

Dominion Energy South Carolina, Inc.

Appendix DESC CS to the SCGIP

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Dominion Energy South Carolina, Inc.

Appendix to South Carolina Generator Interconnection Procedures for Implementing Alternative Definitive Interconnection Study Process

Effective ____/____/2025~~4~~

Pursuant to Section 4.1.1 of the South Carolina Generator Interconnection Procedures (SCGIP), Dominion Energy South Carolina, Inc. ("DESC" or "Utility") obtained authorization from the Public Service Commission of South Carolina ("Commission") on May 13, 2022, to transition DESC's SCGIP Section 4 generator interconnection study process for South Carolina-jurisdictional Interconnection Customers to a Cluster Study process.

On July 28, 2023, the Federal Energy Regulatory Commission (the "FERC") issued Order No. 2023 to reform procedures and agreements that electric transmission providers use to integrate new generating facilities interconnecting to the grid. Relevant here, the reforms pursuant to Order No. 2023 address queue processing by implementing a first-ready, first-served cluster study process. On May 16, 2024, DESC submitted its initial compliance filing with the FERC in response to Order No. 2023. Interested Parties filed comments on the initial compliance filing on June 6, 2024, and DESC filed an answer in response on June 21, 2024. The FERC issued its Order on Compliance on February 20, 2025, directing DESC to submit a further compliance filing. On April 21, 2025, DESC submitted its supplemental compliance filing, requesting an effective date of August 1, 2025.

The cluster study process set forth in DESC's proposed Large Generator Interconnection Procedures ("LGIP") differs from the Definitive Interconnection Study Process under DESC's currently effective Appendix CS. As such, to align the two processes, DESC is making revisions to its Appendix DESC CS that is currently effective and approved by the Commission. The DESC Cluster Study Process detailed in this Appendix ("Appendix") is called the "Cluster Study Process." DESC will apply the Cluster Study Process consistently to all South Carolina-jurisdictional and FERC-jurisdictional Interconnection Customers.~~Pursuant to Section 4.1.1 of the South Carolina Generator Interconnection Procedures (SCGIP), Dominion Energy South Carolina, Inc. ("DESC" or "Utility") has obtained authorization from the Public Service Commission of South Carolina ("Commission") to transition DESC's SCGIP Section 4 generator interconnection study process for South Carolina-jurisdictional Interconnection Customers to a Cluster Study process. The DESC Cluster Study~~

~~Process detailed in this Appendix DESC CS (“Appendix”) is called the “Definitive Interconnection Cluster Study Process.” DESC will apply the Definitive Interconnection Cluster Study Process consistently to all South Carolina-jurisdictional and FERC-jurisdictional Interconnection Customers.~~

Section 1. Overview of Appendix DESC CS

1.1 This Appendix allows ~~transition of existing Interconnection Customers (Section 3 Transitional Cluster Study Process) with a valid queue position, allows~~ prospective Interconnection Customers to informally receive existing DESC study information (Section 3 Informational Interconnection Study Process for Transmission System Interconnections), and creates an annual ~~Definitive Interconnection Cluster Study Process~~ for Interconnection Customers (Section 4 Overview of ~~Definitive Interconnection Cluster Study Process~~) requesting to interconnect and to operate in parallel with DESC’s System in South Carolina that are not eligible to apply for interconnection under SCGIP Section 2 (20 kW Inverter Process) or Section 3 (Fast Track Process).

1.2 Applicability.

Pursuant to SCGIP Section 4.1.1, DESC is administering the Cluster Study Process detailed in this Appendix as the SCGIP Section 4 Study process for all Interconnection Customers. Interconnection Customers that elect to withdraw from the Cluster Study Process may be subject to a Withdrawal Penalty, as further addressed in Section 4.9.

This Appendix shall apply to all new Interconnection Requests submitted after April 1 in the year of the Appendix’s effective date.~~if the Interconnection Customer does not have a fully executed Interconnection Agreement for the Generating Facility as of its effective date.~~ This Appendix shall not apply to Generating Facilities having ~~a fully executed Interconnection Agreement~~ as submitted an Interconnection Request prior to April 1 of the year of the Appendix’s effective date, unless the Interconnection Customer proposes a Material Modification, transfers ownership of the Generating Facility, or application of the Appendix is agreed to in writing by DESC and the Interconnection Customer. Revised fees and new deposits may apply.

4.21.3 Capitalized terms shall have the meanings specified in the SCGIP Attachment 1 Glossary of Terms, or in Attachment 1 of this Appendix.

4.31.4 Cross references to Sections of this Appendix shall be identified by the applicable Section or Attachment. Cross references to Sections or attachments of the SCGIP shall be preceded by “SCGIP.”

Section 1 provides this overview of the Appendix.

Section 2 addresses modified deposits and requirements applicable to Interconnection Customers electing to proceed through the Definitive Interconnection Cluster Study Process.

~~**Section 3** describes the Transitional Study Process.~~

Section 34 describes an optional Informational Interconnection Study process available to prospective Interconnection Customers considering submitting a Transmission System Interconnection Request(s).

Section 45 establishes the detailed process and requirements for implementing the Definitive Interconnection Cluster Study Process.

Attachment 1 provides certain supplemental definitions applicable to the DESC Definitive Interconnection Cluster Study Process in addition to the definitions identified in SCGIP Attachment 1.

~~**Attachment 2** is the Transitional Cluster System Impact Study Agreement.~~

~~**Attachment 3** is the Informational Interconnection Study Request Form and Study Agreement.~~

Attachment 4-2 is the Definitive Interconnection System Impact Cluster Study (DISIS) Agreement.

Attachment 3 is the Facilities Study Agreement for use in the Cluster Study Process.

Section 2. Modified SCGIP Section 1.3 Interconnection Request Requirements

- 2.1 Interconnection Customers requesting to proceed under the Definitive Interconnection Cluster Study Process shall meet all requirements of SCGIP Section 1.3. However, in lieu of the deposit required by SCGIP Section 1.3.1.2, the Interconnection Request deposit for Interconnection Customers to be evaluated under the Definitive Interconnection Cluster Study Process shall equal:

(1) \$10,000 plus one dollar (\$1.00) per kWac of capacity specified in the Interconnection Request Application Form for all Interconnection Requests 1 MW or less;

(2) \$20,000 plus one dollar (\$1.00) per kWac of capacity specified in the Interconnection Request Application Form for all Interconnection Requests greater than 1 MW and less than 20 MW;

(3) \$35,000 plus one dollar (\$1.00) per kWac for Interconnection Requests between 20 MW and 50 MW; or

(4) \$50,000 plus one dollar (\$1.00) per kWac for all Interconnection Requests greater than 50 MW.

The deposit is intended to cover DESC's reasonably anticipated costs including overheads for conducting the ~~DISIS-Cluster~~ and the Facilities Study. In addition, such deposit shall be applicable towards DESC's cost of administering the generator interconnection process as well as any Upgrades and Interconnection Facilities, including overheads under a future Interconnection Agreement(s) (if applicable).

2.2 An Interconnection Customer wishing to join the next ~~DISIS-Cluster~~ shall submit its Interconnection Request to DESC no later than the close of the ~~DISIS-Cluster~~ Request Window established in Section 4.1.1.

2.3 DESC may request additional technical information from the Interconnection Customer as DESC may reasonably determine necessary consistent with Good Utility Practice to complete the ~~DISISCluster~~. Where DESC determines that technical information provided in an Interconnection Request is not adequate to initiate the ~~Definitive-InterconnectionCluster~~ Study Process and requests the Interconnection Customer provide supplemental information prior to the close of the initial Customer Engagement Window provided for in Section 4.1.1, DESC shall provide to the Interconnection Customer a written list detailing all information that must be provided by the Interconnection Customer within ten (10) Business Days of the request where the Interconnection Customer's failure to provide the information required by DESC within the deadline will result in the Interconnection Request being deemed withdrawn by DESC.

~~Section 3. Transitional Study Process~~

~~Any Interconnection Customer that has received a Queue Number but has not executed an Interconnection Agreement with DESC prior to the effective date of this Appendix may request in writing after receiving notice from DESC to be studied under the following Transition Procedures.~~

~~An Interconnection Customer electing to complete the study process under the Transition Procedures must notify DESC in writing and meet all~~

~~transitional readiness milestone requirements within sixty (60) Calendar Days of the later of the effective date of this Appendix or delivery of written notice of DESC's transition to the Definitive Interconnection Study Process provided by DESC. An Interconnection Customer that does not meet the Transition Procedure requirements shall withdraw or be deemed withdrawn from the Queue and then may submit a new Interconnection Request to be studied under a future Definitive Interconnection Study Process.~~

~~3.1 Optional Transitional Serial Process.~~

~~An Interconnection Customer that has a final System Impact Study Report, and a Facilities Study Agreement executed by the Interconnection Customer prior to the effective date of this Appendix, may opt to continue with the serial Facilities Study process if the Interconnection Customer provides notice in writing to DESC and meets each of the following requirements that demonstrate readiness within the sixty (60) Calendar Day timeframe prescribed in Section 3:~~

~~a) The Interconnection Customer makes a supplemental deposit equal to the greater of:~~

~~1) one hundred percent (100%) of the System Upgrade costs identified in the Interconnection Customer's System Impact Study Report; or~~

~~2) a minimum deposit based upon the Interconnection Customer's requested Maximum Generating Capacity as identified in the Interconnection Request of:~~

~~\$100,000 for Interconnection Customers greater than 1 MW up to 5MW;~~

~~\$150,000 for Interconnection Customers greater than 5 MW up to 10 MW;~~

~~\$200,000 for Interconnection Customers greater than 10 MW up to 20 MW;~~

~~\$500,000 for Interconnection Customers greater than 20 MW up to 50 MW; or~~

~~\$800,000 for Interconnection Customers greater than 50 MW.~~

~~The supplemental deposit shall be in the form of an irrevocable letter of credit upon which DESC may draw or a cash deposit. The supplemental deposit shall be held~~

~~by DESC as pre-payment for the estimated cost of System Upgrades to be designed by DESC in the SCGIP Section 4.4 Facilities Study.~~

~~b) The Interconnection Customer affirms site control consistent with SCGIP Section 1.5 to construct the entire Generating Facility and all required Interconnection Facilities to the Point of Interconnection to DESC's System.~~

~~c) The Interconnection Customer provides one of the following:~~

~~i. A contract, binding upon the parties to the contract, for the sale of the Generating Facility's energy where the term of the sale is not less than five (5) years; or~~

~~ii. Reasonable evidence that the Generating Facility is included in DESC's Resource Plan or has received a contract award in a Resource Solicitation Process.~~

~~3.1.1 For each Interconnection Customer that achieves the Transitional Serial readiness requirements described in Section 3.1, DESC shall make reasonable efforts to complete the Facilities Study pursuant to the process established in SCGIP Section 4.4 within the timeframe prescribed in Section 5.4.1. DESC and the Interconnection Customer shall then follow the SCGIP Section 5 Interconnection Agreement and Scheduling process, except that the Section 5.3.10.4 Readiness Milestone 4 requirement shall not apply to Interconnection Customers participating in the Transitional Serial Study.~~

~~3.1.2 If an Interconnection Customer that has entered the Transitional Serial Study process withdraws the Interconnection Request or otherwise does not reach Commercial Operation, the supplemental deposit amount shall be forfeited to DESC, with amounts deposited for pre-payment of System Upgrades to be used to construct the System Upgrades identified in the System Impact Study Report. If the Interconnection Customer submitted a minimum supplemental deposit amount in excess of its assigned System Upgrades, the minimum deposit amount shall be treated as a Withdrawal Penalty and distributed to fund restudies and if not necessary for restudy will be distributed to fund future Definitive Interconnection Study Process costs pursuant to Section 5.7.4.~~

~~Notwithstanding the foregoing, an Interconnection Customer may withdraw without being subject to a Withdrawal Penalty and be fully refunded pre-payment amounts for System Upgrades where:~~

~~(1) the Interconnection Customer's System Upgrades and Interconnection Facilities identified in the Facilities Study Report exceed the Interconnection Customer's Section 3.1.a).2) minimum deposit amount; and~~

~~(2) the Interconnection Customer's System Upgrades and Interconnection Facilities costs identified in the Facilities Study Report increase by more than twenty-five percent (25%) compared to the costs identified in the Interconnection Customer's System Impact Study Report; and~~

~~(3) the Interconnection Customer provides written notice of withdrawal to DESC within ten (10) Business Days of receipt of the Facilities Study Report.~~

~~3.1.3 If the Interconnection Customer proceeds to execute an Interconnection Agreement, the supplemental deposit shall be applied towards future construction costs required to complete the interconnection under the Interconnection Agreement and shall be reconciled by DESC in the detailed estimated Upgrade charges in the Interconnection Agreement.~~

~~3.2 Transitional Cluster Study Process.~~

~~An Interconnection Customer with an assigned Queue Position prior to the effective date of this Appendix, may opt to enter the Transitional Cluster Study if the Interconnection Customer meets the requirements in Section 3.2.1 and provides written notice to DESC pursuant to the process established in Section 3. All Interconnection Customers who enter the Transitional Cluster Study shall be considered to have an equal Queue Position, and identified Upgrade costs shall be allocated according to Section 5.3.4. The Transitional Cluster Study costs shall be allocated according to the method described in Section 5.3.3.~~

~~3.2.1 A Transitional Cluster Study general informational meeting open to all eligible Interconnection Customers shall be held within thirty (30) Calendar Days of either the effective date of this Appendix or the effective date of FERC-jurisdictional changes to the DESC LGIP incorporating a Transitional Cluster Study Process, whichever is later. To join the Transitional Cluster Study, the Interconnection Customer must meet all of the following requirements within the timeframe prescribed in Section 3:~~

- ~~a) Execute a Transitional Cluster System Impact Study Agreement (Attachment 2);~~
- ~~b) Make a supplemental Interconnection Request study deposit, if necessary, to increase the Interconnection Customer's total study deposit to equal the amount required under Section 2.1;~~
- ~~c) Confirm site control consistent with SCGIP Section 1.5; and~~
- ~~d) Provide one of the following:~~
 - ~~i. A contract, binding upon the parties to the contract, or reasonable evidence that the Interconnection Customer has established a legally enforceable obligation binding upon the Interconnection Customer (or has filed a Complaint with the Commission alleging a legally enforceable obligation has been established), for sale of the Generating Facility's energy to DESC, where the term of the sale is not less than five (5) years; or~~
 - ~~ii. Reasonable evidence that the Generating Facility is included in DESC's Resource Plan or has received a contract award in a Resource Solicitation Process; or~~
 - ~~iii. Reasonable evidence that the Interconnection Customer's Interconnection Request was accepted by DESC and its Queue Position was initially established at least 365 Calendar days prior to DESC's initiation of the Transitional Cluster Study pursuant to Section 3.~~

~~3.2.2 If one or more valid requests are received into the Transitional Cluster Study, DESC shall undertake an expedited thirty (30) Calendar Day customer engagement process as provided for in Section 5.3.1 and shall then initiate a Phase 1 study under the procedures prescribed in Section 5.3.7.1 (Transitional Cluster Study Phase 1). DESC shall use reasonable efforts to complete the Transitional Cluster Study Phase 1 consisting of a power flow and voltage analysis within one hundred twenty (120) Calendar Days. The Transitional Cluster Study Phase 1 Report shall identify the Interconnection Facilities and System~~

~~Upgrades that are expected to be required as a result of the Interconnection Requests and provide a non-binding good-faith indicative estimate of cost responsibility and a non-binding good-faith estimated time to construct. DESC will host a meeting to discuss the results of Transitional Cluster Study Phase 1 within ten (10) Calendar Days of issuing the Transitional Cluster Study Phase 1 Report.~~

~~3.2.3 Within thirty (30) Calendar Days of DESC's publication of the Transitional Cluster Study Phase 1 Report, each Interconnection Customer electing to proceed with Phase 2 of the Transitional Cluster Study shall submit a supplemental deposit based upon the Interconnection Customer's requested Maximum Generating Capacity as identified in the Interconnection Request of:~~

~~\$100,000 for Interconnection Customers greater than 1 MW up to 5MW;~~

~~\$150,000 for Interconnection Customers greater than 5 MW up to 10 MW;~~

~~\$200,000 for Interconnection Customers greater than 10 MW up to 20 MW;~~

~~\$500,000 for Interconnection Customers greater than 20 MW up to 50 MW; or~~

~~\$800,000 for Interconnection Customers greater than 50 MW.~~

~~An Interconnection Customer electing to withdraw from the Transitional Cluster Study prior to commencement of the Phase 2 study shall be assigned its allocated Transitional Cluster Study Phase 1 study costs subject to the withdrawal process under Section 5.7.3, but shall not be subject to any Withdrawal Penalty.~~

~~3.2.4 Once the Transitional Cluster Study Phase 2 commences, DESC shall complete an updated power flow/voltage analysis (if necessary), stability analysis and short circuit analysis for the Interconnection Customers remaining in the Transitional Cluster Study pursuant to the procedures in Section 5.3.7.3. DESC shall use reasonable efforts to complete the Phase 2 analysis within one hundred fifty (150) Calendar Days. The results of this analysis shall identify the Interconnection Facilities and System Upgrades expected to be required to reliably interconnect the Generating Facilities proceeding in the Transitional Cluster Study and shall provide a non-binding good-faith estimate of cost responsibility and a non-binding good-faith estimated time to construct. The Transitional Cluster Study Phase 2 Report shall identify each Interconnection Customer's estimated allocated costs for the Interconnection Facilities and System Upgrades that would be borne~~

~~by the Interconnection Customer under a future Interconnection Agreement.~~

~~If the Interconnection Customer withdraws the Interconnection Request at any time after Phase 2 commences or otherwise does not reach Commercial Operation, the Section 3.2.3 supplemental deposit amount provided after Phase 1 shall be treated as a Withdrawal Penalty and distributed to fund future Cluster Study costs pursuant to Section 5.7.4, unless (1) the System Upgrades assigned to the Interconnection Customer exceed the supplemental deposit amount required under Section 3.2.3; and (2) DESC determines consistent with Good Utility Practice that a Withdrawal Penalty should not be assigned pursuant to the standards prescribed in Section 5.7.3.~~

~~3.2.5 Within thirty (30) Calendar Days of DESC's publication of the Transitional Cluster Study Phase 2 Report, each Interconnection Customer within the Transitional Cluster Study wishing to continue shall:~~

- ~~a) Submit a non-refundable deposit equal to one hundred percent (100%) of the System Upgrade costs identified in the Transitional Cluster Study Phase 2 Report, that would be borne by the Interconnection Customer under a future Interconnection Agreement. The deposit shall be in the form of an irrevocable letter of credit upon which DESC may draw or a cash deposit;~~
- ~~b) Demonstrate definitive readiness by providing:~~
 - ~~i. a contract, binding upon the parties to the contract, for sale of the Generating Facility's energy to DESC, where the term of the sale is not less than five (5) years; or~~
 - ~~ii. reasonable evidence that the Generating Facility is included in DESC's Resource Plan and, if required, has filed an application for a Certificate of Public Convenience and Necessity from the Commission or has received a contract award in a Resource Solicitation Process; and~~
- ~~c) Execute a Facilities Study Agreement to proceed with Facilities Study under SCGIP Section 4.4.~~

~~If any Interconnection Customer within the Transitional Cluster Study fails to meet the foregoing requirements, such Interconnection~~

~~Customer shall withdraw or be deemed withdrawn by DESC and shall be subject to the Withdrawal Penalty identified in Section 3.2.4. DESC shall determine whether restudy is required pursuant to the procedures of Section 5.3.7.5 prior to executing the Facilities Study Agreements and returning them to the remaining Interconnection Customers.~~

~~If an Interconnection Customer withdraws at any time after demonstrating readiness pursuant to this Section and committing to proceed to Facilities Study, the Withdrawal Penalty assigned shall equal the greater of the Section 3.2.3 supplemental deposit, or the pre-payment of System Upgrades required by Section 3.2.5.a), which shall be forfeited to DESC, with amounts deposited for pre-payment of System Upgrades to be used to construct the System Upgrades identified in the Traditional Cluster System Impact Study Report. A Withdrawal Penalty shall be assigned unless (1) the System Upgrades assigned to the Interconnection Customer exceed the supplemental deposit amount required under Section 3.2.3; and (2) DESC determines consistent with Good Utility Practice that a Withdrawal Penalty should not be assigned pursuant to the standards prescribed in Section 5.7.3.~~

~~3.2.6 DESC shall use reasonable efforts to complete the Facilities Study for all Interconnection Customers in the Transitional Cluster Study pursuant to SCGIP Section 4.4 within the timeframe prescribed in Section 5.4.1. Within ten (10) Business Days of DESC's issuance of the Facilities Study Report, the additional non-refundable deposit provided after Phase 2 of the Transitional Cluster Study shall be reconciled to equal the cost of any System Upgrades identified in the Transitional Cluster Facilities Study Report, that would be borne by the Interconnection Customer under a future Interconnection Agreement, or the Interconnection Request shall withdraw or be deemed withdrawn by DESC. DESC and the Interconnection Customer shall follow the SCGIP Section 5 Interconnection Agreement and Scheduling administration process, except that the Milestone 4 requirement in Section 5.3.10.4 of this Appendix shall not apply to Interconnection Customers participating in the Transitional Cluster Study.~~

~~Section 4.~~Section 3. Informational Interconnection Analysis Study Process for Transmission System Interconnections

~~4.1—Interconnection Customers will be able to access a visual representation, known as a heatmap, of available transmission capacity ninety (90) days~~

~~prior to the Application Period for the 2026 Cluster Study. The heatmap is intended to benefit prospective Interconnection Customers by helping them to identify ideal points of interconnection based on areas of expected congestion. evaluating different options (such as different sizes, sites or voltages) are encouraged but not required to use the Informational Interconnection Study process before entering the Definitive Interconnection Study Process. At any time, a prospective Interconnection Customer may request that DESC perform Informational Interconnection Studies. The Interconnection Customer shall submit a separate Informational Interconnection Study Request (Attachment 3) for each Generating Facility and may submit multiple Informational Interconnection Study Requests for different Generating Facility sizes or configurations at a single site. An Informational Interconnection Request to evaluate one Generating Facility interconnecting at two different voltage levels is an example of a request that shall be treated as two Informational Interconnection Study Requests. Any one developer shall have no more than five (5) requests for Informational Interconnection Study reports pending at one time. The Interconnection Customer must submit a \$10,000 deposit with each Informational Interconnection Request if more than one request is submitted for a single Generating Facility or site.~~

~~4.2 The prospective Interconnection Customer shall use the request form in Attachment 3 and shall describe the project-related assumptions that the Interconnection Customer wants DESC to study within the scope described in Section 4.4 and in accordance with Good Utility Practice. Within ten (10) Business Days after receipt of a request for an Informational Interconnection Study, DESC shall provide to the Interconnection Customer an Informational Interconnection Study Agreement in the form provided in Attachment 3, including a non-binding good-faith estimate of the timing and cost to complete the Informational Interconnection Study. Notwithstanding the above, DESC shall not be required as a result of an Informational Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.~~

~~4.3 Interconnection Customer shall execute and return the Informational Interconnection Study Agreement to DESC within ten (10) Business Days of receipt of an agreed upon scope of work and shall deliver the Informational Interconnection Study agreement, the technical data, and a \$10,000 deposit to DESC. DESC shall then countersign and return the Informational Interconnection Study agreement within ten (10) Business Days of receipt.~~

~~4.4 Scope of Informational Interconnection Study.~~

~~4.4.1 The intent of the Informational Interconnection Study is to aid a prospective Interconnection Customer in its business decisions related to interconnection of a Generating Facility prior to entering the SCGIP Section 4 Study Process. The Informational Interconnection Study shall consist of analysis based on the project-related assumptions and scope of work specified by the Interconnection Customer and agreed to by DESC in the Informational Interconnection Study Agreement. The Informational Interconnection Study shall preliminarily identify the potential Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to interconnect a proposed Generating Facility based upon the results and project-related assumptions of the Informational Interconnection Study. The Informational Interconnection Study shall be performed solely for informational purposes and is non-binding and does not confer any rights as the Interconnection Customer must still successfully apply to interconnect to DESC's System. DESC shall utilize existing studies to the extent practicable in conducting the Informational Interconnection Study.~~

~~4.5 Informational Interconnection Study Procedure.~~

~~4.5.13.1.1 DESC shall use reasonable efforts to complete the Informational Interconnection Study within a mutually agreed upon time period specified in the Informational Interconnection Study Agreement. If DESC is unable to complete the Informational Interconnection Study within such time period, it shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. After the Informational Interconnection Study is concluded, any difference between the Informational Interconnection Study deposit and the actual cost of the study shall be paid to DESC or refunded to the Interconnection Customer, consistent with the timeframe and procedures established in SCGIP Section 6.3.3.~~

Section 5. Section 4. Overview of Definitive Interconnection Cluster Study Process and Complete Interconnection Request

5.14.1 Complete Interconnection Request.

5.2 Applicability.

~~Pursuant to SCGIP Section 4.1.1, DESC is administering the Definitive Interconnection Cluster Study Process detailed in this Appendix as the SCGIP Section 4 Study process for all Interconnection Customers.~~

~~Interconnection Customers that elect to withdraw from the Definitive Interconnection Cluster Study Process may be subject to a Withdrawal Penalty, as further addressed in Section 5.7.~~

~~5.3 Verification Period and Scoping Meeting for DISIS.~~

~~At the close of the DISIS Request Window, DESC shall begin a thirty (30) Calendar Day DISIS Verification Period during which DESC will identify, and Interconnection Customers will correct, any missing information needed prior to beginning the Customer Engagement Window.~~

~~DESC shall, within twenty (20) Business Days after the close of the DISIS Verification Period, host an open Scoping Meeting, for all Interconnection Customers with Interconnection Requests received in the DISIS Request Window. DESC shall also hold individual customer specific Scoping Meetings if requested by an Interconnection Customer within five (5) Business Days of the Scoping Meeting.~~

~~The purpose of the Scoping Meeting is to discuss alternative interconnection options; to exchange information, including any available transmission data that would reasonably be expected to impact such interconnection options; to review such information; and to determine the potential feasible Points of Interconnection. DESC and Interconnection Customers will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. DESC and Interconnection Customers will each bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate a single and definitive Point of Interconnection to be studied by DESC during the DISIS.~~

~~At the Interconnection Customer's option, the Utility and the Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in the DISIS Cluster process and attempt to eliminate alternatives in a reasonable fashion given the resources and information available. The Interconnection Customer shall select a single definitive Point of Interconnection to be studied no later than the execution of the Definitive System Impact Study Agreement and shall provide affirmation of site control to construct the entire Generating Facility and all required Interconnection Facilities to the designated Point of Interconnection no later than commencement of the Phase 1 study process described in Section 5.3.7.1.~~

5.4.2 ~~Definitive Interconnection System Impact Cluster Study~~ Cluster Request Window.

4.2.1 DESC shall accept Interconnection Requests during a forty-five (45) Calendar Day period (the "Cluster Request Window") which shall open annually on August 15.

5.4.14.2.2 Initiation of a ~~DISIS~~an Interconnection Request.

DESC shall receive Interconnection Requests during the ~~DISIS~~ Cluster Request Window which shall open annually on ~~April~~ August 15 and shall remain open for ~~150~~ 45 Calendar Days or through the following Business Day if the ~~41~~ 50th day falls on a weekend or a NERC recognized holiday. ~~The DISIS Request Window will be followed immediately by the DISIS Verification Period described in 5.2.~~

An Interconnection Customer seeking to join a Cluster shall submit its Interconnection Request to DESC 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 all of the following:

(i) Applicable study deposit amount, pursuant to Section 2.1 of this Appendix,

(ii) A completed Interconnection Request Application, pursuant to Section 2 of this Appendix.

(iii) Confirm site control consistent with SCGIP Section 1.5; and

(vi) A Commercial Readiness Deposit equal to one times the study deposit described in Section 2.1 of this Appendix in the form of an irrevocable letter of credit, cash, or other form of security that is reasonably acceptable to by DESC. This Commercial Readiness Deposit is refunded to Interconnection Customer according to Section ~~3.74.9~~ of this Appendix., and

Interconnection Customer shall promptly inform DESC of any material change to Interconnection Customer's demonstration of Site Control under Section 4.1.2(iii) of this Appendix. If DESC determines, based on Interconnection Customer's information, that Interconnection Customer no longer satisfies the Site Control requirement, DESC

shall give Interconnection Customer ten (10) Business Days to demonstrate satisfaction with the applicable requirement subject to DESC's approval. Absent such, DESC shall deem the Interconnection Request withdrawn pursuant to Section 3.74.9 of this Appendix.

4.2.3 Acknowledgement of Interconnection Request.

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

4.2.4 Deficiencies in Interconnection Request.

An Interconnection Request will not be considered to be a valid request until all items in Section 4.1.2 of this Appendix have been received by DESC during the Cluster Request Window. If an Interconnection Request fails to meet the requirements set forth in Section 4.1.2 of this Appendix, DESC shall notify 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 valid request. Interconnection Customer shall provide DESC the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice but no later than the close of the Cluster Request Window. At any time, if DESC finds that the technical data provided by Interconnection Customer is incomplete or contains errors, Interconnection Customer and DESC shall work expeditiously and in good faith to remedy such issues by the close of the Customer Engagement Window. In the event that Interconnection Customer fails to comply with ~~this~~ Section 4.1.4 of this Appendix, DESC shall deem the Interconnection Request withdrawn (without the cure period provided under Section 5.7 of this Appendix), the application fee is forfeited to DESC, and the study deposit and Commercial Readiness Deposit shall be returned to Interconnection Customer.

4.2.5 Customer Engagement Window.

Upon the close of each Cluster Request Window, DESC will open a sixty (60) Calendar Day Customer Engagement window, ~~following the close of the DISIS Verification Period.~~ During the Customer

Engagement Window, DESC shall ~~work with the participating Interconnection Customers to build models, verify data, hold Interconnection Customer meetings (including hold a Scoping Meeting, further described in Section 4.1.6 of this Appendix,s), cure any deficiencies in the~~ with all interested Interconnection RequestsCustomers, and generally prepare for the start of the DISIS. Notwithstanding the preceding sentence and upon written consent of all Interconnection Customers within a specific Cluster, DESC may shorten the Customer Engagement Window in order to start the DISIS earlier.

~~Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within the Cluster, DESC may shorten the Customer Engagement Window and begin the Cluster Study. Within the first ten (10) Business Days following the close of the DISIS Verification Periodof opening the Customer Engagement Window,~~ DESC shall post on ~~a DESC sponsored~~ [OASIS](#) website a list of Interconnection Requests for that Cluster, identifying for each Interconnection Request:

- (i) the Cluster the Interconnection Request is in;
- (ii) the location by county;
- (iii) the distribution or transmission substation or transmission line or lines where the interconnection will be made; and
- (iv) the type of Generating Facility to be constructed including fuel type such as wind, natural gas, coal, or solar.

~~Prior to the close of the Customer Engagement Window, each Interconnection Customer shall:~~

- ~~(i) execute a DISIS Agreement pursuant to Section 5.3.5;~~
- ~~(ii) provide initial security equal to 1 times the Section 2.1 study deposit amount; and~~
- ~~(iii) provide evidence satisfactory to DESC of either an initial Readiness Milestone (M1), as described in Section 5.3.10, or additional security in the form of an irrevocable letter of credit or cash in lieu of the M1 Readiness Milestone equal to one times the Study Deposit required in Section 2.1.~~

At the end of the Customer Engagement Window, all Interconnection Requests ~~deemed complete and that meet the foregoing readiness requirements and~~ that have an executed ~~DISIS Cluster Study Agreement~~ shall be included in that ~~DISIS Cluster~~. Any Interconnection Requests ~~for which Interconnection Customer has not executed a Cluster Study Agreement shall be not~~ deemed sufficient withdrawn (without the cure period provided under Section ~~3.74.9~~ of this Appendix) by DESC, the ~~application~~administration fee shall be forfeited to DESC, and DESC shall return the study deposit and Commercial Readiness Deposit to Interconnection Customer. ~~at the close of the Customer Engagement Window shall not be included in the commencing DISIS Cluster.~~ Immediately following the Customer Engagement Window, DESC shall initiate the ~~DISIS Cluster Study~~ described in Section 4.5 of this Appendix.

4.2.6 Cluster Study Scoping Meeting.

During the Customer Engagement Window, DESC shall host a Scoping Meeting for all Interconnection Customers with valid Interconnection Requests received in the Cluster Request Window.

The purpose of the Scoping Meeting is to discuss alternative interconnection options; to exchange information, including any available transmission data that would reasonably be expected to impact such interconnection options; to discuss the Cluster Study materials posted to OASIS ~~pursuant to Section 5.2 of the Appendix, if applicable,~~ and to analyze such information. DESC and Interconnection Customers will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. DESC and Interconnection Customers will each bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate a single and definitive Point of Interconnection to be studied by DESC during the Cluster Study.

If the Cluster Study Scoping Meeting consists of more than one Interconnection Customer, DESC shall issue, no later than fifteen (15) Business Days after the commencement of the Customer Engagement Window, and Interconnection Customer shall execute a non-disclosure agreement prior to a group Cluster Study Scoping

Meeting, which will provide for confidentiality of identifying information or commercially sensitive information pertaining to any other Interconnection Customers.

At the Interconnection Customer's option, the Utility and the Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in the Cluster process and attempt to eliminate alternatives in a reasonable fashion given the resources and information available. The Interconnection Customer shall select a single definitive Point of Interconnection to be studied no later than the execution of the Definitive System Impact Study Agreement and shall provide affirmation of site control to construct the entire Generating Facility and all required Interconnection Facilities to the designated Point of Interconnection no later than commencement of the Cluster study process described in Section 5.3.7.1.

5.54.3 Initiation of a Resource Solicitation Cluster.

At any time, and solely for purposes of administering a Commission approved Competitive Resource Solicitation, DESC may initiate a Resource Solicitation Cluster. DESC may administer the Resource Solicitation Cluster either separately or as part of a previously initiated ~~DISIS~~ Cluster Study. Where the Resource Solicitation Cluster is studied separately from an existing ~~DISIS~~ Cluster, the Resource Solicitation Cluster shall respect Queue Position and shall be studied as its own Cluster based upon a DESC designated Queue Number where DESC represents the Interconnection Customer(s) in connection with a Competitive Resource Solicitation and shall study the Cluster based upon the Queue Number of the Resource Solicitation Cluster relative to the Queue Position of all other Interconnection Requests/Clusters.

DESC shall publicize the scope of study and timeframe to initiate the Resource Solicitation Cluster study as part of the Competitive Resource Solicitation. The timelines shall indicate the close of the Customer Engagement Window for that Resource Solicitation Cluster. Where DESC is administering the Resource Solicitation Cluster as part of an existing ~~DISIS~~ Cluster, the ~~DISIS Cluster~~ shall proceed as described in Sections ~~45.53.1~~, ~~4.5.35~~ and ~~45.53.47~~. An Interconnection Customer participating in a Resource Solicitation Cluster initiated by the Transmission Provider that withdraws its Interconnection Request from that Resource Solicitation Cluster no later than thirty (30) Calendar Days after receiving notice from the

Transmission Provider that such Interconnection Customer was not selected to continue to participate in the Resource Solicitation Cluster, will not be subject to a Withdrawal Penalty.

A Generating Facility that initially is included in a Resource Solicitation Cluster may also reserve a later Queue Position separate from the Resource Solicitation Cluster. In either case, the Interconnection Customer must meet all requirements associated with maintaining each Queue Position.

Prior to the commencement of the Facilities Study, DESC must select one of the studied combinations by identifying which Generating Facility or combination of Generating Facilities has been determined to meet the goals of the Competitive Resource Solicitation.

While conducting the ~~DISIS~~Cluster, DESC may suspend further action on the Interconnection Requests in the Competitive Resource Solicitation that are not included in the selected combination. Where a Competitive Resource Solicitation is administered as part of an annual ~~DISIS~~Cluster Study, an Interconnection Customer that is rejected in the Competitive Resource Solicitation may elect to continue to be studied as part of the ~~DISIS~~Cluster Study by continuing to demonstrate readiness or providing Financial Security, as required in Section 5.3.10 or 5.3.11meet the Cluster Study and Cluster Restudy requirements. In contrast, where a Generating Facility is rejected in a Resource Solicitation Cluster Process administered separately from a ~~DISIS~~Cluster, the Generating Facility shall lose the Queue Position it held as part of the Competitive Resource Solicitation. If a Generating Facility is selected at the conclusion of the Competitive Resource Solicitation, the Generating Facility may no longer maintain more than one Queue Position.

Prior to the completion of the Facilities Study, DESC may replace a Generating Facility or combination of Generating Facilities, subject to any necessary restudy requirements pursuant to Sections ~~5.3.7.5 or 5.3.94.5.4~~ 5.4 or 5.4.5.4.

5.64.4 Allocation of Study Costs for ~~DISIS~~the Cluster Study.

DESC shall determine each Interconnection Customer's share of the costs of completing the ~~DISIS~~Cluster Study (including general queue administration costs and overheads) by allocating: (1) ten percent (10%) of the applicable study costs to Interconnection Customers on a per capita basis based on the number of Interconnection Requests

included in the applicable Cluster; and (2) ninety percent (90%) of the applicable study costs to Interconnection Customers on a pro-rata basis based on requested megawatts included in the applicable Cluster. If an Interconnection Customer exits the Cluster prior to DESC ~~completing the Cluster Study~~~~commencing Phase 2 pursuant to Section 5.3.7.3 (including where DESC determines through Phase 1 that a distribution-level System Impact Study should be completed for one or more distribution-level Interconnection Customers in lieu of being evaluated through Phase 2)~~, then DESC shall determine each Interconnection Customer's costs of preparing for and completing the ~~DISIS Cluster Study prior to commencing Phase 2~~ and shall then separately determine each remaining Interconnection Customer's costs for the remainder of the ~~DISIS~~Cluster Study.

If a ~~Phase 3 Cluster R~~estudy or general restudy is required pursuant to Section ~~5.3.7.5 or 5.3.94.6.2~~, then DESC shall allocate the costs of the restudy as provided for in this section amongst the Interconnection Customers included in the restudy. If an Interconnection Customer proposes non-material changes to its Interconnection Request requiring limited restudy, the costs of the limited restudy shall be directly assigned to the requesting Interconnection Customer. Facilities Study costs shall be directly assigned to the Interconnection Customer associated with such study.

~~5.6.14.4.1~~ Allocation of Interconnection Facilities and Upgrade Costs Within ~~the DISIS~~Cluster Study.

DESC shall calculate each Interconnection Customer's share of System Upgrades and Interconnection Facilities costs in the following manner:

- a) Interconnection Upgrades associated with switching stations or substations shall be allocated based on the number of Generating Facilities interconnecting at an individual station on a per capita basis (i.e. on a per Interconnection Request basis). If multiple Interconnection Customers are connecting to DESC's System through shared Interconnection Facilities, those Interconnection Customers shall be considered one Interconnection Customer for the per capita calculation described in the preceding sentence. Shared Interconnection Facilities shall be allocated based on the number of Generating Facilities sharing the Interconnection Facilities on a per capita basis.

- b) All Network Upgrades other than those identified in Subsection ~~5.3.4~~ 4.a shall be allocated based on the proportional impact of each individual Generating Facility on such Network Upgrades. The proportional impact of such Network Upgrades shall be calculated as follows. All transmission lines and transformers identified as Network Upgrades shall be allocated using distribution factor analysis. Voltage support related Upgrades shall be allocated using a voltage impact analysis that identifies each Generating Facility's contribution to the voltage violation. System Upgrades associated with upgrading existing breakers due to short circuit current exceeding breaker capability shall be allocated proportionally based on the short circuit current contribution of each Interconnection Request.
- c) Costs of Distribution Upgrades shall be allocated or assigned to each Interconnection Customer based upon the proportional impact of each individual Generating Facility based upon the need for the Distribution Upgrade. Distribution line work (e.g., reconductoring) shall be allocated to those Generating Facilities contributing to the need for the Upgrade on a per MW basis, based upon location (% of Upgrade). All other Distribution Upgrade costs shall be allocated on a per capita basis (i.e. on a per Interconnection Request basis) based upon the number of projects on the feeder or substation contributing to the need for the Upgrade.
- d) Costs of Interconnection Facilities are directly assigned to the Interconnection Customer(s) using such facilities.

4.5 Cluster Study

~~5.6.24.5.1~~ Execution of ~~Definitive Interconnection System Impact~~ Cluster Study Agreement.

Unless otherwise agreed, pursuant to the Scoping Meeting provided for in Section ~~5.24.1.6~~, no later than five (5) Business Days after the close of a Cluster Request Window~~within thirty (30) Calendar Days of DESC's acknowledgement of a valid Interconnection Request requesting that a Definitive Interconnection System Impact Study be performed~~, DESC shall provide to the Interconnection Customer a DISIS Cluster Study Agreement in the form of Attachment 4 to this Appendix. ~~At least seven (7) Calendar Days before the close of a~~ During the Customer Engagement Window, DESC shall provide to each Interconnection Customer proposing to enter the DISIS Cluster

a non-binding updated good-faith estimate of the cost and timeframe for completing the ~~Definitive Interconnection System Cluster Impact Study~~ and a Cluster Study Agreement to be executed prior to the close of the Customer Engagement Window.

The Interconnection Customer shall execute the ~~DISIS Cluster Study~~ Agreement and deliver the executed ~~DISIS Cluster Study~~ Agreement to DESC no later than the close of the Customer Engagement Window or its Interconnection Request shall be withdrawn.

If Interconnection Customer does not provide all required technical data when it delivers the Cluster Study Agreement, DESC 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 within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Cluster Study Agreement or study deposit.

5.6.34.5.2 Scope of ~~Definitive Interconnection System Impact Cluster Study (DISIS).~~

The ~~DISIS Cluster Study~~ shall evaluate the impact of the proposed Interconnection Requests in the Cluster on the reliability of DESC's System. The ~~Cluster Study DISIS~~ will consider DESC's Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued requests) that, on the date the ~~DISIS Cluster Study Request Window closes is commenced~~: (i) are existing and directly interconnected to DESC's System; (ii) are existing and interconnected to Affected Systems and may have an impact on the Interconnection Request; and (iii) have a pending Interconnection Request to interconnect to DESC's System with a higher Queue Position than the ~~DISIS Cluster, either individually under Section 3.1 or included in a higher queued Cluster Study.~~

~~As set forth in Section 5.3.7, the DISIS is a phased study in which Phase 1~~The Cluster Study consists of a power flow and voltage analysis, ~~as well as that is followed in Phase 2 by~~ a short circuit analysis and a stability analysis. Any ~~DISIS~~ restudies ~~(Phase 3)~~ may consist of any one or combination of the following, as needed: (i) a power flow/voltage analysis, (ii) a short circuit analysis, and/or (iii) a stability analysis. The ~~DISIS Cluster Study R~~report(s) shall state the assumptions upon which it is based; state the results of the analyses;

and provide the requirements or potential impediments to providing the requested interconnections, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The ~~DISIS-Cluster Study R~~report(s) shall provide a list of facilities that are required as a result of the Interconnection Request and a non-binding good-faith preliminary estimate of the required Upgrades, including cost responsibility for Interconnection Customers in the Cluster, and a non-binding good-faith estimated time to construct.

The Cluster Study shall evaluate the use of static synchronous compensators, static VAR compensators, advanced power flow control devices, transmission switching, synchronous condensers, voltage source converters, advanced conductors, and tower lifting. Transmission Provider shall evaluate each identified alternative transmission technology and determine whether the above technologies should be used, consistent with Good Utility Practice, Applicable Reliability Standards, and Applicable Laws and Regulations. Transmission Provider shall include an explanation of the results of Transmission Provider's evaluation for each technology in the Cluster Study Report.

For purposes of clustering Interconnection Requests, DESC may make reasonable changes to the requested Point(s) of Interconnection as part of the ~~DISIS-Cluster Study~~ to facilitate the efficient and reliable interconnection of Interconnection Customers at common points of interconnection. DESC shall notify Interconnection Customers in writing of any intended changes to the requested Point(s) of Interconnection and the Point(s) of Interconnection shall only change upon mutual agreement. ~~Where the Interconnection Customer agrees to DESC's proposed change to the Point of Interconnection and the change results in a loss of site control, the Interconnection Customer shall have 150 Calendar Days to provide affirmation and reasonable documentation, if requested by DESC, that site control to the new Point of Interconnection has been obtained or the Interconnection Customer shall be required to post the additional financial security required by Section 5.3.11 to continue to proceed through the Definitive Interconnection~~Cluster Study process.

~~Where an Interconnection Customer is proposing to interconnect a Generating Facility to DESC's Distribution System and is determined through Phase 1 not to cause or contribute to the need for Network~~

~~Upgrades requiring further study in Phase 2, DESC shall complete a distribution level System Impact Study, as further discussed in Section 5.3.7.1 below.~~

~~5.6.4.5.3~~ DISIS Cluster Study Procedures.

The following provides an overview and timeline of the ~~Definitive Interconnection~~Cluster Study Process, ~~including the phases and milestones associated with the DISIS.~~

~~4.5.3.1~~ The ~~DISIS~~ Cluster shall consist of all ~~eligible complete~~ Interconnection Requests ~~pursuant to Section 4.5 of this Appendix~~ that ~~have satisfied M1 (or provided financial security in lieu of M1),~~ have executed a DISIS Cluster Study Agreement, and have provided all required information before the close of the Customer Engagement Window. DESC shall use reasonable efforts to complete the Cluster Study Phase 1 study consisting of a power flow and voltage analysis within one hundred twenty eighty (1820) Calendar Days of the close of the Customer Engagement Window. ~~The Phase 1 Report shall identify the Interconnection Facilities and System Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding good-faith indicative level estimate of cost responsibility and a non-binding good-faith estimated time to construct. After issuing the DISIS Phase 1 Report, DESC shall hold a second thirty (30) Calendar Day Customer Engagement Window and will host a meeting for the remaining Interconnection Customers (the Phase 1 Report Meeting) Within ten (10) Business Days of simultaneously furnishing a Cluster Study Report to each Interconnection Customer within the Cluster and posting such publishing report the DISIS Phase 1 results on a DESC sponsored website OASIS, DESC will convene a Cluster Study Report Meeting.~~

~~5.6.4.1~~ At the request of Interconnection Customer or at any time DESC determines that it will not meet the required time frame for completing the Cluster Study, DESC shall notify Interconnection Customers as to the schedule status of the Cluster Study. If DESC is unable to complete the Cluster Study within the time period, it shall notify Interconnection Customers and provide an estimated completion date with an explanation of the reasons why additional time is

required. Upon request, DESC shall provide Interconnection Customers with power flow, short circuit and stability models for the Interconnection Customer's request for the Cluster Study, subject to confidentiality arrangements consistent with SCGIP Section 6.6.

4.5.4 Cluster Study Restudies

Within twenty (20) Calendar Days of the Phase 2 Cluster Study Report Meeting, each Interconnection Customer shall notify DESC in writing whether it intends to proceed to the SCGIP Section 4.4 Facilities Study, where failure to provide the required notice shall result in the Interconnection Request being withdrawn by the Interconnection Customer or deemed withdrawn by DESC and the Interconnection Customer being subject to a Withdrawal Penalty pursuant to Section 5.7.34.9.3. Additionally, within twenty (20) Calendar Days after the Cluster Study Report Meeting, Interconnection Customer must provide an additional deposit that brings the total Commercial Readiness Deposit submitted to DESC to five percent (5%) of Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study in the form of an irrevocable letter of credit, cash, or other form of security that is reasonably acceptable to DESC. DESC shall refund the deposit to Interconnection Customer upon withdrawal in accordance with Section 4.9 of this Appendix.

5.6.4.24.5.4.1 Interconnection Customer shall promptly inform DESC of any material change to Interconnection Customer's demonstration of Site Control under Section 4.9 of this Appendix. Upon DESC determining that Interconnection Customer no longer satisfies the Site Control requirement, DESC shall notify Interconnection Customer. Within ten (10) Business Days of such notification, Interconnection Customer must demonstrate compliance with the applicable requirement subject to DESC's approval, not to be unreasonably withheld. Absent such demonstration, DESC shall deem the subject

~~Interconnection Request withdrawn pursuant to Section~~
~~of this Appendix.~~

- i. If no Interconnection Customers withdraw, the ~~Definitive Interconnection Cluster~~ Study Process shall advance to the SCGIP Section 4.4 Facilities Study stage. DESC shall notify the Interconnection Customers in writing that ~~Phase 3a Cluster Restudy~~ is not required and simultaneously provide each Interconnection Customer the Facilities Study Agreement in the form of ~~SCGIP~~ Attachment ~~93~~ of this Appendix.
- ii. If one or more Interconnection Customer(s) withdraws, DESC shall determine if a ~~full System Impact Cluster R~~estudy is necessary within thirty (30) Calendar Days after the Cluster Study Report Meeting. If DESC determines that a restudy is not necessary and ~~a Cluster Restudy Phase 3~~ is not required, DESC shall provide an updated ~~Cluster Study Phase 2~~ Report within thirty (30) Calendar Days of such determination and the ~~Definitive Interconnection Cluster~~ Study Process shall advance to the SCGIP Section 4.4 Facilities Study. When the updated ~~Phase 2 Report Cluster Study Report~~ is issued, DESC shall notify remaining Interconnection Customers, in writing, that ~~Phase 3a Cluster Restudy~~ is not required and shall provide each of those Interconnection Customers the Facilities Study Agreement in the form of ~~SCGIP~~ Attachment ~~93~~ of this Appendix.
- iii. If one or more Interconnection Customers withdraws from the Cluster and DESC determines that a ~~full System Impact Cluster R~~estudy is necessary, DESC will continue with such ~~study under Phase 3 restudies (5.3.7.5)~~ until DESC determines that no further restudies are required. If an Interconnection Customer withdraws after the ~~Phase 3 Cluster R~~estudy ~~described in Section 5.3.7.5~~ or during the Facilities Study stage and DESC determines that ~~System Impact~~ restudies are necessary, the Cluster shall be restudied ~~under~~

~~the terms of Phase 3.~~ DESC shall notify each remaining Interconnection Customer, in writing, that a restudy is required. Any cost of restudy shall be borne by Interconnection Customer(s) being restudied except as provided in Section 4.9 of this LGIP Appendix in the case of withdrawing Interconnection Customers.

~~5.6.4.34.5.4.2~~ If required by DESC under Section ~~5.3.7.44.5.4.1~~, Interconnection Customers shall continue with ~~Phase 3 of the DISISa Cluster Study Restudy. Phase 3A Cluster Restudy~~ may consist of any one or combination of the following, as needed, for the Interconnection Customers remaining in the Cluster: (i) a power flow/voltage analysis, (ii) a short circuit analysis, and/or (iii) a stability analysis-. DESC shall use reasonable efforts to complete the ~~Phase 3 Cluster Restudy~~ analysis within one hundred ~~fifty twenty~~ (150120) Calendar Days.

- ~~i. The results of this analysis shall identify the Interconnection Facilities and Network Upgrades expected to be required to reliably interconnect the Generating Facilities. The Phase 3 Report shall provide non-binding estimates of the costs of required System Upgrades and Interconnection Facilities allocated to each Interconnection Customer.~~
- ~~ii. DESC shall hold a fourth thirty (30) Calendar Day Customer Engagement Window and will host a meeting for the remaining Interconnection Customers (Phase 3 Report Meeting) within ten (10) Business Days of publishing the DISIS Phase 3 results on a DESC sponsored website. DESC shall notify remaining Interconnection Customers in the Cluster in writing when no further restudies are required and provide the Interconnection Customer(s) a Facilities Study Agreement in the form of SCGIP Attachment 9.~~
- ~~iii. If additional restudies are required before moving to Interconnection Facilities Study Facilities below, within twenty (20) Calendar Days of the Phase 3 Report Meeting (or updated Phase 3 Report Meeting), all Interconnection Customers are~~

~~required to provide an updated M3 as described in Section 5.3.10. Interconnection Customers that do not provide the Readiness Milestone (or provide security in lieu of the Readiness Milestone) by the required date shall be deemed withdrawn from the Queue pursuant to Section 5.7.3. DESC shall notify Interconnection Customers in the Cluster in writing when no further restudies are required and simultaneously provide the Interconnection Facilities Study Study Agreement in the form of SCGIP Attachment 9.~~

~~5.6.4.4 Within thirty (30) Calendar Days of receiving a Facility Study Agreement, each Interconnection Customer within the Cluster that has completed the DISIS process is required to (i) return an executed Facilities Study Agreement in the form of SCGIP Attachment 9 (executed and including all required data identified therein); and (ii) provide Readiness Milestone 3 (M3) (or provide additional security in lieu of the Readiness Milestone) as described in Section 5.3.10. Interconnection Customers that do not provide the executed Facilities Study Agreement and Readiness Milestone (or provide security in lieu of the Readiness Milestone) by the required date shall withdraw or be deemed withdrawn by DESC and are subject to a Withdrawal Penalty pursuant to Section 5.7.3.~~

~~5.6.4.5 At the request of an Interconnection Customer or at any time DESC determines that it will not meet the indicated timeframe for completing the DISIS, DESC shall notify Interconnection Customer(s) in writing as to the schedule status of the DISIS. If DESC is unable to complete the DISIS within the time period, it shall notify Interconnection Customer(s) and provide an estimated completion date with an explanation of the reasons why additional time is required.~~

~~5.6.5 Post-DISIS Report Meeting.~~

~~Within ten (10) Business Days of furnishing a final DISIS study report to Interconnection Customer(s) within the Cluster and posting the report on DESC's website, DESC shall convene an open meeting to discuss the study results. DESC shall, upon request, also make itself available to meet with individual Interconnection Customers after the study report is provided.~~

~~5.6.6 Restudy.~~

~~If restudy of the DISIS other than the restudy described above in Section 5.3.7.4 is required due to a higher or equal priority queued project dropping out of the Queue, or due to modification of an earlier queued project subject to SCGIP Section 1.6, DESC shall notify the Interconnection Customer(s) within the Cluster in writing. DESC shall make reasonable efforts to ensure such restudy takes no longer than one hundred fifty (150) Calendar Days from the date of notice. Any cost of restudy shall be borne by Interconnection Customer(s) being restudied.~~

~~5.6.7 Readiness Milestones.~~

~~Satisfaction of the requirements of Readiness Milestones 1, 2 and 3 are required as applicable throughout the Definitive Interconnection Study Process to demonstrate the readiness of the Interconnection Customer to develop the Generating Facility. Satisfaction of the requirements of Readiness Milestone 4 is required after the Definitive Interconnection Study Process has concluded, but before the Interconnection Agreement is issued by DESC to the Interconnection Customer. An Interconnection Customer who does not satisfy the requirements of an applicable Readiness Milestone (or provide additional security in lieu thereof) shall be deemed withdrawn from the Queue and are subject to payment of a Withdrawal Penalty pursuant to Section 5.7.3.~~

~~5.6.7.1 Readiness Milestone 1 (M1).~~

~~M1 is satisfied by the Interconnection Customer providing evidence of one of the options below. M1 may also be satisfied by providing additional security as described in Section 5.3.11 in lieu of demonstrating readiness.~~

- ~~a) Executed term sheet (or comparable evidence of a legally enforceable obligation) related to a contract, binding upon the parties to the contract, for sale of the Generating Facility's energy, where the term of the sale is not less than five (5) years, or~~
- ~~b) Reasonable evidence the project has been selected by DESC in a Resource Plan or is offering~~

~~to sell its output through a Resource Solicitation Process.~~

~~5.6.7.2 Readiness Milestone 2 (M2).~~

~~M2 is satisfied by the Interconnection Customer providing evidence of one of the options below. M2 may also be satisfied by providing additional security as described in Section 5.3.11 in lieu of demonstrating readiness.~~

- ~~a) Executed term sheet (or comparable evidence of a legally enforceable obligation) related to a contract, binding upon the parties to the contract, for sale of the Generating Facility's energy, where the term of the sale is not less than five (5) years; or~~
- ~~b) Reasonable evidence that the project has been selected by DESC in a Resource Plan or is offering to sell its output through Resource Solicitation Process.~~

~~5.6.7.3 Readiness Milestone 3 (M3).~~

~~M3 is satisfied by the Interconnection Customer providing evidence of one of the options below. M3 may also be satisfied by providing additional security as described in Section 5.3.11 in lieu of demonstrating readiness.~~

- ~~a) Executed contract, binding upon the parties to the contract, for the sale of the Generating Facility's energy, where the term of the sale is not less than five (5) years, or where the Interconnection Customer has initiated dispute resolution regarding DESC's failure to provide an executable contract or to execute the contract tendered by the Interconnection Customer and, in such circumstances, the Interconnection Customer shall have twenty (20) Calendar Days to execute a mutually agreeable power purchase agreement or to file a formal complaint with the Commission; or~~
- ~~b) Reasonable evidence that the project has been selected by DESC in a Resource Plan and, if~~

~~required, has filed an application for a Certificate of Public Convenience and Necessity from the Commission or has received a contract award in a Resource Solicitation Process; or~~

- ~~c) Reasonable evidence that the Interconnection Customer's Generating Facility has been included in a submitted application meeting all eligibility requirements to participate in a voluntary renewable energy program approved by the Commission pursuant to S.C. Code Section 58-41-30.~~

~~5.6.7.4 Readiness Milestone 4 (M4).~~

~~M4 must be achieved within ten (10) Business Days of DESC's issuance of the Facilities Study Report and is satisfied by the Interconnection Customer providing the prepayment amount as described below and evidence of one of the options below. M4 may also be satisfied by providing additional security as described in Section 5.3.11 in lieu of demonstrating readiness.~~

- ~~a) Executed contract, binding upon the parties to the contract, for the sale of the Generating Facility's energy, where the term of the sale is not less than five (5) years; or~~
- ~~b) Reasonable evidence that the project has been selected by DESC in a Resource Plan and, if required, has received a Certificate of Public Convenience and Necessity from the Commission or has received a contract award in a Resource Solicitation Process.~~

~~The M4 prepayment amount shall be the greater of:~~

- ~~a) one hundred percent (100%) of the System Upgrade costs identified in the Facilities Study Report that would be borne by the Interconnection Customer under a future Interconnection Agreement; or~~

~~b) a minimum deposit based upon the Interconnection Customer's requested Maximum Generating Capacity as identified in the Interconnection Request of:~~

~~\$100,000 for Interconnection Customers greater than 1 MW up to 5 MW;~~

~~\$150,000 for Interconnection Customers greater than 5 MW up to 10 MW;~~

~~\$200,000 for Interconnection Customers greater than 10 MW up to 20 MW;~~

~~\$500,000 for Interconnection Customers greater than 20 MW up to 50 MW, or~~

~~\$800,000 for Interconnection Customers greater than 50 MW.~~

~~If the Interconnection Customer is assigned System Upgrades in the Facilities Study Report, M4 shall be held by DESC as a non-refundable pre-payment for the estimated cost of such System Upgrades and shall be reconciled by DESC in the detailed estimated Upgrade charges included in a future Interconnection Agreement or shall be forfeited to DESC to construct the assigned System Upgrades if the Interconnection Request is subsequently withdrawn by the Interconnection Customer subject to the cap established for ready projects in Section 5.7.3.1. The M4 prepayment amount may be in the form of an irrevocable letter of credit upon which DESC may draw, cash, surety bond or other financial arrangement that is acceptable to DESC.~~

~~5.6.8 Definitive Interconnection Study Process Security Requirements.~~

~~The security required in lieu of demonstrating readiness at each Readiness Milestone is identified below. The security amount is dependent on whether the Interconnection Customer satisfied a Readiness Milestone and which phase of the Definitive Interconnection Study Process the customer is entering. All security described below for Readiness Milestones M1-M3 shall be in the form of an irrevocable letter of credit upon which DESC may draw or cash.~~

~~The M4 Security may be in the same form as the M1-M3 Security or may also be in the form of a surety bond or other financial arrangement that is acceptable to DESC.~~

~~An Interconnection Customer may opt to provide security in lieu of satisfying the requirements of Readiness Milestones M1 - M4, as described in Section 5.3.10. The security provided is applied towards the security amount required for each successive milestone if the Interconnection Customer does not withdraw. For example, the security provided for M2 is applied to the additional amount of security required for M3.~~

~~The amount of security required for each Readiness Milestone for Interconnection Customers that do not provide a demonstration of readiness is:~~

~~M1 and M2 = 2 times the Section 2.1 study deposit amount~~

~~M3 = 3 times the Section 2.1 study deposit amount~~

~~M4 = Greater of System Upgrade costs identified in the Interconnection Customer's Facilities Study Report or a minimum deposit amount equal to the minimum deposit required for ready projects in Section 5.3.10.4.~~

~~If an Interconnection Customer is initially required to provide increased financial security under this Section 5.3.11 because it cannot satisfy the requirements of a Readiness Milestone under Section 5.3.10, but subsequently does satisfy those requirements prior to the next Readiness Milestone, its security shall be reduced accordingly.~~

~~5.7~~ Facility Study Timeline. Facilities Study Timeline.

4.6

4.6.1 Where DESC administers a Definitive Interconnection Cluster Study Process and is completing a Facilities Study for all Interconnection Customers within a Cluster or Resource Solicitation Cluster, DESC shall use reasonable efforts to complete the Facilities Study within one hundred fifty (150) Calendar Days for all Interconnection Customers within the Cluster.

4.6.1.1 Within thirty (30) Calendar Days of receiving a Facility Study Agreement, each Interconnection Customer within the

Cluster that has completed the Cluster Study process is required to (i) return an executed Facilities Study Agreement in the form of ~~SCGIP~~ Attachment 93 of this Appendix (executed and including all required data identified therein [Exhibit A]); and (ii) provide an additional deposit that brings the total Commercial Readiness Deposit submitted to DESC to ten percent (10%) of Interconnection Customer's Network Upgrade cost assignment identified in the Cluster Study or Cluster Restudy, if applicable, in the form of an irrevocable letter of credit, cash, or other form of security that is reasonably acceptable to DESC. DESC shall refund the deposit to Interconnection Customer upon withdrawal in accordance with Section —4.9 of this Appendix.

4.6.1.2 Interconnection Customers that do not provide the executed Facilities Study Agreement and Commercial Readiness Deposit by the required date shall withdraw or be deemed withdrawn by DESC and are subject to a Withdrawal Penalty pursuant to Section ~~5.7.34.9~~.

4.6.1.3 At the request of an Interconnection Customer or at any time DESC determines that it will not meet the indicated timeframe for completing the Cluster Study, DESC shall notify Interconnection Customer(s) in writing as to the schedule status of the Cluster Study. If DESC is unable to complete the Cluster Study within the time period, it shall notify Interconnection Customer(s) and provide an estimated completion date with an explanation of the reasons why additional time is required.

4.6.2 Restudy.

If restudy of the ~~DISIS~~ Facilities Study or of the Cluster Study, other than the restudy described above in Section ~~5.3.7.44.5.4~~, is required due to a higher or equal priority queued project dropping out of the Queue, or due to modification of an earlier queued project subject to SCGIP Section 1.6, DESC shall notify the Interconnection Customer(s) within the Cluster in writing. DESC shall make reasonable efforts to ensure such restudy takes no longer than ~~one hundred fifty~~ ~~sixty~~ (15060) Calendar Days from the date of notice. Any cost of restudy shall be borne by Interconnection Customer(s) being restudied except as provided in Section 4.9 of this LGIP in the case of withdrawing Interconnection Customers.

5.8.4.7 Interconnection Agreement and Scheduling.

4.7.1 DESC and the Interconnection Customer shall follow the SCGIP Section 5 Interconnection Agreement and Scheduling processes with the following additional requirements:

4.7.1.1 In addition to submitting the executed SCGIA to Utility by the deadline specified in SCGIP Section 5.2.2, Interconnection Customer must provide Utility with the following: (1) demonstration of continued Site Control; and (2) the SCGIA Deposit equal to twenty percent (20%) of Interconnection Customer's estimated Network Upgrade costs identified in the Facilities Study Report minus the total amount of Commercial Readiness Deposits that Interconnection Customer has provided to Utility.

4.7.1.2 Utility shall use the SCGIA Deposit as the Interconnection Customer's security required under SCGIP Section 5.2.4 (or a portion thereof). If Interconnection Customer fails to provide (1) and (2) above to Utility by the deadline specified in SCGIP Section 5.2.2, the Interconnection Request will be deemed withdrawn pursuant to Section 4.9 of this Appendix.

4.7.1.3 At the same time, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Generating Facility, at Interconnection Customer election, has been achieved: (i) execution of a contract for the engineering for, procurement of major equipment for, or construction of the Generating Facility; (ii) execution of a contract (or comparable evidence) for the sale of electric energy or capacity from the Generating Facility; or (iii) application for an air, water, or land use permit.

5.8.14.7.2 Interconnection Customers that fail to meet the requirements of Appendix ~~DESC CS~~ Section 4.7.1 shall withdraw or be deemed withdrawn by DESC and are subject to a Withdrawal Penalty pursuant to ~~Section 4.9.3 of this Appendix~~. All Interconnection Customers must also satisfy the requirements of Readiness Milestone 4 (M4) within ten (10) Business Days of receipt of the Facilities Study Report. Interconnection Customers that do not provide M4 (or provide security in lieu of the Readiness Milestone by the required date) shall withdraw

~~or be deemed withdrawn by DESC and subject to a Withdrawal Penalty pursuant to Section 5.7.3.~~

5.94.8 Processing Interconnection Request During Pending Dispute.

5.9.14.8.1 Where an Interconnection Customer initiates a dispute pursuant to SCGIP Section 6.2 after entering the Definitive Interconnection Study Process, the disputing Interconnection Customer shall have the option to either withdraw from the Cluster and be studied as part of the next Cluster or to continue being evaluated as part of the Cluster provided that it complies with all requirements of the Definitive Interconnection Cluster Study Process, ~~including continuing to demonstrate readiness or provide financial security pursuant to Section 5.3.10 and 5.3.11. to include providing Commercial Readiness Deposits in accordance with Sections 4.1.2, 4.5.4, and 4.6.1.~~

5.104.9 Withdrawal of An Interconnection Request.

As described in SCGIP 6.3.1, an Interconnection Customer may withdraw an Interconnection Request at any time prior to executing an Interconnection Agreement by providing DESC with a written request for withdrawal, and, as described in SCGIP 6.3.2, an Interconnection Request shall be deemed withdrawn if the Interconnection Customer fails to meet its obligations specified in the Interconnection Procedures, System Impact Cluster Study Agreement or Facility Study Agreement or to take advantage of any express opportunity to cure. If an Interconnection Customer is deemed withdrawn, DESC shall provide written notice to the Interconnection Customer with an explanation of the reason(s) for the deemed withdrawal. Upon receipt of such written notice, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to notify DESC of its intent to pursue Dispute Resolution.

Where an Interconnection Customer requests withdrawal, or is deemed withdrawn and does not cure the deficiency, during the Definitive Interconnection Cluster Study Process, DESC shall follow the process established in SCGIP 6.3.3. and shall (i) impose the Withdrawal Penalty described in Section 5.7.34.9.1, and (ii), refund any of the refundable portion of Interconnection Customer's study deposit that exceeds the share of the costs assigned to the Interconnection Customer that Utility-DESC has incurred after settling the final invoice pursuant to SCGIP Section 6.3.3. If an invoice is not paid within the timeframe provided in SCGIP Section 6.3.3, DESC shall draw upon the security provided to settle all accounts, which

shall include any offsets of amounts due and owing by DESC. After the final invoice is paid and all accounts are settled, DESC shall refund or release all remaining security.

5.10.14.9.1 Withdrawal Penalty.

- a. An Interconnection Customer shall be subject to a Withdrawal Penalty if it withdraws its Interconnection Request or the Generating Facility does not otherwise reach Commercial Operation unless DESC determines consistent with Good Utility Practice that (1) the withdrawal does not negatively affect the timing or cost to interconnect of equal or lower queued projects; or (2) the cost responsibility identified for that Interconnection Customer in the current study report associated with Network Upgrades to the DESC system increased by more than twenty-five percent (25%) compared to the costs identified in the previous report; or (3) if the Interconnection Customer withdraws after the Facilities Study report is published and the cost responsibility for that Interconnection Customer identified in the Facilities Study report increases by more than one hundred percent (100%) compared to the prior report.

~~5.10.1.1 Calculation of the Withdrawal Penalty for Ready Projects.~~

~~If the Interconnection Customer satisfied the Readiness Milestone requirements for the most recent phase of the Definitive Interconnection Study Process prior to withdrawal, that Interconnection Customer's Withdrawal Penalty shall be calculated as follows:~~

- ~~1. If the Interconnection Customer withdraws after M1, but before M2, the Withdrawal Penalty shall be equal to the Interconnection Customer's actual allocated cost of the Definitive Interconnection Study Process.~~
- ~~2. If the Interconnection Customer withdraws after M2, but before M4, the Withdrawal Penalty shall be the higher of the study deposit or one (1) times the Interconnection Customer's actual allocated cost of the Definitive Interconnection Study Process.~~
- ~~3. If the Interconnection Customer withdraws after proceeding to Section 5 and providing M4, the~~

~~Withdrawal Penalty shall be the higher of the non-refundable pre-payment for the estimated System Upgrades allocated to the Interconnection Customer in the Facilities Study Report or five (5) times the Interconnection Customer's actual allocated cost of the Definitive Interconnection Study Process. This amount shall be capped at two (2) million dollars.~~

- ~~4. If the M4 prepayment amount provided by the Interconnection Customer exceeded the cap, DESC shall not be obligated to proceed with constructing the Upgrades assigned to the withdrawing Interconnection Customer and shall refund the prepayment amounts exceeding the capped Withdrawal Penalty to the withdrawing Interconnection Customer and shall allocate the Withdrawal Penalty in accordance with Section 5.7.4 in lieu of constructing the System Upgrade(s) assigned to the withdrawing Interconnection Customer.~~

~~5.10.1.24.9.1.1~~ Calculation of the Withdrawal Penalty for Non-Ready Projects.

~~If Interconnection Customer withdraws its Interconnection Request or is deemed withdrawn prior to the commencement of the initial Cluster Study, Interconnection Customer shall not be subject to a Withdrawal Penalty. If Interconnection Customer withdraws, is deemed withdrawn, or otherwise does not reach Commercial Operation at any point after the commencement of the initial Cluster Study, If the Interconnection Customer did not satisfy the Readiness Milestone requirements for the most recent phase of the Definitive Interconnection Study Process prior to withdrawal and instead provided financial security pursuant to Section 5.3.11 in lieu of demonstrating readiness, that Interconnection Customer's Withdrawal Penalty shall be dependent on the Phase in which the Interconnection Customer withdraws and shall be calculated as follows:~~

- ~~1. If the Interconnection Customer withdraws or is deemed withdrawn during the Cluster Study or after receipt of a Cluster Study Report, but prior to commencement of the~~

Cluster Restudy or Facilities Study if no Cluster Restudy is required, in Phase 1 (after M1, but before M2), the Withdrawal Penalty shall be the higher of the study deposit or two (2) times the Interconnection Customer's actual allocated cost of the Definitive Interconnection Cluster Study Process. This amount shall be capped at one (1) million dollars.

2. If the Interconnection Customer withdraws or is deemed withdrawn during the Cluster Restudy or after receipt of any applicable restudy reports issued pursuant to Section 4.5.4 of this Appendix, but prior to commencement of the Facilities Study, in Phase 2 (after M2, but before M3), the Withdrawal Penalty shall be the higher of the study deposit or two (2) times the Interconnection Customer's actual allocated cost of the Definitive Interconnection Study Process five percent (5%) of its estimated Network Upgrade costs. This amount shall be capped at one and one half (1.5) million dollars.
3. If the Interconnection Customer withdraws or is deemed withdrawn during the Interconnection after proceeding to the Section 4.4 Facilities Study (after M3, but before M4) receipt of the Facilities Study Report issued pursuant to Section 4.6.1 of this Appendix, but prior to execution of an SCGIA, the Withdrawal Penalty shall be the higher of the study deposit or ten percent (10%) of its estimated Network Upgrade costs, three (3) times the Interconnection Customer's actual allocated cost of the Definitive Interconnection Study Process. This amount shall be capped at two (2) million dollars.
4. If the Interconnection Customer withdraws after proceeding to Section 5 and providing M4, the Withdrawal Penalty shall be the higher of the non-refundable pre-payment for the estimated System Upgrades allocated to the Interconnection Customer in the Facilities Study Report or five (5) times the Interconnection Customer's actual allocated cost of the Definitive Interconnection Study Process. There is no cap on the M4 Withdrawal Penalty amount for non-ready projects.

5.10.1.34.9.1.2 Calculation of the Withdrawal Penalty for Projects with Executed Interconnection Agreements.

The Withdrawal Penalty for any Interconnection Customer that has executed an Interconnection Agreement pursuant to SCGIP—Appendix Section 5.2.14.7 and paid the required SCGIA Deposit is the higher of the study deposit or twenty (20%) of its estimated Network Upgrade costs.~~System Upgrade costs assigned to the Interconnection Customer under its executed Interconnection Agreement or five (5) times the Interconnection Customer's actual allocated cost of the Definitive Interconnection Study Process. There is no cap on this Withdrawal Penalty amount.~~

5.10.24.9.2 Distribution of Withdrawal Penalty.

4.9.2.1 Initial Distribution of Withdrawal Penalties Prior to Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster.

For a single Cluster, DESC shall hold all Withdrawal Penalty funds until all Interconnection Customers in that Cluster have either: (1) withdrawn or been deemed withdrawn; and (2) executed an SCGIA. Any Withdrawal Penalty funds collected from the Cluster shall first be used to fund studies conducted under the Cluster Study Process for Interconnection Customers in the same Cluster that have executed the SCGIA. Next, after the Withdrawal Penalty funds are applied to relevant study costs in the same Cluster, DESC will apply the remaining Withdrawal Penalty funds to reduce net increases, for Interconnection Customers in the same Cluster, in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 6 of the pro forma SCGIA attributable to the impacts of withdrawn Interconnection Customers that shared an obligation with the remaining Interconnection Customers to fund a Network Upgrade, as described in more detail in Sections 4.9.2.3 and 4.9.2.4. The total amount of funds used to fund these studies under the Cluster Study Process or those applied to any net increases in Network Upgrade costs for Interconnection

Customers in the same Cluster shall not exceed the total amount of Withdrawal Penalty funds collected from the Cluster.

Withdrawal Penalty funds shall first be applied as a refund to invoiced study costs for Interconnection Customers in the same Cluster that did not withdraw within thirty (30) Calendar Days of such Interconnection Customers executing their SCGIA. Distribution of Withdrawal Penalty funds within one specific Cluster for study costs shall not exceed the total actual Cluster Study Process costs for the Cluster. Withdrawal Penalty funds applied to study costs shall be allocated within the same Cluster to Interconnection Customers in a manner consistent with DESC's method in Section 4.3 of this Appendix for allocating the costs of Interconnection Studies conducted on a clustered basis. DESC shall post the balance of Withdrawal Penalty funds held by DESC but not yet dispersed on its OASIS site and update this posting on a quarterly basis.

If an Interconnection Customer withdraws after it executes its SCGIA, DESC shall first apply such Interconnection Customer's Withdrawal Penalty funds to any restudy costs required due to Interconnection Customer's withdrawal as a credit to as-yet-to be invoiced study costs to be charged to the remaining Interconnection Customers in the same Cluster in a manner consistent with DESC's method in Section 4.3 of this Appendix for allocating the costs of Interconnection Studies conducted on a clustered basis. Distribution of the Withdrawal Penalty funds for such restudy costs shall not exceed the total actual restudy costs.

4.9.2.2 Assessment of Network Upgrade Costs Previously Shared with Withdrawn Interconnection Customers in the Same Cluster.

If Withdrawal Penalty funds remain for the same Cluster after the Withdrawal Penalty funds are applied to relevant study costs, DESC will determine if the withdrawn Interconnection Customers, at any point in the Cluster Study Process, shared cost assignment for one or more Network Upgrades with any remaining Interconnection Customers in the same Cluster based on the Cluster Study Report, Cluster Restudy Report(s),

Interconnection Facilities Study Report, and any subsequent issued restudy report issued for the Cluster.

In Section 4.9.2 of this Appendix, shared cost assignments for Network Upgrades refers to the cost of Network Upgrades still needed for the same Cluster for which an Interconnection Customer, prior to withdrawing its Interconnection Request, shared the obligation to fund along with Interconnection Customers that have executed an SCGIA.

If DESC's assessment determines that there are no shared cost assignments for any Network Upgrades in the same Cluster for the withdrawn Interconnection Customer, or determines that the withdrawn Interconnection Customer's withdrawal did not cause a net increase in the shared cost assignment for any remaining Interconnection Customers' Network Upgrade(s) in the same Cluster, DESC will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection Customer(s). Such remaining Withdrawal Penalty funds will be returned to withdrawn Interconnection Customers based on the proportion of each withdrawn Interconnection Customer's contribution to the total amount of Withdrawal Penalty funds collected for the Cluster (i.e., the total amount before the initial disbursement required under Section 4.9.2.1 of this Appendix). DESC must make such disbursement within sixty (60) Calendar Days of the date on which all Interconnection Customers in the same Cluster have either: (1) withdrawn or been deemed withdrawn; or (2) executed an SCGIA. For the withdrawn Interconnection Customers that DESC determines have caused a net increase in the shared cost assignment for one or more Network Upgrade(s) in the same Cluster under Section 4.9.2.3(a) of this Appendix, DESC will determine each such withdrawn Interconnection Customers' Withdrawal Penalty funds remaining balance that will be applied toward net increases in Network Upgrade shared costs calculated under Sections 4.9.2.3(a) and 4.9.2.3(b) of this Appendix based on each such withdrawn Interconnection Customer's proportional contribution to the total amount of Withdrawal Penalty funds collected for the same Cluster (i.e., the total amount before the initial

disbursement requirement under Section 4.9.2.1 of this Appendix).

If DESC's assessment determines that there are shared cost assignments for Network Upgrades in the same Cluster, DESC will calculate the remaining Interconnection Customers' net increase in cost assignment for Network Upgrades due to a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customer and distribute Withdrawal Penalty funds as described in Section 4.9.2.3, depending on whether the withdrawal occurred before the withdrawing Interconnection Customer executed the SCGIA, as described in Section 4.9.2.3(a) of this Appendix, or after such execution of an SCGIA, as described in Section 4.9.2.3(b) of this Appendix.

As discussed in Section 4.9.2.4 of this Appendix, DESC will amend executed SCGIAs of the remaining Interconnection Customers in the same Cluster to apply the remaining Withdrawal Penalty funds to reduce net increases in Interconnection Customers' Network Upgrade cost assignment and associated financial security requirements under Article 6 of the pro forma SCGIA attributable to the impacts of withdrawn Interconnection Customers on Interconnection Customers remaining in the same Cluster that had a shared cost assignment for Network Upgrades with the withdrawn Interconnection Customers.

4.9.2.3 Impact Calculations.

4.9.2.3(a) Impact Calculation for Withdrawals During the Cluster Study Process.

If an Interconnection Customer withdraws before it executes its SCGIA, DESC will distribute in the following manner the Withdrawal Penalty funds to reduce the Network Upgrade cost impact on the remaining

Interconnection Customers in the same Cluster who had a shared cost assignment for a Network Upgrade with the withdrawn Interconnection Customer.

To calculate the reduction in the remaining Interconnection Customers' net increase in Network

Upgrade costs and associated financial security requirements under Article 6 of the pro forma SCGIA, DESC will determine the financial impact of a withdrawing Interconnection Customer on other Interconnection Customers in the same Cluster that shared an obligation to fund the same Network Upgrade(s). DESC shall calculate this financial impact once all Interconnection Customers in the same Cluster either: (1) have withdrawn or have been deemed withdrawn; or (2) executed an SCGIA. DESC will perform the financial impact calculation using the following steps.

4.9.2.4 First, DESC must determine which withdrawn Interconnection Customers shared an obligation to fund Network Upgrades with Interconnection Customers from the same Cluster that have SCGIAs that are executed. Next, DESC shall perform the calculation of the financial impact of a withdrawal on another Interconnection Request in the same Cluster by performing a comparison of the Network Upgrade cost estimates between each of the following:

(1) Cluster Study phase to Cluster Restudy phase (if Cluster Restudy was necessary);

(2) Cluster Restudy phase to Interconnection Facilities Study phase (if a Cluster Restudy was necessary);

(3) Cluster Study phase to Interconnection Facilities Study phase (if no Cluster Restudy was performed);

(4) Interconnection Facilities Study phase to any subsequent restudy that was performed before the execution of an SCGIA;

(5) The Interconnection Facilities Study reflected in the executed SCGIA to any subsequent restudy conducted after the execution of an SCGIA.

If, based on the above calculations, DESC determines:

(i) that the costs assigned to an Interconnection Customer in the same Cluster for Network Upgrades that a withdrawn Interconnection Customer shared

cost assignment for increased between any two studies, and

(ii) after the impacted Interconnection Customer's SCGIA was executed, Interconnection Customer's cost assignment for the relevant Network Upgrade is greater than it was prior to the withdrawal of Interconnection Customer in the same Cluster that shared cost assignment for the Network Upgrade,

then DESC shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds that has not already been applied to study costs in the amount of the financial impact by reducing, in the same Cluster, the remaining Interconnection Customer's Network Upgrade costs and associated financial security requirements under Article 6 of the pro forma SCGIA

If DESC determines that more than one Interconnection Customer in the same Cluster was financially impacted by the same withdrawn Interconnection Customer, DESC will apply the relevant withdrawn Interconnection Customer's Withdrawal Penalty funds that have not already been applied to study costs to reduce the financial impact to each Interconnection Customer based on each Interconnection Customer's proportional share of the financial impact, as determined by either the Proportional Impact Method if it is a System Network Upgrade or on a per capita basis if it is a Substation Network Upgrade, as described under Section 4.4 of this Appendix.

4.9.2.3(b) Impact Calculation for Withdrawals in the Same Cluster After the Cluster Study Process.

If an Interconnection Customer withdraws after it executes its SCGIA, DESC will distribute in the following manner the remaining Withdrawal Penalty funds to reduce the Network Upgrade cost impact on the remaining Interconnection Customers in the same Cluster who had a shared cost assignment with the

withdrawn Interconnection Customer for one or more Network Upgrades.

DESC will determine the financial impact on the remaining Interconnection Customers in the same Cluster within thirty (30) Calendar Days after the withdrawal occurs. DESC will determine that financial impact by comparing the Network Upgrade cost funding obligations Interconnection Customers shared with the withdrawn Interconnection Customer before the withdrawal of Interconnection Customer and after the withdrawal of Interconnection Customer. If that comparison indicates an increase in Network Upgrade costs for an Interconnection Customer, DESC shall apply the withdrawn Interconnection Customer's Withdrawal Penalty funds to the increased costs each impacted Interconnection Customer in the same Cluster experienced associated with such Network Upgrade(s) in proportion to each Interconnection Customer's increased cost assignment, as determined by DESC.

4.9.2.5 Amending SCGIA to Apply Reductions to Interconnection Customer's Assigned Network Upgrade Costs and Associated Financial Security Requirement with Respect to Withdrawals in the Same Cluster.

Within thirty (30) Calendar Days of all Interconnection Customers in the same Cluster having: (1) withdrawn or been deemed withdrawn; or (2) executed an SCGIA, DESC must perform the calculations described in Section 4.9.2.3(a) of this Appendix and provide such Interconnection Customers with an amended SCGIA that provides the reduction in Network Upgrade cost assignment and associated reduction to Interconnection Customer's financial security requirements, under Article 6 of the pro forma SCGIA, due from Interconnection Customer to DESC.

Where an Interconnection Customer executes the SCGIA and is later withdrawn or its SCGIA is terminated, DESC must, within thirty (30) Calendar Days of such withdrawal or termination, perform the calculations described in Section 4.9.2.3(b) of this Appendix and provide such Interconnection Customers in the same Cluster with an amended SCGIA that provides the reduction in Network Upgrade cost assignment

and associated reduction to Interconnection Customer's financial security requirements, under Article 6 of the pro forma SCGIA, due from Interconnection Customer to DESC.

4.9.2.6 Final Distribution of Withdrawal Penalty Funds.

If Withdrawal Penalty funds remain for the Cluster after the Withdrawal Penalty funds are applied to relevant study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers, DESC will return any remaining Withdrawal Penalty funds to the withdrawn Interconnection Customers in the same Cluster net of the amount of each withdrawn Interconnection Customer's Withdrawal Penalty funds applied to study costs and net increases in shared cost assignments for Network Upgrades to remaining Interconnection Customers.

~~Withdrawal Penalty revenues associated with M1-M3 shall be used to fund generation interconnection studies. Withdrawal Penalty revenues shall first be applied, in the form of a bill credit, to not yet invoiced study costs for other Interconnection Customers in the same Cluster. To the extent that such studies are fully credited, the penalty revenues shall be applied to DESC's general queue administration costs and the costs of future Clusters in queue order. Withdrawn Interconnection Customers shall not receive a bill credit associated with Withdrawal Penalties. Distribution of Withdrawal Penalty revenues to a specific study shall not exceed the total actual study costs. Withdrawal Penalty revenues within a Cluster shall be allocated in a manner comparable to the allocation of study costs described in Section 5.3.3. Specifically, the Withdrawal Penalty revenue distribution to each Interconnection Customer in a specific Cluster, shall be (1) ten percent (10%) on a per capita basis based on the number of Interconnection Requests in the applicable Cluster; and (2) ninety percent (90%) on a pro-rata basis based on requested megawatts included in the applicable Cluster. Where an Interconnection Customer withdraws after achieving the M4 readiness milestone and its assigned System Upgrades exceed the M4 cap amount in Section 5.7.3.1, DESC shall also follow the process prescribed in this Section for allocating Withdrawal Penalty revenues. DESC shall not change the distribution of Withdrawal Penalty revenues without authorization by the Commission.~~

Attachment 1

Glossary of Terms (~~Definitive Interconnection~~Cluster Study Process Supplement)

Base Case – The base case power flow, short circuit, and stability data bases used by DESC for completing interconnection studies for the Interconnection Customer.

Calendar Days – Sunday through Saturday, including all holidays.

Cluster – A group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies.

~~**Cluster Study**—An interconnection study evaluating one or more Interconnection Requests.~~

Clustering – The process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the System Impact Study.

Commercial Readiness Deposit - a deposit paid as set forth in Sections 4.1.2, 4.5.4, and 4.6.1 of this Appendix.

~~**Definitive Interconnection**Cluster Study Process~~ ~~(**Definitive Interconnection Study**)~~— An alternative interconnection study process adopted by DESC, after notice and Commission approval, for purposes of administering a Cluster Study process. The ~~Definitive Interconnection~~Cluster Study Process is inclusive of the ~~DISIS~~ ~~Cluster~~ Request Window, Customer Engagement Window, ~~Definitive Interconnection~~Cluster System Impact Study, and the Interconnection Facilities Study.

~~**Definitive Interconnection System Impact** Cluster Study~~ ~~(**DISIS**)~~— An engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of DESC's System and, if applicable, an Affected System.

~~**Definitive Interconnection System Impact**Cluster Study Agreement~~ ~~(**DISIS Agreement**)~~— Form of System Impact Study agreement contained in Attachment 4 for conducting the ~~Definitive Interconnection System Impact~~Cluster Study.

~~**Definitive Interconnection System Impact Study Cluster**~~ ~~(**DISIS Cluster**)~~— A Cluster studied through a DISIS.

~~DISIS Cluster Request Window~~ – A ~~one hundred fiftyfourty -five (15045)~~ Calendar Days window during which DESC will receive Interconnection Requests for its Definitive Interconnection Study Process.

~~DISIS Verification Period~~—A ~~thirty (30) Calendar Day~~ verification period following the ~~DISIS Request Window~~ during which ~~DESC shall work with applicable Interconnection Customers to ensure all the relevant data and information has been received.~~

~~Material Modification~~ —A ~~modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades. Material Modifications include project revisions proposed at any time after receiving notification by DESC of a complete Interconnection Request pursuant to Section 1.3.3 that 1) alters the size or output characteristics of the Generating Facility from its Utility-approved Interconnection Request submission; 2) may adversely impact other Interconnection Requests with higher Queue Numbers, or may adversely impact another Interconnection Customer who is part of the same Cluster where DESC is implementing the Definitive Interconnection Study Process.~~

~~In addition to the list of modifications to an Interconnection Request identified in the SCGIP that are not indicia of a Material Modification, a change in the point of interconnection to a new location or new voltage level, where requested by DESC and agreed to by the Interconnection Customer pursuant to Section 5.3.6, is not a Material Modification.~~

~~Maximum Generating Capacity~~—The term shall mean the maximum continuous electrical output of the Generating Facility at any time at a power factor of approximately unity as measured at the Point of Interconnection and the maximum kW delivered to the Utility during any metering period (this output may also be referred to as the “Maximum Physical Export Capability”). Requested Maximum Generating Capacity will be specified by the Interconnection Customer in the Interconnection Request and an approved Maximum Generating Capacity will subsequently be included as a limitation in the Interconnection Agreement.

~~Readiness Milestone~~—A ~~point in a Definitive Interconnection Study Process at which the Interconnection Customer must satisfy certain requirements set forth in Section 5.3.10 of this Appendix or be subject to increased withdrawal penalties and security.~~

Resource Plan – An integrated resource plan filed by DESC with the Commission pursuant to S.C. Code Ann. § 58-37-40.

Resource Solicitation Cluster – A Cluster Study associated with a Resource Plan, Competitive Resource Solicitation or related process.

SCGIA Deposit - [the deposit Interconnection Customer submits when returning the executed South Carolina Generator Interconnection Agreement \(SCGIA\).](#)

South Carolina Generator Interconnection Procedures – The term “South Carolina Generator Interconnection Procedures” shall refer to the South Carolina Generator Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections as approved by the Public Service Commission of South Carolina.

Withdrawal Penalty – A penalty assigned (if applicable) to an Interconnection Customer that withdraws from the Definitive Interconnection Study Process. Withdrawal penalty shall have the meaning set forth in Sections [5.7.24.9.2](#) and [5.7.34.9.3](#) of this Appendix.

Attachment 2

Transitional Cluster System Impact Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Dominion Energy South Carolina, Inc., a Corporation existing under the laws of the State of South Carolina, ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop and to interconnect a Generating Facility with DESC's System or to develop a generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____ which is now being processed by DESC as Queue Number _____; and

WHEREAS, the Public Service Commission of South Carolina has authorized DESC to transition to a Definitive Interconnection Study Process and Interconnection Customer has a valid Queue Number as of the effective date of the Appendix DESC CS; and

WHEREAS, Section 3.2 of Appendix DESC CS of the South Carolina Generator Interconnection Procedures ("SCGIP") afford the Interconnection Customer the option to be studied under a "Transitional Cluster Study," with equal Queue Position to all other Interconnection Requests that enter the Transitional Cluster Study, prior to DESC fully implementing the Definitive Interconnection Study Process; and

WHEREAS, Interconnection Customer has requested DESC to perform such a Transitional Cluster Study as described in Section 3.2 of Appendix DESC CS to the SCGIP, which is a combined system impact Cluster Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to physically and electrically connect the Generating Facility as well as other proposed Generating Facilities that established Queue Numbers prior to the Commission's authorization for the Utility to transition to a Definitive Interconnection Study Process.

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

- ~~1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the South Carolina Generator Interconnection Procedures and Appendix DESC CS.~~
- ~~2.0 Interconnection Customer elects and the Utility shall cause to be performed a Transitional System Impact Cluster Study as described in Section 3.2 of Appendix DESC CS. By execution of this Agreement, Interconnection Customer and Utility agree to rescind any previously executed System Impact Study Agreement and to complete the System Impact Cluster Study pursuant to this Agreement.~~
- ~~3.0 The Transitional Cluster Study shall be based upon the technical information provided by the Interconnection Customer in the Interconnection Request. The Utility reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Transitional Cluster Study and Interconnection Customer shall provide such data. If the information requested by the Utility is not provided by the Interconnection Customer within a reasonable timeframe to be identified by the Utility in writing, the Utility shall provide the Interconnection Customer written notice providing an opportunity to cure such failure by 5:00 PM EST on the tenth (10th) Business Day following the posted date of such notice, where failure to provide the information requested within this period shall result in the study being terminated and the Interconnection Request being withdrawn by the Interconnection Customer or being deemed withdrawn by the Utility.~~
- ~~4.0 The Transitional Cluster Study report shall provide the following information:~~
- ~~— identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;~~
 - ~~— identification of any thermal overload or voltage limit violations resulting from the interconnection;~~
 - ~~— identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and~~
 - ~~— a description, estimated cost of, schedule for required facilities to interconnect the Generating Facility to the Utility's System and shall address the short circuit, instability, and power flow issues identified in the most recently published System Impact Study.~~

~~5.0 Interconnection Customer has met all requirements described in Section 3.1.2 of Appendix DESC CS within the timeframe prescribed by Section 3 to enter into the Transitional Cluster Study.~~

~~6.0 In addition to meeting all requirements of Section 3.2 of Appendix DESC CS to enter and proceed through the Transitional Cluster Study, Interconnection Customer shall have previously provided a deposit for the performance of Interconnection Studies at the time of its Interconnection Request. Interconnection Customer's initial deposit shall be applied towards the Utility's cost of completing the Transitional Cluster Study, and shall be supplemented, if required, pursuant to Section 3.2.1.a of Appendix DESC CS.~~

~~The Interconnection Customer shall be allocated the actual costs of the Transitional Cluster Study according to the method described in Section 5.3.3 of Appendix DESC CS. If the Interconnection Customer withdraws from the Cluster Study or otherwise does not reach Commercial Operation, the Interconnection Customer's deposit shall be reconciled for costs incurred by the Utility to complete the Transitional Cluster Study and the Withdrawal Penalty prescribed pursuant to Sections 3.2.4 and 3.2.5 of Appendix DESC CS, and the remaining deposit shall be refunded to the Interconnection Customer pursuant to the process established in SCGIP Section 6.3.3.~~

~~7.0 Governing Law, Regulatory Authority, and Rules~~

~~The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of South Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.~~

~~8.0 Amendment~~

~~The Parties may amend this Agreement by a written instrument duly executed by both Parties.~~

~~9.0 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.~~

10.0 Waiver

~~10.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.~~

~~10.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.~~

11.0 Multiple Counterparts

~~This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.~~

12.0 No Partnership

~~This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.~~

13.0 Severability

~~If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.~~

14.0 Subcontractors

~~Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its~~

~~subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.~~

~~14.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.~~

~~14.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.~~

~~15.0 Reservation of Rights~~

~~The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.~~

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

[Insert name of Utility]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

~~ASSUMPTIONS USED IN CONDUCTING THE TRANSITIONAL CLUSTER STUDY~~

~~[Assumptions to be completed by Interconnection Customer and Utility]~~

Informational Interconnection Request Form and Study Agreement

1. ~~The undersigned Interconnection Customer submits this request to evaluate the interconnection of its Generating Facility with Utility's Transmission System.~~
2. ~~Interconnection Customer provides the following information:~~
 - a. ~~Address or location of the proposed new Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location (GIS coordinates) of the existing Generating Facility;~~
 - b. ~~Nameplate Capacity (in MW) of the proposed new Generating Facility or the amount of increase in the Nameplate Capacity (in MW) of an existing Generating Facility. If applicable, also provide the following:~~
 - (i) ~~Summer at _____ degrees C; and~~
 - (ii) ~~Winter at _____ degrees C.~~
 - c. ~~General description of the equipment configuration;~~
 - d. ~~Proposed Commercial Operation Date to be studied (Day, Month, and Year);~~
 - e. ~~Name, address, telephone number, and e-mail address of Interconnection Customer's contact person;~~
 - f. ~~Approximate location of the proposed Point of Interconnection;~~
 - g. ~~Interconnection Customer Data (set forth in Attachment A Exhibit A)~~
 - h. ~~Primary frequency response operating range for electric storage resources.~~
 - i. ~~Requested Maximum Generating Capacity (in MW); and~~
 - j. ~~A Scope of Work including any additional information that may be reasonably required.~~
3. ~~\$10,000 study deposit amount as specified in Section 4.3 of Appendix DESC CS.~~
4. ~~This Informational Interconnection Study Request shall be submitted to the representative indicated below:~~

~~Via Email: sselectrictransmission@dominionenergy.com; or~~

~~Via Mail: Manager, Electric Transmission Support~~

~~_____ 200 Operations Way~~

~~_____ Mail Code: J-36~~

~~_____ Gayce, SC 29033~~
5. ~~Representative of Interconnection Customer to contact:~~

~~[To be completed by Interconnection Customer]~~
6. ~~This Interconnection Request is submitted by:~~

~~Name of Interconnection Customer: _____~~

By (signature): _____

Name (type or print): _____

Title: _____

Date: _____

ATTACHMENT 2**ATTACHMENT EXHIBIT A****GENERATING FACILITY DATA FOR INFORMATIONAL INTERCONNECTION STUDY****UNIT RATINGS**

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

Primary frequency response operating range for electric storage resources.

Minimum State of Charge: _____
 Maximum State of Charge: _____

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H = _____ kW sec/kVA Moment-of-Inertia,
 $WR^2 =$ _____ lb. ft.²

REACTANCE DATA (PER UNIT-RATED KVA) DIRECT AXIS QUADRATURE AXIS

Synchronous—saturated	X_{dv} _____	X_{qv} _____
Synchronous—unsaturated	X_{di} _____	X_{qi} _____
Transient—saturated	X'_{dv} _____	X'_{qv} _____
Transient—unsaturated	X'_{di} _____	X'_{qi} _____
Subtransient—saturated	X''_{dv} _____	X''_{qv} _____
Subtransient—unsaturated	X''_{di} _____	X''_{qi} _____
Negative Sequence—saturated	X_{2v} _____	
Negative Sequence—unsaturated	X_{2i} _____	
Zero Sequence—	X_{0v} _____	
saturated	X_{0i} _____	

~~Zero Sequence—unsaturated~~

~~$X_{l_{m}}$~~ _____

~~Leakage Reactance~~

Open Circuit	T'_{do}_____	T'_{qe}_____
Three-Phase Short Circuit Transient	T'_{d3}_____	T'_q_____
Line to Line Short Circuit Transient	T'_{d1}_____ T''_d_____	T''_q_____
Short Circuit Subtransient	T'_{d2}_____	
Open Circuit Subtransient	T''_{do}_____	T''_{qe}_____
Line to Neutral Short Circuit Transient	_____	

~~FIELD TIME CONSTANT DATA (SEC)~~
~~ARMATURE TIME CONSTANT DATA (SEC)~~

~~Three Phase Short Circuit~~ ~~T_{a3} _____~~
~~Line to Line Short Circuit~~ ~~T_{a2} _____~~
~~Line to Neutral Short Circuit~~ ~~T_{a1} _____~~

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

~~MW CAPABILITY AND PLANT CONFIGURATION~~
~~GENERATING FACILITY DATA ARMATURE WINDING RESISTANCE DATA (PER UNIT)~~

~~Positive~~ _____ ~~R_1 _____~~
~~Negative R_2~~ _____ ~~Zero R_0~~ _____

~~Rotor Short Time Thermal Capacity I_2^2t~~ = _____
~~Field Current at Rated kVA, Armature Voltage and PF~~ = _____amps
~~Field Current at Rated kVA and Armature Voltage, 0 PF~~ = _____amps
~~Three Phase Armature Winding Capacitance~~ = _____microfarad
~~Field Winding Resistance~~ = _____ohms _____°C
~~Armature Winding Resistance (Per Phase)~~ = _____ohms _____°C

~~CURVES~~

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

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity _____ / Self-cooled/Maximum Nameplate
 _____ / _____ kVA

Voltage Ratio (Generator Side / System side / Tertiary)
 _____ / _____ / _____ kV

Winding Connections (Low V / High V / Tertiary V [Delta or Wye])
 _____ / _____ / _____

Fixed Taps Available _____

Present Tap Setting _____

If more than one transformer stage is used to deliver the output from the proposed generator to the Transmission System, please provide the information above for each transformer or transformer type.

IMPEDANCE

Positive
 Z_1 (on self-cooled kVA rating) _____ % _____ X/R

Zero
 Z_0 (on self-cooled kVA rating) _____ % _____ X/R

EXCITATION SYSTEM DATA

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

GOVERNOR SYSTEM DATA

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

WIND GENERATORS

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

Elevation: _____ Single Phase _____ Three Phase _____

Inverter manufacturer, model name, number, and version:

List of adjustable setpoints for the protective equipment or software:

~~Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet or other compatible formats, such as IEEE and PTI power flow models, must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device, then they shall be provided and discussed at Scoping Meeting.~~

~~INDUCTION GENERATORS~~

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

~~**Note:** Please consult with Utility prior to submitting the Informational Interconnection Study Request to determine if the information designated by (*) is required.~~

ATTACHMENT 3

~~INFORMATIONAL INTERCONNECTION 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 Dominion Energy South Carolina, Inc., a Corporation existing under the laws of the State of South Carolina, ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party," or collectively as the "Parties."~~

~~RECITALS~~

~~**WHEREAS**, Interconnection Customer is evaluating developing a Generating Facility or generating capacity addition to an existing Generating Facility proposing an interconnection with the Utility's Transmission System; and~~

~~**WHEREAS**, Interconnection Customer has submitted to Utility an Informational Interconnection Study Interconnection Request; and~~

~~**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 South Carolina Generator Interconnection Procedures authorized by the Commission.~~
- ~~2.0 Interconnection Customer elects and Utility shall cause an Informational Interconnection Study consistent with Section 4.1 of this Appendix to be performed.~~
- ~~3.0 The scope of the Informational Interconnection Study shall be subject to the project-related assumptions set forth in Attachment AExhibit A to this Agreement.~~
- ~~4.0 The Informational Interconnection Study shall be performed solely for informational purposes and is non-binding and does not confer any rights as the Interconnection Customer must still successfully apply to interconnect to the Utility's System.~~
- ~~5.0 The Informational Interconnection Study report shall provide an analysis based on the project-related assumptions specified by Interconnection Customer in Attachment AExhibit A to this Agreement, as Agreed to by the Utility. The Informational Interconnection Study shall identify Utility's Interconnection Facilities and the System Upgrades, and the estimated cost thereof that may be required to interconnect the proposed Generating Facility based upon the project-related assumptions specified by Interconnection Customer in Attachment AExhibit A.~~

~~6.0 — Interconnection Customer shall provide a deposit of ten thousand dollars (\$10,000.00) for the performance of the Informational Interconnection Study. The Utility's good-faith estimate for the time of completion of the Informational Interconnection Study is [insert date].~~

~~7.0 — Upon receipt of the Informational Interconnection Study, the Utility shall charge and Interconnection Customer shall pay the actual costs of the Informational Interconnection Study. The Interconnection Customer must pay any Study costs that exceed the Interconnection Request Deposit without interest within 20 Business Days of receipt of the invoice. If the deposit exceeds the invoiced fees or the Interconnection Customer's costs exceed the aggregate deposits received, the amount of funds equal to the difference will be settled in accordance with Section 6.3 of the South Carolina Generator Interconnection Procedures.~~

~~8.0 — Governing Law, Regulatory Authority, and Rules~~

~~The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of South Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.~~

~~9.0 — Amendment~~

~~The Parties may amend this Agreement by a written instrument duly executed by both Parties.~~

~~10.0 — 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.~~

~~11.0 — Waiver~~

~~11.1 — The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.~~

~~11.2 — Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.~~

~~12.0—Multiple Counterparts~~

~~This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.~~

~~13.0—No Partnership~~

~~This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.~~

~~14.0—Severability~~

~~If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.~~

~~15.0—Subcontractors~~

~~Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.~~

~~15.1—The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.~~

~~15.2—The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.~~

~~16.0—Reservation of Rights~~

~~The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to~~

~~make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.~~

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

~~[Insert name of Utility]~~

~~[Insert name of Interconnection Customer]~~

Signed: _____

Signed: _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

ATTACHMENT A3

EXHIBIT A

**PROJECT-RELATED ASSUMPTIONS UTILIZED IN THE INFORMATIONAL
INTERCONNECTION STUDY REPORT**

**[TO BE COMPLETED BY INTERCONNECTION CUSTOMER AND UTILITY PRIOR TO
EXECUTION]**

DEFINITIVE INTERCONNECTION SYSTEM IMPACT 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 Dominion Energy South Carolina, Inc., a Corporation existing under the laws of the State of South Carolina, ("Utility"). Interconnection Customer and Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, 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 Interconnection Customer dated _____ and received by the Utility on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with the Utility's System and to deliver the full output of the Generating Facility to Utility subject to the terms of the South Carolina Generator Interconnection Procedures; and

WHEREAS, the Interconnection Customer has requested the Utility to perform a Definitive Interconnection System Impact Cluster Study to assess the impact of interconnecting the Generating Facility to the Utility's System, and of any Affected Systems; and

WHEREAS, the Interconnection Customer commits to provide certain Readiness Milestones or financial security if readiness cannot be demonstrated through the Definitive Interconnection Study process as described in Section 5 of Appendix DESC CS of the South Carolina Generator Interconnection Procedures.

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 South Carolina Generator Interconnection Procedures.
- 2.0 Interconnection Customer elects and DESC shall cause to be performed a Definitive Interconnection System Impact Cluster Study consistent with Section 5 of Appendix DESC CS of the South Carolina Generator Interconnection Procedures.
- 3.0 The scope of the Definitive Interconnection System Impact Cluster Study shall be subject to the assumptions set forth in Attachment A Exhibit A to this Agreement.
- 4.0 The Definitive Interconnection System Impact Cluster Study shall be based upon the technical information provided by the Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 1.6 and 4.1 of the South Carolina Generator Interconnection Procedures. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Definitive

~~Interconnection System Impact Cluster~~ Study. If the information requested by the Utility is not provided by the Interconnection Customer within a reasonable timeframe to be identified by the Utility in writing, the Utility shall provide the Interconnection Customer written notice providing an opportunity to cure such failure by the close of business on the tenth (10th) Business Day following the posted date of such notice, where failure to provide the information requested within this period shall result in the study being terminated and the Interconnection Request being deemed withdrawn.

5.0 The final ~~Definitive Interconnection System Impact Cluster~~ Study report shall provide the following information, as appropriate:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
- description and non-binding, good-faith estimated cost of facilities required to interconnect the Generating Facility to the Utility's System and to address the identified short circuit, instability, and power flow issues.

6.0 Interconnection Customer shall provide the deposit as specified in Section 2 of Appendix DESC CS of the South Carolina Generator Interconnection Procedures for the performance of the ~~Definitive Interconnection System Impact Cluster~~ Study. The Utility's good-faith estimate for the time of completion of the ~~Definitive Interconnection System Impact Cluster~~ Study (Phase 2) is **[insert date]**.

Upon receipt of the Definition Interconnection System Impact Study results (Post Phase 3 Results), or withdrawal of the Interconnection Request, the Utility shall charge and Interconnection Customer shall pay the actual costs of the ~~Definitive Interconnection System Impact Cluster~~ Study, and the Withdrawal Penalty, as applicable, allocated according to Section 5.3.3 and 5.7.3 of Appendix DESC CS of the South Carolina Generator Interconnection Procedures.

Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate, except as otherwise provided herein. As provided in Section 6.3.3 of the South Carolina Generator Interconnection Procedures, Interconnection Customer has twenty (20) Business Days of receipt of an invoice from DESC to pay any undisputed costs. If invoices are not paid within twenty (20) Business Days of receipt of an invoice, DESC may draw upon the security provided to settle all accounts, which shall include any offsets of amounts due and owing by DESC. After the final invoice is paid and all accounts are settled, DESC shall refund all remaining security.

7.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of South Carolina, without regard to its conflicts

of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

8.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

9.0 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.

10.0 Waiver

10.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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

11.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

13.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable

the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

14.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

14.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

14.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

15.0 Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

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

[Insert name of Utility, if applicable]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

~~ATTACHMENT EXHIBIT A~~

~~ASSUMPTIONS USED IN CONDUCTING THE DISISCLUSTER~~

[Assumptions to be completed by Interconnection Customer and Utility]