any branch unless it is a zero impedance element or a line on the shortest path without queued Interconnection Requests from the existing Point of Interconnection to the new Point of Interconnection.

ii) The request for Generating Facility Replacement must be submitted to the Transmission Provider by the Interconnection Customer for its Existing Generating Facility at least one (1) year prior to the date that the Existing Generating Facility will cease operation unless the Existing Generating Facility is in suspension or approved for suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage, and at least one (1) year prior to the Commercial Operation Date for the Replacement Generating Facility. An Interconnection Customer utilizing an extension to the Commercial Operation Date or In-Service Date as set forth in Section 4.4.4 of the GIP must submit the request for Generating Facility Replacement at least one (1) year prior to the extended Commercial Operation

Date. A unit with a surplus GIA may propose to replace its host Existing Generating Facility should the Surplus Host Unit retire and does not submit a timely replacement request. The unit with a surplus GIA shall submit its replacement request one (1) year prior to the proposed Commercial Operation Date of the Replacement Generating Facility. For the Existing Generating Facility approved for suspension or in forced outage, the request for Generating Facility Replacement must be submitted prior to 25th cumulative month of suspension or forced outage within 5 years period. The request shall include the planned or actual date of cessation of operation for the Existing Generating Facility and the expected Commercial Operation Date for the Replacement Generating Facility. The expected Commercial Operation Date of the Replacement Generating Facility must be at least one (1) Calendar Day after the date the Existing Generating Facility ceases operations.

iii) The Interconnection Customer shall request only ER Interconnection Service for the Replacement Generating Facility if the Existing Generating Facility has only ER Interconnection Service. The request for NR Interconnection Service for the Replacement Generating Facility, when the Existing Generating Facility has only ER Interconnection Service, shall be submitted as a separate Interconnection Request and shall proceed through the Definitive Planning Phase cycle in the same manner as an Interconnection Request for a new Generating Facility. The Interconnection Customer may request either ER Interconnection Service or NR Interconnection Service for the Replacement Generating Facility if the Existing Generating Facility has NR Interconnection Service. Requests for ER or NR Interconnection Service that exceed the amount of Interconnection Service for the Existing Generating Facility shall be processed as a new Interconnection Request for the amount of such excess pursuant to Section 3.7.1.iv of this Attachment X to the Tariff.

iv) If the Replacement Generating Facility requires Interconnection Service (MW) in

excess of that of the Existing Generating Facility that is being replaced, Interconnection Customer shall initiate a separate request for Interconnection Service in an amount (MW) equal to the excess. Such Interconnection Request shall be assigned a new Queue Position, and proceed through the Definitive Planning Phase cycle in the same manner as an Interconnection Request for a new Generating Facility.

v) If the request for Generating Facility Replacement requests less Interconnection Service (MW) than that of the Existing Generating Facility that is being replaced, the owner shall be required to submit an Attachment Y Notice for the amount (MW) of such decrease in generating capacity to the Transmission Provider prior to the execution of the GIA of the Replacement Generating Facility or the election by the Interconnection Customer to proceed unexecuted. If the Interconnection Customer indicates in its Interconnection Request that the Reliability Assessment Study shall include analysis of a retirement scenario, the timing of the associated Attachment Y will supersede the requirements of Section 38.2.7 of the Tariff, as the Reliability Assessment Study completed as part of generator replacement process will determine the system impacts for the loss of the generation.

vi) Except as provided in Section 3.7.1(vi)(a) of this Attachment X, no request for Generating Facility Replacement may be made until twelve (12) months have elapsed from: (1) the date of any assignment of the Generator Interconnection Agreement applicable to the Existing Generating Facility, or (2) the date of sale or other transfer of such Existing Generating Facility. When an Existing Generating Facility is owned by more than one party and such coownership has existed for at least twelve (12) months prior to the date that the request for Generating Facility Replacement has been made, the restrictions described in this paragraph on transfers shall not preclude such co-owners from determining their respective ownership percentages in the Replacement Generating Facility, provided that the ownership interests in the Replacement Generating Facility is disclosed in the

request of the Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement for Generating Facility Replacement. Upon submission of a request for Generating Facility Replacement, the Interconnection Customer shall not sell or otherwise transfer the Existing Generating Facility, the Replacement Generating Facility, nor assign the applicable Generator Interconnection Agreement except as provided in Section 3.7.1(vi)(a) of this Attachment X until such time as the Transmission Provider completes evaluation of the request for Generating Facility replacement unless the Interconnection Customer first withdraws such request for Generating Facility Replacement in writing. In the event that the Transmission Provider notifies Interconnection Customer that the request for Generating Facility Replacement has been granted, the prohibition on sales, transfers, or assignments not authorized by this Attachment X shall be extended in accordance with Section 3.7.5 of this Attachment X. For purposes of this Section 3.7.1 (vi), prohibited assignments include assignments to affiliates pursuant to Article 19.1 of the *pro forma* Generator Interconnection Agreement or any analogous provision in the applicable GIA.

a. An Interconnection Customer may: (1) sell or otherwise transfer its Existing Generating Facility, (2) assign its Generator Interconnection Agreement; or (3) sell or otherwise transfer a Replacement Generating Facility to an entity or entities meeting the requirements of Section 3.7.1(vi)(a)(1) below without violating this Section 3.7.1(vi) if all of the following conditions are satisfied prior to such sale, assignment or transfer becoming effective:
    1. The Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement demonstrates to the Transmission Provider that it both:
        i. Holds, directly or indirectly, not less than a 25% ownership interest in each entity receiving the

applicable assignment or transfer as demonstrated through documentation of: (1) shares or a partnership interests in the transferee/assignee; (2) a right to receive at least 25% of net proceeds from the sale of the transferred or assigned generating facility; or (3) another form of interest in the transferee/assignee that is recognized by the Commission as equivalent to an ownership interest;

ii. Has the documented right to direct the performance of such entity with respect to any obligation under MISO's Tariff and Generator Interconnection Agreement applicable to the transferred Generating Facility; and

2. The Interconnection Customer that owns or controls the Existing Generating Facility pursuant to an existing Generator Interconnection Agreement and the entity that received the assignment or transfer commit in documentation to be supplied to the Transmission Provider prior to the effective date of any sale, assignment or transfer: (i) that the Interconnection Customer shall retain the ownership and control required by Section 3.7.1(vi)(a)(1) of this Attachment X until the Replacement Generating Facility achieves commercial operation in accordance with Section 3.7.5 of this Attachment X, unless the request for Generating Facility Replacement is denied or withdrawn; (ii) that the entity receiving the assignment or transfer under this section 3.7.1(vi) of this Attachment X agrees not to further sell, transfer or assign its interests in the Existing Generating Facility, Replacement Generating Facility, or Generator Interconnection Agreement except in accordance with this Attachment X; and (iii) to provide the Transmission Provider upon request with

documentation demonstrating continued compliance with the requirements of Section 3.7.1(vi) of this Attachment X at any time prior to the date that the applicable Replacement Generating Facility achieves commercial operation; and

3. The Interconnection Customer receives the consent of the Transmission Provider, which consent shall be granted upon the Transmission Provider determining that the proposed transfer(s) or assignment(s) comply with the requirements of Section 3.7.1(vi)(a) of these Generator Interconnection Procedures.

A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable GIA that violates this Section 3.7.1 (vi) or Section 3.7.1(vi)(a) of Attachment X shall void the request for Generating Facility Replacement.

3.7.1.1 Requirements for modification of Replacement Generating Facility Requests. The request to modify the Replacement Generating Facility shall be submitted any time prior to the commencement of the evaluation process for Generating Facility Replacement requests.

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

2) If the revised planned date of cessation of operation for the Existing Generating Facility is after the planned date of cessation of operation specified in original request, a notification for Replacement Generating Facility must be submitted to the MISO Resource Utilization team (resourceretirement@misoenergy.org) at least

thirty (30) Calendar Days prior to the original date that the Existing Generating Facility is planned to cease operation. The revised planned date of cessation must be at least one (1) Calendar Day before the Commercial Operation Date of the Replacement Generating Facility, including any extension provided and utilized under Section 4.4.4 of the GIP.

3) If the revised expected Commercial Operation Date for the Replacement Generating Facility is after the expected Commercial Operation Date for the Replacement Generating Facility in the original request, a new request for Replacement Generating Facility must be submitted at least one (1) year prior to the date that the Existing Generating Facility is planned to cease operation, unless the Existing Generating Facility is in suspension pursuant to Section 38.2.7 of the Tariff or in Forced Outage.

3.7.2 Evaluation Process for Generating Facility Replacement Requests.

The Transmission Provider will evaluate Generating Facility Replacement requests in the order in which they are submitted. The evaluation will consist of two studies: i) a Replacement Impact Study as set forth in Section 3.7.2.1 of the GIP, and ii) a Reliability Assessment Study as set forth in Section 3.7.2.2 of the GIP.

Transmission Provider shall use Reasonable Efforts to complete the Replacement Impact Study and Reliability Assessment Study and share results with the Interconnection Customer within one hundred eighty (180) Calendar Days of the request.

3.7.2.1 Generating Facility Replacement—Replacement Impact Study.

The Replacement Impact Study will include analyses to determine if the Replacement Generating Facility has a material adverse impact on the Transmission System when compared to Existing Generating Facility. The Replacement Impact Study may include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses, as necessary, to ensure that required reliability conditions are studied. If the

Replacement Impact Study identifies any materially adverse impact from operating the Replacement Generating Facility when compared to the Existing Generating Facility, such impacts shall be deemed a Qualified Change, and in order to move forward, the Interconnection Customer must submit all information and milestone payments necessary for a valid Interconnection Request for a new Generating Facility pursuant to Section 3.3 of this GIP, be assigned queue priority as of the date such information and milestones are provided, and proceed through the Definitive Planning Phase cycle as an Interconnection Request for a new Generating Facility. In such event, the Interconnection Customer shall be subject to the timing and requirements of Section 38.2.7 of the Tariff for any retirement of the Existing Generating Facility.

3.7.2.2 Generating Facility Replacement—Reliability Assessment Study

The Reliability Assessment Study for the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date including any extension provided under Section 4.4.4 of the GIP of the Replacement Generating Facility shall evaluate the performance of the Transmission System to determine if thermal and/or voltage violations of applicable the Electric Reliability Organization Standards and Transmission Owner planning criteria are caused by removing the Existing Generating Facility from service prior to the Commercial Operation Date of the Replacement Generating Facility. This study shall compare the conditions on the Transmission System that would exist if the Existing Generating Facility is taken offline to the conditions on the Transmission System as they exist when the Existing Generating Facility is online. The scope of Reliability Assessment Study may include stability analysis as necessary. The Existing Generating Facility shall be responsible for mitigating any reliability violation identified in the Reliability Assessment Study and may not cease operations until all mitigations are implemented or are in service. Mitigation for this interim period may, as applicable, include: (i) redispatch/reconfiguration through operator instruction; and (ii) remedial action scheme or any other operating steps depending upon the type of reliability violation identified.

The Interconnection Customer may request in its Interconnection Request that the Reliability Assessment Study include an analysis equivalent to an Attachment Y study, as defined in Section 38.2.7 of the Tariff. The Transmission Provider shall include such analysis in the Reliability Assessment Study when requested. After completion of the Reliability Assessment Study with all reliability violations mitigated for the Existing Generating Facility, the Interconnection Customer may choose to submit an Attachment Y request to obtain suspension approval based on Reliability Assessment Study results before the GIA for the Replacement Generating Facility is executed or the Interconnection Customer elects to proceed unexecuted or sixty (60) days after the request for Generating Facility Replacement request is withdrawn.

3.7.3 Generating Facility Replacement - Notice to Proceed

Interconnection Customer requesting Generating Facility Replacement shall inform Transmission Provider within thirty (30) Calendar Days after having received results of the Replacement Impact Study and Reliability Assessment Study of its election to proceed and Transmission Provider will initiate an Interconnection Facilities Study or tender a draft GIA. Interconnection Customer that fails to provide an election to proceed within thirty (30) Calendar Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

3.7.4 Scope of Interconnection Facilities Study

Interconnection Facilities Study focusing on the Interconnection Facilities for the Replacement Generating Facility will start, if the Transmission Provider determines such a study is necessary, upon Interconnection Customer’s notice to proceed to the Transmission Provider after completion of the Replacement Impact Study and the Reliability Assessment Study. This Interconnection Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days.

3.7.5 GIA for Generating Facility Replacement.

Transmission Provider shall tender a draft *pro forma* GIA or GIAs or, if deemed appropriate, an amended GIA or GIAs that conforms to the *pro forma* GIA in effect at the time, within thirty (30) Calendar Days after the Interconnection Customer communicates its election to proceed with Generator Replacement if an Interconnection Facilities Study is not required or within thirty (30) Calendar Days after final Facility Study reports are provided to the Interconnection Customer. An Interconnection Customer that transferred or assigned a Replacement Generating Facility to one or more entities consistent with the requirements of 3.7.1(vi)(a) may elect for each such entity to receive a separate GIA for its Replacement Generating Facility. The draft *pro forma* GIA shall include updated appendices describing the timing of Generating Facility Replacement and a condition that the GIA or GIAs cannot be assigned and the Replacement Generating Facility cannot be transferred to any other Party, including an affiliate of the Interconnection Customer other than as allowed by Section 3.7.1(vi)(a) of this Attachment X, until such date as the applicable Replacement Generating Facility achieves commercial operation. A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable GIA that violates this Section 3.7.5 shall be void and constitute a material breach of the GIA.

If the MW of a Generating Facility Replacement request is less than the MW of the Existing Generating Facility that is being replaced, the Interconnection Customer cannot make any additional Generating Facility Replacement requests after the first GIA for the Generating Facility Replacement is executed or the Interconnection Customer elects to proceed unexecuted.

3.8 Identification of Contingent Facilities.

MISO identifies Contingent Facilities using the following three methods:

i. Review all transmission facilities included in Interconnection System Impact Studies performed for an Interconnection Request that are: (1) listed in Appendix

A of the Transmission Provider's Transmission Expansion Plan (MTEP) that are not yet in service, unless the Transmission Provider determines through the exercise of engineering judgment and after consultation with the applicable Transmission Owner(s), that such project does not address an existing overload and will not impact the injection of the Interconnection Request, such as age related line renewal projects that are not Baseline Reliability Project; or (2) identified as Network Upgrades through the System Impact Studies for higher queued Interconnection Requests that are not yet in service. Contingent Facilities shall be identified from this list as those facilities that meet the following criteria:

a. Power Transfer Distribution Factor or Outage Transfer Distribution Factor ≥ 5% and;

b. MW impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 5 MW, and;

c. MW impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 1% of the Facility Rating.

ii. All Network Upgrades identified in the Final System Impact Study for a given Interconnection Request pursuant to Section 7.3.3.3 of this GIP.

iii. Coordination with applicable Affected System parties to determine what Contingent Facilities have been identified through Affected System studies based on their respective criteria.

The Contingent Facilities identified for a given Interconnection Request are the total of all facilities identified through each of the foregoing three methods as well as all JTIQ Upgrades included in a JTIQ Portfolio that meet one of these foregoing methods, for which the Interconnection Customer has been designated for inclusion in the JTIQ Participation Group. Transmission Provider shall provide an initial list of Contingent Facilities at the start of the Interconnection Customer Decision Point II, which list shall include facilities identified in the Revised System Impact Study performed pursuant to

Section 7.3.2.3, and the final list of Contingent Facilities shall be documented in Appendix A of the Generator Interconnection Agreement for such Interconnection Request. The estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time of each identified Contingent Facility shall be provided in Appendix A of the Generator Interconnection Agreement for such Interconnection Request when this information is readily available and not commercially sensitive.

3.9 Expedited Resource Addition Study.

3.9.1 Requirements for Expedited Resource Addition Study.

A request for processing through the Expedited Resource Addition Study made by an Interconnection Customer must meet the requirements listed in Section 3.3.1 above, plus the following requirements:

1. The Interconnection Request shall be accompanied by a written verification from the RERRA (or its documented representative) where the load to be served by the Generating Facility is located, subject to the procedures or methods the RERRA requires, that either:

    i. the new, incremental load addition claimed by the Interconnection Customer is valid and not otherwise included in a resource plan or other process under the RERRA's purview.

        a. The RERRA (or its documented representative) may provide such written verification in conjunction with another state or municipal agency or official (e.g. economic development authority or governor's office) to verify the new, incremental load addition above.

    or

ii. the Generating Facility proposed by the Interconnection Customer will address a resource adequacy deficiency as determined by the RERRA, State, Load Serving Entity, or Interconnection Customer. The determination can be supported by:

a. A state energy forecast, or other forward-looking forecast;
b. Commencement of a state proceeding;
c. Review of a RERRA, LSE, or other state resource plan or document, which may include, but is not limited to: integrated resource plans, procurement plans, or other plan or study types;
d. Response to a Request for Proposals (RFP); or
e. Other process, or delegation of authority, as determined by the RERRA or RERRA regulations (including in retail choice states).

or

iii. If an Interconnection Customer's new Generating Facility will address a resource adequacy deficiency and will either:

(1) serve retail choice load located in a state that limits the amount of load that can select retail choice to a percentage of the electric utility's average weather-adjusted retail sales;

or

(2) serve load in a retail choice state and will be located in a retail choice state other than one that limits the amount of load that can select retail choice to a percentage of the electric utility's average weather adjusted retail sales,

then the Interconnection Customer will indicate the specific load on the Interconnection Request in Section 4.s of Appendix 1 and provide the evidence of determination in (ii) above, but will not be required to include

a written verification from a RERRA as described in section 3.9.1(i) or (ii). The Transmission Provider shall notify the respective RERRA that an Interconnection Request for a new Generating Facility has been submitted requesting processing through the Expedited Resource Addition Study process and transmit a copy of the Interconnection Request to the respective RERRA. The RERRA shall have 10 Business Days from the date of the Transmission Provider's notification and the simultaneous transmittal of the copy of the Interconnection Request to notify the Transmission Provider that the Interconnection Request should not be considered in the ERAS process. If no such notice is received at the end of 10 Business Days or if the RERRA notifies the Transmission Provider of its non-opposition prior to the end of the 10 Business Days, the Interconnection Request shall be studied through the Expedited Resource Addition Study process provided it meets the requirements listed in Section 3.3.1 and Section 3.9.2.

A RERRA's written verification is not intended to constitute or provide evidence of any final determination of need or suitability of the project for any purpose by the issuing entity beyond requesting that the Transmission Provider apply the ERAS process for such project.

and

2. An executed agreement evidencing that the projects submitted for ERAS processing is intended to be used by the entity with the claimed resource adequacy and/or reliability need. Such agreement shall take one of the following forms:
   a. A Load Serving Entity acknowledgement to self-supply;
   b. A Power Purchase Agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the project for

ERAS consideration and the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);

c. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity); or

d. Other agreement between the entity submitting the Interconnection Request, including the RERRA verification letter as appropriate, and the entity with the load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity), stating that the ERAS project will be used to meet an identified resource adequacy deficiency.

No changes shall be made to the ERAS Interconnection Request after submission.

3.9.2 Evaluation Process for Expedited Resource Addition Study.

The Transmission Provider will evaluate Expedited Resource Addition Study requests in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum number of the ERAS Interconnection Requests studied in the ERAS process to no more than 68 projects total until the sunset date noted in Section 3.9.9. The Transmission Provider has carved out a maximum of 8 Interconnection Requests of the total 68 Interconnection Requests that may be submitted in accordance with 3.9.1.1(iii) to serve retail choice load and 10 Interconnection Requests of the total 68 Interconnection Requests that may be submitted by Independent Power Producers (IPPs) with agreements with entities other than Load Serving Entities to ERAS

until the sunset date noted in Section 3.9.9. The remaining 50 Interconnection Requests of the total 68 Interconnection Requests may be submitted by IPPs or Load Serving Entities (LSEs) to serve non-retail choice load.

Interconnection Requests submitted by IPPs with agreements with entities other than LSEs to ERAS will be counted first towards the 10 Interconnection Requests cap of the total 68 Interconnection Requests before the 50 Interconnection Requests to serve non-retail choice load. After the 10 Interconnection Requests submitted by IPPs with agreements with entities other than LSEs are accepted by the Transmission Provider, any subsequent Interconnection Request submitted by IPPs will count toward the remaining 50 Interconnection Requests to serve non-retail choice load.

The Transmission Provider will limit the maximum size of each ERAS Quarterly Study Period to no more than 15 Interconnection Requests. If more than 15 Interconnection Requests are submitted for one ERAS Quarterly Study Period, those surpassing the limit will be studied in a subsequent ERAS study cycle in the order in which they were submitted. If an ERAS Interconnection Request is within a similar geographical area or impacts the same constraint as another ERAS Interconnection Request within the same ERAS Quarterly Study Period, as defined in the Generator Interconnection Business Process Manuals, then the later submitted request(s) will be studied in a subsequent ERAS study cycle.

An Interconnection Request that does not meet the requirements of ERAS per Section 3.9.1 will be notified by the Transmission Provider and automatically moved to the standard Definitive Planning Phase queue unless the customer chooses to opt out by notifying Transmission Provider. If deemed ineligible for the ERAS process, the project will forfeit its Non-Refundable Deposit D1.

An Interconnection Customer submitting an Interconnection Request to a standard Definitive Planning Phase queue may also submit a request for ERAS for

evaluation. If the request meets the requirements for ERAS processing set forth in Section 3.9.1, the Interconnection Request seeking processing through the standard Definitive Planning Phase queue must be withdrawn from the Definitive Planning Phase queue prior to ERAS kickoff. Upon withdrawing from the Definitive Planning Phase queue, the project will forfeit its Non-Refundable Deposit D1 and will be subject to penalties per Sections 7.6.2.1.1 and 7.8.

An Interconnection Request included in an active Definitive Planning Phase that has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to the ERAS if they meet the requirements for ERAS processing. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the ERAS requirements in Section 3.9.1. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to ERAS after a period of one year from the withdrawal date.

3.9.3 The Study.

The Interconnection Study for ERAS will follow the same manner of NR Interconnection Study as noted in Sections 3.2.1.2 and 3.2.2.2 needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource. Transmission Provider will use Reasonable Efforts to study ERAS Interconnection Requests from all Interconnection Customers regardless of Generating Facility within sixty (60) Calendar Days after the kickoff date for such study. The study will be performed for each Interconnection Request individually in a serial fashion based on their submission date per ERAS Quarterly Study Period. The study will result in a Final System Impact Study and any associated Interconnection Facilities Studies.

Transmission Provider shall include in the final study any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

3.9.4 Notice to Proceed to EGIA.

Interconnection Customer requesting to be included in ERAS shall inform Transmission Provider of its election to proceed within five (5) Calendar Days after receiving the draft results of the Expedited Resource Additions Study. Interconnection Customer that fails to provide an election to proceed within five (5) Calendar Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP. EGIA execution shall occur no later than 30 Calendar days after receiving Interconnection Customer's election to proceed.

3.9.5 GIA for Expedited Resource Addition Study Projects (EGIA).

Transmission Provider shall tender a draft *pro forma* EGIA, that conforms to the *pro forma* GIA in effect at the time, as modified for ERAS, within five (5) Business Days after the Customer provides notice to proceed to EGIA negotiations. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft EGIA, the draft EGIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer. Upon tender of the EGIA, the ERAS Interconnection Request shall be subject to the timing and procedures set forth in Sections 11.1 through 11. 4 of these GIP.

Transmission Provider shall include in the final EGIA any Affected System Study

results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected System analysis is not available for inclusion in the final EGIA, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. An Interconnection Request included in a JTIQ Participation Group shall adhere to all JTIQ procedures, and execute JTIQ Service Agreements as applicable.

3.9.6 Expedited Resource Addition Study Refunds.

3.9.6.1 Refunds of Expedited Resource Addition Study Deposits D2.

Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Expedited Resource Addition Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

3.9.6.2 Refunds of Expedited Resource Addition Study Entrance Milestone (M2).

Interconnection Customers are eligible to receive one hundred percent (100%) refund of the Expedited Resource Addition Study entry milestone (M2) upon withdrawal prior to execution of the EGIA. Interconnection Customers that terminate the EGIA after execution are eligible to receive a refund of the remaining M2 milestone payment.

3.9.6.3 Applicability of Expedited Resource Addition Milestone Payment (M2) to Expedited Generator Interconnection Agreement Initial Payment.

In the event the Interconnection Customer has elected to make its milestones in the form of cash, Transmission Provider will transfer the Expedited Resource Addition Study milestone to the appropriate

Transmission Owner to satisfy the initial payment requirement of the Expedited Generator Interconnection Agreement, TCA or other applicable service agreement within forty-five (45) Calendar Days of the effective date of the Expedited Generator Interconnection Agreement, TCA or other applicable service agreement. The Transmission Provider shall refund milestone cash payments exceeding the initial payment requirement to the Interconnection Customer upon Interconnection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the effective date of the Generator Interconnection Agreement. In the event the milestone payments are less than the initial payment requirement, the Interconnection Customer shall be responsible for the remaining payment to the Transmission Owner.

In the event that the Interconnection Customer withdraws and terminates its EGIA after execution of the EGIA by all parties or after EGIA is filed unexecuted the Interconnection Customer will be liable for the Network Upgrades documented in the EGIA and corresponding FCAs or MPFCAs, including those Network Upgrades arising from the Affected System Study process.

3.9.7 Transfer of Ownership of Expedited Resource Addition Study request.
An Interconnection Customer participating in the Expedited Resource Addition Study may transfer its Interconnection Request to another entity only after execution of the EGIA or filing the EGIA unexecuted. The new entity must maintain the eligibility requirements per Sections 3.3.1 and 3.9.1.

3.9.8 Modifications of Expedited Resource Addition Study request.
After entering the Expedited Resource Addition Study as defined in Section 3.9.3, no changes to the In-Service Date or Commercial Operation Date of the Generating Facility is permitted via section 4.4.4. An ERAS Interconnection

Request that is deferred to the next available ERAS Quarterly Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the ERAS Quarterly Study Period in which its application is studied. At the completion of the Expedited Resource Addition Study, the Commercial Operation Date and In-Service Date shall be set forth in the EGIA.

3.9.9 Sunset of Expedited Resource Addition Study process.

Following the effective date of the Tariff revisions accepted in Commission Docket No. ER25-____, the Transmission Provider will terminate the ERAS process at the earlier of the completion of sixty-eight ERAS Interconnection Request studies or August 31, 2027. In the event the Transmission Provider determines the sunset date should be extended, the Transmission Provider shall submit an additional filing to the Commission pursuant to Section 205 of the Federal Power Act seeking such later sunset date. Upon termination of ERAS, the Transmission Provider will no longer accept new ERAS Interconnection Requests. Any ERAS Interconnection Requests accepted but cannot be studied due to the sunset of the ERAS process will automatically move to the standard Definitive Planning Phase queue unless the customer chooses to withdraw. If deemed ineligible for the ERAS process, the project will forfeit its Non-Refundable Deposit D1.

3.10 Penalties for Failure to Meet Study Deadlines.

(1) Transmission Provider or Transmission Owner(s), as applicable, shall be subject to a penalty if it fails to complete a Group Study, Interconnection Facilities Study, Affected System Study, or Affected System Network Upgrade facilities study or a restudy of any of the foregoing by the applicable deadline as set forth in the GIP, applicable Joint Operating Agreement, Joint Planning Agreement, or any other agreements filed with the Commission.

(2) For purposes of determining compliance with this Section and the calculation of

penalties, the applicable study period is the time to complete the studies identified in Section 3.9(1), not including model review, Interconnection Customer review of draft study reports, and Decision Point as provided in Sections 7.1 through 7.3 of this GIP. Excluding the Interconnection Facilities Study, the study period for all applicable studies shall begin the day after the applicable study's model review period ends, as set forth in Section 7 of this GIP. The study period shall conclude when the draft study report for the applicable study is posted or otherwise transmitted to Interconnection Customers. For Interconnection Facilities Study, the applicable study period shall be ninety (90) Calendar Days, starting when Transmission Provider submits to the applicable Transmission Owner(s) a statement of work and purchase order and ending when the draft study report is transmitted to Interconnection Customers pursuant to Sections 7.3.2.5 and 7.3.3.4.

(3) Transmission Provider or applicable Transmission Owner(s) shall pay the penalty for each late Group Study, Group Restudy, or Interconnection Facilities Study on a pro rata basis per Interconnection Request to all Interconnection Customer(s) included in the relevant study that did not withdraw, or were not deemed withdrawn, from Transmission Provider's interconnection queue before the conclusion of the applicable study in proportion to each Interconnection Customer's final study costs.

(4) Transmission Provider or applicable Transmission Owner(s) shall pay the penalty for a late Affected System Study or Affected System Network Upgrade facilities study on a pro rata basis per interconnection request to all Affected System Interconnection Customer(s) included in the relevant Affected System Study, or Affected System Network Upgrade facilities study that did not withdraw, or were not deemed withdrawn, from the host transmission provider's interconnection queue before the missed study deadline in proportion to each Interconnection Customer's final study costs.

(5) For delayed studies performed by a Transmission Owner, or its subcontractor or delegee, the Transmission Provider shall invoice the applicable Transmission Owner(s) who performed the delayed study for the amount of the penalty calculated in accordance with Section 3.9(6) and (7). within fifteen (15) Business Days after the date that the final study report for the delayed study is posted to OASIS or MISO's public website.

The invoiced Transmission Owner(s) shall remit the invoiced amount to the Transmission

Provider not later than forty-five (45) Calendar Days after the date of such invoice. Payment of such funds to the Transmission Provider shall not constitute an admission of liability for the delay or prejudice the ability of the applicable Transmission Owner(s) or Transmission Provider to seek relief from such penalties from the Commission or recover penalty amounts from others as provided in Section 3.9(8) of these GIP. The Transmission Provider shall hold all penalty amounts collected pursuant to this subsection during the pendency of any appeal to the Commission or reassignment proceeding for such penalties authorized by Section 3.9(8) of these GIP or until the deadline for initiating such a proceeding has expired in the event such a proceeding has not been initiated. Thereafter, the Transmission Provider shall distribute to the applicable Interconnection Customer(s) or refund to the paying Transmission Owner(s) all collected funds as required by this Section 3.9 or otherwise ordered by the Commission.

(6) Any study delay penalty shall be distributed by forty-five (45) Calendar Days after the later of: (a) the date that the final Interconnection Facilities Studies report has been posted at the end of Phase III for the applicable study group that experienced a study delay, (b) the conclusion of a proceeding regarding such study delay as provided in Section 3.9(9) of these GIP, or (c) the date MISO receives the full penalty payment(s) from the party(ies) responsible for the delay.

(7) For penalties assessed in accordance with this Section, the penalty amount will be equal to: $1,000 per Business Day for delays of Group Studies beyond the applicable deadline set forth in this GIP; $2,000 per Business Day for delays of Group Re-Studies beyond the applicable deadline set forth in this GIP; $2,000 per Business Day for delays late Affected System Study or Affected System Network Upgrade facilities study beyond the applicable deadline as set forth in the GIP, applicable Joint Operating Agreement, Joint Planning Agreement, or other agreement filed with the Commission as provided in Section 8 of this GIP; and $2,500 per Business Day for delays of the Interconnection Facilities Studies beyond the applicable deadline set forth in this GIP.

(8) The total amount of a penalty assessed under this Section shall not exceed: (a) one hundred percent (100%) of Study Deposit 2 (D2) received for all of the Interconnection Requests in the Cluster for Group Studies and Group Restudies; (b) one hundred percent

(100%) of the Study Deposit 2 (D2) received for the single Interconnection Request in the study for Facilities Studies; and (c) one hundred percent (100%) of the study cost(s) that Transmission Provider collects for conducting the Affected System Study.

(9) Transmission Provider or Transmission Owner(s), as applicable, may appeal to the Commission any penalties imposed under this Section. Any such appeal must be filed no later than forty-five (45) Calendar Days after the posting of the final DPP Phase III Final System Impact Study results to OASIS or MISO's public website for the study group that experienced a delayed study. While an appeal to the Commission is pending, Transmission Provider or applicable Transmission Owner(s) shall remain liable for the penalty, but need not distribute the penalty until forty-five (45) Calendar Days after (1) the deadline for filing a rehearing request has ended, if no requests for rehearing of the appeal have been filed, or (2) the Commission's final determination. The Commission may excuse Transmission Provider or applicable Transmission Owner(s) from penalties under this Section for good cause. Transmission Provider or Transmission Owner(s) assessed a penalty under this Section may submit a filing to the Commission under Section 205 of the Federal Power Act to recover costs of any study delay penalty imposed from a party or parties that contributed to the delay.

(10) No penalty will be assessed under this Section where a study is delayed by ten (10) Business Days or less. If the study is delayed by more than ten (10) Business Days, the penalty amount will be calculated from the first Business Day the Transmission Provider or applicable Transmission Owner(s) missed the applicable study deadline.

(11) The deadline for a relevant study may be extended thirty (30) Business Days from the original, applicable study deadline if: (a) Transmission Provider or Transmission Owner(s), as applicable, needs to extend the deadline for a particular study subject to penalties under this Section and (b) all Interconnection Customers or Affected System Interconnection Customers included in the relevant study mutually agree to such an extension. No penalty shall be assessed to Transmission Provider or applicable Transmission Owner(s) missing the original study deadline if the study deadline is extended pursuant to this subsection.

(12) No penalties shall be assessed until the third Group Study cycle after the

Commission-approved effective date of Transmission Provider's filing made in compliance with the Final Rule in Docket No. RM22-14-000.

(13) Transmission Provider must maintain on its OASIS or its public website summary statistics related to penalties assessed under this Section, updated quarterly. For each calendar quarter, Transmission Provider must calculate and post (1) the total amount of penalties assessed under this Section during the previous reporting quarter and (2) the highest penalty assessed under this Section paid to a single Interconnection Customer or Affected System Interconnection Customer during the previous reporting quarter. Transmission Provider must post on its OASIS or its website these penalty amounts for each calendar quarter within thirty (30) Calendar Days of the end of the calendar quarter. Transmission Provider must maintain the quarterly measures posted on its OASIS or its website for three (3) calendar years with the first required posting to be the third Group Study cycle with an application deadline after July 28, 2025.

3.11 Additional Requirements for Interconnection Requests Seeking ZG Interconnection Service

A request for ZG Interconnection Service made by an Interconnection Customer must meet the requirements listed in section 3.3.1 above, plus the following requirements:

i. An Interconnection Request for seeking ZG Interconnection Service shall include a one line diagram showing the Generating Facility and associated electrical equipment with appropriate rating and impedance information and all the ZG Associated Load including all Point(s) of Withdrawal and the Point of Interconnection of the Generating Facility to the Transmission System for the Interconnection Request.

ii. An Interconnection Request seeking ZG Interconnection Service shall include a detailed power flow model for the proposed Generating Facility that includes all ZG Associated Load, Point(s) of Withdrawal and the Point of Interconnections for the Interconnection Request, as well as any proposed system protection facilities.

Any proposed Generating Facility requesting ZG Interconnection Service must have a Point of Interconnection that is located at the same voltage level of the same

interconnection substation as the Point(s) of Withdrawal for the ZG Associated Load it will serve.

iii. The proposed Generating Facility requesting ZG Interconnection Service must not require the construction of Network Upgrades beyond the substation where the Point of Interconnection is located other than System Protection Facilities.

iv. The Interconnection Request for ZG Interconnection Service must be submitted to the Transmission Provider by the Interconnection Customer at least 180 days prior to the earlier of: (a) the Commercial Operation Date for the Generating Facility seeking ZG Interconnection Service or (b) for a ZG Associated Load not already in service as of the date the Interconnection Service is submitted, the need-by date for such ZG Associated Load. The Interconnection Request for ZG Interconnection Service shall include the expected Commercial Operation Date for the Generating Facility and the need-by date for the ZG Associated Load.

v. The amount of ZG Interconnection Service is limited to and shall not exceed the total Demand of the ZG Associated Load for that Generating Facility.

vi. The Interconnection Request for ZG Interconnection Service must include the modeling and other technical data described in the Generator Interconnection Business Practices Manual for the ZG Associated Load to enable the Transmission Provider to model such Load in ZG Interconnection Service studies.

vii. The Interconnection Request for ZG Interconnection Service shall be accompanied by an executed agreement evidencing that the full output of the Generating Facility for which ZG Interconnection Service is sought is intended to be used by the entity(s) with the ZG Associated Load. Such agreement shall take one of the following forms and state an expected term of at least five years to align with MISO's transmission planning horizon as described in Section I.D.1.b of Attachment FF to the Tariff:

a. A Load Serving Entity acknowledgement to self-supply its ZG Associated Load;

b. A Power Purchase Agreement (PPA) or similar off-take agreement between the Interconnection Customer submitting the Interconnection Request for ZG Interconnection Service and the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load

Serving Entity);

c. An agreement that calls for the Interconnection Customer to develop the Generating Facility described in the Interconnection Request and subsequently transfer ownership or control of such Generating Facility (Build-Own-Transfer Agreement) to the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity);

d. Other agreement between the entity submitting the Interconnection Request, and the entity with the ZG Associated Load to be served (including, but not limited to, an Alternative Retail Electric Supplier or its Load Serving Entity), stating that the Generating Facility will be used to provide its full output to the ZG Associated Load; or

e. An acknowledgement by the Interconnection Customer that it is the entity that owns the ZG Associated Load that such entity is both permitted by applicable law and intends to self-supply its ZG Associated Load through using onsite generation.

ix. An Interconnection Request for ZG Interconnection Service shall not include a request for any other type of Interconnection Service (e.g., ERIS or NRIS). This paragraph shall not be construed to prevent an Interconnection Customer from submitting a separate Interconnection Request for another type of Interconnection Service for the same Generating Facility using the process specified by these Generator Interconnection Procedures for such request type. In the event that an Interconnection Customer obtains another form of Interconnection Service for the same Generating Facility, such service shall be deemed to supersede any previously-granted ZG Interconnection Service upon its effective date.

3.11.1 Requirements for modification of Interconnection Service Requests seeking ZG Interconnection Service

No changes shall be made to an Interconnection Request seeking ZG Interconnection Service after submission except that in the event that the ZG

Associated Load designates or changes its proposed Point(s) of Withdrawal subsequent to the Interconnection Customer submitting its Interconnection Request for ZG Interconnection Service such that the ZG Associated Load would not have a Point of Withdrawal at the same substation and voltage level as the Point of Interconnection, the Interconnection Customer shall be required to move its proposed Point of Interconnection to match the substation and voltage level of the Point(s) of Withdrawal as described in Section 4.4 of these GIP. In the event that the POW changes after the Interconnection Customer receives an effective ZGIA, the parties shall amend such ZGIA to align the POI with the new location of the POW and change the Commercial Operation Date to a date no earlier than 180 days after the date the Transmission Provider was notified of such POW change. No delivery of Energy to the ZG Associated Load shall be allowed to occur prior to such revised date without the prior written consent of the Transmission Provider. An Interconnection Customer seeking to make changes other than those authorized by this Section 3.11.1 may withdraw its ZG Interconnection Request and resubmit as a new application with new deposits.

3.11.2 Evaluation Process for ZG Interconnection Service Interconnection Requests

The Transmission Provider will evaluate Interconnection Service requests seeking ZG Interconnection Service in the order in which they are submitted. The evaluation will consist of a ZG Impact Assessment as set forth in Section 3.2.5.2.1 and a ZG Facilities Study as set forth in Section 3.2.5.2.2.

The Transmission Provider will limit the maximum size of each ZG Quarterly Study Period to no more than 10 Interconnection Requests. If more than 10 Interconnection Requests are submitted for one ZG Quarterly Study Period, those surpassing the limit will be studied in a subsequent ZG Quarterly Study Period in the order in which they were submitted.

The Transmission Provider shall use Reasonable Efforts to complete the ZG

Impact Analysis and for all Interconnection Requests included in a ZG Quarterly Study Period and share results with the applicable Interconnection Customer within ninety (90) Calendar Days of the date that the Transmission Provider commences the applicable ZG Quarterly Study Period. Transmission Provider shall use Reasonable Efforts to complete each portion of the ZG Facilities Study within ninety (90) Calendar Days of the date such portion commences.

Transmission Provider shall include in the final study report for the ZG Impact Analysis any Affected System Study results and information regarding Network Upgrades from Affected Systems provided the Affected System Study Reports are available. If Affected Systems analysis is not available for inclusion in the final study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System.

An Interconnection Request included in an active Definitive Planning Phase that has not reached Decision Point II may withdraw from the Definitive Planning Phase and move their Interconnection Request to the ZG interconnection Service process if they meet the requirements for ZG Interconnection Service. The project will be subject to penalties per Sections 7.6.2.1.1. and 7.8 and must meet the requirements for an Interconnection Request for ZG Interconnection Service set forth in Section 3.11. Verification of Site Control will be specified in the Generator Interconnection Business Practice Manual to authenticate applicability. An Interconnection Request that has been withdrawn from the Definitive Planning Phase after completion of Decision Point II may be moved to the ZG Interconnection Service study process after a period of one year from the withdrawal date.

3.11.3 ZG Interconnection Service - Notice to Proceed

Interconnection Customer requesting ZG Interconnection Service shall inform Transmission Provider within five (5) Business Days after having received results

of the ZG Impact Analysis of its election to proceed and Transmission Provider will complete the ZG Facilities Study and then tender a draft ZG Interconnection Agreement. If the Interconnection Customer fails to provide a notice of its election to proceed within five (5) Business Days after having received the results of the Transmission Provider's evaluation, the Transmission Provider will deem the Interconnection Request withdrawn pursuant to Section 3.6 of this GIP.

3.11.4 ZGIA for ZG Generating Facility

Transmission Provider shall tender a draft *pro forma* ZGIA or ZGIAs or, if deemed appropriate, an amended ZGIA or ZGIAs that conforms to the *pro forma* ZGIA in effect at the time, within five (5) Business Days after the Interconnection Customer communicates its election to proceed with ZG Interconnection Service, and complete any unfinished portion of the Facilities Study and tender the results to Interconnection Customer within the timeframe specified in Section 3.11.2 of these GIP.

SECTION 4. QUEUE POSITION.

4.1 General.

Transmission Provider shall assign a Queue Position as follows: the Queue Position within the queue shall be assigned based upon the date and time of receipt of all items required pursuant to the provisions of Section 3.3 of this GIP. All Interconnection Requests submitted and validated in a single Group Study shall be considered equally queued. Transmission Provider shall assign a Queue Position based upon the initial date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information or materials included with the application form, and Interconnection Customer or MHVDC Connection Customer provides such information in accordance with Section 3.3.1, then Transmission Provider shall assign Interconnection Customer or MHVDC Connection

Customer a Queue Position based on the initial date and time of receipt of the Interconnection Request. Moving a Point of Interconnection or Point of Connection shall result in a reassignment of the Queue Position except as otherwise noted in Section 4.4.

The Definitive Planning Phase Queue Position will be established based upon the date and time Interconnection Customer or MHVDC Connection Customer initially submits its Interconnection Request provided that Interconnection Customer subsequently satisfies all of the requirements of Section 7.2 to enter the Definitive Planning Phase and the Interconnection Request is accepted as valid by the Transmission Provider. The Definitive Planning Phase Queue Position will also be used for the determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request, except for Group Studies. The determination of cost responsibility for common facilities necessary to accommodate two or more Interconnection Requests participating in a Group Study may depend on factors other than the Definitive Planning Phase Queue Position. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Transmission Provider may perform an Interconnection Study out of queue order at any time to the extent warranted by Good Utility Practice based upon: 1) the electrical remoteness of the Generating Facility or MHVDC Transmission Line or 2) the request of Interconnection Customer or MHVDC Connection Customer, if Transmission Provider concurs with the request and has the resources to do the study provided Interconnection Customer or MHVDC Connection Customer accepts the financial risk that study resources may be reassigned, that its Interconnection Request is subject to review and restudy in queue order, and that its GIA or TCA may be amended to reflect a reassignment of upgrades as Interconnection Studies of higher queued Interconnection Requests are completed. Interconnection Customer or MHVDC Connection Customer may request the Transmission Provider's concurrence 1) in connection with a resource

solicitation process, 2) when Interconnection Customer or MHVDC Connection Customer proposes to replace equipment due to catastrophic failure and such replacement is determined to be Qualified Change, and 3) for other reasons specific to Interconnection Customer or MHVDC Connection Customer.

4.1.1 Limitation on queue study cycle size

4.1.1.1 The Transmission Provider will determine the maximum size of each Definitive Planning Phase study cycle (in MW) on a study region basis. The limit will be based on fifty-percent (50%) of the subregional non-coincident peak load in the summer peak study model. Projects with approved exemptions as noted in Sections 4.1.2.1 through 4.1.2.3 shall have priority in each Definitive Planning Phase study cycle limit.

The Transmission Provider shall post the MW value determined for a study group in accordance with this Section on the Transmission Provider's website at least ten (10) Business Days prior to the application deadline of that Definitive Planning study cycle.

4.1.1.2 The Interconnection Request shall be included in the Definitive Planning Phase study cycle based on the earliest date and time of submission of Interconnection Requests until the maximum MW cap for the applicable study region is met. Five (5) Business Days after the applicable maximum MW limit has been met, the Transmission Provider shall post the initial list of Interconnection Requests included in the study group for the upcoming study cycle on Transmission Provider's website.

4.1.1.3 No later than thirty (30) Calendar Days prior to the scheduled DPP Phase 1 kickoff date for a Definitive Planning Phase study cycle, the Transmission Provider shall replace any Interconnection Requests that have been withdrawn from such Definitive Planning Phase study cycle

after any applicable cure period with Interconnection Requests previously submitted but determined to exceed the maximum Definitive Planning Phase study cycle limit for that study region determined pursuant to section 4.1.1.1 of this GIP. The Transmission Provider shall select Interconnection Requests to replace withdrawn Interconnection Requests in the same study region based on the earliest date and time stamp of such Interconnection Requests until the maximum MW cap is met. The Transmission Provider shall notify such Interconnection Customers that their Interconnection Requests will be included in the study group no later than thirty (30) Calendar Days prior to the scheduled DPP Phase 1 kickoff date for a Definitive Planning Phase study cycle.

4.1.1.4 Projects that have submitted a complete application and required deposits and milestone payments that were not included in a given DPP study cycle will maintain their position, as long as the application remains valid, to enter the next available study cycle.

4.1.1.5 Upon conclusion of the third DPP study cycle following the effective date of the Tariff revisions accepted in Commission Docket No. ER25-____, the Transmission Provider will conduct a review of the effectiveness of the limitation on queue study cycle size with stakeholders and determine whether to terminate or modify the queue size limitation. In the event the Transmission Provider determines not to file modifications or a termination of the queue size limitation, the Transmission Provider shall submit an informational report to the Commission describing the results of this review upon completion of the stakeholder process.

4.1.2 A valid Interconnection Request submitted for a DPP study cycle to which the provisions of Section 4.1.1 of this GIP apply, shall be included in such study cycle up to, but not to exceed, the limit, if the Transmission Provider receives

documentation included with Interconnection Request demonstrating that one of the following exemptions applies to such Interconnection Request:

4.1.2.1 The Interconnection Request seeks to convert ERIS service previously granted to an Existing Generating Facility to NRIS for the same Existing Generating Facility without requesting any additional increase in the service levels.

4.1.2.2 The Interconnection Request seeks to add incremental new service to a Replacement Generating Facility that has an effective GIA.

4.1.2.3 The Interconnection Request is for a Generating Facility that has completed the requirements of this GIP, including the requirements of Section 7.9.1, to request a Provisional Generator Interconnection Agreement (PGIA). In the event that an Interconnection Customer or MHVDC Connection Customer withdraws its requested PGIA after the thirty (30) Calendar Day timeline as noted in Section 4.1.1.3, then the Interconnection Request associated with that requested PGIA shall be withdrawn. The Interconnection Request shall also forfeit milestones in accordance with Section 7.9.3**.**

Transmission Provider may include the types of documentation required to demonstrate that one of the foregoing exemptions applies in the Generator Interconnection Business Practices Manual.

4.2 Group Study Organization of Interconnection Studies.

Interconnection System Impact Studies shall, and Interconnection Facilities Studies may, be performed in a Group Study format, whenever applicable, in the Definitive Planning Phase, except when a particular Interconnection Request is sufficiently electrically remote from others that it cannot reasonably be grouped with other Interconnection

Requests or where the Interconnection Request is not for a new Generating Facility or additional Interconnection Service. Interconnection Requests for both ER Interconnection Service and NR Interconnection Service may be part of a Group Study at the option of Transmission Provider. An Interconnection Request's inclusion in a Group Study will not relieve Transmission Provider from meeting the timelines provided in the GIP.

Grouping shall be implemented on the basis of electrical proximity. Transmission Provider may elect to perform Group Studies: (i) in connection with a resource solicitation process with the concurrence of Transmission Provider; (ii) when a coordinated study with an Affected System Operator will be performed that involve Interconnection Requests in the generator interconnection queue of Transmission Provider and of the Affected System Operator; (iii) to identify Common Use Upgrades; or (iv) at the request of a group of affected Interconnection Customers or MHVDC Connection Customers. In all instances in which Transmission Provider elects to use subgroups in the Group Study process, Transmission Provider must publish the criteria used to define and determine subgroups on its OASIS or public website.

If item (i) above applies and Transmission Owner concurs, the solicitor must (a) be authorized by Interconnection Customers participating in the solicitation to act as the agent for all the Interconnection Requests submitted by Interconnection Customers, (b) maintain valid Interconnection Requests, (c) submit all Interconnection Requests at the same time, (d) submit a reasonable number of study portfolios (*i.e.*, a mixture of projects meeting the requirements of the solicitation that are studied in parallel), and (e) select one portfolio prior to the start of the Interconnection Facilities Study.

Interconnection Requests included in a Group Study related to a resource solicitation process are subject to study according to their Definitive Planning Phase Queue Position in the process. Interconnection Requests for projects that are not included in a Group

Study related to a resource solicitation process are subject to study according to their Definitive Planning Phase Queue Position outside the process in accordance with the provision of the GIP, and such studies may not be delayed as a result of the resource solicitation process. An Interconnection Customer may request that its Interconnection Request be included in a Group Study related to a resource solicitation process without having to abandon the existing Definitive Planning Phase Queue Position for such Interconnection Request. Once the solicitor rejects a project in the resource solicitation process, the Interconnection Request associated with the rejected project loses the Definitive Planning Phase Queue Position it held as part of the resource solicitation process. An Interconnection Customer that participates in a Group Study related to a resource solicitation process may at any time for the same project submit a separate Interconnection Request that is not included in the Group Study, provided, however, that Interconnection Customer shall be responsible for all Interconnection Study costs associated with its non-solicitation-related Interconnection Request in addition to any costs associated with Interconnection Customer's bid into the resource solicitation. When the solicitor selects a project in the resource solicitation process, Interconnection Customer may no longer maintain more than one Definitive Planning Phase Queue Position for the selected project. Interconnection System Impact Studies performed as Group Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the Transmission System's capabilities at the time of each study.

4.2.1 Cost Allocation for Interconnection Facilities and Network Upgrades.

(1) For Network Upgrades identified in Group Studies, Transmission Provider shall calculate each Interconnection Customer's share of the costs as follows:

(a) Substation Network Upgrades, including all switching stations, shall be allocated first per capita to Interconnection Facilities interconnecting to the substation at the same voltage level, and then per capita to each Generating Facility sharing the Interconnection Facility interconnecting at

the same substation.

(b) Network Upgrades other than Substation Network Upgrades, as described in section 4.2.1.(1).(a) shall be allocated based on the proportional impact of each individual Generating Facility in the Group Study on the need for a specific Network Upgrade. This proportional allocation methodology will apply, but is not limited to, the following categories: (i) thermal - Will be cost allocated per the pro rata share of MW impact of DPP projects on the constraints being alleviated by the upgrade, as further described in the Generator Interconnection Business Practices Manual, BPM 015; or (2) non-thermal - Will be cost allocated per the pro rata share of MW impact of DPP projects on the constraints being alleviated by the upgrade, as further described in the Generator Interconnection Business Practices Manual, BPM 015.

(c) An Interconnection Customer that funds Network Upgrades shall be entitled to transmission credits to the extent provided in Article 11.4 of the GIA.

(2) The costs of any needed Interconnection Facilities identified in the Group Study will be directly assigned to the Interconnection Customer(s) using such facilities. Where Interconnection Customers in the Group agree to share Interconnection Facilities, the cost of such Interconnection Facilities shall be allocated based on the number of Generating Facilities sharing use of such Interconnection Facilities on an equal basis (i.e., on a per Generating Facility basis), unless Parties mutually agree to a different cost sharing arrangement.

(3) The shared costs of Group Studies shall be allocated among the Interconnection Customers in the applicable Study Group: 50% of the costs shall be allocated to all Interconnection Customers in the Study Group on a per capita basis, and 50% of the costs shall be allocated to all Interconnection Customers in the Study Group on a pro rata basis by MW.

4.3 Transferability of Queue Position.

An Interconnection Customer or MHVDC Connection Customer may transfer either of its queue positions to another entity only if such entity acquires the specific Generating Facility or MHVDC Transmission Line identified in the Interconnection Request and the Point of Interconnection or Point of Connection does not change.

4.4 Modifications.

Interconnection Customer or MHVDC Connection Customer shall submit to Transmission Provider modifications to any information provided in the Interconnection Request in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). Interconnection Customer or MHVDC Connection Customer shall retain its Queue Position if the modifications proposed by Interconnection Customer or MHVDC Connection Customer are in accordance with Sections 4.4.1 or 4.4.4. Notwithstanding any modifications to information provided in the Interconnection Request, the applicable timing requirements of Section 7.2 to return study agreements and obligation to provide study deposits will not change.

Notwithstanding the above, during the course and prior to the completion of the Interconnection Studies, Interconnection Customer or MHVDC Connection Customer, Transmission Owner 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. If the Interconnection Customer is requesting to share Interconnection Customer Interconnection Facilities as part of the proposed change, the Interconnection Customer shall submit a consent agreement that meets the requirements of Section 3.3.1.4 along with the identification of changes to the planned interconnection. To the extent the identified changes are acceptable to Transmission Provider, Transmission Owner and Interconnection Customer or MHVDC Connection Customer, such acceptance not to be unreasonably withheld; Transmission Provider shall modify the Point of Interconnection or Point of Connection and/or configuration in accordance with such changes and proceed with any required Interconnection Studies. Changes to the

Point of Interconnection or Point of Connection requested by Interconnection Customer or MHVDC Connection Customer after the kick off of Definitive Planning Phase I, except as described in this paragraph, will result in the Interconnection Request having to be revalidated according to the procedures in Section 3.3.1, and a new Definitive Planning Phase Queue Position assigned based on the date and time of submission of such modification in accordance with the procedures in Section 4.1. For Interconnection Requests seeking ZG Interconnection Service, in the event that the ZG Associated Load specifies a location for its Point(s) of Withdrawal that is different from the Point(s) of Withdrawal identified in the Interconnection Request such that the Load would no longer have a Point of Withdrawal located at the same voltage level at the same substation as the Point of Interconnection, Interconnection Customer shall notify the Transmission Provider of such change prior to it taking effect and revise the Point of Interconnection of the Generating Facility to be identical to one of the Points of Withdrawal. The request shall describe the planned change and include all data and analysis that Interconnection Customer wants the Transmission Provider to consider in determining whether the change results in material adverse impacts. Such a requested change will result in the Interconnection Request having to be revalidated according to the procedures in Section 3.3.1 and restudied to determine whether such change has a material adverse impact on the Transmission System, Affected Systems, or on the cost or timing of any other Interconnection Request. If such restudy indicates one or more material adverse impacts, Interconnection Customer will be assigned a new Queue position based on the date and time of submission of such modification in accordance with the procedures in Section 4.1. If such change occurs after the applicable ZGIA has become effective, the parties to such ZGIA shall be required to amend the ZGIA to reflect the results of such restudy and associated costs within sixty (60) Calendar Days after the date that the Transmission Provider completes such restudy, or elect to terminate such ZGIA.

4.4.1 During the Definitive Planning Phase and prior to the issuance of draft GIA, the modifications permitted shall include: (a) a change in the technical parameters associated with the Generating Facility or MHVDC Connection Customer

technology other than a Permissible Technological Advancement; (b) a change to the Point of Interconnection or Point of Connection permitted under Section 4.4; and (c) a Permissible Technological Advancement for the Generating Facility or MHVDC Connection Customer. For such permitted modification proposed by Interconnection Customer or MHVDC Connection Customer pursuant to 4.4.1(a) or 4.4.1(b), Interconnection Customer or MHVDC Connection Customer shall submit a detailed analysis demonstrating why they believe the change is not a Material Modification. Transmission Provider must review such analysis and will determine, in its discretion, if the proposed modification is a Material Modification. In the absence of such analysis, the modification shall be deemed a Material Modification. Section 4.4.1.1 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.1(c) is a Material Modification. Section 1 contains a definition of Permissible Technological Advancement.

4.4.1.1 Technological Change Procedure.

For permitted modification proposed by Interconnection Customer or MHVDC Connection Customer, Interconnection Customer or MHVDC Connection Customer shall submit a technological advancement request demonstrating that the proposed change is a Permissible Technological Advancement or submitting a detailed analysis to demonstrate that the proposed change is not a Material Modification. Such request shall include a description of the proposed change together with updated modeling data (power flow and stability), updated technical data as outlined in Attachment A of Appendix 1 of this GIP and a study deposit of $10,000.00. The detailed analysis to demonstrate that the proposed change is not a Material Modification shall include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses unless the Transmission Provider deems one or more of these not necessary based on the nature of the change

requested. For a Generating Facility that includes at least one electric storage resource, and for which Transmission Provider approves operating assumptions pursuant to Section 3.1, Transmission Provider shall perform the detailed analysis using operating assumptions pursuant to Section 3.1. The following criteria will be used to determine whether the proposed change is a Material Modification:

a. Any change in expected output of the Generating Facility that is higher than what was studied in the interconnection process unless a control equipment is employed to limit the injection at the POI to the level of Interconnection Service originally requested;

b. An increase in short circuit current that degrades transmission system reliability;

c Angular stability performance and dynamic response that degrades transmission system reliability;

d. Violation of steady-state thermal or voltage limits caused by the planned change utilizing the same criteria consistent with the Interconnection System Impact Study.

Within 30 calendar days of receipt of a technological advancement request containing the information and security deposit required by Section 4.4.1.1, the Transmission Provider shall review such request and supporting documentation to determine if the proposed change is a Permissible Technological Advancement or otherwise not a Material Modification and communicate the results together with a written explanation to the Interconnection Customer of the Transmission Provider's determination. In the event that the Transmission Provider determines that the proposed change is a Material Modification, the Interconnection Customer or MHVDC Connection Customer shall have the option of: (i) withdrawing such technological advancement request and retaining its current queue position; or (ii) resubmitting its proposed Generating Facility as a new

Interconnection Request.

4.4.2 After entering the Definitive Planning Phase as defined in Section 7.2, any modifications to the type of Interconnection Service selected by Interconnection Customer in the Interconnection Request, other than a change from NR Interconnection Service to ER Interconnection Service pursuant to Section 3.2 of this GIP, shall be deemed a Material Modification.

4.4.3 After entering the Definitive Planning Phase as defined in Section 7.2, any modification to the size of the Interconnection Request, other than as allowed in Section 4.4.5, Section 7.3.1.4, or Section 7.3.2.4 of this GIP, shall be deemed a Material Modification.

4.4.4 After entering the Definitive Planning Phase as defined in Section 7.2, any extension by Interconnection Customer or MHVDC Connection Customer to the original In-Service Date or Commercial Operation Date of the Generating Facility or MHVDC Transmission Line in the original Interconnection Request shall be deemed a Material Modification except that the Transmission Provider will not unreasonably withhold approval of an Interconnection Customer's or MHVDC Connection Customer's proposed change in the original In-Service Date or Commercial Operation Date of the Generating Facility or MHVDC Transmission Line if that change is the result of either (a) a change in milestones by another party to the GIA or TCA, (b) a change in a higher queued Interconnection Request, (c) delays in the completion of the Definitive Planning Phase Studies, or (d) Interconnection Customer demonstrates that engineering, permitting and construction of the Generating Facility will take longer than the process window for the Transmission Provider's Definitive Planning Phase period. Where such exceptions apply, extensions to the Commercial Operation Date or In-Service Date shall not exceed three years beyond the original Commercial Operation Date or In-Service Date in the Interconnection Request. A change to either of these

dates that exceeds three years from the date in the original Interconnection Request is a Material Modification. At the completion of the Definitive Planning Phase, the specified Commercial Operation Date and In-Service Date shall be set forth in Appendix B of a GIA. Consistent with Article 2.3.1 of the GIA, once that GIA is executed or filed unexecuted, if the Generating Facility fails to reach Commercial Operation by the specified Commercial Operation Date set forth in the GIA, such specified Commercial Operation Date as set forth in the GIA may be extended by Interconnection Customer for a period up to three (3) consecutive years, after which Transmission Provider shall terminate the GIA if the Generating Facility has still failed to reach Commercial Operation. Notwithstanding the foregoing, in the limited circumstance that Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities necessary to enable Trial Operation of a Generating Facility has an in-service date that is farther out than the Commercial Operation Date permitted under this Section 4.4.4 or, has an in-service date that does not allow for a one-hundred eighty (180) Calendar Day Trial Operation period, Transmission Provider shall only terminate the GIA for failure to achieve Commercial Operation by a Commercial Operation Date one-hundred eighty (180) Calendar Days after the in-service date of the Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities necessary for Trial Operation.

4.4.4.1 Transmission Owner In-Service Date extension.

Prior to end of GIA negotiation and in the limited circumstance that a Transmission Owner determines it cannot complete Transmission Owner Interconnection Facilities, Network Upgrades, or System Protection Facilities specified in the GIA using Reasonable Efforts by the In-Service Date permitted under this Section 4.4.4, the specified In-Service Date may be extended at the Transmission Owner's request for a period up to two (2) consecutive years and specified in the GIA. This provision does not

alter Interconnection Customer's Commercial Operation Date requirements of this Section 4.4.4 or other provisions set forth in Appendix 6 of these GIP regarding Commercial Operation Date or In-Service Date. The Interconnection Customer is expected to construct facilities in parallel with the Transmission Owner's construction activities.

4.4.5 After entering the Definitive Planning Phase, any modification to the fuel source designated in the Interconnection Request, other than a modification to reduce the number of fuel source(s) of an Interconnection Request with two or more fuel sources before the kick-off of the Definitive Planning Phase I, shall be deemed a Material Modification.

SECTION 5. PROCEDURES FOR INTERCONNECTION REQUESTS SUBMITTED PRIOR TO EFFECTIVE DATE OF GENERATOR INTERCONNECTION PROCEDURES.

5.1 Queue Position for Pending Requests.

5.1.1 All Interconnection Requests that have entered a Definitive Planning Phase and the Definitive Planning Phase System Impact Study has been completed prior to January 4, 2017 will complete the Definitive Planning Phase pursuant to the approved GIP in effect on January 3, 2017. The August 2015 Definitive Planning Phase cycle shall be completed pursuant to the approved GIP in effect on January 3, 2017.

5.1.2 All Interconnection Requests that have entered a Definitive Planning Phase and the System Impact Study has not been started, or started and not completed, as of January 4, 2017 will be required to conform to Section 7 of this GIP excluding Section 7.2 "Eligibility for the Definitive Planning Phase" and the Site Control

provisions found in Section 7.3.2.4 so long as the Interconnection Customer has previously complied with the then existing Section 8.2 "Eligibility for the Definitive Planning Phase." All study deposits will be applied to studies performed under this transition plan and M2 milestone amounts previously paid will satisfy the M2 milestone requirement of Section 7.2. These projects will then follow all other sections of these Generator Interconnection Procedures in effect as of January 4, 2017.

5.1.3 All Interconnection Requests that have been received but have not had an M2 milestone calculated as of January 4, 2017, and have not met the requirements of Section 5.1.4, will be required to conform to Section 7 of these GIPs and will then follow all other sections of these Generator Interconnection Procedures in effect as of January 4, 2017.

5.1.4 All Interconnection Requests that are in the System Planning and Analysis Phase of the GIPs in effect prior to January 4, 2017 may pay their M2 milestone payment prior to January 4, 2017 and shall be treated pursuant to section 5.1.2. Interconnection Requests that are in the System Planning and Analysis Phase prior to the effective date of these GIPs that have not paid an M2 milestone payment prior to January 4, 2017 shall be treated pursuant to section 5.1.3. Interconnection Requests that are in the System Planning and Analysis Phase may remain in the System Planning and Analysis Phase until 45 Calendar Days prior to the start of the first cycle under these GIPs which begins August 1, 2017. MISO shall deem withdrawn any Interconnection Requests that are in the System Planning and Analysis Phase that have not made their M2 milestone payment at least 45 Calendar Days prior to the start of the first cycle under these GIPs. Notwithstanding the foregoing, any request for HVDC facilities listed as being in the System Planning and Analysis Phase as of June 16, 2017 shall be deemed transferred into the Pre-Queue Phase. Furthermore, any MHVDC projects in the Pre-Queue Phase as of the effective date of the MHCP shall be deemed

transferred to the MHCP, as set forth in Section 4 of the MHCP.

5.2 Transition Period.

An Interconnection Customer of a new transmission owning member of Transmission Provider shall transition to the revised GIP within a reasonable period of time not to exceed ninety (90) Calendar Days from the date when this GIP becomes applicable to that transmission owning member.

5.3 New Transmission Provider.

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

5.4 Transition to Revised Scope of DPP Phase I Studies.

With the exception of this provision, the Tariff revisions accepted in Docket Nos. ER18-2049-000 and -001 shall not apply to any queue cycle(s) for which the Definitive Planning Phase Preliminary System Impact Study has started prior to September 19, 2018.

5.5 Transitional Notice Requirements for Generating Facility Replacement.

All requests for Replacement Generating Facility that are submitted to the Transmission Provider within 365 Calendar Days after May 16, 2019 shall have a date of cessation of operation for the Existing Generating Facility that is not earlier than May 16, 2021.

5.6 Transition to Revised Milestone Requirements Accepted in Docket No. ER20-41.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was prior to April 29, 2019 shall be required to adhere to milestone requirements in GIP in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be required to adhere to the revised milestone requirements accepted in Docket No. ER20-41, but shall not be subject to the M2 refund provisions in Section 7.6.2.1 of this GIP. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be subject to M2 refund provisions in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after April 29, 2019 shall be required to adhere to the revised milestone requirements accepted in Docket No. ER20-41.

5.7 Transition to Revised Site Control Requirements Accepted in Docket No. ER20-41.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was prior to April 29, 2019 shall be required to adhere to Site Control requirements in GIP in effect prior to December 4, 2019.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase was on April 29, 2019 shall be required to provide proof of Site Control for the Generation Facility by the end of Interconnection Customer Decision Point II in

accordance with the timing requirements established in Section 7.2.2.1. Such Interconnection Requests shall not be required to provide proof of Site Control for the Generating Facility ninety (90) Calendar Days prior to the start of DPP Phase I in accordance with the timing requirements established in Section 7.2.1. For such requests, the proof of Site Control for all applicable Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI shall be due in accordance with the terms of Sections 7.2.2.1 and 7.2.2.2.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after April 29, 2019 will be subject to the Site Control requirements as set forth in Section 7.2.

5.8 Transition to Self-Fund Deadline Accepted in Docket No. ER20-2632.

For all Network Upgrades and System Protection Facilities that were identified in a Revised System Impact Study that completed prior to November 5, 2020 and for which the Final System Impact Study was not completed as of November 5, 2020, the Transmission Owner shall make an election as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Revised System Impact Study. Transmission Owner shall make its election prior to the completion of the Final System Impact Study.

For all Network Upgrades and System Protection Facilities that were identified in a Final System Impact Study that completed prior to November 5, 2020 and for which the negotiation period for the GIA was not completed as of November 5, 2020, the Transmission Owner may make an election as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility prior to the completion of the GIA negotiation period.

5.9 Transition to revised DPP schedule in Docket No. ER22-661.

Interconnection Requests for which Transmission Provider started the DPP Phase III Final System Impact Study before March 15, 2022 will be subject to the Tariff requirements in effect prior to March 15, 2022. Interconnection Requests for which the DPP Phase III Final System Impact Study has not started as of March 15, 2022 will be subject to the revised Tariff accepted in Docket No. ER22-661.

5.10 Transition to DPP revisions in Docket No. ER24-___.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after January 22, 2024 will be subject to the revised Tariff requirements accepted in Docket Nos. ER24-____ and ER24-____. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to January 22, 2024 will not be subject to the revised Tariff requirements accepted in Docket Nos. ER24-____ and ER24-____.

5.11 Transition to DPP revisions in Docket No. ER24-2046.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after June 1, 2025 will be subject to the revised Tariff requirements accepted in Docket No. ER24-2046 . Except for the requirements in Section 7.3.2.3 and Section 11.2.1, all Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to June 1, 2025 will not be subject to the revised Tariff requirements accepted in Docket No. ER24-2046.

5.12 Transition to JTIQ Process.

Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is after the date that the Transmission Provider and SPP's Boards have

approved a JTIQ Portfolio shall be subject to the JTIQ process set forth in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA) and the JTIQ provisions of these GIP.

5.13 Transition to DPP revisions in Docket No. ER25-___.

All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is on or after January 31, 2025, will be subject to the revised Tariff requirements accepted in Docket No. ER25-____. All Interconnection Requests for which the application deadline to enter the Definitive Planning Phase is prior to January 31, 2025, will not be subject to the revised Tariff requirements accepted in Docket No. ER25-____.

5.14 Transition to ERAS Process.

All requests for the Expedited Resource Addition Study that are submitted to the Transmission Provider after August 6, 2025 will be subject to the revised Tariff requirements accepted in Docket No. ER25-___.

5.15 Transition of Legacy Queue Cycle.

Consistent with Docket No. ER26-___, Interconnection Customers and MHVDC Connection Customers in the DPP-2022 Cycle that elect to withdraw their Interconnection Request prior to the expiration of Decision Point II shall receive an unconditional, one hundred percent (100%) refund of the Definitive Planning Phase entry milestone (M2). Interconnection Customers and MHVDC Connection Customers in the DPP-2022 Cycle that elect to withdraw their Interconnection Request after the expiration of Decision Point II shall not be subject to a withdrawal penalty if the percent increase in the combined Network Upgrades from Phase II to Phase III is greater than or equal to fifty percent (50%) and more than $15,000 per MW from the revised Interconnection System Impact Study to any Final System Impact Study.

SECTION 6. PRE-QUEUE PHASE.

6.1 Pre-Queue Customer Education

Transmission Provider will be available for consultation with Interconnection Customer to discuss potential Interconnection Requests for Generating Facilities or study and processing of HVDC facilities. Such discussions may include, but are not limited to: (i) general facility loadings; (ii) general instability issues; (iii) general short circuit issues; (iv) general voltage issues including voltage and frequency ride-through capabilities for the Generating Facility; (v) general power quality issues including voltage flicker, harmonics; (vi) general reliability issues as may be reasonably required to accomplish the purpose of the meeting; (vii) estimated timing of Interconnection Request proceeding to the Definitive Planning Phase; (viii) estimated in-service date for the request; and (ix) any process related questions.

6.1.1 Publicly Posted Interconnection Information.

Transmission Provider shall maintain and make publicly available:

(1) an interactive visual representation of the estimated incremental injection capacity (in megawatts) available at each point of interconnection in Transmission Provider's footprint under N-1 conditions, and

(2) a table of metrics concerning the estimated impact of a potential Generating Facility on Transmission Provider's Transmission System based on a user-specified addition of a particular number of megawatts at a particular voltage level at a particular point of interconnection.

At a minimum, for each transmission facility impacted by the user-specified megawatt addition, the following information will be provided in the table:

(1) the distribution factor;
(2) the megawatt impact (based on the megawatt values of the proposed Generating Facility and the distribution factor);
(3) the percentage impact on each impacted transmission facility (based on the megawatt values of the proposed Generating Facility and the facility rating);
(4) the percentage of power flow on each impacted transmission facility before the injection of the proposed project;
(5) the percentage power flow on each impacted transmission facility after the injection of the proposed Generating Facility.

These metrics must be calculated based on the power flow model of the Transmission System with the transfer simulated from each point of interconnection to the whole Transmission Provider's footprint (to approximate Network Resource Interconnection Service), and with the incremental capacity at each point of interconnection decremented by the existing and queued Generating Facilities (based on the existing or requested interconnection service limit of the generation).

These metrics must be updated within thirty (30) Calendar Days after the completion of each Preliminary or Final System Impact Study, only for the most recent Definitive Planning Phase cycle and excluding earlier cycles.

This information must be publicly posted, without a password or a fee.

The website will define all underlying assumptions, including the name of the

most recent System Impact Study or Interconnection Study restudy used in the Base Case.

6.2 Interim Treatment of HVDC Facilities in Pre-Queue Phase: All requests for HVDC facilities deemed transferred into the Pre-Queue Phase pursuant to Section 5.1.4 of this GIP or which otherwise are permitted to enter the Pre-Queue Phase shall not be eligible to proceed to the Definitive Planning Phase until such time as additional procedures for processing such facilities are implemented.

6.3 Small Generating Facility Pre-Application Report.

6.3.1 In addition to the information described in section 6.1, which may be provided in response to an informal request, an Interconnection Customer proposing to interconnect its Small Generating Facility may submit a formal written request form along with a non-refundable fee of $300 for a pre-application report on a proposed project at a specific site. The Transmission Provider shall provide the pre-application data described in section 6.3.2 to the Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the $300 fee. Should the Transmission Provider notify the Interconnection Customer that more than twenty (20) Business Days are necessary to provide the pre-application data described in section 6.3.2 below because the information is not readily available to the Transmission Provider, the Interconnection Customer shall notify the Transmission Provider that it desires more complete information and waives the twenty (20) Business Day timeline. The pre-application report produced by the Transmission Provider is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Transmission Provider's system. The written pre-application report request form shall include the information in sections 6.3.1.1 through

6.3.1.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

6.3.1.1 Project contact information, including name, address, phone number, and email address.

6.3.1.2 Project location (street address with nearby cross streets and town)

6.3.1.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

6.3.1.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

6.3.1.5 Size (alternating current kW)

6.3.1.6 Single or three phase generator configuration

6.3.1.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

6.3.1.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

6.3.2 Using the information provided in the pre-application report request form in section 6.3.1, the Transmission Provider will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. This selection by the Transmission Provider does not

necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. Subject to section 6.3.3, the pre-application report will include the following information:

6.3.2.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

6.3.2.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

6.3.2.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

6.3.2.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).

6.3.2.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

6.3.2.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

6.3.2.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.

6.3.2.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as described in section 14.4.4.1.1 below and absolute minimum load, when available.

6.3.2.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.

6.3.2.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

6.3.2.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

6.3.2.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

6.3.2.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

6.3.3 The pre-application report need only include existing data. A pre-application report request does not obligate the Transmission Provider to

conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the Transmission Provider cannot complete all or some of a pre-application report due to lack of available data, the Transmission Provider shall provide the Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on "available capacity" pursuant to section 6.3.2.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the Transmission Provider shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

SECTION 7. DEFINITIVE PLANNING PHASE.

7.1 Purpose of the Definitive Planning Phase.

The Definitive Planning Phase is designed to identify Network Upgrades that will reliably and efficiently integrate the proposed generation, including through Injection Rights requested by MHVDC Connection Customer, into the Transmission Provider's Transmission System. The Definitive Planning Phase will be composed of three distinct phases in which Interconnection System Impact Studies and Interconnection Facilities Studies will be performed.

7.1.1 Screening Analysis Prior to Definitive Planning Phase I.

Transmission Provider will perform an indicative non-binding screening analysis to identify potential thermal and voltage constraints and publish the results of that analysis for Interconnection Customers, MHVDC Connection Customers entering the Definitive Planning Phase and

Affected System Operator(s) at least fifteen (15) Calendar Days prior to the kick-off of the Definitive Planning Phase I. The Transmission Provider shall indicate with this screening analysis whether Interconnection Requests in the applicable DPP study group are expected to be included in a JTIQ Participation Group based on available information. If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request before the start of the Definitive Planning Phase I, then the Transmission Provider will refund to Interconnection Customer or the MHVDC Connection Customer 100% of Definitive Planning Phase entry milestone (M2) and any remaining study deposits pursuant to Section 7.6.

7.2 Eligibility for the Definitive Planning Phase.

The Interconnection Request shall enter the Definitive Planning Phase upon the Transmission Provider accepting the Interconnection Request as valid pursuant to Section 3.3.3 of this GIP after the Interconnection Customer or MHVDC Connection Customer has met the requirements of Section 3.3.1. The Definitive Planning Phase will start on a periodic basis, where an Interconnection Customer or MHVDC Connection Customer may elect to enter the next scheduled Definitive Planning Phase.

7.2.1 Requirements for Demonstrating Site Control for Generating Facility and Interconnection Facilities.

Except as otherwise noted in Section 5.7, at the time of the submission of an Interconnection Request, the Interconnection Customer shall submit the following to the Transmission Provider:

(i) Proof of Site Control for the Generating Facility demonstrating that the Interconnection Customer has obtained a right to develop the site, and that such Site Control:

(a) is exclusive to the specific project referenced in the Interconnection Request and the site meets the total resource-specific acreage requirements established in the Generator Interconnection Business Practices Manual; or

(b) either is shared by multiple projects by mutual agreement or includes less acreage than the standard resource-specific acreage requirements established in the Generator Interconnection Business Practice but is nonetheless sufficient to accommodate the final design of the Generating Facility, and account for any other projects that will utilize all or part of the same site Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared Site Control; or

(c) A financial security in lieu of Site Control and supporting documentation demonstrating regulatory restrictions in accordance with Section 7.2.1.2 of this GIP.

(ii) Reasonable evidence of Site Control, as described in the Generator Interconnection Business Practices Manual, for at least fifty percent (50%) of the mileage of the Generating Facility's or Facilities' Interconnection Facilities, or in lieu of Site Control for the Generating Facility's or Facilities' Interconnection Facilities, additional financial security in the amount of $80,000 per line mile of right-of-way, on a straight line basis. Interconnection Customer's financial security provided in lieu of Site Control shall only be refunded once the Interconnection Customer satisfies the Site Control requirements or is withdrawn from the queue. The security can be provided in the form of cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably

acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM). Reasonable evidence of Site Control for one hundred percent (100%) of the mileage of the Generating Facility's Interconnection Facilities for the Expedited Resource Addition Study request must be received at the time the application is submitted. The financial security in lieu of Site Control for the Generating Facility's Interconnection Facilities will not be accepted for an Expedited Resource Addition Study request.

Any advancement or postponement to the DPP Phase I kickoff date made after the application deadline for such cycle shall not alter the deadline for submitting proof of Site Control.

Site Control for a Generating Facility and Interconnection Facility shall be demonstrated in accordance with Section 7.2.1.1 and Section 7.2.1.2 of this GIP.

All documentation establishing proof of Site Control under Sections 7.2.1 of this GIP shall be accompanied by a signed affidavit from an officer or from an agent of the Interconnection Customer stating either that the Interconnection Customer: (1) possesses Site Control in accordance with Section 7.2.1.1 of this GIP; or (2) is subject to regulatory restrictions that preclude Interconnection Customer from obtaining Site Control pursuant to Section 7.2.1.2 of this GIP. Such affidavit shall adhere to the form specified in Attachment E of Appendix 1 of Attachment X.

Before the kickoff of DPP Phase I, Interconnection Customer may modify up to 100% of the Site Control for the Generating Facility and up to 100% of its Interconnection Customer Interconnection Facilities as provided for in its Interconnection Request if (1) the Interconnection Customer does not move the POI; (2) the Transmission Owner determines a POI move is necessary to accommodate the Interconnection Request; or (3) the Interconnection Customer can demonstrate, based on sound engineering judgment, that Site Control modification is necessary to optimize the siting of the project.

7.2.1.1 Site Control Demonstration.

In order to demonstrate Site Control for a Generating Facility and Interconnection Facilities, an Interconnection Customer must submit the following:

(i) To demonstrate that an Interconnection Customer has Site Control in accordance with Section 7.2.1(i)(a) and 7.2.1(ii) of this GIP, a Geographic Information System (GIS) site plan map, data files, and documentation that shows the following information: (a) sufficient land to meet the acreage requirements set forth in the Generator Interconnection Business Practices Manual; (b) boundary for the proposed project indicating the boundaries of the Interconnection Customer's leasehold/ownership interests for the site; and (c) the proposed location of each of the following: the Collector Substation, the Point of Interconnection, and the Interconnection Facilities based on the Point of Interconnection.

(ii) To demonstrate that an Interconnection Customer has obtained Site Control in accordance in accordance with Section 7.2.1(i)(b) of

this GIP, Interconnection Customer must submit a Geographic Information System (GIS) site plan map, data files, and documentation that meets the requirements specified in Section 7.2.1.1(i)(b) and (c) and show the following additional information:

(a) Sufficient land to accommodate the proposed Generating Facility based on the location and approximate land utilization requirements of proposed electrical devices (*i.e.*, turbine, solar panel, battery storage, inverter), local spacing and setback requirements, and the proposed location of the feeder routes to the Collector Substation; and

(b) In the event that Interconnection Customer elects to share a site with other projects in accordance with Section 7.2.1(i)(b) of this GIP, Interconnection Customer shall include with its Interconnection Request documentation demonstrating that the project referenced in the Interconnection Request is concurrently feasible with the development of any other projects that will share Site Control over all or a portion of the same site. Such proof of concurrent feasibility shall include:

(1) an identification of any other Interconnection Requests or projects that will share all or a portion of the same site; and

(2) identification of the proposed location and space utilization of all projects that will share the site together with any related technical information specified in the Generator Interconnection Business Practices Manual to

enable the Transmission Provider to determine that development of the project referenced in the submitted Interconnection Request is not inconsistent with development of any of the other projects that will share all or a portion of the same site.

(3) Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use.

Any GIS site plan map, and data files submitted in accordance with this Section 7.2.1.1 must be consistent with the modeling data submitted with the Interconnection Request.

7.2.1.2 Financial Security in lieu of Site Control.

If the Interconnection Customer is unable to obtain Site Control for its proposed Generating Facility as a result of regulatory restrictions, the Interconnection Customer shall provide a cash deposit in lieu of Site Control. In order to demonstrate regulatory restrictions, Interconnection Customer must submit: (i) a signed affidavit from an officer of the company in accordance with the terms of Section 7.2.1 of this GIP indicating that Site Control is unobtainable due to regulatory requirements as such term is defined by the Transmission Provider; (ii) documentation sufficiently describing and explaining the source of and effects of such regulatory restrictions, including a description of any conditions that must be met in order to satisfy the regulatory restrictions and the anticipated time by which the Interconnection Customer expects to satisfy the regulatory restrictions. The financial security provided in lieu of Site Control, as cash deposit, irrevocable letter of credit or surety bond

reasonably acceptable to Transmission Provider, shall be $10,000 per MW of new Interconnection Service requested, and at least $500,000 but no more than $2,000,000. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM). In the event that Interconnection Customer needs to submit a financial security in lieu of Site Control as a result of regulatory restrictions, Interconnection Customer must provide proof of Site Control as soon as the Interconnection Customer satisfies the regulatory requirements described in the Interconnection Customer's affidavit and supporting documents. Interconnection Customer's financial security made in lieu of Site Control shall only be refunded once the Interconnection Customer satisfies the Site Control requirements in accordance with the terms of Sections 7.2.1(i), 7.2.1.1, and 7.2.2 of the GIP or is withdrawn from the queue.

7.2.1.3 Transmission Provider Review of Site Control Sufficiency.

The Transmission Provider shall review the Site Control documentation submitted by Interconnection Customer and determine whether the Interconnection Customer has satisfied the applicable Site Control requirements specified in Section 7.2.1, and 7.2.1.1 or 7.2.1.2 of this GIP, as applicable. Transmission Provider shall evaluate the Site Control documentation using sound engineering judgement and in a non-discriminatory manner. In addition, Transmission Provider shall adhere to any guidelines for such analysis as may be included in the Generator Interconnection Business Practices Manual.

In the event that the Transmission Provider determines that the Interconnection Customer does not demonstrate sufficient Site Control, Transmission Provider shall, consistent with Section 7.2.3(ii) of this GIP, provide a written explanation, including the technical reasons for such determination, to Interconnection Customer no later than sixty (60) Calendar Days from the Site Control submission deadline. Any such deficiencies shall be processed as set forth in Section 7.2.3(ii) of this GIP.

7.2.2 Continued Site Control for Generating Facilities; Site Control for Interconnection Facilities and Network Upgrades.

7.2.2.1 Timing Requirements.

(i) After the start and prior to the end of Interconnection Customer Decision Point II, Interconnection Customer shall submit proof that Interconnection Customer continues to maintain Site Control for the Generating Facility in accordance with terms in Section 7.2.1.1 of this GIP. Regarding Interconnection Customer's Interconnection Facilities, in addition to the requirements specified in Section 7.2.1.ii of this GIP, the Interconnection Customer will be required to demonstrate fifty (50%) site control for the site on which a switchyard will be located, if requested by the Transmission Provider.

(ii) Prior to conclusion of the Interconnection Customer's GIA execution period, as defined in Section 11 of this GIP, or within 180 days of GIA Effective Date with an approved exception by the Transmission Provider, Interconnection Customer shall submit proof of the following: (a) continued Site Control for the Generating Facility in accordance with terms in Section 7.2.1.1 of

this GIP; and (b) 100% Site Control for all Interconnection Customer's Interconnection Facilities (including demonstration of switchyard site control if requested by the Transmission Provider), and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop.

(iii) To the extent there is any change in the POI as a result of the Interconnection Facilities Study started in DPP Phase II and completed in DPP Phase III, the Transmission Provider shall provide the Interconnection Customer additional time to procure land rights for the new Interconnection Customer's Interconnection Facilities and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. The amount of additional time awarded for this purpose shall be determined on a case-by-case basis and in accordance with Section 4.4 of this GIP.

(iv) After the Interconnection Customer timely satisfies each of the requirements of this Section 7.2.2.1 and execution of the GIA, any changes made to the site layouts and interconnection facility routes shall not be construed as a failure to satisfy the requirements of this Section 7.2.2.1. In the event that the Interconnection Customer makes any modifications to the design of the site layouts or Interconnection Facility routes after execution of this GIA, Interconnection Customer shall: (1) immediately notify the Parties of such changes; and (2) provide to Transmission Provider

evidence of continued Site Control for land sufficient to accommodate the changes in site layouts and/or Interconnection Facility routes in accordance with the terms of its GIA.

7.2.2.2 Content Requirements -- Demonstrating Site Control for Applicable Interconnection Facilities and Network Upgrades.

In order to demonstrate Site Control for the Interconnection Customer's Interconnection Facilities and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI, Interconnection Customer shall submit a site plan map by the deadline specified in Section 7.2.2.1 of this GIP. Such site plan map shall demonstrate land that is sufficient to accommodate 50% of the total land acreage required for the Interconnection Customer's Interconnection Facilities for the proposed Generating Facility (including the total linear miles for the associated lead line required to electrically interconnect the Generating Facility to the Transmission System) and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), 50% of the total land acreage required for the Transmission Owner's Interconnection Facilities and the Network Upgrades at the POI for the proposed Generating Facility.

The Site Plan submitted in accordance with Section 7.2.2 of this GIP shall identify the specific locations within the site for which Site Control is achieved, and those locations for which Site Control is not yet achieved.

To the extent that the Interconnection Customer intends to locate its Interconnection Facilities in a public right of way, Interconnection Customer shall also submit proof of submission of all requisite state and local permits.

Demonstration of Site Control pursuant to this Section 7.2.2.2 shall conform to any technical and documentation requirements as may be specified in the Generator Interconnection Business Practice Manual.

7.2.3. Effect of Deficiencies in Demonstration of Site Control

In the event that the Interconnection Customer fails to timely satisfy any of the requirements of Sections 7.2.1 and 7.2.2 including subsections, as applicable, Interconnection Customer's Interconnection Request shall be deemed withdrawn as set forth below:

(i) If Interconnection Customer fails to submit all of the documentation and information required by the applicable deadline, Interconnection Customer's Interconnection Request shall immediately be deemed withdrawn as of the date of such deadline without any cure period. Transmission Provider shall provide Interconnection Customer with notice of such withdrawal.

(ii) If Interconnection Customer has timely submitted all information required by an applicable deadline but the Transmission Provider determines after review that such submission does not meet the requirements of this GIP, Interconnection Customer's Interconnection Request shall be deemed withdrawn in accordance with Section 3.6 of this GIP.

7.3 Duration of the Definitive Planning Phase

The Definitive Planning Phase will include the following three phases:

(i) Definitive Planning Phase I

(ii) Definitive Planning Phase II

(iii) Definitive Planning Phase III.

7.3.1 Definitive Planning Phase I

The Definitive Planning Phase I will start on a defined, periodic basis. The Definitive Planning Phase I will include the following steps:

(i) Attachment X, Appendix 10 Model Review (10 Business Days)

(ii) Preliminary System Impact Study (65 Calendar Days)

(iii) Interconnection Customer Decision Point I (15 Business Days)

In addition, Interconnection Customer may request that the Transmission Provider or applicable Transmission Owner initiate the Interconnection Facilities Study during Definitive Planning Phase I. If Interconnection Customer, Transmission Owner and Transmission Provider agree that such Interconnection Facilities Study should be performed during Definitive Planning Phase I, the Transmission Provider or Transmission Owner conducting the study shall begin the Interconnection Facilities Study during Definitive Planning Phase I.

The Transmission Provider shall establish a date agreeable to Interconnection Customer and Transmission Owner for a Kick-Off Meeting, and such date shall be one (1) Business Day prior to the kick-off of the Definitive Planning Phase I of that cycle published on the MISO public website, unless mutually agreed upon by MISO, the Transmission Owner(s) and the Interconnection Customer(s). MISO, the Interconnection Customer(s), and the Transmission Owner(s) must attend the Kick-Off Meeting. MISO shall use Reasonable Efforts to include any other Affected Systems in the Kick-off Meeting.

The Transmission Provider must ensure that project information during the Kick-Off meeting is anonymized and does not reveal the identity or

commercial information of interconnection customers with submitted requests.

All withdrawal and modification requests must be submitted within 24 hours of the conclusion of the kick-off meeting prior to the start of the DPP process.

During the Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the Group Study.

7.3.1.1 Purpose

The Definitive Planning Phase I is designed to provide Interconnection Customers or MHVDC Connection Customers with a preliminary detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System. Prior to the completion of the Preliminary System Impact Study, each impacted Transmission Owner shall make a non-binding indication as to whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Preliminary System Impact Study. A Transmission Owner's non-binding self-fund election will be included in the Preliminary System Impact Study. Upon completion of the Preliminary System Impact Study, Transmission Provider will provide a detailed reliability analysis, pursuant to Section 7.3.1.5, to each Interconnection Customer or MHVDC Connection Customer that has an Interconnection Request in the Definitive Planning Phase I. Upon receipt of the Preliminary System Impact Study, the Interconnection Customer can either proceed to Definitive Planning Phase II or withdraw its Interconnection Request pursuant to Section 7.3.1.4 of this Attachment X.

7.3.1.2 Model Building and Point of Interconnection Review

Before starting the preliminary Interconnection System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. Interconnection Customer and Transmission Owner may recommend changes to the study model by providing a completed Interconnection Study Model Review Form, Appendix 10 to the GIP within ten (10) Business Days after receipt of the study models. Proposed changes will be incorporated in the study models after mutual agreement between Interconnection Customer or MHVDC Connection Customer, Transmission Owner and Transmission Provider, such agreement not to be unreasonably withheld. Transmission Provider shall thereafter begin the Preliminary System Impact Study. Failure of Interconnection Customer or MHVDC Connection Customer to provide the completed Interconnection Study Model Review Form within ten (10) Business Days will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

7.3.1.3 Scope of the Preliminary System Impact Study

The Preliminary System Impact Study shall evaluate the impact of the proposed Interconnection Request(s) in the Definitive Planning Phase I on the reliability and safety of the Transmission System. The Preliminary System Impact Study will consider the Base Case as well as all generating and MHVDC facilities (and with respect to subpart iv below, any identified Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, Shared Network Upgrades, or, if such upgrades have been determined, upgrades on Affected Systems, associated with such higher queued Interconnection Requests) that, on the date the Preliminary System Impact Study is commenced: (i) are interconnected to the Transmission System or

Distribution System; (ii) are interconnected or queued to interconnect to Affected Systems and may have an impact on the Interconnection Request; (iii) have Interconnection Request is part of the same group; and (iv) have executed a GIA or a pending unexecuted GIA on file at FERC or a TCA pursuant to which Transmission Provider has granted Injection Rights.

The Preliminary System Impact Study will consist of a power flow analysis. If Transmission Provider determines in accordance with Good Utility Practice that any voltage stability analysis is needed, the Preliminary System Impact Study may include voltage stability analysis. The Preliminary System Impact Study will also include analysis needed to determine the Generating Facility's reactive power capability required to maintain the Transmission Owner's voltage schedule and power factor criteria at the Point of Interconnection.

Determination of the full scope of the Preliminary System Impact Study in the Definitive Planning Phase I will be on a non-discriminatory basis per the methodologies listed in the Generator Interconnection Business Practices Manual. The Transmission Provider or Transmission Owner performing the Preliminary System Impact Study shall complete such study within sixty-five (65) Calendar Days.

The Preliminary System Impact Study will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Preliminary System Impact Study will provide a preliminary list of facilities (including

Interconnection Facilities, Connection Facilities, Network Upgrades, Generator Upgrades, Common Use Upgrades, and Shared Network Upgrades) that are required as a result of the Interconnection Request and a preliminary non-binding good faith estimate of cost and a non-binding good faith estimated time to construct. For purposes of determining necessary interconnection facilities and network upgrades, the Preliminary System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider determines that it will not meet the required time frame for completing the Preliminary System Impact Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Preliminary System Impact Study

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Preliminary System Impact Study will be posted for

Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.1.4 Interconnection Customer Decision Point I

All Interconnection Customers or MHVDC Connection Customers with Interconnection Requests in the Definitive Planning Phase I will pass through Interconnection Customer Decision Point I. The Interconnection Customer Decision Point I will last for fifteen (15) Business Days beginning with the receipt of the Preliminary System Impact Study analysis including estimated upgrades and costs, as applicable. Transmission Provider shall notify all Interconnection Customers or MHVDC Connection Customers at the beginning of Interconnection Customer Decision Point I that the Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days to decide whether it wants to proceed to the Definitive Planning Phase II or withdraw its Interconnection Request. The Transmission Provider shall provide written notice to each Interconnection Customer in a Definitive Planning Phase Group Study or ERAS confirming whether they are included in a JTIQ Screening Group and whether its Interconnection Request has qualified for inclusion in a JTIQ Participation Group prior to the beginning of Interconnection Customer Decision Point I. If the Transmission Provider determines that such Interconnection Request will be included in a JTIQ Participation Group, the notification shall include an estimate of the per-MW Generator Charge for such Interconnection Requests based on the latest available data on JTIQ Upgrade cost, the Potential MW Total projected for such JTIQ Portfolio. During Interconnection Customer Decision Point I, an Interconnection Customer

or MHVDC Connection Customer may waive its right to elect the option to build or may defer the decision to the deadlines specified in Sections 7.3.2.5 & 7.3.3.5; failure to provide a written response will be deemed to be a deferral. During Interconnection Customer Decision Point I, an Interconnection Customer or MHVDC Connection Customer may reduce the size of its Interconnection Request by as much as 100 percent through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment. However, because NR Interconnection Service includes an equivalent amount of ER Interconnection Service, a reduction in NRIS level will not reduce the ERIS level unless a corresponding reduction in ERIS level is requested. The total amount of NRIS requested shall not exceed the amount of ERIS requested. The required Definitive Planning Phase II Milestone calculation shall be based on the DPP Phase I results. If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request during, or any time before, the end of Interconnection Customer Decision Point I, then the Transmission Provider will refund Interconnection Customer 40% of Definitive Planning Phase I milestone (M2) and any remaining study deposits pursuant to Section 7.6. Any withdrawal during the Definitive Planning Phase I, but prior to Interconnection Customer Decision Point I, will neither be processed nor deemed withdrawn until Interconnection Customer Decision Point I. If an Interconnection Customer included in the JTIQ Participation Group reduces the size of Interconnection Request, the Transmission Provider shall determine whether such Interconnection Request continues to meet the criteria for inclusion in the JTIQ Participation Group and inform such Interconnection Customer of this determination not later than the start of Decision Point II.

If the Interconnection Customer or MHVDC Connection Customer decides to proceed to the Definitive Planning Phase II, then it will be required to pay Definitive Planning Phase II milestone (M3), pursuant to Section 7.3.1.4.1, prior to the end of Interconnection Customer Decision Point I.

If the Transmission Provider does not receive written confirmation from Interconnection Customer or MHVDC Connection Customer on whether it wants to proceed to the Definitive Planning Phase II or withdraw its Interconnection Request, during the Interconnection Customer Decision Point I, the Transmission Provider will deem the Interconnection Request as withdrawn without any cure period, provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal, and refund Interconnection Customer's Definitive Planning Phase I milestone (M2) less the amount of Automatic Withdrawal Penalty and any remaining study deposits pursuant to Section 3.6. If the Transmission Provider does not receive Definitive Planning Phase II (M3) milestone payment during the Interconnection Customer Decision Point I, the Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of such failure. Upon receipt of such notice, the Interconnection Customer or MHVDC Connection Customer shall have three (3) Business Days to provide the Definitive Planning Phase II (M3) milestone payment after which period the Transmission Provider will deem the Interconnection Customer or MHVDC Connection Customers as withdrawn without any further cure period if the Definitive Planning Phase II (M3) milestone payment has not been received. After Interconnection Customer or MHVDC Connection Customer enters the Definitive Planning Phase II, the Definitive Planning Phase I (M2) milestone payment becomes 100% non-refundable, pursuant

to Section 7.8 and Section 7.6.2.1.

Transmission Provider shall notify any Affected System Operator(s) of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of Decision Point I.

7.3.1.4.1 Definitive Planning Phase II Milestone (M3) Calculation.

The Definitive Planning Phase II milestone (M3) will be in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015). Interconnection Customers and MHVDC Connection Customers may replace cash milestone payments with a letter of credit or surety bond reasonably acceptable to Transmission Provider and may replace letters of credit or surety bonds with cash. The Definitive Planning Phase II milestone (M3) will be the greater of twenty percent (20%) of the amount of Network Upgrades, excluding JTIQ Upgrades, identified in the Preliminary System Impact Study less the amount previously provided at M2 or $1,000/MW.

7.3.2 Definitive Planning Phase II

The Definitive Planning Phase II start the next day after the fifteen (15) Business Days Interconnection Customer Decision Point I window

expires.

The Definitive Planning Phase II will include the following steps:

(i) Model Review Period (6 Business Days)

(ii) Revised System Impact Study (75 Calendar Days)

(iii) Interconnection Customer Decision Point II (15 Business Days)

Transmission Owner shall complete the Interconnection Facilities Study within ninety (90) Calendar Days. The Interconnection Facilities Study may be initiated during Definitive Planning Phase I, in accordance with Section 7.3.1 of this GIP. To the extent the Interconnection Facilities Study is performed during Definitive Planning Phase II, such study shall be performed concurrently with tasks (i) – (iii).

7.3.2.1 Purpose

The Definitive Planning Phase II is designed to provide Interconnection Customers and MHVDC Connection Customers a revised and a detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase I. Except as otherwise provided in Section 5.8, prior to the completion of the Revised System Impact Study, each impacted Transmission Owner shall indicate whether the Transmission Owner intends to self-fund each specific Network Upgrade and System Protection Facility identified in the Revised System Impact Study. A Transmission Owner's self-fund election will be included in the Revised System Impact Study. Except as otherwise provided in Section 5.8, the Transmission Owner's failure to provide its indication prior to the completion of the Revised System Impact Study shall constitute a waiver of the Transmission Owner's option to elect to self-fund each Network Upgrade and System Protection Facility identified in the Revised System

Impact Study. Upon completion of the Revised System Impact Study, Transmission Provider will provide a detailed reliability analysis, pursuant to Section 7.3.2.5, to each Interconnection Customer or MHVDC Connection Customer that has an Interconnection Request in the Definitive Planning Phase II. Upon receipt of the Revised System Impact Study, the Interconnection Customer or MHVDC Connection Customer can either proceed to Definitive Planning Phase III or withdraw its Interconnection Request pursuant to Section 7.3.2.4 of this Attachment X.

7.3.2.2 Model Building

Before starting the Revised System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. The Transmission Provider will update the study models built during Definitive Planning Phase I, pursuant to Section 7.3.1.2, by removing all Interconnection Requests that did not proceed to the Definitive Planning Phase II. The Transmission Provider will distribute the revised study models to the Transmission Owner and Interconnection Customer or MHVDC Connection Customer for final review. Any comments or corrections from the Transmission Owner or Interconnection Customer or MHVDC Connection Customer to the revised study models must be submitted to the Transmission Provider within six (6) Business Days after receipt of the revised study models. Should the Transmission Owner or Interconnection Customer or MHVDC Connection Customer fail to provide feedback on the revised study models within six (6) Business Days, Transmission Provider will deem the models acceptable. Transmission Provider shall thereafter begin the Revised System Impact Study.

7.3.2.3 Scope of the Interconnection System Impact Study

The Revised System Impact Study shall provide an updated, detailed

analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase I. The Revised System Impact Study shall follow the procedures as the Preliminary System Impact Study described in Definitive Planning Phase I Section 7.3.1.3, as well as include a short circuit analysis and stability analysis. Transmission Provider shall include in the Revised System Impact Study an analysis of the upgrades on Distribution System, if applicable, and Affected Systems if available. If Affected Systems analysis is not available for inclusion in the Revised System Impact Study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. If Transmission Provider determines in accordance with Good Utility Practice that any such analyses are needed, any stability analysis performed in a Revised System Impact Study may include transient stability, large and small signal, sub-synchronous stability, dynamic voltage stability, mid- and long-term stability, voltage flicker analyses and excessive neutral current. Transmission Provider shall utilize existing studies to the extent practicable in performing the Revised System Impact Study. For purposes of determining necessary Interconnection Facilities Network Upgrades, and responsibility for JTIQ Upgrades, the Revised System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. The Transmission Provider or Transmission Owner performing the Revised System Impact Study shall complete such study within seventy-five (75) Calendar Days.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider, or Transmission Owner

where a Transmission Owner is performing the study, determines that it will not meet the required time frame for completing the Revised System Impact Study, Transmission Provider or Transmission Owner where a Transmission Owner is performing the study, shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Revised System Impact Study.

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider or Transmission Owner's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Revised System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.2.3.1 Additional Analysis Applicable to Interconnection Requests in a JTIQ Screening Group.

In addition to the analyses specified in Section 7.3.2.3 of this GIP, Interconnection Requests that: (1) are included in a JTIQ Screening Group (including ERAS projects not otherwise subject

to Transmission Provider's three-phase DPP) and not located in the MISO South Region as such region is defined by as the Generator Interconnection Business Practices Manual (BPM-015), and (2) are part of the JTIQ Participation Group and located in the MISO South Region: shall be subject to the following additional analysis.

a. **Expanded Scope Analysis**: The Transmission Provider shall analyze the potential impacts of Interconnection Request on SPP's transmission system that are i) located within five (5) substations for facilities with a nominal operating voltage under 200kV, two (2) substations for facilities with a nominal operating voltage between 200 and 300 kV, and one (1) substation for facilities with a nominal operating voltage greater than 300 kV, from any substation that is part of the Transmission System; and ii) have greater than or equal to ten percent (10%) distribution factor on one or more facilities that are part of SPP's transmission system. An Interconnection Request that qualifies for and is subject to this Expanded Scope Analysis shall not be required to undergo analysis by SPP of impacts to its transmission system beyond those identified in the Expanded Scope Analysis or the Supplemental Affected System Analysis as described in Section 7.3.2.3.1(b) of this GIP.

If the Transmission Provider's Expanded Scope Analysis identifies an Interconnection Request as having impacts to SPP's transmission system that meets or exceed the foregoing distribution factor thresholds, the applicable Interconnection Customer(s) shall enter into an appropriate agreement with SPP or the applicable transmission owner to address such impacts in accordance with SPP's rules and

procedures.

b. Supplemental Affected System Analysis: If the Transmission Provider determines that the Potential MW Total, including the current Group Study, exceeds the Target MW value for the applicable JTIQ Portfolio, SPP shall perform a study to determine if any Supplemental Upgrades are required to address impacts to its transmission system from one or more Interconnection Customers and provide the results of this analysis to the Transmission Provider prior to the beginning of Decision Point II. Calculation of the Potential MW Total and the Supplemental Affected System Analysis shall be performed in accordance with Section 9.4.2(e)(iii) of Rate Schedule 6 (MISO-SPP JOA).

If the Supplemental Affected System Analysis indicates that Supplemental Affected System Upgrades are required for an Interconnection Request, then:

(1) the applicable Interconnection Customer(s) shall enter into an appropriate agreement with SPP, or the applicable SPP transmission owner, to address such impacts in accordance with SPP's rules and procedures; and

(2) Transmission Provider shall compare the costs of such Supplemental Affected System Upgrades to the Threshold Charge in the manner described in Section 9.4.2.(e)(iii)(a)(ii)(a)-(c) of Rate Schedule 6 (MISO-SPP JOA).

(3) The Transmission Provider, in coordination with SPP, shall establish a cost criterion in dollars per megawatt ($/MW) pursuant to Section 9.4.2.(e)(iii)(a)(ii)(a)-(c) of Rate Schedule 6 (MISO-

SPP JOA). Where the costs assigned to an Interconnection Request for upgrades identified through the Supplemental Affected System Analysis, excluding costs identified through the Expanded Scope Analysis, exceed the cost criterion, the Interconnection Request shall be exempt from charges for the JTIQ Upgrades. Otherwise, the Interconnection Request shall be obligated to pay a portion of the JTIQ Upgrade.

7.3.2.4 Interconnection Customer Decision Point II

All Interconnection Customers and MHVDC Connection Customers with Interconnection Requests in the Definitive Planning Phase II will pass through Interconnection Customer Decision Point II. The Interconnection Customer Decision Point II will last for fifteen (15) Business Days beginning with the receipt of the Revised System Impact Study analysis, including Expanded Scope Analysis where applicable. Transmission Provider shall provide to Interconnection Customers any Affected System analysis, including estimated upgrades and costs as applicable received from the applicable Affected System as of the date that the Transmission Provider is required to complete its Revised System Impact Study analysis. In the event that Affected Systems analysis has not been received by the Transmission Provider by this time, the Transmission Provider shall provide such analysis to Interconnection Customers promptly upon receipt but shall not delay the Interconnection Customer Decision Point or Phase III studies. Transmission Provider shall notify all Interconnection Customers and MHVDC Connection Customers at the beginning of Interconnection Customer Decision Point II that the Interconnection Customer or MHVDC Connection Customer shall have fifteen (15) Business Days to decide whether it wants to proceed to the Definitive Planning Phase III or withdraw its Interconnection Request.

During Interconnection Customer Decision Point II, an Interconnection Customer or MHVDC Connection Customer may reduce the size of its Interconnection Request for ERIS by as much as an additional ten percent (10%) compared to what was studied in DPP Phase II, through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment. Additionally, an Interconnection Customer may request to reduce the amount of NRIS by as much as 100% independent of any requested reduction in ERIS. However, because NR Interconnection Service includes an equivalent amount of ER Interconnection Service, a reduction in NRIS level will not reduce the ERIS level unless a corresponding reduction in ERIS level is requested. The total amount of NRIS requested shall not exceed the amount of ERIS requested. The required M4 milestone calculation shall be based on the DPP Phase II results. If an Interconnection Customer included in the JTIQ Participation Group reduces the size of Interconnection Request, the Transmission Provider shall determine whether such Interconnection Request continues to meet the criteria for inclusion in the JTIQ Participation Group and inform such Interconnection Customer of this determination through the Revised System Impact Study report.

If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request during, or any time before, the end of Interconnection Customer Decision Point II, then the Transmission Provider will refund Interconnection Customer's Definitive Planning Phase II milestone (M3) and any remaining study deposits pursuant to Section 7.8. Any withdrawal during the Definitive Planning Phase II, but prior to Interconnection Customer Decision Point II, will neither be processed nor deemed withdrawn until Interconnection

Customer Decision Point II.

If the Interconnection Customer or MHVDC Connection Customer decides to proceed to the Definitive Planning Phase III, then it will be required to pay Definitive Planning Phase III milestone (M4), pursuant to Section 7.3.2.4.1, as well as provide evidence of continued Site Control for the proposed Generating Facility prior to the end of Interconnection Customer Decision Point II pursuant to Section 7.2.2.

If the Transmission Provider does not receive written confirmation from Interconnection Customer or MHVDC Connection Customer on whether it wants to proceed to the Definitive Planning Phase III or withdraw its Interconnection Request, during the Interconnection Customer Decision Point II, the Transmission Provider will deem the Interconnection Request as withdrawn without any cure period, provide written notice to Interconnection Customer or MHVDC Connection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal, and refund Interconnection Customer's Definitive Planning Phase II milestone (M3) and any remaining study deposits pursuant to Section 7.6. If the Transmission Provider does not receive Definitive Planning Phase III (M4) milestone payment during the Interconnection Customer Decision Point II, the Transmission Provider shall provide written notice to Interconnection Customer or MHVDC Connection Customer of such failure. Upon receipt of such notice, the Interconnection Customer or MHVDC Connection Customer shall have three (3) Business Days to provide the Definitive Planning Phase III (M4) milestone payment after which period the Transmission Provider will deem the Interconnection Customer or MHVDC Connection Customers as withdrawn without any further cure period if the Definitive Planning Phase III milestone (M4) payment has not been received. After

Interconnection Customer or MHVDC Connection Customer enters the Definitive Planning Phase III, the Definitive Planning Phase III (M4) milestone payment becomes 100% non-refundable, pursuant to Section 7.8.

Transmission Provider shall notify Affected System Operator(s) of a potential Affected System impact caused by an Interconnection Request within ten (10) Business Days of the completion of Decision Point II.

7.3.2.4.1 Definitive Planning Phase III Milestone (M4) Calculation.

The Definitive Planning Phase III milestone (M4) will be in the form of either cash, irrevocable letter of credit or surety bond reasonably acceptable to Transmission Provider. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date. The Transmission Provider may establish additional requirements for what constitutes a surety bond, including but not limited to, duration satisfaction, demand timeframe and issuer requirements through the Generator Interconnection Business Practices manual (BPM-015). Interconnection Customers and MHVDC Connection Customers may replace cash milestone payments with a letter of credit or surety bonds and may replace letters of credit or surety bond with cash. The Definitive Planning Phase III milestone (M4) will be thirty percent (30%) of the amount of Network Upgrades identified in the Revised System Impact Study, not including costs associated with JTIQ Upgrades, less any payments made as M2 and M3, but in no event shall the M4 be less than zero dollars.

7.3.2.4.2 True-down of Milestone Payments.

Within ten (10) Business Days from the start of Definitive Planning Phase III, Transmission Provider shall notify the Interconnection Customer if the total posted M3 and M4 milestone payments (*i.e.*, the sum of the M3 and M4 payments) for the Interconnection Request exceed thirty percent (30%) of the total Network Upgrade cost assigned to such Interconnection Request in the Revised System Impact Study, excluding the JTIQ Generator Charge. Transmission Provider shall refund such excess amounts to the Interconnection Customer as soon as practicable.

7.3.2.5 Scope of Interconnection Facilities Study.

The first portion of the Interconnection Facilities Study focusing on the Interconnection Facilities or the Connection Facilities for the project will start no later than the first day of Definitive Planning Phase II in accordance with Section 7.3.2 of this GIP. This portion of the Interconnection Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities or the Connection Facilities, including cost estimates that the Transmission Owner will impose if the Interconnection Customer elects to build (e.g. oversight or management costs). Within 10 Business Days of the Interconnection Customer's receipt of the draft Interconnection Facilities Study, unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the Interconnection Customer shall either elect the option to build or waive the option to build. If the Interconnection Customer elects the option to build, at the same time it makes that election, it must also supply completed cost estimates for Exhibits A7 and A8 as described in Business Practices Manual 15 for the Interconnection Facilities and Stand-Alone Network Upgrades that it has elected to build. Failure to provide a written response or a failure to provide the required cost estimates will be deemed

to be a waiver of the Interconnection Customer's option to build. Nothing in this Section shall be interpreted to prohibit an Interconnection Customer from, with Transmission Owner's consent, from waiving its option to build at a later time prior to GIA execution, but an Interconnection Customer is not entitled to reverse its waiver. The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request shall complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days. The Transmission Provider or applicable Transmission Owner shall perform the detailed analysis. The Interconnection Facilities Study will also identify any potential control equipment for (1) requests for Interconnection Service that are lower than the Generating Facility Capacity, and/or (2) requests to study a Generating Facility that includes at least one electric storage resource using operating assumptions according to the Transmission Provider's fuel dispatch methodology in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015).

7.3.3 Definitive Planning Phase III

The Definitive Planning Phase III will start the day after the expiration of the fifteen (15) Business Day Interconnection Customer Decision Point II.

The Definitive Planning Phase III will include the following steps:

(i) Model Review (6 Business Days)

(ii) Final System Impact Study (50 Calendar Days)

(iii) Interconnection Facilities Study for Network Upgrades (90 Calendar Days)

7.3.3.1 Purpose

The Definitive Planning Phase III is designed to provide Interconnection

Customers and MHVDC Connection Customers a final, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation and MHVDC assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase II. For each specific Network Upgrade and System Protection Facility that the Transmission Owner did not elect to self-fund as a part of the Revised System Impact Study, the Transmission Owner shall not be permitted to further revise its election after the completion of the Revised System Impact Study. For each specific Network Upgrade and System Protection Facility that the Transmission Owner elected to self-fund as a part of the Revised System Impact Study, each impacted Transmission Owner shall confirm or revise its self-fund election prior to the completion of the Final System Impact Study. In the event that a new Network Upgrade or System Protection Facility is identified in the Final System Impact Study that had not previously been identified in the Revised System Impact Study, each impacted Transmission Owner shall make a binding indication as to whether the Transmission Owner intends to self-fund the new Network Upgrade and System Protection Facility prior to the completion of the Final System Impact Study. A Transmission Owner's self-fund election will be included in the Final System Impact Study. Except as otherwise provided in Section 5.8, a Transmission Owner's failure to provide its self-fund election prior to the completion of the Final System Impact Study shall constitute a waiver of the Transmission Owner's option to self-fund each Network Upgrade and System Protection Facility identified in the Final System Impact Study. Upon completion of the Final System Impact Study, the Transmission Owner(s) to whose facilities the Interconnection Customer or MHVDC Connection Customer proposes to interconnect will perform Facilities Study pursuant to Section 7.3.3.5. Upon completion of the Interconnection Facilities Study, Transmission

Provider will tender a draft *pro forma* Generator Interconnection Agreement to the Interconnection Customer and Transmission Owner.

7.3.3.2 Model Building

Before starting the Final System Impact Study, Transmission Provider will distribute the study models to Interconnection Customer or MHVDC Connection Customer and Transmission Owner. The Transmission Provider will update the study models built during Definitive Planning Phase II, pursuant to Section 7.3.2.2, by removing all Interconnection Requests that did not proceed to the Definitive Planning Phase III. The Transmission Provider will distribute the revised study models to the Transmission Owner and Interconnection Customer or MHVDC Connection Customer for final review. Any comments or corrections from the Transmission Owner or Interconnection Customer or MHVDC Connection Customer to the revised study models must be submitted to the Transmission Provider within six (6) Business Days after receipt of the revised study models. Should the Transmission Owner or Interconnection Customer or MHVDC Connection Customer fail to provide feedback on the revised study models within six (6) Business Days, Transmission Provider will deem the models acceptable. Transmission Provider shall thereafter begin the Final System Impact Study.

7.3.3.3 Scope of the Final System Impact Study

The Final System Impact Study shall provide a final, detailed analysis of their Interconnection Request's impact on the reliability of the Transmission System after incorporating updated generation assumptions due to potential withdrawal of Interconnection Requests during Definitive Planning Phase II. The Final System Impact Study shall follow the procedures as the Revised System Impact Study described in Definitive Planning Phase II Section 7.3.2.3 and additional JTIQ analysis described

in Section 7.3.2.3.1, where applicable. Transmission Provider, or Transmission Owner if a Transmission Owner is conducting the study, shall include in the Final System Impact Study any Affected System results and information regarding network upgrades provided in the Affected System's study report, if available from the applicable Affected System. If the Affected System's study report is not available for inclusion in the Final System Impact Study, the Transmission Provider shall provide such analysis separately when received from the applicable Affected System. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Final System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. Transmission Provider shall utilize existing studies to the extent practicable in performing the Final System Impact Study.

If requested by the Interconnection Customer, the Transmission Provider or Transmission Owner performing the Preliminary, Revised, and Final System Impact Study shall evaluate, as part of the applicable System Impact Study, the use of static synchronous compensators, static VAR compensators, advanced power flow control devices, transmission switching, synchronous condensers, voltage source converters, advanced conductors, and tower lifting. The requesting Interconnection Customer shall timely provide Transmission Provider with the requisite model information to allow Transmission Provider to evaluate the requested technology. The Transmission Provider or applicable Transmission Owner shall evaluate each requested alternative transmission technology and determine whether the above technologies should be used, consistent with Good Utility Practice, Applicable Reliability Standards, and Applicable Laws and Regulations, as an alternative to traditional network

upgrades. Transmission Provider shall include an explanation of the results of the Transmission Provider's evaluation for each technology in the applicable System Impact Study report. The Transmission Provider or Transmission Owner's evaluation will be completed pursuant to the provisions set forth in the Generator Interconnection Business Practices Manual.

The Final System Impact Study will start the day after the completion of the Model Review in the Definitive Planning Phase III. Transmission Provider, or Transmission Owner if a Transmission Owner is performing the study, shall complete the Final System Impact Study within fifty (50) Calendar Days.

At the request of Interconnection Customer or MHVDC Connection Customer, or at any time Transmission Provider determines that it will not meet the required time frame for completing the Final System Impact Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer regarding the following:

(i) Schedule status of the Final System Impact Study.

(ii) Estimated completion date and an explanation of the reasons why additional time is required.

(iii) Revised cost estimate of study deposits with an explanation of the reasons why cost estimates were revised. Interconnection Customer or MHVDC Connection Customer shall then provide within thirty (30) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

A draft Final System Impact Study will be posted for Interconnection Customers for a comment window. Transmission Provider will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

7.3.3.4 Scope of Interconnection Facilities Study.

The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request may begin the second portion of the Interconnection Facilities Study for that Network Upgrade prior to the completion of the Final System Impact Study. The Interconnection Customer(s) responsible for a Network Upgrade may request that the second portion of the Interconnection Facilities Study begin after the completion of Interconnection Customer Decision Point II and prior to the completion of the Final System Impact Study. The Transmission Owner to whose facilities Interconnection Requests propose to connect or whose facilities are impacted by an Interconnection Request Transmission Owner shall start the second portion of the Interconnection Facilities Study no later than the day following the posting of the Final System Impact Study report and, if applicable, the Affected System's final study report, provided that Transmission Provider has submitted to the applicable Transmission Owner(s) an executed statement of work and purchase order. This phase will identify estimates for the cost and time required to build necessary Network Upgrades that are identified in the Final System Impact Study. The Transmission Owner conducting the study shall complete this portion of the Interconnection Facilities Study within ninety (90) Calendar Days from the start date of the Interconnection Facilities Study.

The Interconnection Facilities Study, in its entirety, shall specify and estimate the cost of the required equipment, engineering, procurement and construction work needed to implement the Network Upgrades and Interconnection Facilities or Connection Facilities identified in the Final System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facilities or the Connection Facilities to the Transmission or Distribution System, as applicable, as well as that equipment, to the extent known and available in accordance with Section 3.5 of these GIP, required by Affected Systems to accommodate the interconnection of the Generating Facility or the MHVDC Transmission Line.

The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Owner's Interconnection Facilities or Connection Facilities and Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and to the extent known and available in accordance with Section 3.5 of the GIP, upgrades on Affected Systems necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Interconnection Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

The Interconnection Customer shall enter into a facilities construction agreement with any neighboring transmission provider for network upgrades identified in the Affected System analysis.

7.3.3.5 Interconnection Facilities Study Procedures.

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.5 of this GIP. Transmission Provider and applicable Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The Interconnection Facilities Study for an Interconnection Request shall be typically performed as a Group Study with respect to Common Use Upgrades and/or Interconnection Facilities or Connection Facilities common to more than one Interconnection Request.

At the request of Interconnection Customer or MHVDC Connection Customer or at any time that the Transmission Provider or applicable Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer as to the schedule status of the Interconnection Facilities Study. If the applicable Transmission Owner is unable to complete the Interconnection Facilities Study within the time required, such Transmission Owner shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. If the applicable Transmission Owner is unable to complete the Interconnection Facilities Study with the study deposit provided by Interconnection Customer or MHVDC Connection Customer, Transmission Provider shall notify Interconnection Customer or MHVDC Connection Customer and provide a revised cost estimate with an explanation of the reasons why. Interconnection Customer or MHVDC Connection Customer shall then provide within fifteen (15) Calendar Days of Transmission Provider's notice, an additional deposit equal to the difference between the initial and revised cost estimate. Failure of

Interconnection Customer or MHVDC Connection Customer to provide this additional deposit will result in withdrawal of the Interconnection Request pursuant to Section 3.6 of this GIP.

Transmission Owner shall provide to Transmission Provider a draft Interconnection Facilities report at the conclusion of the Interconnection Facilities Study. A draft Interconnection Facilities Study will be posted by Transmission Provider for Interconnection Customers for a comment window. Transmission Provider and Transmission Owner will address questions and comments that are submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

Interconnection Customer or MHVDC Connection Customer and Transmission Owner may, within fifteen (15) Calendar Days after receipt of the draft Interconnection Facilities report and supporting documentation, provide written comments to Transmission Provider, which Transmission Provider shall include in the final Interconnection Facilities report. If the draft Interconnection Facilities report contains a Stand-Alone Network Upgrade, unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the cost estimate shall include the cost that the Transmission Owner will impose if the Interconnection Customer elects to build (e.g. oversight or management costs). Unless the Interconnection Customer has waived its option to build under Section 7.3.1.4, the Interconnection Customer shall either elect the option to build or waive the option to build Stand-Alone Network Upgrades identified in the second portion of the Interconnection Facilities Study within 15 calendar days of receiving the draft Interconnection Facilities report. If the Interconnection Customer elects the option to

build, at the same time it makes that election, it must also supply completed cost estimates for Exhibits A7 and A8 as described in the Business Practices Manual 15 for the Stand-Alone Network Upgrades that it has elected to build. Failure to provide a written response or a failure to provide the required cost estimates will be deemed to be a waiver of the Interconnection Customer's option to build. Nothing in this Section shall be interpreted to prohibit an Interconnection Customer, with Transmission Owner's consent, from waiving its option to build at a later time prior to GIA execution, but an Interconnection Customer is not entitled to reverse its waiver. If Interconnection Customer elects to build, Transmission Provider shall include that election in the final Interconnection Facilities report. Transmission Provider shall issue the final Interconnection Facilities report and supporting documentation within ten (10) Calendar Days of receiving the Interconnection Customer's or the MHVDC Connection Customer's comments or promptly upon receiving Interconnection Customer's or the MHVDC Connection Customer's statement that it will not provide comments. Transmission Provider may reasonably extend such fifteen-day period upon notice to Interconnection Customer or MHVDC Connection Customer if the Interconnection Customer's or the MHVDC Connection Customer's comments require Transmission Provider or the applicable Transmission Owner to perform additional analyses or make other significant revisions prior to the issuance of the final Interconnection Facilities Report. Upon request, Transmission Provider or the applicable Transmission Owner shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation, work papers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1. Interconnection Customer or MHVDC Connection Customer shall maintain as confidential any information that is provided by Transmission

Provider or the applicable Transmission Owner and identified as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with Section 13.1.

7.4 Meeting with Transmission Provider.

Within ten (10) Business Days of providing draft GIA or TCA appendices and, as applicable, associated draft appendices for the related FCA(s) and/or MPFCA(s) and supporting documentation to Interconnection Customer, Transmission Owner and Interconnection Customer may meet to discuss the results of the Interconnection Facilities Study.

7.5 Interconnection Study Restudy.

If a restudy of any Interconnection Study is required because an Interconnection Request within its respective Definitive Planning Phase cycle withdraws after the commencement of Phase III but prior to the tender of GIAs under Section 11.2.1 of this GIP, Transmission Provider shall provide notice of its intent to perform a final Interconnection Study restudy as necessary. The Transmission Provider's notice of a final Interconnection Study restudy shall include a summary of a preliminary analysis supporting the need for an Interconnection Study restudy, an explanation of why an Interconnection Study restudy is required and a good faith estimate of the cost to perform the Interconnection Study restudy. The Interconnection Study restudy shall be performed subject to the GIP and Business Practices Manuals in effect at the time notice is provided by Transmission Provider. Interconnection Customer or MHVDC Connection Customer shall notify Transmission Provider within five (5) Business Days whether Interconnection Customer or MHVDC Connection Customer wishes to proceed with the Interconnection Study restudy or withdraw its Interconnection Request. Transmission Provider shall deem Interconnection Customer's or MHVDC Connection Customer's failure to notify Transmission Provider to proceed to

perform the Interconnection Study restudy as Interconnection Customer's or MHVDC Connection Customer's withdrawal of its Interconnection Request in accordance with Section 3.6 of this GIP. Any withdrawal after the five (5) Business Day withdrawal window referenced above shall be treated as a post-GIA withdrawal for the purposes of Automatic Withdrawal Penalty under Section 7.6.2.1.1 of this GIP. Transmission Provider or the applicable Transmission Owner shall complete such Interconnection Study restudy no later than sixty (60) Calendar Days from the date of notice. If an Interconnection Customer or MHVDC Connection Customer withdraws after the Interconnection Study restudy report is issued, Transmission Provider shall reallocate the costs of any remaining Network Upgrades, as necessary. In no event shall the Transmission Provider or the applicable Transmission Owner perform more than one (1) Interconnection Study restudy.

7.6 Refunds

7.6.1 Refunds of Study Deposits

Transmission Provider shall charge and Interconnection Customer or MHVDC Connection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to, except as otherwise provided herein, the Interconnection Customer. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer or MHVDC Connection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer or MHVDC Connection Customer has paid all undisputed amounts in compliance herewith.

All charges associated with performing Interconnection Studies, during all three phases of the Definitive Planning Phase, are the responsibility of Interconnection Customers or MHVDC Connection Customers with active Interconnection Requests during each respective Definitive Planning Phase.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time before the end of Interconnection Customer Decision Point I, the Transmission Provider will refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposits. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, during Definitive Planning Phase I but before Interconnection Customer Decision Point I is responsible for its pro rata portion of the group Interconnection Study costs for Definitive Planning Phase I. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request, or is deemed to be withdrawn, prior to the expiration of Interconnection Customer Decision Point I will not be responsible to fund any Interconnection Studies that take place during or after the start of the Definitive Planning Phase II of the GIP.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time after Interconnection Customer Decision Point I, but before the expiration of the Interconnection Customer Decision Point II, then the Transmission Provider will refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposits. Any Interconnection Customer or MHVDC Connection Customer that

withdraws its Interconnection Request, or is deemed to be withdrawn, during Definitive Planning Phase II but before Interconnection Customer Decision Point II is responsible for its pro rata portion of the group Interconnection Study costs for Definitive Planning Phase II. Any Interconnection Customer or MHVDC Connection Customer that withdraws its Interconnection Request prior to the expiration of Interconnection Customer Decision Point II will not be responsible to fund any Interconnection Studies that take place during or after the start of Definitive Planning Phase III of the GIP.

If the Interconnection Customer or MHVDC Connection Customer withdraws its Interconnection Request any time during Definitive Planning Phase III of the GIP, and if the Transmission Provider determines that an Interconnection Study restudy is required, then the withdrawing Interconnection Customer or MHVDC Connection Customer will be responsible to fund all such restudies in Definitive Planning Phase III of the GIP, up to the amount of that Interconnection Customer's total study deposit. However, if the Transmission Provider determines that no Interconnection Study restudy is required due to the withdrawal of Interconnection Customer's or MHVDC Connection Customer's Interconnection Request, then the withdrawing Interconnection Customer or MHVDC Connection Customer will not be responsible to fund any further Interconnection Studies during Definitive Planning Phase III of the GIP and the Transmission Provider shall refund to the Interconnection Customer or MHVDC Connection Customer any unused portion of the study deposit paid to enter the Definitive Planning Phase.

7.6.2 Refunds of Definitive Planning Phase Milestones (M2, M3, M4)

7.6.2.1 Refunds of Definitive Planning Phase entry milestone (M2)

Interconnection Customers and MHVDC Connection Customers are eligible to receive one hundred percent (100%) refund of the Definitive Planning Phase entry milestone (M2) only when the Interconnection Request is withdrawn or deemed withdrawn prior to the start of Definitive Planning Phase I or when Transmission Provider has completed review of Site Control sufficiency pursuant to Section 7.2.1.3 of the GIP and the Interconnection Request is deemed withdrawn due to Site Control deficiencies. Interconnection Customers and MHVDC Connection Customers are eligible to receive refund of forty percent (40%) of the Definitive Planning Phase entry milestone (M2) only when the Interconnection Request is withdrawn or deemed withdrawn during Definitive Planning Phase I or at any time before or at the end of Interconnection Customer Decision Point I. The remaining 60% of the Definitive Planning Phase entry milestone (M2) becomes non-refundable pursuant to Section 7.6.2.1.1 and 7.8 of the GIP. If the Interconnection Request is withdrawn any time after the Interconnection Customer Decision Point I, then the entire Definitive Planning Phase entry milestone (M2) becomes non-refundable pursuant to Section 7.6.2.1.1 and 7.8 of the GIP.

7.6.2.1.1 Calculation of the Automatic Withdrawal Penalty

Interconnection Customer shall be subject to an Automatic Withdrawal Penalty if it withdraws its Interconnection Request, or the Interconnection request is deemed withdrawn pursuant to section 7.2.1.3 or section 3.6 of the GIP. Interconnection Customer shall not be subject to an Automatic Withdrawal Penalty if it withdraws its Interconnection Request, or the Interconnection Request is deemed withdrawn prior to commencement of Definitive Planning Phase I.

(a) If Interconnection Request is withdrawn or deemed withdrawn during Definitive Planning Phase I or at any time before or at the end of Interconnection Customer Decision Point I, the Interconnection Customer shall be charged ten percent (10%) of the Definitive Planning Phase entry milestone (M2).

(b) If the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point I and before or at the end of Interconnection Customer Decision Point II, the Interconnection Customer shall be charged thirty-five percent (35%) of the Definitive Planning Phase entry milestone (M2).

(c) If the Interconnection Request is withdrawn or deemed withdrawn after Interconnection Customer Decision Point II and before the end of the Definitive Planning Phase III, the Interconnection Customer shall be charged seventy five percent (75%) of the Definitive Planning Phase entry milestone (M2).

(d) If the Interconnection Request is withdrawn or deemed withdrawn after start of the Generator Interconnection Agreement (GIA) negotiations (within 5 days of posting of the Final System Impact Study report) the Interconnection Customer shall be charged one hundred percent (100%) of the Definitive Planning Phase entry milestone (M2).

7.6.2.2 Refund of Definitive Planning Phase II milestone (M3)

Interconnection Customers and MHVDC Connection Customers are eligible to receive one hundred percent (100%) refund of the Definitive Planning Phase II milestone (M3) only when the Interconnection Request

is withdrawn or deemed withdrawn after Interconnection Customer Decision Point I and before or at the end of Interconnection Customer Decision Point II. If the Interconnection Request is withdrawn any time after the end of Interconnection Customer Decision Point II, then the Definitive Planning Phase II milestone (M3) becomes non-refundable pursuant to Section 7.8 of the GIP.

7.6.2.3 Refund of Definitive Planning Phase II milestone (M4)

If the Interconnection Customer or MHVDC Connection Customer decides to withdraw its Interconnection Request any time after entering the Definitive Planning Phase III, then the Definitive Planning Phase III milestone (M4) becomes non-refundable pursuant to Section 7.8 of the GIP.

7.6.2.4 Withdrawal and refund due to increase in Network Upgrade costs

Milestone payments will be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws because the total Network Upgrade cost estimates in the Revised System Impact Study increased by more than fifty percent (50%) and more than $10,000 per MW over the Preliminary System Impact Study as a result of Transmission Provider, or Transmission Owner error that is identified prior to the finalization of the revised System Impact Study report. To obtain a refund, Interconnection Customer must withdraw at the end of Interconnection Customer Decision Point II.

Milestone payments will be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws because the total Network Upgrade cost estimates in the Final System Impact Study increased by more than thirty-five percent (35%) and more than $10,000

per MW over the Revised System Impact Study as a result of Transmission Provider, Affected System (to the extent available) or Transmission Owner error that is identified prior to the finalization of the Final System Impact Study report. To obtain a refund, Interconnection Customer must withdraw within five Business Days of posting the results of the Final System Impact Study.

Milestone payments less Automatic Withdrawal Penalty amount will also be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws and the total Network Upgrade cost estimates in the Interconnection Facilities Study increased by more than thirty-five percent (35%) and more than $10,000 per MW over the Network Upgrade cost estimates in the Final System Impact Study. To obtain a refund, Interconnection Customer must withdraw within five Business Days of posting the results of the Interconnection Facilities Study.

Milestone payments less Automatic Withdrawal Penalty amount will also be refunded in the event the Interconnection Customer or MHVDC Connection Customer withdraws within the later of five (5) Business Days of the results of the study or at the end of an Interconnection Customer Decision Point, if applicable, of results indicating designated increases in estimated upgrade costs across the following intervals:

1. DPP Phase I to DPP Phase II
    a. An increase in MISO Network Upgrade costs from Phase I to Phase II of at least 50%, and more than $10,000 per MW from the Preliminary SIS to the Revised SIS.
2. DPP Phase II to DPP Phase III
    a. An increase in the combined Network Upgrade and Affected System costs from Phase II to the start of GIA negotiation of

thirty-five percent (35%) and more than $15,000 per MW from the Revised SIS (including and Affected Systems results received during DPP Phase II) to any Final SIS and Affected Systems results received prior to the start of GIA negotiations.

7.7 Applicability of Definitive Planning Phase Milestone Payments (M2, M3, and M4) to Generator Interconnection Agreement Initial Payment, Transmission Connection Agreement Initial Payment, or construction agreement security

In the event the Interconnection Customer has elected to make its milestones in the form of cash, Transmission Provider will transfer the Definitive Planning Phase milestones to the appropriate Transmission Owner to satisfy the initial payment requirement of the Generator Interconnection Agreement, TCA or other applicable service agreement within forty-five (45) Calendar Days of the effective date of the Generator Interconnection Agreement, TCA or other applicable service agreement.

Provided that the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement, the Transmission Provider shall refund Milestone cash payments exceeding the initial payment requirement to the Interconnection Customer, MHVDC Connection Customer or the applicable Transmission Owner upon Interconnection Customer's or MHVDC Connection Customer's request with Transmission Owner's consent, within forty-five (45) Calendar Days of the later effective date of the Generator Interconnection Agreement, TCA, other applicable service agreements or construction agreements. In the event the milestone payments are less than the initial payment requirement, the Interconnection Customer or MHVDC Connection Customer shall be responsible for the remaining payment to the Transmission Owner.

In the event milestone payments were provided pursuant to an irrevocable letter of

credit or surety bond such letter of credit or surety bond shall be released upon satisfaction of the later initial payment requirement in the Generator Interconnection Agreement, TCA, other applicable service agreements or construction agreements, and with Transmission Owner's consent, provided that the Interconnection Customer has not requested withdrawal, is deemed withdrawn, or is pending termination of its applicable service agreement.

7.8 Use of Definitive Planning Phase Entry At Risk Milestone Payments (M2, M3 and M4) or Payments of Withdrawn Projects

Upon completion of the Definitive Planning Phase III and after any subsequent restudy performed after Definitive Planning Phase III, Transmission Provider will determine the financial impact of withdrawn projects on each remaining Interconnection Request in the same cycle. This financial impact will be determined using the following two-step method.

Step 1: Transmission Provider first determines the cost of upgrades that are shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades.

For projects that withdrew before the completion of Interconnection Customer Decision Point I with at-risk milestones, the Transmission provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Preliminary System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer

Decision Point I but before the completion of Interconnection Customer Decision Point II with at-risk milestones, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Revised System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point II with at-risk milestones or payments, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that were co-participants in Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the last study the withdrawing project was included in and the subsequent study.

For each of the step 1 comparisons, if the comparative planning level cost analysis indicates that a project withdrawal causes an increase in financial impact to any remaining co-participants, a financial impact analysis will be performed to determine if the overall costs to the remaining co-participants subsequently increased, those remaining co-participants will be credited using the milestones, and/or payment(s) made under a GIA, FCA, or MPFCA that were forfeited by the withdrawn Interconnection Customers or MHVDC Connection Customers in the same cycle.

Step 2: Transmission Provider will calculate the financial impact to each

remaining Interconnection Request that is obligated to fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades.

For projects that withdrew before the completion of Interconnection Customer Decision Point I with at-risk milestones, the Transmission provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Preliminary System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point I but before the completion of Interconnection Customer Decision Point II with at-risk milestones, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the Transmission Provider shall compare the planning level cost allocation between the Revised System Impact Study and the Final System Impact Study.

For projects that withdrew after the completion of Interconnection Customer Decision Point II with at-risk milestones or payments, the Transmission Provider will determine the costs that were shifted from withdrawn projects to remaining projects that fund Network Upgrades other than Common Use Upgrades or Shared Network Upgrades. In order to determine whether a withdrawal caused overall financial impact to those remaining Interconnection Requests, the

Transmission Provider shall compare the planning level cost allocation between the Final System Impact Study and the subsequent restudy. For each of the Step 2 comparisons, if any portion of the comparative analyses indicates that the withdrawal of a project causes an increase in the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests, the Transmission Provider will use the Definitive Planning Phase at-risk milestones (M2, M3 and M4), collected from the withdrawn Interconnection Requests in the current Definitive Planning Phase cycle and/or payment(s) made under a GIA, FCA, or MPFCA, to offset the cost difference for those remaining Interconnection Requests in the same cycle. If any portion of the comparative analyses indicated that the withdrawal of a project causes a decrease in the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests, those remaining Interconnection Customers and MHVDC Connection Customers shall not receive any reimbursement from the collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA. If any portion of the comparative analyses indicates that the withdrawal of a project causes the total cost of Network Upgrades, other than Common Use Upgrades or Shared Network Upgrades, for any of the remaining Interconnection Requests to remain the same, those remaining Interconnection Customers and MHVDC Connection Customers shall not receive any reimbursement from the collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA.

The total allocation to any remaining Interconnection Requests will not exceed the total Definitive Planning Phase milestones collected from the Interconnection Customers and MHVDC Connection Customers that withdrew their Interconnection Requests from the same Definitive Planning Phase cycle and/or the allowable amount from the payment(s) made under a GIA, FCA, or MPFCA. In instances where the total cost of Network Upgrades has increased for multiple

Interconnection Requests, but the collected Definitive Planning Phase milestones and/or the allowable amount from the payment(s) made under a GIA, FCA, or MPFCA are insufficient to cover the increase in total cost of Network Upgrades for all affected Interconnection Requests, the Transmission Provider will allocate the collected Definitive Planning Phase milestones equally as a percentage of increased Network Upgrade costs.

If any collected Definitive Planning Phase milestones and/or payment(s) made under a GIA, FCA, or MPFCA remain after allocating to remaining affected Interconnection Requests, the Transmission Provider will refund the remaining collected Definitive Planning Phase at-risk milestones to each Interconnection Customer and MHVDC Connection Customer in proportion to that customer's forfeited milestone payments as a *pro rata* share of the total collected Definitive Planning Phase milestones and/or payments made under a GIA, FCA, or MPFCA.

The amount of the payment(s) made under a GIA, FCA, or MPFCA that can be used to compensate for financial impact under this Section cannot exceed the amount of the Interconnection Customer's or MHVDC Connection Customer's Definitive Planning Phase milestones.

7.8.1 Use of the Automatic Withdrawal Penalty Payments

For each DPP study group, Transmission Provider shall hold all Automatic Withdrawal Penalty funds until all Interconnection Customers in that study group have either: (1) withdrawn or been deemed withdrawn; (2) executed a GIA; or (3) requested a GIA to be filed unexecuted. Any Automatic Withdrawal Penalty funds collected from each DPP study group shall be allocated towards studies cost and Network Upgrade costs for Interconnection Customers in the same study group that have executed the GIA or requested the GIA to be filed unexecuted.

Automatic Withdrawal Penalty funds shall be distributed to the Interconnection Customers in the same DPP study group that executed their GIA or requested to have their GIA filed unexecuted following the last Effective Date of any GIA for an Interconnection Request in the study group. The amount of Automatic Withdrawal Penalty funds distributed to an Interconnection Customer shall not exceed the total study costs and Network Upgrade costs.

Transmission Provider shall post the balance of Automatic Withdrawal Penalty funds held by Transmission Provider but not yet dispersed on its OASIS site and update this posting on a quarterly basis.

7.9 Provisional Generator Interconnection Agreement

The Transmission Provider may provide a provisional Generator Interconnection Agreement for limited operation at the discretion of Transmission Provider based upon the results of available studies that indicate that there is a level of interconnection that can occur without any additional Network Upgrades. An Interconnection Customer may request such Provisional Generator Interconnection Agreement by providing written notice to the Transmission Provider beginning upon Interconnection Request submission and up to and through Interconnection Customer Decision Point II (Section 7.3.2.4 of this GIP). An Interconnection Customer that qualifies for inclusion in a JTIQ Participation Group shall execute or request the unexecuted filing of the JTIQ Commitment Agreement concurrently with their provisional GIA and, if tendered, the SPP JTIQ Service Agreement. If the SPP JTIQ Service Agreement has not been tendered to Interconnection Customer by the time such Interconnection Customer executes or rests the unexecuted filing of the provisional Generator Interconnection Agreement, the provisional Generator Interconnection Agreement shall include a milestone in Appendix B requiring the Interconnection Customer

to execute or request the unexecuted filing of such agreement within fifteen (15 days after it is tendered).

If scheduled Interconnection Customer Decision Point I, Interconnection Customer Decision Point II, or the Interconnection Facilities Study for Network Upgrades becomes delayed by more than sixty (60) Calendar Days, Interconnection Customers may also request a Provisional Generator Interconnection Agreement from Transmission Provider. A request for a Provisional Generator Interconnection Agreement at any other time shall be deemed invalid by the Transmission Provider.

All provisions of the Definitive Planning Phase (Section 7 of this GIP) apply, except as provided in Section 7.9.1. After receiving a request for a Provisional Generator Interconnection Agreement, the Transmission Provider will begin the first portion of the Interconnection Facilities Study as discussed in Section 7.3.3.4 and will perform a Provisional Interconnection Study. After completing required studies, the Transmission Provider will issue a draft Provisional Generator Interconnection Agreement pursuant to Section 11.2.

7.9.1 Additional Definitive Planning Phase Requirements for Provisional Generator Interconnection Agreements

Interconnection Customers seeking a Provisional Generator Interconnection Agreement must submit Definitive Planning Phase II and Definitive Planning Phase III Milestones (M3 and M4). If M3 and M4 have not been calculated at the time of Interconnection Customer's request for a Provisional Generator Interconnection Agreement, M3 and M4 shall each be initially $8,000 per MW. The Transmission Provider shall then calculate the M3 and M4 as provided in Sections 7.3.1.4.1 and 7.3.2.4.1. If the actually calculated M3 and M4 values are higher than the M3 and M4 previously paid, Interconnection Customer shall pay any difference

between the M3 and M4 previously paid and the actually calculated values within thirty (30) Calendar Days of those amounts being calculated by the Transmission Provider. Failure to pay any difference between the calculated M3 and M4 and the initially paid M3 and M4 within thirty (30) Calendar Days shall result in automatic withdrawal of the Interconnection Request. If the actually calculated M3 and M4 values are lower than the M3 and M4 previously paid, Transmission Provider shall refund any difference between the M3 and M4 previously paid and the actually calculated values.

7.9.2 Consent to Proceed Through Definitive Planning Phase Decision Points

Interconnection Customers seeking a Provisional Generator Interconnection Agreement automatically consent to the Transmission Provider moving the Interconnection Request through Definitive Planning Phases II and III without regard to Interconnection Customer Decision Point II unless notification of withdrawal is provided to the Transmission Provider.

7.9.3 Withdrawal

Interconnection Customers seeking a Provisional Generator Interconnection Agreement are eligible to receive one hundred percent (100%) refund of all Definitive Planning Phase milestones (M2, M3, and M4) only when the Interconnection Request is withdrawn prior to the start of Definitive Planning Phase I and unencumbered study deposits remaining, except as noted in Section 4.1.2.3. Interconnection Customers seeking a Provisional Generator Interconnection Agreement at the time of Interconnection Request submission may withdraw before the end of Interconnection Customer Decision Point I and Transmission Provider will refund forty percent (40%) of the Definitive Planning Phase entry

milestone (M2), all of the Definitive Planning Phase Milestone payments M3 and M4, and unencumbered study deposits remaining. Sixty percent (60%) of the Definitive Planning Phase entry Milestone (M2) becomes non – refundable pursuant to section 7.6.2.1.1 and Section 7.8 of the GIP. After Interconnection Customer Decision Point I, Interconnection Customers seeking a Provisional Generator Interconnection Agreement may withdraw from the Transmission Provider's interconnection queue at any time, but all Definitive Planning Phase milestones (M2, M3, and M4) become non-refundable pursuant to section 7.6.2.1.1 and Section 7.8, and will be used in accordance to Section 7.8 and Section 7.8.1. Interconnection Customers seeking a Provisional Generator Interconnection Agreement shall not be eligible for any milestone payment refunds provided under Section 7.6.2.4.

7.9.4 Reversion to Standard Definitive Planning Phase Process

Interconnection Customers seeking a Provisional Generator Interconnection Agreement may notify Transmission Provider before and during Interconnection Customer Decision Point I that the Interconnection Customer wishes to revert to the standard Definitive Planning Phase process. Transmission Provider will subsequently refund the Definitive Planning Phase III (M4) milestone payment. Interconnection Customer must then continue to abide by all Definitive Planning Phase requirements.

SECTION 8. TRANSMISSION PROVIDER AS AN AFFECTED SYSTEM

8.1 Applicability.

This Section 8 outlines the duties of Transmission Provider when it receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact Transmission Provider's Transmission System. If applicable, any Joint Operating Agreements

("JOA"), Joint Planning Agreements ("JPA") or any other agreements filed with the Commission will govern Transmission Provider's Affected System procedures when Transmission Provider performs an Affected System Study. The sections below outline general procedures in absence of any such Agreement or documentation.

8.2 Response to Notification.

Unless otherwise agreed with an existing JOA/JPA, and other agreements filed with the Commission, as noted in Section 8.1, when Transmission Provider receives notification that an Affected System Interconnection Customer's proposed interconnection to its host transmission provider may impact Transmission Provider's Transmission System, Transmission Provider will perform a screen to determine if a study is needed.

Transmission Provider shall respond in writing within twenty (20) Business Days whether it intends to conduct an Affected System Study. No later than fifteen (15) Business Days after Transmission Provider responds with its affirmative intent to conduct an Affected System Study, Transmission Provider shall share with the host transmission provider a non-binding, good faith estimate of the cost and schedule to complete the Affected System Study. If a study is determined necessary, Transmission Provider and host transmission provider will enter into an Affected System Study Agreement in the form of Appendix 16 to this GIP. Terms of this agreement will include cost, schedule and interconnection request list scope to complete the Affected System Study.

Within fifteen (15) Business Days of receipt of notification of restudy, Transmission Provider shall send written notification to host transmission provider involved in the restudy that Transmission Provider intends to delay a planned or in-progress Affected System Study until after completion of the

restudy. If Transmission Provider decides to delay the Affected System Study, it is not required to meet its obligations under Section 8 of this GIP until the time that it receives notification from the host transmission provider that the restudy is complete. If Transmission Provider decides to move forward with its Affected System Study despite the restudy, then it must meet all requirements under Section 8 of this GIP.

8.3 Affected System Queue Position.

Transmission Provider 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 shall be determined based upon the queue priority date outlined in Joint Operating Agreements, or other affected system agreement accepted by the Commission.

In the event there is no such document between the Transmission Provider and the host transmission provider, the queue priority date will be determined by the date when all milestones for the Affected System Study Agreement are met.

The queue priority date of Interconnection Requests submitted to the Transmission Provider shall be the date of Decision Point I completion of the cluster.

The Affected System Queue Position of the Affected System Interconnection Customer(s) with an earlier queue priority date shall be higher-queued than any interconnection requests that has a later queue priority date.

Consistent with Section 8.6 of this GIP, Transmission Provider shall study the Affected System Interconnection Customer(s) via cluster study methodology, and all Affected System Interconnection Customer(s) studied in the same cluster

under Section 8.6 shall be equally queued. For Affected System Interconnection Customer(s) that are equally queued, the Affected System Queue Position shall 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 shall be allocated among the Affected System Interconnection Customers in accordance with Section 8.7 of this GIP.

8.4 Affected System Study Agreement.

Unless otherwise agreed with an existing JOA/JPA, and other agreements filed with the Commission as noted in Section 8.1, Transmission Provider will enter into an Affected System Study Agreement, in the form of Appendix 16 to this GIP, with the host transmission provider and the host transmission provider will provide payment for study in the form of a deposit. This agreement will include cost, schedule, and interconnection request list scope to complete the Affected System Study as well as payment terms such as deposit, invoicing and any further applicable terms.

Host transmission provider shall execute the Affected System Study Agreement, deliver the executed Affected System Study Agreement to Transmission Provider, and provide the Affected System Study deposit within ten (10) Business Days of receipt.

If Transmission Provider notifies the host transmission provider that it will delay the Affected System Study pursuant to Section 8.2 of this GIP, host transmission provider is neither required to execute and return the previously tendered Affected System Study Agreement nor provide the Affected System Study deposit for the previously tendered Affected System Study Agreement.

If host transmission provider does not provide all required technical data when it delivers the Affected System Study Agreement, Transmission Provider shall notify the deficient host transmission provider of the technical data deficiency within five (5) Business Days of the receipt of the executed Affected System Study Agreement and the deficient host transmission provider shall 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 or deposit for the Affected System Study Agreement.

If the host transmission provider fails to cure any technical data deficiency, execute its Affected System Study Agreement, or provide the deposit, the host transmission provider shall notify Transmission Provider of the specific Affected System Interconnection Customer(s) that caused the deficiency. The deficient Affected System Interconnection Customer(s) shall lose its Affected System Queue Position, and the deficient Affected System Interconnection Customer(s) shall be removed from the Affected System Study Agreement.

If a host transmission provider fails to pay its undisputed costs related to the Affected System Study within thirty (30) Calendar Days of the invoice, host transmission provider shall notify Transmission Provider of the specific Affected System Interconnection Customer(s) that have failed to pay its undisputed costs related to the Affected System Study. The identified Affected System Interconnection Customer(s) shall lose its Affected System Queue Position, and Transmission Provider shall confirm with the host transmission provider of such failure to pay.

8.5 Scope of the Affected System Study.

The Affected System Study Agreement will include interconnection request list as scope, further scope information, study methodology, and study deliverable details for the Affected System Study as well as payment terms such as deposit, invoicing and any further applicable terms. The Affected System Study shall 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 Transmission Provider's Transmission System. The Affected System Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified network upgrades associated with such higher-queued Interconnection Request) that, on the date the Affected System Study is commenced: (i) are directly interconnected to Transmission Provider's Transmission System; (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 Transmission Provider's Transmission System; and (iv) have no queue position but have executed a GIA or requested that an unexecuted GIA be filed with the Commission. Transmission Provider has no obligation to study impacts of Affected System Interconnection Customers of which it is not notified.

The Affected System Study shall consist of a power flow and stability analysis, as well as a short circuit screen. The Affected System Study 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 if the interconnection service on its host transmission provider's transmission system, including a preliminary indication of the cost for Affected System Network Upgrades. For purposes of determining necessary Affected System Network Upgrades, the Affected System Study shall 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 results shall include a list of facilities that are required as a result of Affected System Interconnection Customer's proposed interconnection to another transmission provider's transmission system, as well as a nonbinding good faith estimate of cost responsibility, i.e. the Affected System Network Upgrades. The Affected System Study results will be provided to the host transmission provider in the Affected System Study Report.

8.6 Affected System Study Procedures.

Transmission Provider shall use cluster study methodology in conducting the Affected System Study and shall 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. Transmission Provider shall complete the Affected System Study and provide the Affected System Study Report to the host transmission provider with whom interconnection has been requested within one hundred fifty (150) Calendar Days after the receipt of a valid Affected System Study Agreement and deposit.

Transmission Provider shall post regular status updates regarding all ongoing Affected System Study. If Transmission Provider is unable to complete the Affected System Study within the requisite time period, it shall notify the host transmission provider and shall provide an estimated completion date with an explanation of the reasons why additional time is required. If Transmission Provider does not meet the deadlines in this section, Transmission Provider shall be subject to the financial penalties as described in Section 3.9 of this GIP. Upon request, Transmission Provider shall provide supporting documentation including power flow, short circuit and stability models for the Affected System Study, subject to confidentiality arrangements consistent with Section 13.1 of this GIP.

Transmission Provider must use Energy Resource Interconnection Service

modeling standard used for Interconnection Requests on its own Transmission System for Affected System Study(ies), regardless of the level of interconnection service that Affected System Interconnection Customer is seeking from the host transmission provider with whom it seeks to interconnect.

Transmission Provider shall transmit a draft Affected System Study Report to the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.7 Cost Allocation for Affected System Network Upgrades.

Transmission Provider shall allocate costs for Affected System Network Upgrades identified during the Affected System Study by interconnection request, using a pro rata impact method, consistent with Section 4.2.1 of this GIP. Affected System Interconnection Customers will be responsible to pay their portion of the Affected System Network Upgrades identified during the Affected System Study.

8.8 Restudy.

Transmission Provider shall determine the need for restudy of the Affected System Study as the result of withdrawals of interconnection request from host transmission provider, loss of Affected System Queue Position, or withdrawal of Transmission Provider's higher or equally queued clusters. If restudy of the Affected System Study is required, Transmission Provider shall notify the host transmission provider in writing within thirty (30) Calendar Days of discovery of the need for restudy. Such restudy shall take no longer than ninety (90) Calendar Days from the date of notice. Any cost of restudy shall be borne by the Affected System Interconnection Customer(s) being restudied through the host

transmission provider. Transmission Provider will issue a new version of the Affected System Study Report.

Transmission Provider shall transmit a draft Affected System Study Report to the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.9 Interconnection Facilities Study.

In accordance with Section 7.3.3.4 of this GIP, an Interconnection Facilities Study will be performed by Transmission Owner on any Affected System Network Upgrades identified through the Affected System Study. The host transmission provider will fund the Affected System Network Upgrades facilities study and the study scope, timing and funding will be determined by the Affected System Network Upgrade facilities study agreement. The Interconnection Facilities Study for such Affected System Network Upgrades shall start the day after Transmission Provider submits to the applicable Transmission Owner(s) an executed statement of work and purchase order.

Unless otherwise agreed and in a timely manner, Transmission Provider, Transmission Owner, and host transmission provider will enter into an Affected System Network Upgrade facilities study agreement, in the form of Appendix 17 to this GIP, and the host transmission provider will provide payment for study in the form of a deposit. This agreement will include cost, schedule, and Affected System Network Upgrade(s) list scope to complete the Affected System Network Upgrade facilities study as well as payment terms such as deposit, invoicing and any further applicable terms.

Upon receipt from the Transmission Owner, Transmission Provider shall transmit to the host transmission provider a draft Affected System Network Upgrade facilities study report for Affected System Interconnection Customers for a comment window. A draft Affected System Network Upgrade facilities study report may be posted by the host transmission provider for Affected System Interconnection Customers for a comment window. Transmission Provider and Transmission Owner will address questions and comments submitted during the comment window regarding the report before finalizing the report and results. The comment window will last for at least five (5) Business Days, but no more than ten (10) Business Days.

8.10 Tender of Facilities Construction Agreement to Affected System Interconnection Customer/Multi-Party Facilities Construction Agreement to Affected System Interconnection Customer.

Transmission Provider shall tender to Affected System Interconnection Customer(s) a Facilities Construction Agreement/Multi-Party Facilities Construction Agreement, as applicable, in the form of Appendix 8 or 9 to this GIP within thirty (30) Calendar Days of providing the final Interconnection Facilities Study report. Affected System Interconnection Customer's failure to execute the Facilities Construction Agreement or Multi-Party Facilities Construction Agreement, as applicable, or failure to request the agreement to be filed unexecuted with FERC, shall result in the loss of its Affected System Queue Position. Transmission Provider will drive the negotiation process with Transmission Owner(s) and Affected System Interconnection Customer(s) in accordance with the processes and timelines set forth in Section 11 of this GIP.

SECTION 9. ENGINEERING & PROCUREMENT ("E&P") AGREEMENT.

Prior to executing an GIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Provider shall offer Interconnection Customer, an E&P Agreement that authorizes Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the GIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Definitive Planning Phase Queue Position or In-Service Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

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

SECTION 10. OTHER INTERCONNECTION STUDIES.

10.1 Optional Interconnection Study

10.1.1 Optional Interconnection Study Agreement.

Optional Interconnection Studies are for informational purposes only and are to be completed within an agreed upon time period using Reasonable Efforts. The request for an Optional Interconnection Study can be made on a stand-alone basis or in parallel with the processing of valid Interconnection Request. The request shall describe the assumptions that Interconnection Customer or MHVDC Connection Customer wishes Transmission Provider to study within the scope described in Section 10.1.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, Transmission Provider shall provide to Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that Interconnection Customer or MHVDC Connection Customer must provide for each phase of the Optional Interconnection Study, and (ii) specify Interconnection Customer's or MHVDC Connection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case and assumptions as to the type of Interconnection Service for Interconnection Requests remaining in the Optional Interconnection Study case. Notwithstanding the above, Transmission Provider shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request and shall continue processing the Interconnection Request in accordance with these

GIP.

Interconnection Customer or MHVDC Connection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a deposit equal to sixty thousand dollars ($60,000.00) to Transmission Provider.

10.1.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer or MHVDC Connection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

10.1.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to Transmission Provider within ten (10) Business Days of Interconnection Customer or MHVDC Connection Customer receipt of the Optional

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

10.2 Provisional Interconnection Study

10.2.1 Scope of Provisional Interconnection Study

The Provisional Interconnection Study will consist of stability, short circuit, and voltage analysis to identify issues that would result if the Generating Facility were interconnected without project modifications or system modifications. The Provisional Interconnection Study will also identify the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and the Network Upgrades, and the estimated cost thereof, that may be required to provide Energy Resource Interconnection Service on a provisional basis based upon the results of the Provisional Interconnection Study. Transmission Provider shall use Reasonable Efforts to coordinate the study with any affected systems that

may be affected by the type of Interconnection Service that is being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Provisional Interconnection Study.

10.2.2 Provisional Interconnection Study Procedures

Transmission Provider must receive the information and milestones as described in Sections 7.9 and 7.9.1 prior to beginning the Provisional Interconnection Study. Transmission Provider shall use Reasonable Efforts to complete the Provisional Interconnection Study within a mutually agreed upon time. If Transmission Provider is unable to complete the Provisional Interconnection Study within such time period, it shall notify Interconnection Customer or MHVDC Connection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Actual cost of the Provisional Interconnection Study shall be paid by Interconnection Customer or MHVDC Connection Customer pursuant to Section 7.6.1. Upon request, Transmission Provider shall provide Interconnection Customer or MHVDC Connection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Provisional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

SECTION 11. GENERATOR INTERCONNECTION AGREEMENT (GIA), FACILITIES CONSTRUCTION AGREEMENT (FCA), AND MULTI-PARTY FACILITIES CONSTRUCTION AGREEMENT (MPFCA).

11.1 Tender.

Except as provided in Section 11.1.1, Transmission Provider shall tender to the Interconnection Customer a draft GIA and, as applicable, draft JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), together with draft appendices

completed to the extent practicable, within five (5) Business Days after issuance of the applicable first portion of the Interconnection Facilities Study report and Final System Impact Study report.

Throughout this Section 11, the applicable Interconnection Facilities Study for a GIA shall be the Interconnection Facilities Study that was initiated for that project in DPP Phase II. For EGIAs, this shall be the applicable Interconnection Facilities Study initiated through ERAS. Throughout this Section 11, the applicable Interconnection Facilities Study for a Network Upgrade that is addressed in a FCA or MPFCA shall be the Interconnection Facilities Study performed for that Network Upgrade.

At the request of any Party, and except for Interconnection Requests for an ERAS or ZG Interconnection Request, Transmission Provider shall tender to the Interconnection Customer a draft GIA and, as applicable, JTIQ Service Agreement(s), draft FCA(s), together with draft appendices completed to the extent practicable, within ten (10) Calendar Days of receiving such request, provided such request is received after the completion of Interconnection Customer Decision Point II and issuance of the draft Phase II Interconnection Facilities Study. The draft GIA and, as applicable, draft FCA and the Transmission Provider's JTIQ Service Agreement(s), shall be in the form of the Transmission Provider's current *pro forma*. In the event that SPP's JTIQ Service Agreement has not been provided to Interconnection Customer prior to tender of a draft GIA, the draft GIA shall include a milestone in Appendix B obligating Interconnection Customer to execute or request the unexecuted filing of SPP's JTIQ Service Agreement not later than 15 Calendar Days after such agreement has been tendered to the Interconnection Customer.

11.1.1 Common Use Upgrades and Multi-Party Facilities Construction Agreements.

In the event that the Final System Impact Study report indicates that more than one Interconnection Request causes the need for Network Upgrades or System Protection Facilities, Transmission Provider shall determine whether such Network Upgrades or System Protection Facilities are Common Use Upgrades requiring the use of a MPFCA. No later than ten (10) Calendar Days after issuance of the Final System Impact Study report and the applicable final Interconnection Facilities Study reports for each of the projects that are a part of the MPFCA, Transmission Provider shall tender the draft MPFCA to all Interconnection Customers that create the need and share the responsibility for the Common Use Upgrade. If Transmission Provider determines that an Interconnection Customer should be added to an MPFCA as a party, Transmission Provider shall tender a draft MPFCA to the prospective Interconnection Customer and include the prospective Interconnection Customer in Group Studies as applicable.

Upon the written request of all Interconnection Customers that are Party to the MPFCA, Transmission Provider shall tender the MPFCA within ten (10) Calendar Days of receiving such written request, provided such request is received after issuance of: (i) the Final System Impact Study report; and (ii) the applicable draft Interconnection Facilities Study reports for each of the projects that are a part of the MPFCA.

11.2 Negotiation.

Interconnection Customer and Transmission Owner shall return comments on the draft GIA, and as applicable, JTIQ Service Agreement(s), draft FCA(s) and/or MPFCA(s) within twenty (20) Business Days, or for Interconnection Requests in an ERAS five (5) Business Days, of receipt of the draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s), along with the completion of the parts of the appendices for which Interconnection Customer is responsible. Within ten (10)

Business Days after the comments are submitted, or for Interconnection Requests in an ERAS or seeking ZG Interconnection Service five (5) Business Days, Transmission Provider shall tender a revised draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s) to the Parties, together with draft appendices.

The Parties shall begin negotiations concerning the appendices to the GIA, and, as applicable, FCA(s) and/or MPFCA(s) upon tender of the draft GIA, and as applicable, draft FCA(s) and/or MPFCA(s) to the Parties in accordance with the terms of Section 11.1 of this GIP. Except as provided in Section 11.2.1 of this GIP, Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate the GIA for no more than forty (40) Business Days after issuance of the Final System Impact Study report. For Interconnection Requests in an ERAS or those seeking ZG Interconnection Service twenty (20) Business Days from notice to proceed in Section 3.9.4 or 3.11.3 of these GIP. Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate draft FCA(s) and/or MPFCA(s) for no more than forty (40) Business Days after issuance of the applicable final Interconnection Facilities Study reports applicable to the FCA(s) and/or MPFCA(s) that are subject to negotiation and the Final System Impact Study report.

If Interconnection Customer, Transmission Owner or Transmission Provider determines that negotiations are at an impasse, it may request termination of the negotiations by providing written notice to the other parties at any time after tender of the draft GIA, and, as applicable, JTIQ Service Agreement(s), draft FCA(s) and/or MPFCA(s) pursuant to Section 11.1 and request submission of the unexecuted GIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) with FERC or initiate Dispute Resolution procedures pursuant to Section 13.5. The Interconnection Customer, Transmission Owner or Transmission Provider may request such termination and request for an unexecuted filing during the negotiation period established in this Section 11.2

and under the negotiation period established in Section 11.2.1 of this GIP, as applicable. If an Interconnection Customer requests termination of its negotiations, but within thirty (30) Calendar Days thereafter fails to request the filing of the unexecuted GIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), it shall be deemed to have withdrawn its Interconnection Request.

11.2.1 Optional negotiation period adjustment for Interconnection Facilities Study or Affected Systems Study results.

Except for Interconnection Requests in an ERAS, the Interconnection Customer may postpone the start of the negotiation period for the GIA, and as applicable, draft FCA(s) and/or MPFCA(s), until the later of the issuance of the applicable final Interconnection Facilities Study report or the issuance of the Affected Systems Study Report. Interconnection Customer shall make such election by providing written notice to the Transmission Provider prior to the posting of the Final System Impact Study report. If Interconnection Customer makes such election, Transmission Provider, Transmission Owner, and Interconnection Customer shall negotiate the GIA and as applicable, JTIQ Commitment Agreements, draft FCA(s) and/or MPFCA(s), for no more than forty (40) Business Days after the later of the issuance of the final applicable Interconnection Facilities Study or issuance of the Affected System Study Report.

11.3 Execution and Filing.

Transmission Provider shall provide to Interconnection Customer and Transmission Owner a final GIA, and, as applicable, final JTIQ Service Agreement(s), final FCA(s) and/or final MPFCA(s) prepared for execution by the parties within fifteen (15) Business Days after the completion of the forty (40) Business Day negotiation period in accordance with Section 11.2 of this GIP. For Interconnection Requests for an ERAS or ZG Interconnection Service, the Transmission Provider shall provide to Interconnection Customer and

Transmission Owner a final EGIA or ZGIA within ten (10) Business Days after the completion of the negotiation period in accordance with Section 11.2 of this GIP. Within forty-five (45) Calendar Days of tender of the final GIA or ZGIA, and, as applicable, final JTIQ Service Agreement(s), final FCA(s) and final MPFCA(s), Interconnection Customer and Transmission Owner shall either: (i) execute the tendered GIA or ZGIA, and, as applicable, final JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s); or (ii) request in writing that Transmission Provider file with FERC the GIA or ZGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) in unexecuted form.

If Interconnection Customer has neither executed the GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), nor requested filing of the GIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) in unexecuted form within forty-five (45) Calendar Days, or for Interconnection Requests in an ERAS ten (10) Business Days of tender of the final GIA, and, as applicable, JTIQ Service Agreement(s), final FCA(s) and final MPFCA(s), Interconnection Customer shall be deemed to have withdrawn its Interconnection Request. The Interconnection Customer's forty-five (45) Calendar Day deadline for execution will not reset in the event that an additional change is made to the GIA or ZGIA, JTIQ Service Agreement(s), FCA, or MPFCA after circulation for execution.

Within ten (10) Business Days after receiving from the Interconnection Customer(s) and the Transmission Owner either the executed tendered GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) or the request to file an unexecuted GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), Transmission Provider shall file the GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) with FERC, together with its explanation of any matters as to which Interconnection Customer, Transmission

Owner and Transmission Provider disagree and support for the costs that Transmission Owner proposes to charge to Interconnection Customer under the GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s). An unexecuted GIA or ZGIA, and, as applicable, JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), shall contain terms and conditions deemed appropriate by Transmission Provider for the Interconnection Request.

Within one-hundred and eighty (180) Calendar Days after receipt of the final GIA Interconnection Customer shall provide Transmission Provider with reasonable evidence that one or more of the following milestones in the development of the Generating Facility has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Generating Facility, or a statement signed by an authorized officer from or agent of Interconnection Customer attesting that Interconnection Customer owns the Generating Facility and it is required to serve load; or (v) documentation of application for all necessary state and local air, water, land, federal nuclear, and/or Environmental Law permits and that the application is proceeding per regulations.

11.4 Commencement of Interconnection Activities.

If Interconnection Customer executes the final GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) Transmission Provider, Transmission Owner and Interconnection Customer shall perform their respective obligations in accordance with the terms of the GIA or ZGIA, and, as applicable, tendered JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s), subject to modification by FERC. Unless otherwise agreed by all Parties, upon

submission of an unexecuted GIA or ZGIA, and, as applicable, unexecuted tendered JTIQ Service Agreement(s), unexecuted FCA(s) and/or unexecuted MPFCA(s), the Parties shall promptly comply with the unexecuted GIA or ZGIA, and, as applicable, unexecuted JTIQ Service Agreement(s), unexecuted FCA(s) and/or unexecuted MPFCA(s), subject to modification by FERC. As applicable, compliance with the terms of such unexecuted JTIQ Service Agreement(s), FCA(s) and/or MPFCA(s) or execution and performance under a JTIQ Service Agreement(s), FCA and/or MPFCA will be a requirement under the GIA.

11.5 Special Considerations.

The maximum permissible output of the Generating Facility in the Provisional Generator Interconnection Agreement will be updated on a quarterly basis, and determined by finding the transfer limit of energy commensurate with the analysis for Energy Resource Interconnection Service. This study shall be performed assuming the system topology represented by the base cases used to calculate Available Flowgate Capability as described in Attachment C of this Tariff with dispatch and optimization algorithms posted on the MISO internet site. Limits will be posted on the Transmission Provider's OASIS site, and operation above those limits will be deemed as unauthorized use of the transmission system and subject to provisions in this Tariff surrounding that use. Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Generator Interconnection Agreement including, but not limited to, change in output limits and future Network Upgrade cost responsibilities.

11.6 Quarterly Operating Limit Studies.

Interconnection Customers subject to Quarterly Operating Limits shall be responsible for the cost of performing the required quarterly studies. Interconnection Customers shall submit a Quarterly Operating Limit study deposit in the amount of $10,000 sixty (60) Calendar Days prior to the start of the first applicable binding quarter. Any difference between the study deposit and the

actual cost of the applicable Quarterly Operating Limit studies shall be paid by, or refunded to, the Interconnection Customer. MISO will refund any difference the quarter following the Interconnection Customer no longer being subject to Quarterly Operating Limits.

SECTION 12. CONSTRUCTION OF TRANSMISSION OWNER'S OR AFFECTED SYSTEM TRANSMISSION OWNER'S INTERCONNECTION FACILITIES, SYSTEM PROTECTION FACILITIES, DISTRIBUTION UPGRADES AND NETWORK UPGRADES.

12.1 Schedule.

Transmission Owner, Interconnection Customer, and, as applicable, Interconnection Customers in an MPFCA and a Transmission Owner that is an Affected System and, at its election, Transmission Provider shall negotiate in good faith concerning a schedule for the construction of the Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Network Upgrades, Common Use Upgrades, and the Stand-Alone Network Upgrades, excluding JTIQ Upgrades. Interconnection Customer and Transmission Owner shall each provide the other Parties its detailed construction schedule.

12.2 Construction Sequencing.

12.2.1 General

In general, the In-Service Date of an Interconnection Customer seeking interconnection to the Transmission System will determine the sequence of construction of Transmission Owner's Interconnection Facilities, System Protection Facilities, Distribution Upgrades, if any, and Network Upgrades, including any Common Use Upgrades. If the time required to build the facilities described in the GIA, and, as applicable, FCA(s)

and/or MPFCA(s), excluding JTIQ Upgrades, is greater than the time between execution of the GIA, and, as applicable, FCA(s) and/or MPFCA(s) and the requested In-Service Date, the In-Service Date will be adjusted through the milestones delineated in the GIA, and as applicable, FCA(s) and/or MPFCA(s) appendices prior to the execution of the Generator Interconnection Agreement.

12.2.2 Advance Construction of Network Upgrades, System Protection Facilities, Distribution Upgrades or Generator Upgrades that are an Obligation of an Entity other than Interconnection Customer

An Interconnection Customer with a GIA, and, as applicable, FCA(s) and/or MPFCA(s), in order to maintain its In-Service Date, may request that Transmission Owner advance to the extent necessary the completion of Network Upgrades, System Protection Facilities or Distribution Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than Interconnection Customer that is seeking interconnection to the Transmission System, in time to support such In-Service Date. Upon such request, Transmission Owner will use Reasonable Efforts to advance the construction of such Network Upgrades, System Protection Facilities or Distribution Upgrades, to the extent it is obligated for any such construction, to accommodate such request; provided that Interconnection Customer commits to pay Transmission Owner: (i) any associated expediting costs and (ii) the cost of such Network Upgrades, System Protection Facilities or Distribution Upgrades. Transmission Owner will refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the GIA, and, as applicable, FCA(s) and/or MPFCA(s). Consequently, the entity with a

contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that Transmission Owner has not refunded to Interconnection Customer. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. Transmission Owner shall forward to Interconnection Customer (with copy to Transmission Provider) the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to Interconnection Customer. Transmission Owner then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the GIA, and, as applicable, FCA(s) and/or MPFCA(s).

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

An Interconnection Customer with a GIA, and, as applicable, FCA(s) and/or MPFCA(s), in order to maintain its In-Service Date, may request that Transmission Owner advance to the extent necessary the completion of Network Upgrades, System Protection Facilities or Distribution Upgrades that: (i) are necessary to support such In-Service Date, including those listed as a contingent element in the Interconnection Customer's GIA, and, as applicable, FCA(s) and/or MPFCA(s); and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Owner will use Reasonable Efforts to advance the construction of such Network Upgrades, System Protection Facilities or Distribution Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Owner any associated expediting costs. Interconnection Customer shall be entitled to transmission credits, if any per Attachment FF, for any

expediting costs paid associated with the Network Upgrades.

12.2.4 Amended Interconnection System Impact and/or Interconnection Facilities Study

The Interconnection System Impact Study resulting from the Definitive Planning Phase and/or Interconnection Facilities Study(ies) will be amended to determine the facilities necessary to support the requested In-Service Date. Any amended study will follow the procedures provided in the GIP, as applicable, regarding such study and study cost, and include those transmission and Generating Facilities that are expected to be in service on or before the requested In-Service Date.

SECTION 13. MISCELLANEOUS.

13.1 Confidentiality.

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any Party to another Party prior to the execution of a GIA or ZGIA, and, as applicable, FCA(s) and/or MPFCA(s).

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

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

13.1.1 Scope

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

13.1.2 Release of Confidential Information

No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements) employees, agents, consultants, or to non-parties who may be or considering providing financing to or equity participation with Interconnection Customer or MHVDC Connection Customer, or to potential purchasers or assignees of Interconnection Customer or MHVDC

Connection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights

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

13.1.4 No Warranties

By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care

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

13.1.6 Order of Disclosure

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

13.1.7 Remedies

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

13.1.8 Disclosure to FERC, Its Staff, or a State.

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 C.F.R Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to these GIP, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. The Party is prohibited from notifying the other Parties prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Parties to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. Section 388.112.

Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules and regulations.

13.1.9 Subject to the exception in Section 13.1.8, any information that a disclosing Party claims is competitively sensitive, commercial or financial information ("Confidential Information") shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of

litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under the GIP or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the receiving Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

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

13.1.11 At the Interconnection Customer's or MHVDC Connection Customer's election, Transmission Provider shall cause the party in lawful possession of Confidential Information to, destroy, in a confidential manner, or return the Confidential Information provided at the time of Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

Transmission Provider may use the services of subcontractors as it deems appropriate to perform its obligations under the GIP. Transmission Provider shall remain primarily liable to Interconnection Customer or MHVDC Connection Customer for the performance of such subcontractors and compliance with its

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

13.3 Obligation for Study Costs.

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

In the event Interconnection Customer's or MHVDC Connection Customer's project is withdrawn, terminated or suspended, Transmission Provider shall not be required to refund any unused portion of the study deposit paid to enter the Definitive Planning Phase that is necessary to account for study costs associated with the project or restudy costs associated with any affected lower-queued projects, any other project with which Interconnection Customer's or MHVDC Connection Customer's project shares responsibility for funding a Common Use Upgrade, or, in the event the project is included in a Group Study, any other affected projects in the Group Study. Unused study deposits from the Definitive Planning Phase that are not otherwise required due to the withdrawals,

termination or suspension of the project will be refunded upon Commercial Operation.

13.4 Non-Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer or MHVDC Connection Customer receives notice pursuant to the GIP that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer or MHVDC Connection Customer receives neither the Interconnection Study nor a notice under the GIP within the applicable timeframe for such Interconnection Study, then Interconnection Customer or MHVDC Connection Customer may require Transmission Provider or its agent to utilize a consultant reasonably acceptable to Interconnection Customer or MHVDC Connection Customer and Transmission Provider to perform such Interconnection Study under the direction of Transmission Provider. At other times, Transmission Provider may also utilize a consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer or MHVDC Connection Customer, or on its own volition.

In all cases, use of a consultant shall be in accord with Article 26 of the GIA or ZGIA (subcontractors), and, as applicable, FCA(s) and/or MPFCA(s) and limited to situations where Transmission Provider determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's or MHVDC Connection Customer's pending Interconnection Request and not interfere with the Transmission Provider's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer or MHVDC Connection Customer requests use of a consultant to perform such Interconnection Study, Interconnection Customer or MHVDC

Connection Customer and Transmission Provider shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's or MHVDC Connection Customer's request subject to the confidentiality provision in Section 13.1. In any case, such consultant contract may be entered into with either Interconnection Customer or MHVDC Connection Customer or Transmission Provider at the Transmission Provider's discretion. In the case of (iii), Interconnection Customer or MHVDC Connection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such consultant study. Such consultant shall be required to comply with the GIP, Article 26 of the GIA (subcontractors), and, as applicable, FCA(s) and/or MPFCA(s), and the relevant Tariff procedures and protocols as would apply if Transmission Provider were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. Transmission Provider shall cooperate with such consultant and Interconnection Customer or MHVDC Connection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission.

In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with the GIA or ZGIA, or, as applicable, FCA(s) and/or MPFCA(s), the GIP, or their performance, such Party (the "disputing Party") shall provide the other Parties with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an

informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Parties. 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 non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted in accordance with the dispute resolution procedures of the Tariff. In the event the designated representatives are able to resolve the claim or dispute within the above-described thirty (30) Calendar Day period, the disputing Party shall submit a written explanation of the resolution to the non-disputing Parties and shall obtain the written acknowledgement and acceptance from each non-disputing Party.

Disputes received after the GIA or ZGIA, or, as applicable, FCA(s) and/or MPFCA(s) has been tendered for execution pursuant to section 11.1 of this GIP will not affect any applicable deadline pursuant to Section 11.2 of this GIP.

13.5.2 Non-binding Dispute Resolution

If a Party has submitted a Notice of Dispute pursuant to section 13.5.1, and the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within the thirty (30) Calendar Days provided in that section, and the Parties cannot reach mutual agreement to pursue binding dispute resolution, a Party may request that Transmission Provider engage in non-binding dispute resolution pursuant to this section by providing written notice to the Transmission Provider and other Party ("Request for Non-binding Dispute Resolution"). Such request shall not require the agreement of any other Party to proceed. The process set forth in this section shall serve as an alternative to, and not a replacement of, any other dispute resolution procedures contained within Attachment HH

or otherwise authorized by the Tariff. Within 30 days of receipt of a Request for Non-binding Dispute Resolution pursuant to this Section, the Transmission Provider shall appoint a neutral decision-maker that is an independent subcontractor that shall not have any current or past substantial business or financial relationships with either Party. Unless otherwise agreed by the Parties, the decision-maker shall render a decision within sixty (60) Calendar Days of appointment and shall notify the Parties in writing of such decision and reasons therefore. Such decision-maker shall be authorized only to interpret and apply the provisions of the GIP, GIA or ZGIA, and as applicable, FCA(s) and/or MPFCA(s), and shall have no power to modify or change any provision of the GIP, GIA, ZGIA FCA(s) or MPFCA(s) in any manner. The result reached in this process is not binding, but, unless otherwise agreed, the Parties may cite the record and decision in this Nonbinding Dispute Resolution Process in future dispute resolution processes under the Tariff, including in arbitration, or in a Federal Power Act section 206 complaint. Each Party shall be responsible for its own costs incurred during the process and the cost of the decision-maker shall be divided equally among each Party to the dispute. Non-binding dispute resolutions conducted pursuant to this section shall adhere to any procedural and timing requirements set forth in the Generator Interconnection Business Practices Manual unless all parties to such dispute agree to modify such rules.

13.6 Local Furnishing Bonds.

13.6.1 Transmission Owners That Own Facilities Financed by Local Furnishing Bonds.

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

Code ("local furnishing bonds"). Notwithstanding any other provision of the GIP or GIA, and, as applicable, ZGIA(s), FCA(s) and/or MPFCA(s), Transmission Provider and Transmission Owner shall not be required to provide Interconnection Service to Interconnection Customer or MHVDC Connection Customer pursuant to this GIA or ZGIA and GIP if the provision of such Transmission Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Owner's facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service.

If Transmission Provider determines that the provision of Interconnection Service requested by Interconnection Customer or MHVDC Connection Customer could jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Owner's facilities that would be used in providing such Interconnection Service. Transmission Provider shall notify Transmission Owner who then shall confirm the tax-exempt status of any local furnishing bond(s) used by Transmission Owner and shall advise Interconnection Customer or MHVDC Connection Customer and Transmission Provider within thirty (30) Calendar Days of Transmission Provider's notice to Transmission Owner. Interconnection Customer or MHVDC Connection Customer thereafter may renew its request for interconnection using the process specified in Article 5.2(ii) of the Transmission Provider's Tariff.

SECTION 14. FAST TRACK PROCESS.

14.1 Applicability.

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Transmission System if the

Small Generating Facility is no larger than 5 MW and if the Interconnection Customer's proposed Small Generating Facility meets the codes, standards, and certification requirements of Appendix 3 of this GIP, or Transmission Provider has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

14.1.1 Capacity of the Small Generating Facility

The Interconnection Request shall be evaluated using the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system. However, if the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the Transmission Provider's agreement, with such agreement not to be unreasonably withheld, that the manner in which the Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Transmission Provider's system. If the Transmission Provider does not so agree, then the Interconnection Request must be withdrawn or revised to specify the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system without such limitations. Furthermore, nothing in this section shall prevent a Transmission Provider from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

14.2 Initial Review.

Within fifteen (15) Business Days after Transmission Provider notifies Interconnection Customer it has received a complete Interconnection Request, Transmission Provider shall perform an initial review using the screens set forth below, shall notify Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Transmission Provider's

determinations under the screens.

14.2.1 Screens.

14.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Transmission System or Distribution System that is subject to the Transmission Provider's control under the Tariff.

14.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed fifteen percent (15%) of the line section annual peak load as most recently measured at the relevant substation. A line section is that portion of a Transmission Provider controlled electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

14.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must use an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of five percent (5%) of a spot network's maximum load or 50 kW.

14.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten percent (10%) to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

14.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed eighty-seven and one half percent (87.5%) of the short circuit interrupting capability; nor shall the interconnection proposed for a circuit that already exceeds eighty-seven and one half (87.5%) of the short circuit interrupting capability.

14.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Transmission Provider's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	**Type of Interconnection to Primary Distribution Line**	**Result/Criteria**
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

14.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

14.2.1.8 If the proposed Small Generating Facility is single-phase and is to

be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than twenty percent (20%) of the nameplate rating of the service transformer.

14.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (*e.g.*, three or four transmission busses from the Point of Interconnection).

14.2.1.10 No construction of facilities by Transmission Provider on its own system shall be required to accommodate the Small Generating Facility.

14.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and Transmission Provider will provide Interconnection Customer an executable interconnection agreement within five (5) Business Days after the determination.

14.2.3 If the proposed interconnection fails the screens, but Transmission Provider determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, Transmission Provider shall provide Interconnection Customer an executable interconnection agreement within five (5) Business Days after the determination.

14.2.4 If the proposed interconnection fails the screens, but Transmission Provider

does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless Interconnection Customer is willing to consider minor modifications or further study, Transmission Provider shall provide Interconnection Customer with the opportunity to attend a customer options meeting.

14.3 Customer Options Meeting.

If Transmission Provider determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the Transmission Provider shall notify Interconnection Customer of that determination within five (5) Business Days after that determination and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of the Transmission Provider's determination, Transmission Provider shall offer to convene a customer options meeting with Transmission Provider to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the Transmission Provider's determination, or at the customer options meeting, Transmission Provider shall:

14.3.1 Offer to perform facility modifications or minor modifications to the Transmission System (*e.g.*, changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Transmission System. If the Interconnection Customer agrees to pay for the modifications to the Transmission System, the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within ten (10) Business Days of

the customer options meeting; or

14.3.2 Offer to perform a supplemental review in accordance with Section 14.4 and provide a non-binding good faith estimate of the costs of such review; or

14.3.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the Attachment X Generator Interconnection Procedures.

14.4 Supplemental Review.

14.4.1 To accept the offer of a supplemental review, Interconnection Customer shall agree in writing and submit a deposit for the estimated costs of the supplemental review in the amount of the Transmission Provider's good faith estimate of the costs of such review, both within 15 Business Days of the offer. If the written agreement and deposit have not been received by the Transmission Provider within that timeframe, the Interconnection Request shall continue to be evaluated under the Attachment X Generator Interconnection Procedures unless it is withdrawn by the Interconnection Customer.

14.4.2 The Interconnection Customer may specify the order in which the Transmission Provider will complete the screens in section 14.4.4.

14.4.3 The Interconnection Customer shall be responsible for the Transmission Provider's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Transmission

Provider will return such excess within 20 Business Days of the invoice without interest.

14.4.4 Within thirty (30) Business Days following receipt of the deposit for a supplemental review, the Transmission Provider shall (1) perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the Transmission Provider shall notify the Interconnection Customer following the failure of any of the screens, or if it is unable to perform the screen in section 14.4.4.1, within two Business Days of making such determination to obtain the Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 14.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility (the Attachment X Generator Interconnection Procedures); or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.

14.4.4.1 Minimum Load Screen: Where 12 months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are available, can be calculated, can be estimated from existing data, or determined from a power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small

Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the Transmission Provider shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 14.4.4.

14.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or determining circuit or line section minimum load relevant for the application of screen 14.4.1.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e. 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

14.4.4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the net injection into the Transmission Provider's electric system will be considered as part of the aggregate generation.

14.4.4.1.3 Transmission Provider will not consider as part of the aggregate generation for purposes of this screen generating facility capacity known to be already reflected in the minimum load data.

14.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the

line section can be maintained in compliance with relevant requirements under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.

14.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The Transmission Provider shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.

14.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).

14.4.4.3.2 Whether the loading along the line section is uniform or even.

14.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.

14.4.4.3.4 Whether the proposed Small Generating Facility

incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

14.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

14.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.

14.4.5 If the proposed interconnection passes the supplemental screens in sections 14.4.4.1, 14.4.4.2, and 14.4.4.3 above, the Interconnection Request shall be approved and the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within the timeframes established in sections 14.4.5.1 and 14.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not withdraw its Interconnection Request, it shall continue to be evaluated under the Attachment X Generator Interconnection Procedures consistent with section 14.4.5.3 below.

14.4.5.1 If the proposed interconnection passes the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above and does not

require construction of facilities by the Transmission Provider on its own system, the interconnection agreement shall be provided within ten Business Days after the notification of the supplemental review results.

14.4.5.2 If interconnection facilities or minor modifications to the Transmission Provider's system are required for the proposed interconnection to pass the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above, and the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's electric system, the interconnection agreement, along with a non-binding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within 15 Business Days after receiving written notification of the supplemental review results.

14.4.5.3 If the proposed interconnection would require more than interconnection facilities or minor modifications to the Transmission Provider's system to pass the supplemental screens in sections 14.4.1.1, 14.4.1.2, and 14.4.1.3 above, the Transmission Provider shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the Attachment X Generator Interconnection Procedures unless the Interconnection Customer withdraws its Small Generating Facility.

SECTION 15. PROVISIONS FOR CONNECTION TO HVDC FACILITIES SUBJECT TO SECTION 27A OF THE TARIFF.

Interconnection Requests to HVDC Facilities that are subject to Section 27A of the Tariff shall follow the same process as detailed in Sections 2 through 13 of the GIP, except as specified in this Section 15.

15.1 Availability of ER Interconnection Service and NR Interconnection Service for HVDC Facilities subject to Section 27A of this Tariff.

ER Interconnection Service and NR Interconnection Service are both available for HVDC Facilities subject to Section 27A of this Tariff. In the case where Interconnection Customer identified a point-to-point transmission service request under Section 27A of this Tariff, NR Interconnection Service will qualify the Generating Facility to be designated as a Network Resource so long as (and to the extent that) HVDC Service is confirmed across the HVDC Facilities. NR Interconnection Service will be limited to the confirmed megawatts in the transmission service request. When applicable, the HVDC Service requirement will be listed in Appendix A of the GIA, and such listing will be added during the negotiation phase of the document, as set forth in Section 11.2 of the GIP.

SECTION 16. PROVISIONS FOR OBTAINING INJECTION RIGHTS AND THEIR CONVERSION TO EXTERNAL NETWORK RESOURCE INTERCONNECTION SERVICE

16.1 Request for Injection Rights

MHDVC Connection Customers electing to request Injection Rights on the Transmission System pursuant to the procedures set forth in Section 3.2.3 of Attachment GGG to the Tariff shall make such requests for Injection Rights by submitting to Transmission Provider a completed Interconnection Request in the manner specified by the Generator Interconnection Business Practices Manual (BPM-015). The MHVDC Connection Customer must select "Injection Rights" in Appendix 1 and shall include all other relevant information required by

Appendix 1 and its attachments. Requests for Injection Rights shall be studied and granted by Transmission Provider pursuant to the terms and conditions of the GIP, including requisite milestones and study deposits within the prescribed schedule deadlines.

Injection Rights serve as a pre-certification of the Transmission System's capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, in the specified MW quantity, without degrading the reliability of the Transmission System. Injection Rights do not convey transmission service or Interconnection Service to the MHVDC Connection Customer or any other entity. Any such Injection Rights granted by Transmission Provider, and any increases or reductions to those Injection Rights, shall be documented in Appendix F to the Transmission Connection Agreement. Requests for Injection Rights will be treated similar to requests for Interconnection Service from a queue priority perspective.

16.2 Conversion of Injection Rights to External Network Resource Interconnection Service

Before an Interconnection Customer with an Existing Generating Facility that is external to the Transmission System may offer energy or capacity across the MHVDC Transmission Line into the MISO markets, the Injection Rights granted pursuant to Section 3.2.3 of Attachment GGG to the Tariff and this Section 16 must be converted to external Network Resource Interconnection Service and transferred to that Interconnection Customer. Upon the request of an Interconnection Customer with an Existing Generating Facility for external Network Resource Interconnection Service via the MHVDC Transmission Line, Transmission Provider will convert the Injection Rights to external Network Resource Interconnection Service in an amount up to, but not greater than, the capacity of the MHVDC Transmission Line, and transfer that amount of external Network Resource Interconnection Service to that Interconnection Customer, subject to the conditions set forth below.

Prior to effectuating this conversion, Transmission Provider must receive the following

information:

(a) from the Interconnection Customer seeking conversion:

(i) a request for external Network Resource Interconnection Service pursuant to Appendix 1 of Attachment X, by including the requested MW quantity to be converted and transferred;

(ii) documentation of the agreement between the Interconnection Customer and the MHVDC Connection Customer authorizing the conversion and transfer of the requested amount of Injection Rights;

(iii) documentation that the Interconnection Customer has long-term firm transmission service from the Existing Generating Facility to the Point of Connection, including any transmission service agreements over the MHVDC Transmission Line, that complies with the requirements included in the Service Agreement for Network Resources Interconnection Service for an Existing Generating Facility as set forth in Appendix 13 of Attachment X; and

(b) from the MHVDC Connection Customer that holds the Injection Rights being converted:

(i) documentation of the MHVDC Connection Customer's procedures for the allocation of Injection Rights to Interconnection Customers, which shall be non-discriminatory and consistent with the Commission's approval of the MHVDC Connection Customer's right to charge negotiated (market based) rates for service on the applicable MHVDC Transmission Line.

Upon receipt of the required information, Transmission Provider will convert the requested amount of the MHVDC Connection Customer's Injection Rights into external Network Resource Interconnection Service and grant the external Network Resource Interconnection Service to the Interconnection Customer, subject to the Interconnection Customer executing the Service Agreement for external Network Resource Interconnection Service for an Existing Generating Facility as set forth in Appendix 13 to Attachment X. All terms and conditions of such Service Agreement for external Network Resource Interconnection Service for an Existing Generating Facility and all the terms and conditions of Attachment X,

including the rights to termination of Interconnection Service, shall apply to the Interconnection Customer's external Network Resource Interconnection Service granted under this Article 16. After conversion of the Injection Rights, Transmission Provider shall document any remaining Injection Rights in Appendix F of the MHVDC Connection Customer's Transmission Connection Agreement and shall post the Interconnection Customer's external Network Resource Interconnection Service pursuant to the posting guidelines contained in Attachment X.

A request by an Interconnection Customer for a conversion of Injection Rights into external Network Resource Interconnection Service pursuant to this Section 16.2, shall not require any additional studies in the Definitive Planning Phase to the extent such studies have been performed as part of the MHVDC Connection Customer's request for Injection Rights. To the extent the MHVDC Connection Customer made the Definitive Planning Phase Milestone Payments (M2, M3, and M4) required in connection with its request for Injection Rights and evaluation, an Interconnection Customer obtaining a conversion to external Network Resource Interconnection Service based on the same request for Injection Rights shall not be required to make any additional Milestone Payments to Transmission Provider.

Any conversion to external Network Resource Interconnection Service under this Section 16.2 shall occur within three (3) years from the Commercial Operation Date for the MHVDC Transmission Line, as set forth in Appendix C of the Transmission Connection Agreement. Failure to convert any amount of the Injection Rights to external Network Resource Interconnection Service within the time period specified above shall result in termination of Injection Rights with respect to such unconverted amount. In the event any external Network Resource Interconnection Service obtained pursuant to this Section 16 terminates more than three (3) years after the Commercial Operation Date for the MHVDC Transmission Line, as set forth in Appendix C of the Transmission Connection Agreement, such terminated external Network Resource Interconnection Service may not revert back to Injection Rights.

SECTION 17. FACILITIES SERVICE AGREEMENT.

In the event that the Transmission Owner elects to fund the capital for the Network Upgrades and the Transmission Owner's System Protection Facilities, the Interconnection Customer, Transmission Owner, and Transmission Provider shall enter into a Facilities Service Agreement to memorialize the terms of repayment for those Network Upgrades and Transmission Owner's System Protection Facilities that the Transmission Owner elected to self-fund. The Facilities Service Agreement shall take the form of the *pro forma* Facilities Service Agreement that is included as Appendix 14 of Attachment X of the MISO Tariff. The Facilities Service Agreement shall be subject to the terms and conditions of Attachment X, including the rights to termination of Interconnection Service. The Interconnection Customer and/or the Transmission Owner may request in writing that Transmission Provider file the Facilities Service Agreement with FERC in unexecuted form.

APPENDICES TO GIP

APPENDIX 1	INTERCONNECTION REQUEST FOR A GENERATING FACILITY
APPENDIX 2	RESERVED
APPENDIX 3	CERTIFICATION CODES AND STANDARDS AND CERTIFICATION OF SMALL GENERATOR EQUIPMENT PACKAGES
APPENDIX 4	APPLICATION, PROCEDURES, AND TERMS AND CONDITIONS FOR INTERCONNECTING A CERTIFIED INVERTER-BASED SMALL GENERATING FACILITY NO LARGER THAN 10 KW (“10 KW INVERTER PROCESS”)
APPENDIX 5	OPTIONAL INTERCONNECTION STUDY AGREEMENT
APPENDIX 6	STANDARD GENERATOR INTERCONNECTION AGREEMENT
APPENDIX 7	INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT
APPENDIX 8	FACILITIES CONSTRUCTION AGREEMENT
APPENDIX 9	MULTI-PARTY FACILITIES CONSTRUCTION AGREEMENT
APPENDIX 10	INTERCONNECTION STUDY MODEL REVIEW FORM
APPENDIX 11	MONITORING AND CONSENT AGREEMENT
APPENDIX 12	ENERGY DISPLACEMENT AGREEMENT
APPENDIX 13	EXTERNAL NETWORK RESOURCE INTERCONNECTION SERVICE AGREEMENT
APPENDIX 14	FACILITIES SERVICE AGREEMENT
APPENDIX 15	RESERVED
APPENDIX 16	AFFECTED SYSTEM STUDY AGREEMENT
APPENDIX 17	AFFECTED SYSTEM NETWORK UPGRADE FACILITIES STUDY

AGREEMENT

APPENDIX 18 JTIQ COMMITMENT AGREEMENT

APPENDIX 19 ZG INTERCONNECTION AGREEMENT