

California Independent System Operator Corporation
Fifth Replacement Tariff

APPENDIX HH

Generation Interconnection Agreement Amendment

Re: Generator Downsizing

This Appendix HH is to be used to implement amendments to Generation Interconnection Agreements pursuant to CAISO Tariff Appendix GG for Interconnection Customers who are either Downsizing Generators or Affected Generators

February 22, 2013

AMENDMENT TO THE GENERATOR INTERCONNECTION AGREEMENT

BETWEEN

[INTERCONNECTION CUSTOMER]

[PARTICIPATING TO]

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

(Queue Position _____)

(Post Downsizing Study Amendment)

THIS AMENDMENT, effective as of _____, 20__, is made and entered into this ____ day of _____ 20__, by and among _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnection Customer”), _____, a corporation organized and existing under the laws of the State of California (“Participating TO”), and the California Independent System Operator Corporation, a California nonprofit public benefit corporation organized and existing under the laws of the State of California (“CAISO”). The Interconnection Customer, the Participating TO, and the CAISO each may be referred to as a “Party” or collectively as the “Parties.”

This Amendment amends the following Generation Interconnection Agreement:
[Check the applicable agreement]

[] A Large Generation Interconnection Agreement (“LGIA”);

[] A Small Generation Interconnection Agreement (“SGIA”);

which is herein referenced as the Generator Interconnection Agreement (“GIA”).

This Amendment is the *[list sequential amendment number]* amendment to the GIA.

RECITALS

(a) WHEREAS, the Interconnection Customer, the Participating TO, and the CAISO entered into a GIA dated _____ for the purpose of interconnecting the Generating Facility known as _____, which GIA is referenced as CAISO Service Agreement No. _____; Participating TO Service Agreement No. _____)

[Check here [], if the GIA has been previously amended]

Which the Parties thereafter amended by the following:

[List amendments and execution or effective date]

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(b) WHEREAS, the Interconnection Customer's Interconnection Request has been included in the Generator Downsizing Study conducted pursuant to CAISO Tariff Appendix GG, wherein the Interconnection Customer was [check applicable alternative]

[] a Downsizing Generator with a Generator Downsizing Request to reduce the megawatt capacity of the Generating Facility; or

[] an Affected Generator whose Interconnection configuration was modified or otherwise affected by the Generator Downsizing Study;

(c) WHEREAS, the Parties desire to update the GIA following the Generator Downsizing Study;

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning set out in CAISO Tariff Appendix A, CAISO Tariff Appendix GG, or the GIA.
2. *[This Amendment Section 2 shall apply only to a Large Generator Interconnection Customer who was a Downsizing Generator whose Generator Downsizing Request was included in the Generator Downsizing Study]*

Article 5.16 shall be amended as follows:

Notwithstanding any other provision of the GIA or this Article 5.16, the Interconnection Customer shall have no further right of suspension.

Check this provision if the Interconnection Customer is an Affected Generator

[] This Amendment Article 2 is intentionally omitted.

3. The "Generating Facility" as defined in the GIA is hereby amended and superseded by the following definition

[Generating Facility definition – include reduced MW value capacity]

4. *[This Amendment Section 4 shall apply only to a Large Generator Interconnection Customer who was a Downsizing Generator whose Generator Downsizing Request was included in the Generator Downsizing Study]*

This Amendment Section 4 adds the following Article XX to the GIA:

XX Permitted Reductions in output capacity (MW generating capacity) of the Generating Facility. An Interconnection Customer may reduce the MW capacity of the Generating Facility by up to five percent (5%) for any reason, during the time period between the Effective Date of this GIA and the Commercial Operation Date. The five percent (5%) value shall be established by reference to the MW generating capacity as set forth in this GIA as amended pursuant to Appendix GG.

The CAISO (in consultation with the applicable Participating TO(s)) will consider an Interconnection Customer's request for a reduction in the MW generating capacity

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greater than five percent (5%) under limited conditions where the Interconnection Customer reasonably demonstrates to the Participating TO and CAISO that the MW generation capacity reduction is warranted due to reasons beyond the control of the Interconnection Customer. Reasons beyond the control of the Interconnection Customer shall consist of any one or more of the following:

- (i) the Interconnection Customer's failure to secure required permits and other governmental approvals to construct the Generating Facility at its total MW generating capacity as specified in its Interconnection Request after the Interconnection Customer has made diligent effort to secure such permits or approvals;
- (ii) the Interconnection Customer's receipt of a written statement from the permitting or approval authority (such as a draft environmental impact report) indicating that construction of a Generating Facility of the total MW generating capacity size specified in the Interconnection Request will likely result in disapproval due to a significant environmental or other impact that cannot be mitigated;
- (iii) failure to obtain the legal right of use of the full site acreage necessary to construct and/or operate the total MW generating capacity size for the entire Generating Facility, after the Interconnection Customer has made a diligent attempt to secure such legal right of use. This subsection (iii) applies only where an Interconnection Customer has previously demonstrated and maintained its demonstration of Site Exclusivity prior to invoking this subsection as a reason for downsizing.

If relying on subsections (i) or (ii) above, in order to be eligible for a capacity reduction greater than five percent (5%), the Interconnection Customer must also demonstrate to the CAISO that a reduction of MW generating capacity of the Generating Facility to the reduced size that the Interconnection Customer proposes will likely overcome the objections of the permitting/approving authority or otherwise cause the permitting/approving authority to grant the permit or approval. The Interconnection Customer may satisfy this demonstration requirement by submitting to the CAISO either a writing from the permitting/approving authority to this effect or other evidence of a commitment by the permitting/approving authority that the MW capacity reduction will remove the objections of the authority to the permit/approval application.

If relying on subsection (iii) above, the Interconnection Customer must also reasonably demonstrate to the CAISO that the proposed reduced-capacity Generating Facility can be constructed on the site over which the Interconnection Customer has been able to obtain legal rights of use.

Upon such demonstration to the reasonable satisfaction of the CAISO (after consultation with the applicable Participating TO) the CAISO will permit such reduction. No permitted reduction of MW generation capacity under this Article shall operate to diminish the Interconnection Customer's cost responsibility for Network Upgrades or to diminish the Interconnection Customer's right to repayment for financing of Network Upgrades under this generator interconnection agreement.

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The GIA shall be amended to delete the following Appendices/Attachments to the GIA in their entirety
[Check applicable references to deleted and replaced appendices]

[]	If GIA is an LGIA	[]	If GIA is an SGIA
[]	Appendix A,	[]	Attachment 1
[]	Appendix B,	[]	Attachment 2
[]	Appendix C,	[]	Attachment 3
[]	Appendix D,	[]	Attachment 4
[]	Appendix E,	[]	Attachment 5
[]	Appendix F	[]	Attachment 6
[]	Appendix G	[]	Attachment 7
		[]	Attachment 8

The deleted appendices/attachments are replaced with those attached to this Amendment.

6. This Amendment constitutes the complete and final agreement of the Parties with respect to the matters set forth in this Amendment, and supersedes all prior understandings, whether written or oral, with respect to such subject matter set forth therein.
7. Except as expressly modified herein, all other terms of the GIA (and subsequent amendments thereto) shall remain unchanged. In the event of conflict between the terms of this Amendment and the GIA, the terms of this Amendment shall govern.
8. This Amendment may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by and through their respective authorized representatives as of the date referenced above as the effective date.

Interconnection Customer

By _____

Printed Name _____

Title: _____

California Independent System Operator Corporation

By _____

Printed Name _____

Title: _____

Participating TO

By _____

Printed Name _____

Title: _____