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**Appendix C**

**LARGE GENERATOR INTERCONNECTION PROCEDURE (LGIP)**

This Large Generator Interconnection Procedure (“LGIP”) establishes a transparent and orderly process for receiving, studying, and evaluating a request to interconnect a Generating Facility to WWD’s Transmission System. These procedures are designed to promote reliability, safety, planning efficiency, and timely development of infrastructure supporting generation interconnection.

As more fully described in the WWD’s Transmission Owner’s Access Policy (“TOAP”), the Valley Clean Infrastructure Plan (“VCIP”) provides the initially planned components of the WWD Transmission System that WWD is developing and that will be available for generator interconnection under this LGIP. WWD seeks to facilitate interconnection of projects that are sufficiently advanced in development and sized to support efficient use of VCIP transmission infrastructure, thereby supporting efficient infrastructure planning and timely construction of transmission facilities. Since the first Cluster Review Process under this LGIP is being performed in parallel with the WWD process for the development of the WWD Transmission System, WWD reserves the right to modify any of the schedules within this first Cluster Review Process to efficiently coincide with the in-service date of the WWD Transmission System.

Consistent with these objectives, WWD may prioritize interconnection of projects based on planning efficiency, infrastructure timing, development readiness, and consistency with WWD land repurposing objectives and statutory authority. This LGIP includes reasonable conditions on generation interconnection to the WWD Transmission System to facilitate completing VCIP and installing facilities interconnected to VCIP as expeditiously as possible.

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**1.0 Definitions.** Capitalized terms used throughout are defined in Appendix A (Definitions) to the WWD’s TOAP.

**2.0 Scope and Application.**

**2.1 Application.**

This LGIP shall apply to processing an Interconnection Request pertaining to a Generating Facility. The LGIP is part of the WWD’s TOAP. Interconnection Customers are responsible for understanding the requirements of the LGIP and how this LGIP operates within the context of the WWD’s TOAP. WWD will not agree to interconnect any new facilities unless all technical, operational, and contractual requirements are met.

This LGIP shall be reviewed and updated by WWD as needed. WWD reserves the right to modify the terms of this LGIP and its attachments with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation.

Interconnection Requests must satisfy any geographic or eligibility limitations established for the applicable Cluster Request Window.

**2.2 Jurisdiction.**

WWD is not a “public utility” as defined in the Federal Power Act. References in the LGIP and supporting documents to the Federal Power Act, FERC, or FERC regulations or processes under the Federal Power Act will not be construed as invoking or acceding to the jurisdiction of the FERC for any purpose, except where expressly provided by statute.

**2.3 No Applicability to Transmission Service; Requirements for Separate Transmission Service Arrangements.**

Nothing in this LGIP shall constitute a request for transmission service or confer upon an Interconnection Customer any rights to receive transmission or wheeling service on WWD’s Transmission System, including service to the CAISO or another Balancing Authority. WWD’s acknowledgement or acceptance of an Interconnection Request from Interconnection Customer bears no relationship to the Interconnection Customer’s access to or the availability of transmission service, nor does such acknowledgement or acceptance establish any commitments for WWD to provide transmission or wheeling service. Interconnection Service does not convey transmission service, deliverability or capacity rights or status, or congestion revenue rights. The rates, terms, and conditions of transmission or wheeling service would be addressed through separate contractual arrangements with WWD. WWD reserves the right to recover all reasonable costs in connection with provision of any transmission or wheeling service that are not reflected in the costs associated with interconnection.

**2.4 Interconnection Services.**

**2.4.1 Product.**

Interconnection Service allows the Interconnection Customer to physically connect the Generating Facility to WWD’s Transmission System and to be eligible to deliver the Generating Facility’s output to the WWD Transmission System. The amount of Generating Facility output that is permitted to be delivered to WWD’s Transmission System cannot exceed the Interconnection Service Capacity amount specified in the Interconnection Request.

An Interconnection Customer may elect, by indicating such request in its interconnection application, to have its Generating Facility studied as a deliverable or capacity resource that is eligible to provide resource adequacy services within

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the Interconnection Studies and to be eligible for inclusion in any applicable deliverability or capacity allocation process upon WWD's integration into the CAISO or another entity.

Eligibility to receive Interconnection Service and deliver output to the WWD Transmission System does not imply the availability of transmission capacity or convey any deliverability rights.

**2.4.1.1 Studies.**

Interconnection Studies are more fully defined below and may include, but are not limited to, short circuit/fault duty, steady state (thermal and voltage), and stability analyses. Interconnection Studies will identify Interconnection Facilities and the Network Upgrades necessary to accommodate the full output of the proposed Generating Facility. WWD may, in its sole discretion, study the proposed interconnection under peak and non-peak load conditions. The Interconnection Customer is responsible for fully funding all WWD costs, including, but not limited to, administrative, legal, and consultant costs, to perform Interconnection Studies, any re-studies that may be required, and any studies necessitated by Material Modifications to the Interconnection Request.

**2.5 CAISO or Another Balancing Authority Transition.**

In the event WWD's Transmission System is placed under the operational control of CAISO or another Balancing Authority, and incorporated into its tariff, the generator interconnection procedures of that Balancing Authority shall apply to the extent required. Active Interconnection Requests may be transitioned to the applicable procedures of the Balancing Authority. WWD shall use Reasonable Efforts to seek recognition of prior study results and agreements as to cost responsibilities; however, such recognition is subject to the rules of the applicable Balancing Authority. WWD will use Reasonable Efforts to avoid duplicative cost responsibility; provided that final determinations shall be governed by the applicable tariff and rules of the Participating Transmission Owner and/or Balancing Authority.

Any allocation of deliverability or capacity rights or status within a Balancing Authority shall be governed by the tariffs and allocation procedures of the applicable Balancing Authority in effect at the time of integration. Any deliverability or capacity rights or status, if any, will be granted only following participation in, and successful allocation through, the applicable process and satisfaction of all associated requirements.

**3.0 Interconnection Requests.**

**3.1 Interconnection Request Window.**

WWD will hold a Cluster Request Window to enable potential Interconnection Customers to submit Interconnection Requests for Interconnection Service to the WWD Transmission System. WWD will provide no fewer than thirty (30) Calendar Days notice prior to the date the Cluster Request Window will open. The Cluster Request Window will be open for ten (10) Business Days. The notice will specify the exact open and close dates of the Cluster Request Window.

For its initial Cluster Request Window, WWD shall limit eligibility to the Plan Area. WWD may, for any future Cluster Request Window, limit eligibility to projects located within specified geographic areas, including District-controlled lands or the Plan Area, based on development phase, CEQA alignment, land availability, and transmission system configuration.

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A WWD Cluster Request Window shall be treated as a Clustering application window. All eligible projects advancing to Interconnection Studies will be studied together.

An Interconnection Customer shall submit to WWD, during a Cluster Request Window, an Interconnection Request substantially in the form of Appendix 1 to this LGIP (including an application fee in the amount specified below) and an Interconnection Request study deposit of \$30,000. The study deposit will be used to offset WWD's costs, including, but not limited to, administrative, legal, and consultant costs, in processing the Interconnection Request and associated with the Cluster Study Process. An Interconnection Customer shall be responsible for its pro rata share of all actual costs, including, but not limited to, administrative, legal, and consultant costs, associated with WWD administering the Cluster Study Process as provided in Section 5.1 of this LGIP.

The Interconnection Customer shall submit a separate Interconnection Request for each site and may only submit a single Interconnection Request for a single site. Parcels associated with Site Control for an Interconnection Request cannot be used to form Site Control for a separate Interconnection Request within WWD's LGIP.

For purposes of Clustering Interconnection Requests, WWD may propose changes to the requested Point of Interconnection to optimize system configuration and reduce upgrade costs. WWD shall notify Interconnection Customers in writing of any intended changes to the requested Point of Interconnection within the Customer Engagement Window, and the Point of Interconnection shall only change upon mutual agreement.

### **3.2 Valid Interconnection Requests.**

#### **3.2.1 Initiating an Interconnection Request.**

An Interconnection Customer seeking to join a Cluster shall submit its Interconnection Request to WWD within, and no later than the close of, the Cluster Request Window. Interconnection Requests submitted outside of the Cluster Request Window will not be considered. To initiate an Interconnection Request, Interconnection Customer must submit the following:

- i) A non-refundable application fee of \$10,000.
- ii) An initial study deposit of \$30,000, which shall be applied toward actual costs incurred by WWD in administering and performing the Cluster Study Process.
- iii) A completed application in the form of Appendix 1 to this LGIP, including, but not limited to, a preferred Point of Interconnection and all required technical data.
- iv) Demonstration of ninety percent (90%) Site Control for the Generating Facility (excluding Interconnection Facilities). WWD reserves the right to determine that Site Control provided is insufficient to support the Generating Facility proposed in the Interconnection Request.
- v) Documentation supporting current or planned CEQA compliance filed with or issued by the applicable CEQA lead agency for a project on the land associated with the Interconnection Request's Site Control.
- vi) An Interconnection Service Capacity request for at least 250 MW.

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WWD requires the foregoing information to be complete and specific to the Interconnection Request. WWD will not initiate review of an Interconnection Request until WWD receives the application fee and study deposit.

The expected In-Service Date of the new Generating Facility or increase in capacity of the existing Generating Facility must not exceed seven (7) years from the date the Interconnection Request is received by WWD, unless agreed to by WWD. The In-Service Date may exceed the date the Interconnection Request is received by WWD by a period up to ten (10) years or longer where the Interconnection Customer and WWD agree, such agreement may not be unreasonably withheld.

An Interconnection Customer is permitted to phase the development of the Generating Facility proposed in its Interconnection Request, and the Interconnection Customer need not propose the phasing plan when initially submitting an Interconnection Request. WWD will work with an Interconnection Customer that wishes to phase development, and WWD's approval of a phasing plan shall not be unreasonably withheld. Phasing shall not materially increase study complexity or result in increased costs or delay to other Interconnection Customers.

**3.2.2 Acknowledgment of Interconnection Request.**

WWD will acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request.

**3.2.3 Processing Interconnection Requests.**

WWD shall receive, process, and analyze all Interconnection Requests submitted during a Cluster Request Window in a timely manner in accordance with this LGIP.

**3.2.4 Capacity Limitations Scoring.**

A Cluster Request Window may include a limit on the total Interconnection Capacity WWD will study if WWD determines such limit is necessary based on transmission development status, study capability, system configuration, or other planning considerations. WWD will specify any such capacity limits on WWD's Transmission System. Any such limit will be based on infrastructure development timing, study capability, and system configuration considerations. If an Interconnection Capacity limit is established for a Cluster Request Window, scoring shall be applied solely for purposes of selecting Interconnection Requests for inclusion in the Cluster Study.

The scoring framework is intended to prioritize Interconnection Requests based on demonstrated project readiness, development viability, and ability to proceed through the interconnection process in a timely and efficient manner. Points shall be awarded in accordance with the criteria set forth in Section 3.2.4 of this LGIP and applied in a consistent and non-discriminatory manner. The goals of the WWD Transmission System and the statutory authority provided to WWD to develop this transmission system are more fully described in WWD's TOAP.

Up to 200 total points will be granted based on the criteria set forth in (i) and (ii) of Section 3.2.4 of this LGIP and applied in a consistent and non-discriminatory manner. In the event that two or more Interconnection Requests receive the same

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total score and an Interconnection Capacity limitation prevents inclusion of all such Interconnection Requests in the Cluster Study, WWD will grant up to an additional 10 total points based on the criteria set forth in (iii) of Section 3.2.4 of this LGIP.

- i) WWD Site Control. Points shall be awarded based on the demonstrated completeness, contiguity, and enforceability of Site Control supporting the Interconnection Request. The Site Control score shall be based on the proportion of WWD-owned acreage included within the Site Control for the Generating Facility relative to the total acreage comprising such Site Control, expressed as a percentage and rounded to the nearest whole number. One point shall be awarded for each percentage point, up to a maximum of 100 points.
- ii) CEQA Status. CEQA status is a primary indicator of project readiness and will constitute a significant portion of the total score. CEQA compliance must be supported by documentation filed with or issued by the applicable CEQA lead agency for the project. Points shall be awarded as follows: (a) 20 points where a project application has been deemed complete; or (b) 50 points where a Draft CEQA document has been published for public review; or (c) 100 points where a final CEQA document has been completed and is legally conclusive. A final CEQA document shall be considered legally conclusive when the applicable statute of limitations has expired and all opportunities for administrative or judicial challenge have been resolved. Such documentation may include, but is not limited to: (1) an Environmental Impact Report; (2) an Initial Study with a Mitigated Negative Declaration or Negative Declaration; (3) a Program Environmental Impact Report; or (4) a statutory or categorical exemption from CEQA.
- iii) Size (Secondary Criterion). Size may be considered as a secondary scoring factor solely for purposes of promoting efficient utilization of planned transmission infrastructure. Points shall be awarded based on the Interconnection Service Capacity requested in the Interconnection Request as follows: (a) four (4) points for Interconnection Service Capacity of at least 250 MW but less than 500 MW; (b) seven (7) points for Interconnection Service Capacity of at least 500 MW but less than 800 MW; and (c) ten (10) points for Interconnection Service Capacity of 800 MW or greater. The maximum number of points available under this Size criterion shall not exceed ten (10) points. Size scoring shall be applied on a tiered basis and shall not scale linearly with project size.

The maximum score available is 210 points.

WWD reserves the right to develop additional scoring criteria or revise the above scoring criteria if the scoring criteria above are not sufficient to relieve the Interconnection Capacity Limitations. If additional scoring criteria are developed, WWD shall inform all Interconnection Customers of such change and develop criteria in a non-discriminatory manner.

If WWD establishes an Interconnection Capacity limitation in a Cluster Request Window, Interconnection Requests will be selected for inclusion in the Cluster Study in descending order of total score until the capacity limit is reached.

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Selected Interconnection Request for the Cluster Study will continue to be received, processed, and analyzed in the manner as set forth in this LGIP, unless withdrawn by the Interconnection Customer. Interconnection Requests not selected due to an Interconnection Capacity limitation remain eligible for re-submission in future Cluster Request Windows, and any unused study deposit will be refunded in accordance with Section 3.5 of the LGIP.

**3.2.5 Deficiencies in Interconnection Request.**

An Interconnection Request will not be considered a complete request until all items in Section 3.2.1 of this LGIP have been received by WWD during the Cluster Request Window. If an Interconnection Request fails to meet the requirements set forth in Section 3.2.1 of this LGIP, WWD will notify the Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a complete request. Interconnection Customer shall provide WWD the additional requested information needed to constitute a complete request by the close of the Cluster Request Window; or within five (5) Business Days, whichever is later. WWD will notify the Interconnection Customer of its complete Interconnection Request once WWD has determined that the Interconnection Request is complete.

During the Customer Engagement Window, once Interconnection Requests are deemed complete pursuant to this Section 3.2.5 of this LGIP, the WWD will proceed to determine whether the Interconnection Request is valid. An Interconnection Request will be deemed valid if it does not contain deficiencies that would prevent its inclusion in Cluster Studies. Deficiencies include, but are not limited to, modeling errors, inaccurate data, and unusable files.

At any time, if WWD finds that the technical data provided by Interconnection Customer is incomplete or contains errors, Interconnection Customer and WWD shall work expeditiously and in good faith to remedy such issues by no later than the close of the Customer Engagement Window. If Interconnection Customer fails to comply with this Section 3.2.5 of this LGIP, then WWD shall deem the Interconnection Request withdrawn, the application fee is forfeited to WWD, and any excess study deposit shall be returned to Interconnection Customer in accordance with Section 5 of this LGIP.

**3.2.6 Customer Engagement Window.**

Upon the close of each Cluster Request Window, WWD shall open a sixty (60) Calendar Day period Customer Engagement Window.

During the Customer Engagement Window, WWD shall hold a Scoping Meeting with all interested Interconnection Customers. Notwithstanding the preceding requirements, and upon written notice to all Interconnection Customers within the Cluster, WWD may shorten the Customer Engagement Window and begin the Cluster Study. During the Customer Engagement Window, WWD shall provide to Interconnection Customer a Cluster Study Agreement to be executed prior to the close of the Customer Engagement Window.

At the end of the Customer Engagement Window, all Interconnection Requests deemed valid that have executed a Cluster Study Agreement substantially in the form of Appendix 2 to this LGIP shall be included in the Cluster Study. Any Interconnection Requests for which Interconnection Customer has not executed a

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Cluster Study Agreement shall be deemed withdrawn by WWD, the application fees shall be forfeited to WWD, and WWD, shall return the study deposit to Interconnection Customer. Following the Customer Engagement Window, WWD shall initiate the Cluster Study described in Section 6 of this LGIP.

Within ten (10) Business Days of the closing of the Customer Engagement Window, WWD shall post a public list of Interconnection Requests for that Cluster. The list shall identify, for each Interconnection Request: (1) the requested amount of Interconnection Service Capacity; (2) the requested Point of Interconnection; (3) the requested In-Service Date; and (4) the type of Generating Facility to be constructed, including fuel type.

**3.2.7 Delay in Initiating the Cluster Study Process.**

An Interconnection Request in this LGIP is being submitted with proposed Point of Interconnection on planned, but yet-to-be constructed facilities on the WWD Transmission System. Therefore, WWD reserves the right to delay the Cluster Study Process as needed to complete any additional planning that may be necessary for the planned facilities on the WWD Transmission System so the Cluster Study process can adhere to the expected timelines and allow WWD to have the most accurate studies and study assumptions. If there is such a delay, WWD will notify the Interconnection Customer that the Cluster Study Process is delayed.

**3.2.8 Scoping Meeting.**

The purpose of the Cluster Study Scoping Meeting is to discuss alternative interconnection options, to exchange information, including any transmission data and earlier study evaluations that would reasonably be expected to impact such interconnection options, to discuss the Cluster Study Process, and to analyze such information. WWD and the Interconnection Customer(s) may bring to the meeting appropriate technical data, personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting.

**3.3 Withdrawal of Interconnection Request for Adverse System Impact.**

WWD reserves the right to withdraw any Interconnection Request in the circumstance where an Interconnection Study, determines that the Interconnection Request will create an Adverse System Impact on facilities or systems for which no substitute or alternative Point(s) of Interconnection or any proposed addition, modification, or upgrade adequately resolves the Adverse System Impact, as demonstrated through Interconnection Studies and documented in the applicable study report.

**3.4 Coordination with Affected Systems.**

WWD reserves the right to coordinate with potential Affected System Operators to determine whether an Interconnection Request may have an impact on Affected Systems. Cost responsibility for Affected System upgrades shall be governed by the applicable Affected System Operator. WWD shall not be responsible for delays or costs arising from Affected Systems.

**3.4.1 Notification.**

WWD may notify potential Affected System Operator(s) of potential impact(s) caused by an Interconnection Request. At the time of notification, WWD will provide Interconnection Customer with a list of potential Affected Systems, along

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with relevant contact information. The Interconnection Customer is responsible for working with the Affected System Operator(s) to assess and mitigate any adverse reliability impacts to the Affected System, and for paying the costs of and/or otherwise mitigating the adverse impact. The Interconnection Customer shall provide WWD with documentation of such mitigation and of the Affected System Operator's concurrence that mitigation has been implemented.

### **3.5 Withdrawal.**

The Interconnection Customer may withdraw its Interconnection Request at any time by submitting written notice of withdrawal to WWD. In addition, if the Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 12.3 of this LGIP (Dispute Resolution), or creates an Adverse System Impact described in Section 3.3 of this LGIP, WWD will deem the Interconnection Request to be withdrawn and will provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, the Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or Adverse System Impact or to notify WWD of its intent to pursue Dispute Resolution.

Withdrawal will result in the loss of Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then, during Dispute Resolution, the Interconnection Customer's Interconnection Request will be eliminated from the queue until such time as the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request will, within thirty (30) Calendar Days after receiving any invoices from WWD, pay to WWD all costs WWD prudently incurs with respect to that Interconnection Request. The Interconnection Customer must pay all amounts due to WWD before it is allowed to obtain any Interconnection Study data or results.

If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn by WWD under this Section 3.5 this LGIP, WWD shall refund to the Interconnection Customer any portion of the refundable amount of the Interconnection Customer's study deposit that exceeds the cost that WWD incurred in accordance with Section 5 of this LGIP. In the event of such withdrawal, WWD, subject to the confidentiality provisions of Section 12.1 of this LGIP, shall provide, at the Interconnection Customer's request, all information that WWD developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

### **3.6 Identification of Contingent Facilities.**

WWD will undertake Reasonable Efforts to identify and provide the Interconnection Customer with information about any Contingent Facilities at the conclusion of the Cluster Study.

## **4 Interconnection Request Evaluation Process.**

Once an Interconnection Customer has submitted a complete and valid Interconnection Request pursuant to Section 3.2 of this LGIP, such Interconnection Request shall become part of WWD's interconnection queue for further processing pursuant to the Section 4 of this LGIP.

### **4.1 Queue Position.**

WWD shall assign a Queue Position as follows: the assigned Queue identification number within the queue shall be assigned based upon the date and time of receipt of all items required pursuant to the provisions of Section 3.2 of this LGIP. All Interconnection Requests submitted and validated in a single Cluster Request Window shall be considered equally queued.

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All Interconnection Requests studied in a Cluster shall be considered equally queued. Interconnection Requests that are part of Clusters initiated earlier in time shall be considered to have higher Queue Positions than Interconnection Requests included in Clusters initiated later in time.

**4.2 Transferability of Queue Position.**

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change. Such transfers will require advance notification to and the consent of WWD, which shall not be unreasonably withheld.

**4.3 Modifications.**

The Interconnection Customer shall submit to WWD, in writing, requests for modifications to any information provided in the Interconnection Request. Interconnection Customer shall retain its Queue Position only if the modifications are determined not to be Material Modifications.

During the Interconnection Studies, either Interconnection Customer or WWD may identify changes to the planned interconnection (including a change to the Point of Interconnection) that may improve the costs and benefits of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are mutually acceptable to WWD and Interconnection Customer and are determined not to be Material Modifications, such acceptance not to be reasonably withheld, WWD shall modify the Interconnection Request and the Interconnection Customer shall retain its Queue Position.

**5 Cost Responsibility and Study Costs.**

**5.1 Cost Responsibility.**

An Interconnection Customer shall be required to pay its pro rata share of the actual cost of all Interconnection Studies and all costs related to administering and processing an Interconnection Request. Such costs may include, but are not limited to, administrative, legal, and consultant costs. If such costs exceeds the total study deposit amounts provided at that time, WWD will invoice the Interconnection Customer, and the Interconnection Customer must pay the costs within thirty (30) Calendar Days of receipt of the invoice. An Interconnection Customer that fails to provide timely payment of the invoice will be deemed withdrawn from the Cluster Study Process pursuant to section 3.5 of this LGIP. WWD will allocate the costs of Interconnection Studies and costs related to administering and processing the Interconnection Request among all Interconnection Customers in the Cluster on a pro rata basis, apportioned equally to each Interconnection Request.

In addition to the study deposit required by Section 3.2.1, WWD may request an additional study deposit prior to both the Cluster Restudy and the Interconnection Facilities Study as provided in Section 7 and Section 8 of this LGIP. An Interconnection Customer that fails to provide timely payment for these study deposits will be deemed withdrawn from the Cluster Study Process.

**5.2 Obligation for Study Costs.**

In the event an Interconnection Customer withdraws its Interconnection Request prior to the commencement of the Cluster Study, Interconnection Customer must pay WWD the actual costs of administering and processing its Interconnection Request. In the event an Interconnection Customer withdraws after the commencement of the Cluster Study, WWD shall charge and Interconnection Customer shall pay the actual costs of the Interconnection

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Studies and all related cost associated with administering the Interconnection Request. Any difference between the study deposit and the actual cost of the applicable Interconnection Study will be paid by or refunded to, except as otherwise provided herein, the Interconnection Customer or as an offset against the cost of any subsequent Interconnection Studies for the applicable Interconnection Request. Any invoices for Interconnection Studies shall include an itemized accounting of the cost of each Interconnection Study. The Interconnection Customer shall pay all undisputed costs within thirty (30) Calendar Days of receipt of an invoice. If Interconnection Customer fails to pay such undisputed costs within the time allotted, its Interconnection Request shall be deemed withdrawn from the Cluster Study Process in accordance with Section 3.5 of this LGIP.

**5.3 True-Up; Refundability.**

At the completion of the Cluster Study Process, any difference between the study deposits, including any additional invoiced amounts to fund Interconnection Studies as provided in Section 5.1 of this LGIP, and the actual cost of the Interconnection Studies (including administering and processing Interconnection Requests), will be paid by or refunded to the Interconnection Customers. WWD shall provide any refund, if applicable, within one hundred and fifty (150) Calendar Days of the completion of the Cluster Study Process.

**6 Cluster Study.**

**6.1 Cluster Study Agreement.**

No later than ten (10) Business Days following the Scoping Meeting in the Customer Engagement Window, WWD shall tender to each Interconnection Customer, that submitted an Interconnection Request selected for inclusion in the Cluster Study, a Cluster Study Agreement substantially in the form of Appendix 2 to this LGIP. The specifications, assumptions, or other provisions in the appendices of the Cluster Study Agreement provided pursuant to this Section 6.2 of this LGIP shall be subject to change by WWD following the conclusion of the Scoping Meeting.

Interconnection Customer shall execute the Cluster Study Agreement and deliver the executed Cluster Study Agreement to WWD by the latter of a) the close of the Customer Engagement Window or b) ten (10) Business Days following the Scoping Meeting. If Interconnection Customer has not provided all required technical data when it delivers the Cluster Study Agreement, WWD shall notify Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Cluster Study Agreement and Interconnection Customer shall cure the deficiency by the close of the Customer Engagement Window.

**6.2 Scope of Cluster Study.**

The Cluster Study will consider the Base Case as well as all Generating Facilities (and with respect to (iii), any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Cluster Study is commenced: (i) are directly interconnected to the WWD Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; and (iii) have a pending higher queued Interconnection Request to interconnect to the WWD Transmission System.

For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Cluster Study shall use the level of Interconnection Service Capacity requested by Interconnection Customers in the Cluster, except where WWD otherwise determines that it must study the full Generating Facility Capacity due to safety or reliability concerns.

The Cluster Study will consist of power flow, stability, and short circuit analyses. At the conclusion of the Cluster Study, WWD shall issue a Cluster Study Report. The Cluster Study

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Report will state the assumptions and the results of the analysis. The Cluster Study Report shall identify the Interconnection Facilities and Network Upgrades expected to be required to reliably interconnect the Generating Facilities in that Cluster Study at the requested Interconnection Service Capacity and shall provide non-binding cost estimates for required Interconnection Facilities and Network Upgrades. The Cluster Study Report shall identify each Interconnection Customer's estimated cost for Interconnection Facilities and Network Upgrades.

Cost responsibility for Interconnection Facilities and Network Upgrades identified in the Cluster Study shall be allocated in accordance with Section 9.

**6.3 Cluster Study Procedures.**

WWD shall utilize existing studies to the extent practicable when it performs the Cluster Study. WWD shall use Reasonable Efforts to complete the Cluster Study no later than one hundred and fifty (150) Calendar Days of the close of the Customer Engagement Window. If WWD is unable to complete the Cluster Study within that time, it shall notify Interconnection Customers and provide an estimated completion date. Upon request, WWD shall provide Interconnection Customer supporting documentation, workpapers and relevant power flow, short circuit and stability information for the Cluster Study, subject to confidentiality arrangements consistent with Section 12.1 of this LGIP.

**6.3.1 Meeting with WWD.**

Within fifteen (15) Business Days of furnishing a Cluster Study report to each Interconnection Customer within the Cluster, WWD shall schedule a Cluster Study Report Meeting.

**6.4 Activities in Preparation for a Cluster Restudy or the Interconnection Facility Study.**

Following issuance of the Cluster Study Report, WWD may request the Interconnection Customer to submit updated project data, including revised In-Service Date and Commercial Operation Date, to ensure consistency with the Cluster Study results prior to execution of any Cluster Restudy or Interconnection Facilities Study Agreements.

**7 Cluster Restudy.**

**7.1 Cluster Restudy Agreement.**

WWD shall use Reasonable Efforts to determine if a Cluster Restudy is necessary within thirty (30) Calendar Days after the Cluster Study Report Meeting, or such longer period that WWD may require to determine if a Cluster Restudy is needed.

If WWD determines a Cluster Restudy is not necessary, WWD shall notify Interconnection Customers in the Cluster that a Cluster Restudy is not required. If WWD determines a Cluster Restudy is necessary, WWD shall continue with such restudies until WWD determines that no further restudies are required. Any cost of a Cluster Restudy shall be borne by Interconnection Customers being restudied on a pro rate basis.

**7.2 Execution of Cluster Restudy Agreement and Study Deposit.**

If WWD determines that a Cluster Restudy is necessary, no later than ten (10) Business Days after WWD issues a Cluster Restudy notice, WWD shall tender to each Interconnection Customer within the Cluster, a Cluster Restudy Agreement substantially in the form of Appendix 3 to this LGIP. The Interconnection Customer shall execute the Cluster Restudy Agreement and deliver the executed Cluster Restudy Agreement to WWD within thirty (30) Calendar Days after its receipt, together with any required technical data and any required study deposit.

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In addition, the Interconnection Customer shall provide WWD a study deposit of \$25,000 to advance to the Cluster Restudy. The Cluster Restudy Agreement shall require Interconnection Customer to compensate WWD for the actual cost of the Cluster Restudy pursuant to Section 5 of this LGIP.

Failure to provide an executed Cluster Restudy Agreement and the additional study deposit required under Section 7.2 of this LGIP within thirty (30) Calendar Days after Interconnection Customer receives the Cluster Restudy Agreement from WWD will result in the Interconnection Customer being deemed withdrawn from the Cluster Study Process.

**7.3 Scope of Cluster Restudy.**

The scope of any Cluster Restudy shall be consistent with the scope of an initial Cluster Study pursuant to Section 6.2 of this LGIP.

**7.4 Cluster Restudy Procedures.**

WWD shall use Reasonable Efforts to complete the Cluster Restudy within one hundred and twenty (120) Calendar Days of WWD informing Interconnection Customers in the Cluster that restudy is needed. The results of the Cluster Restudy shall be combined into a single report (Cluster Restudy Report). If WWD is unable to complete the Cluster Restudy within that time, it shall notify Interconnection Customers and provide an estimated completion date. Upon request, WWD shall provide Interconnection Customer supporting documentation, workpapers and relevant power flow, short circuit and stability information for the Cluster Restudy, subject to confidentiality arrangements consistent with Section 12.1 of this LGIP.

**7.5 Meeting with WWD.**

WWD shall hold a meeting with Interconnection Customers in the Cluster (Cluster Restudy Report Meeting) within fifteen (15) Business Days of simultaneously furnishing the Cluster Restudy Report to each Interconnection Customer. If additional restudies are required, Interconnection Customer and WWD shall follow the procedures of Section 7.2 of this LGIP until such time that WWD determines that no further restudies are required. WWD shall notify each Interconnection Customer within the Cluster when no further restudies are required.

**8 Interconnection Facility Study.**

**8.1 Interconnection Facilities Study Agreement and Additional Study Deposit.**

Within ten (10) Business Days following WWD notifying each Interconnection Customer within the Cluster that no further Cluster Study or Cluster Restudy is required, WWD shall provide to Interconnection Customer an Interconnection Facilities Study Agreement substantially in the form of Appendix 4 to this LGIP. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to WWD within thirty (30) Calendar Days after its receipt, together with the required technical data and any required study deposit.

In addition, the Interconnection Customer shall provide WWD a study deposit of \$50,000 to advance to the Interconnection Facilities Study. The Interconnection Facilities Study Agreement shall require Interconnection Customer to compensate WWD for the actual cost of the Interconnection Facilities Study pursuant to Section 5 of this LGIP. WWD will not initiate an Interconnection Facilities Study until WWD receives the study deposit.

Failure to provide an executed Interconnection Facilities Study Agreement and the additional study deposit required under Section 8.2 of this LGIP within thirty (30) Calendar Days after Interconnection Customer receives the Interconnection Facilities Study Agreement from WWD

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will result in the Interconnection Customer being withdrawn from the Cluster Study Process.

**8.2 Scope of Interconnection Facilities Study.**

The Interconnection Facilities Study shall be specific to each Interconnection Request and performed on an individual, i.e. non-clustered, basis. The Interconnection Facilities Study shall specify and provide a non-binding estimate of the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the Cluster Study Report (and any associated restudies) in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to WWD's Transmission System. The Interconnection Facilities Study shall identify the configuration of the Interconnection Customer's Interconnection Facilities, including, without limitation: the transformer(s), Metering Equipment, and other station equipment and facilities required to interconnect the Generating Facility to the WWD Transmission System; the nature and estimated cost of any of WWD's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Interconnection Facilities Study will identify any potential power plant control equipment.

**8.3 Interconnection Facilities Study Procedures.**

WWD shall use existing studies to the extent practicable in performing the Interconnection Facilities Study. WWD shall also use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within one hundred and fifty (150) Calendar Days after receipt of an executed Interconnection Facilities Study Agreement.

If WWD is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, it shall notify Interconnection Customer and provide an estimated completion date.

The Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to WWD, which WWD shall include in completing the final Interconnection Facilities Study Report. WWD shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. WWD may reasonably extend such fifteen (15) Business Day period upon notice to Interconnection Customer if Interconnection Customer's comments require WWD to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Study Report. Upon request, WWD shall provide Interconnection Customer supporting documentation, workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 12.1 of this LGIP.

**8.4 Meeting with WWD.**

Within fifteen (15) Business Days of providing a draft Interconnection Facilities Study Report to Interconnection Customer, WWD and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

**9 Cost Responsibility for Interconnection Facilities and Network Upgrades.**

**9.1 Interconnection Facilities.**

The Interconnection Customer shall, at its sole expense, fund the cost of the Interconnection Facilities, that are identified as required as a result of the Interconnection Studies, and be responsible for ongoing costs attributable to its interconnection. As provided elsewhere in this

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LGIP, WWD shall provide a non-binding, itemized estimate of the cost, including overhead, for the purchase and construction of its Interconnection Facilities.

The Interconnection Customer shall be responsible for all reasonable expenses, including overhead, associated with owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities and the WWD Interconnection Facilities.

## **9.2 Network Upgrades.**

The Interconnection Customer shall, at its sole expense, fund the cost of any Network Upgrades to the WWD Transmission System that are identified as required as a result of the Interconnection Studies. WWD shall provide a non-binding estimate of the cost, including overhead, for the purchase and construction of the Network Upgrades, which WWD will design, procure, construct, install, and own. The actual cost of the Network Upgrades, including overhead, will be directly assigned to the Interconnection Customer. The Interconnection Customer shall be responsible for all reasonable expenses, including overhead, associated with owning, operating, maintaining, repairing, and replacing the Network Upgrades.

### **9.2.1 Repayment of Amounts Advanced for the Costs to Interconnect to the WWD Transmission System.**

WWD is a non-public utility under the Federal Power Act. As such, the crediting policy and reimbursement obligations applicable to public utility transmission providers are not provided for in these procedures, and WWD does not provide transmission credits or reimbursement for the costs to interconnect to the WWD Transmission System (including Interconnection Facilities and Network Upgrades).

In the event the WWD Transmission System is transferred to the operational control of the CAISO or another Balancing Authority, and if that Balancing Authority either (i) allows for an Interconnection Customer to be reimbursed for any of the costs to interconnect to the WWD Transmission System; or (ii) has a transmission planning process that assumes responsibility for approving or funding any facilities that comprise the WWD Transmission System, then such reimbursement or cost responsibility rules shall prevail to the extent permitted by the Balancing Authority. WWD will use Reasonable Efforts to avoid duplicative cost responsibility; provided that final determinations shall be governed by the applicable tariff and rules of the Participating Transmission Owner and/or Balancing Authority.

## **9.3 Metering Equipment.**

The Interconnection Customer will pay for the cost of any Metering Equipment identified as required as a result of the Interconnection Studies. WWD shall provide a non-binding estimate of the cost, including overhead, for the purchase and installation of the Metering Equipment, and the actual cost of the Metering Equipment, including overhead, will be directly assigned to the Interconnection Customer. The Interconnection Customer will be responsible for reasonable expenses, including overhead, associated with WWD owning, operating, maintaining, repairing and replacing Metering Equipment. At WWD's discretion, and to the extent WWD reasonably determines it is necessary, a metering services agreement (or similar agreement) governing the ownership, operation, and maintenance of Metering Equipment may be required.

## **10 Technical and Operational Requirements for Interconnection, Compliance.**

### **10.1 Minimum Requirements.**

WWD has established certain minimum technical and operational requirements for the

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purpose of interconnecting Generating Facilities to the WWD Transmission System. WWD minimum technical and operational requirements are included in Appendix B to WWD's TOAP. In conjunction with the Interconnection Studies, WWD will determine any applicable technical and operational requirements that are necessary for the reliable interconnection of Generating Facilities and will identify any operational procedures, practices, guidelines, or requirements, and any equipment standards,. Following completion of the Interconnection Facilities Study and prior to Commercial Operation, the Interconnection customer will be required to enter into one or more Interconnection and Operations Agreements, as applicable, which shall be consistent with the results of the Interconnection Studies and shall conform to the requirements of the applicable Balancing Authority, to the extent required.

**10.2 Applicable Reliability Standards.**

The Interconnection Customer will be responsible for registration with the Electric Reliability Organization according to the criteria promulgated by that entity. The Interconnection Customer will also be responsible for compliance with all Applicable Reliability Standards for its Generating Facility and the Interconnection Customer's Interconnection Facilities.

**11 Construction of WWD's Interconnection Facilities and Network Upgrades.**

**11.1 Schedule.**

WWD and Interconnection Customer shall negotiate in good faith concerning a schedule for the construction of WWD's Interconnection Facilities and Network Upgrades. WWD will use Reasonable Efforts to perform its obligations under these procedures to complete its Interconnection Facilities and Network Upgrades to meet the In-Service Date.

**11.2 Construction Sequencing.**

**11.2.1 General.**

In general, the In-Service Date of the WWD Transmission system and that of an Interconnection Customer's Generating Facility seeking interconnection to the WWD Transmission System will determine the sequence of construction of Network Upgrades.

**11.2.2 Advancing Construction of Network Upgrades.**

An Interconnection Customer, in order to maintain its In-Service Date, may request that WWD advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such In-Service Date, (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, or (iv) would otherwise not be completed pursuant to an expansion plan of the WWD Transmission System, in time to support such In-Service Date. Upon such request, WWD will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided the Interconnection Customer commits to pay WWD for any associated expediting costs and the cost of such Network Upgrades.

**12 Miscellaneous.**

**12.1 Confidentiality.**

As a California public agency, WWD is subject to the California Public Records Act (Gov. Code, §§ 7920.000-7930.215, "PRA"). None of the procedures in this section is intended to limit or supersede WWD's obligations under the PRA. The Interconnection Customer acknowledges that the procedures governing the use of Confidential Information as provided in this section may not preclude the disclosure of such information if disclosure is required by

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WWD consistent with the PRA. WWD or a court shall determine whether the disclosure of Confidential Information in its possession is required by law or court order, and shall have no liability for any error in making that determination.

Confidential Information will include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of a Large Generator Interconnection Agreement (LGIA). Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document by the disclosing Party ("Owner"), 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.

The Parties agree to take appropriate measures to protect the Confidential Information and prevent its disclosure, subject to WWD's obligations under the PRA. The receiving Party ("Recipient") may use Confidential Information of the Owner only for, or in connection with, the purposes of these procedures and the agreements thereunder and will protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but, in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder to its employees, consultants, and affiliates who have a need for the Confidential Information.

These restrictions on use and disclosure of Confidential Information will not apply to information that (i) is in the possession or control of Recipient prior to its receipt from Owner; (ii) is or becomes publicly known through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; (iv) is developed independently by Recipient; or (v) is required to be disclosed by law, including, but not limited to, a discovery request, subpoena, the PRA, or by court or public agency order; provided, however, that the Recipient will promptly notify Owner of any request to disclose Confidential Information. If disclosure of Confidential Information is required by local, state, or federal laws or regulations, or by court or public agency order, then the Recipient may provide prior written notice to the Owner as far in advance as reasonably practical. As a public agency subject to the provisions of the PRA, WWD may be compelled by law to disclose information that it or a court determines is not Confidential Information. To the extent permitted by law, Recipient will cooperate with Owner in the event Owner seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a protective order or other remedy cannot be obtained by Owner, the Recipient will disclose only that portion of the Confidential Information that is legally required to be disclosed.

### **12.2 Delegation of Responsibility.**

WWD may use the services of contractors as it deems appropriate to perform its obligations under this LGIP. WWD shall remain primarily liable to Interconnection Customer for the performance of such contractors and compliance with its obligation in this LGIP. WWD will undertake Reasonable Efforts to ensure that contractors maintain the confidentiality of Confidential Information and use such information solely for the performance of the obligations for which it was provided and no other purpose.

### **12.3 Dispute Resolution.**

Should any material dispute arise between the Parties concerning these procedures or any of the agreements thereunder, the duties or obligations of the Parties under these procedures or the agreements thereunder, or the implementation or interpretation of these procedures and the agreements thereunder and if such dispute remains unresolved for a period of fifteen (15)

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Calendar Days after written notice to the other Party specifying the nature of the dispute (“Notice of Dispute”), such dispute shall be forwarded to the Authorized Representatives of the Parties. Should the Authorized Representatives be unable to resolve such dispute by mutual decision within a period of fifteen (15) Calendar Days from the submission of the dispute to them, the Authorized Representatives will forward the Notice of Dispute and its proposed resolution of the issue in dispute to the General Manager of WWD and a senior executive of the Interconnection Customer, respectively, or their executive level representatives (hereinafter the “Executive” or “Executives”). Such Executives will meet within ten (10) Calendar Days (or such shorter or longer time as agreed upon by the Executives) to discuss and attempt to reach a mutual resolution of the dispute. Any resolution agreed upon by the respective Executives will be binding upon each of the Parties. If the Executives cannot resolve the dispute within ten (10) Calendar Days after their initial meeting or conference (or within such longer time as may be mutually agreed upon by the respective Executives), the Parties may pursue, subject to the limitations set forth in herein, any remedies available to them at law or in equity to resolve the dispute, including, but not limited to, alternate dispute resolution processes.

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**Appendix 1 to the LGIP**

**INTERCONNECTION REQUEST**

**[TBD]**

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**Appendix 2 to the LGIP**

**CLUSTER STUDY AGREEMENT**

THIS AGREEMENT is made and entered into this [\*] day of [\*], 20[\*] by and between [\*], a [\*] organized and existing under the laws of the State of [\*], ("Interconnection Customer") and the Westlands Water District, a California water district, ("WWD"). The Interconnection Customer and the WWD each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the WWD Transmission System pursuant to the LGIP; and

WHEREAS, the Interconnection Customer has requested WWD to conduct or cause to be performed a Cluster Study to assess the system impact of interconnecting the Generating Facility to the WWD Transmission System and to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the WWD Transmission System in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the WWD Transmission System;

WHEREAS, the WWD estimates a good faith non-binding cost of \$30,000 for completing the Cluster Study.

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the LGIP.
- 2.0 The Interconnection Customer elects and WWD shall conduct or cause to be performed a Cluster Study consistent with Section 6 of this LGIP.
- 3.0 The scope of the Cluster Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Cluster Study will be based upon the technical information provided by the Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.3 of the LGIP. WWD reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the Cluster Study.
- 5.0 Consistent with the LGIP, the Interconnection Customer will provide study deposit(s) and pay its share of actual costs of applicable studies. WWD will provide invoices and refunds as required by Section 5 of the LGIP.

Any difference between the study deposits made toward the Cluster Study and associated costs and the actual cost of the Cluster Study and associated costs shall be paid by or refunded to the Interconnection Customer according to Section 5 of the LGIP.

- 6.0 Pursuant to Section 3.6 of the LGIP, WWD reserves the right to coordinate with Affected

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System Operators to determine whether the Interconnection Request may have an impact on Affected Systems. Upon request from the Interconnection Customer, WWD may provide a copy of the Cluster Study or other assessments to an Affected System Operator and the Electric Reliability Organization. Requests for review and input from Affected System Operators or the Electric Reliability Organization may arrive at any time prior to interconnection.

- 7.0 Substantial portions of technical data and assumptions used to perform the Cluster Study, such as system conditions, existing and planned generation, and unit modeling, may change after WWD provides the Cluster Study results to the Interconnection Customer. Cluster Study results will reflect available data at the time WWD provides the Cluster Study report to the Interconnection Customer. WWD shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be incurred by the Interconnection Customer as a result of changes in such data and assumptions.
- 8.0 WWD shall maintain records and accounts of all costs incurred in performing the Cluster Study in sufficient detail to allow verification of all costs incurred, including associated overhead. The Interconnection Customer shall have the right (upon reasonable notice, within a reasonable time at WWD's offices and at its own expense), to audit WWD's records as necessary and as appropriate to verify costs incurred by WWD. Any audit requested by the Interconnection Customer shall be completed, and written notice of any audit dispute provided to the WWD representative, within one hundred eighty (180) Calendar Days following receipt by the Interconnection Customer of WWD's notification of the final costs of the Cluster Study.
- 9.0 In accordance with Section 3.7 of the LGIP, the Interconnection Customer may withdraw its Interconnection Request at any time by written notice to WWD. Upon receipt of such notice, this Agreement shall terminate, subject to the requirements of Section 3.7 and 5 of the LGIP.
- 10.0 This Agreement shall become effective on the date WWD notifies the Interconnection Customer that the Interconnection Request is complete pursuant to Section 3.4.3 of the LGIP.
- 11.0 Miscellaneous.
- 11.1 Dispute Resolution. Any dispute, or assertion of a claim, arising out of or in connection with this Agreement, shall be resolved in accordance with Section 12.12.3 of the LGIP.
- 11.2 Confidentiality. Confidential Information shall be treated in accordance with Section 12.12.1 of the LGIP.
- 11.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 11.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 11.5 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural

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number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or LGIP means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement, or such Section of the LGIP or such Appendix to the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section, or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

- 11.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.
- 11.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 11.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the WWD. Any waiver of this Agreement shall, if requested, be provided in writing.

Any waivers at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

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- 11.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- 11.10 Amendment. The Parties may by mutual agreement amend this Agreement or the Appendices to this Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.
- 11.11 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or regulation, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby, and the remaining provisions of this Agreement shall remain in full force and effect.
- 11.12 Indemnification. The Interconnection Customer shall indemnify, defend, and hold harmless the WWD and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting from the WWD's performance of its obligations under this Agreement and the Cluster Study.
- 11.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.
- 11.14 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Interconnection Customer shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

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IN WITNESS THEREOF, the Party has caused this Agreement to be duly executed by its duly authorized officers or agents on the day and year first above written.

**Westlands Water District**

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

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

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

**Interconnection Customer**

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

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

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

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**Attachment A to Appendix 2 of the LGIP**

**Assumptions Used in Conducting the Cluster Study**

[To Be Provided at Tender of Agreement]

WWD will provide in this attachment the study Base Case, modeling assumptions, and other technical parameters used to conduct the applicable study.

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**Appendix 3 to the LGIP**

**CLUSTER RESTUDY AGREEMENT**

THIS AGREEMENT is made and entered into this [\*] day of [\*], 20[\*] by and between [\*], a [\*] organized and existing under the laws of the State of [\*], ("Interconnection Customer") and the Westlands Water District, a California water district, ("WWD"). The Interconnection Customer and the WWD each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the WWD Transmission System pursuant to the LGIP; and

WHEREAS, WWD has requested to conduct or cause to be performed a Cluster Restudy to assess the system impact of interconnecting the Generating Facility to the WWD Transmission System and to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the WWD Transmission System in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the WWD Transmission System;

WHEREAS, the WWD estimates a good faith non-binding cost of \$25,000 for completing the Cluster Restudy.

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the LGIP.
- 2.0 The Interconnection Customer elects and WWD shall conduct or cause to be performed a Cluster Restudy consistent with Section 7 of this LGIP.
- 3.0 The scope of the Cluster Restudy shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Cluster Restudy will be based upon the technical information provided by the Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.3 of the LGIP. WWD reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the Cluster Restudy.
- 5.0 Consistent with the LGIP, the Interconnection Customer will provide study deposit(s) and pay its share of actual costs of applicable studies. WWD will provide invoices and refunds on a timely basis required by Section 5 of the LGIP.

Any difference between the study deposits made toward the Cluster Restudy and associated administrative costs and the actual cost of the Cluster Restudy and associated administrative costs shall be paid by or refunded to the Interconnection Customer in accordance with Section 5 of the LGIP.

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- 6.0 Pursuant to Section 3.6 of the LGIP, WWD reserves the right to coordinate with Affected System Operators to determine whether the Interconnection Request may have an impact on Affected Systems. WWD may provide a copy of the Cluster Restudy or other assessments to an Affected System Operator and the Electric Reliability Organization. Requests for review and input from Affected System Operators or the Electric Reliability Organization may arrive at any time prior to interconnection.
- 7.0 Substantial portions of technical data and assumptions used to perform the Cluster Restudy, such as system conditions, existing and planned generation, and unit modeling, may change after WWD provides the Cluster Restudy results to the Interconnection Customer. Cluster Restudy results will reflect available data at the time WWD provides the Cluster Restudy report to the Interconnection Customer. WWD shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be incurred by the Interconnection Customer as a result of changes in such data and assumptions.
- 8.0 WWD shall maintain records and accounts of all costs incurred in performing the Cluster Restudy in sufficient detail to allow verification of all costs incurred, including associated overhead. The Interconnection Customer shall have the right, upon reasonable notice, within a reasonable time at WWD's offices and at its own expense, to audit WWD's records as necessary and as appropriate to verify costs incurred by WWD. Any audit requested by the Interconnection Customer shall be completed, and written notice of any audit dispute provided to the WWD representative, within one hundred eighty (180) Calendar Days following receipt by the Interconnection Customer of WWD's notification of the final costs of the Cluster Restudy.
- 9.0 In accordance with Section 3.7 of the LGIP, the Interconnection Customer may withdraw its Interconnection Request at any time by written notice to WWD. Upon receipt of such notice, this Agreement shall terminate, subject to the requirements of Section 3.7 and 5 of the LGIP.
- 10.0 This Agreement shall become effective on the date WWD notifies the Interconnection Customer that a Cluster Restudy is necessary pursuant to Section 7.2 of the LGIP.
- 11.0 Miscellaneous.
- 11.1 Dispute Resolution. Any dispute, or assertion of a claim, arising out of or in connection with this Agreement, shall be resolved in accordance with Section 12.12.3 of the LGIP.
- 11.2 Confidentiality. Confidential Information shall be treated in accordance with Section 12.12.1 of the LGIP.
- 11.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 11.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 11.5 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural

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number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or LGIP means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement, or such Section of the LGIP or such Appendix to the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section, or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

- 11.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.
- 11.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 11.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the WWD. Any waiver of this Agreement shall, if requested, be provided in writing.

Any waivers at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

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- 11.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- 11.10 Amendment. The Parties may by mutual agreement amend this Agreement or the Appendices to this Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.
- 11.11 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or regulation, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby, and the remaining provisions of this Agreement shall remain in full force and effect.
- 11.12 Indemnification. The Interconnection Customer shall indemnify, defend, and hold harmless the WWD and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising out of or related to this Agreement and the Cluster Study.
- 11.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.
- 11.14 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Interconnection Customer shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

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IN WITNESS THEREOF, the Party has caused this Agreement to be duly executed by its duly authorized officers or agents on the day and year first above written.

**Westlands Water District**

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

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

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

**Interconnection Customer**

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

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

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

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**Attachment A to Appendix 3 of the LGIP**

**Assumptions Used in Conducting the Cluster Restudy**

[To Be Provided at Tendering of Agreement]

WWD will provide in this attachment the study Base Case, modeling assumptions, and other technical parameters used to conduct the applicable study.

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**Appendix 4 to the LGIP**

**INTERCONNECTION FACILITIES STUDY AGREEMENT AND  
DATA FORM TO BE PROVIDED BY THE INTERCONNECTION CUSTOMER PRIOR TO  
COMMENCEMENT OF THE INTERCONNECTION FACILITIES STUDY**

THIS AGREEMENT is made and entered into this [\*] day of [\*], 20[\*] by and between [\*], a [\*] organized and existing under the laws of the State of [\*], ("Interconnection Customer") and the Westlands Water District, a California water district, ("WWD"). The Interconnection Customer and the WWD each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the WWD Transmission System pursuant to the LGIP; and

WHEREAS, WWD has completed a Cluster Study (the "Cluster Study") and Cluster Restudy (the "Cluster Restudy"), as applicable, and provided the results of said studies to Interconnection Customer; and

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

WHEREAS, the WWD estimates a good faith non-binding cost of \$50,000 for completing the Interconnection Facility Study.

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

1.0 When used in this Agreement, with initial capitalization, the terms specified will have the meanings indicated in the LGIP.

2.0 Interconnection Customer elects and WWD will cause an Interconnection Facilities Study consistent with Section 8 of this LGIP to be performed.

3.0 The scope of the Interconnection Facilities Study will be subject to the assumptions set forth in and the data provided with this Agreement, as set forth in this Attachment A.

4.0 The Interconnection Facilities Study Report (i) will provide a description, estimated cost of (consistent with Attachment A), schedule for required facilities to interconnect the Generating Facility to the WWD Transmission System and (ii) will address the short circuit, instability, and power flow issues identified in the Cluster Study and Cluster Restudy, as applicable.

5.0 The time for completion of the Interconnection Facilities Study is specified in the data form attached to this agreement.

6.0 Miscellaneous. The Interconnection Facilities Study Agreement will include standard

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miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, will be consistent with the provisions of the LGIP.

IN WITNESS THEREOF, the Party has caused this Agreement to be duly executed by its duly authorized officers or agents on the day and year first above written.

**Westlands Water District**

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

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

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

**Interconnection Customer**

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

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

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

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**Attachment A to Appendix 4 of the LGIP**

**Assumptions Used in Conducting the Interconnection Facility Study**

[To Be Provided at Tendering of Agreement]

WWD will provide in this attachment the study Base Case, modeling assumptions, and other technical parameters used to conduct the applicable study.

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**Attachment B to Appendix 4 of the LGIP**

**DATA FORM TO BE PROVIDED BY THE INTERCONNECTION CUSTOMER PRIOR TO  
COMMENCEMENT OF THE INTERCONNECTION FACILITIES STUDY**

Generating Facility size (MW): \_\_\_\_\_

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

One set of metering is required for each generation connection to the WWD Transmission System.  
Number of generation connections: \_\_\_\_\_

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

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)

Will an alternate source of auxiliary power be available during CT/PT maintenance? \_\_\_\_Yes \_\_\_\_No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? \_\_\_\_Yes \_\_\_\_No  
(Please indicate on one line).

What type of control system or PLC will be located at the Interconnection Customer's Generating Facility?

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What protocol does the control system or PLC use?

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Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to the WWD Point of Change of Ownership.

Number of third-party easements required for transmission lines\*:

\* To be completed in coordination with WWD.

Local service provider for auxiliary and other power: \_\_\_\_\_

Point of Interconnection: \_\_\_\_\_

Please provide proposed schedule dates:

Final CEQA approval: \_\_\_\_\_

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Procurement of project equipment: \_\_\_\_\_

Begin Construction Date: \_\_\_\_\_

In-Service Date: \_\_\_\_\_

Trial Operation Date: \_\_\_\_\_

Commercial Operation Date: \_\_\_\_\_

Please provide any additional modification request pursuant to Section 4.3 of the LGIP.