

California Independent System Operator Corporation
Fifth Replacement Electronic Tariff

AGREEMENT FOR THE ALLOCATION OF RESPONSIBILITIES WITH REGARD TO 32
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Appendix GG

One-Time Interconnecting Generator

Downsizing Opportunity

July 1, 2013

Section 1 Objectives and Definitions

1.1 Objectives and Applicability

This Appendix GG sets out the requirements for Interconnection Customers with Interconnection Requests to interconnect either a Small or Large Generating Facility to the CAISO Controlled Grid who (a) meet the eligibility criteria set out in this Appendix GG and (b) elect to participate in the one-time opportunity set out in this Appendix GG to modify their Interconnection Requests to reduce the megawatt generating capacity of the Small or Large Generating Facility which is the subject of the request.

1.2 Definitions

1.2.1 Master Definitions Supplement and Section References.

Unless the context otherwise requires, any word or expression defined in this Appendix GG shall have the same meaning used in either (a) the Master Definitions Supplement, Appendix A to the CAISO Tariff, or (b) the CAISO Tariff appendix applicable to the Interconnection Customer's Interconnection Request. A reference to a "Section" shall mean a reference to that numerical section of this Appendix GG unless otherwise indicated. A reference to a "GIP Section" shall mean a reference to that numerical section of the CAISO Tariff Appendix Y, Generator Interconnection Procedures.

1.2.2 Special Definitions for this Appendix GG.

In this Appendix GG, the following words and expressions shall have the meanings set opposite them:

"Affected Generator" shall mean an Interconnection Customer who is not a Downsizing Generator whose interconnection configuration, including but not limited to cost responsibility or schedule for Network Upgrades, has been modified through the Generator Downsizing Study. An Affected Generator may mean an interconnection customer connecting to the distribution system of a Participating TO under a wholesale distribution tariff.

"Downsizing Generator" shall mean an Interconnection Customer who submits a Generator Downsizing Request under this Appendix GG.

"Downsizing Generator Interconnection Agreement Amendment" shall mean the pro forma amendment to a Downsizing Generator's or Affected Generator's Generator Interconnection Agreement, which pro forma amendment is set forth in CAISO Tariff Appendix HH.

"Downsizing Generator Payment Obligation Agreement" shall mean the repayment agreement set forth in Appendix 3 of this Appendix GG, obligating the Downsizing Generator to pay for study work conducted for the Generator Downsizing Study, preparation of the Generator Downsizing Study Reports and Generator Interconnection Agreements, and amendments thereto necessary to implement this Appendix GG.

"Generator Downsizing Deposit" shall mean a deposit in the amount of two hundred thousand dollars (\$200,000) required by this Appendix GG that is to be paid in cash or cash equivalent funds only.

"Generator Downsizing Request" shall mean a request submitted under this Appendix GG to modify the Downsizing Generator's Interconnection Request to reduce the megawatt generating capacity of the Small or Large Generating Facility.

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“Generator Downsizing Request Due Date” shall mean January 4, 2013 at five o’clock (5:00) p.m., Pacific time, which shall be the due date for CAISO receipt of any Generator Downsizing Request under this Appendix GG.

“Generator Downsizing Study” shall mean that study or studies conducted in accordance with this Appendix GG.

“Generator Downsizing Study Report” shall mean the study report issued in conjunction with the Generator Downsizing Study to Downsizing Generators and Affected Generators.

“Generator Interconnection Agreement” shall mean, for purposes of this Appendix GG, Generator Interconnection Agreements as defined in Appendix A of the CAISO Tariff, as well as interconnection agreements of Affected Generators interconnecting to a distribution system of a Participating TO under a wholesale distribution tariff.

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

Section 2 Generator Downsizing Request

2.1 General

A Downsizing Generator shall submit its Generator Downsizing Request to the CAISO in the form of Appendix 1 to this Appendix GG. The CAISO will forward a copy of the Generator Downsizing Request to the applicable Participating TO(s).

2.2 Roles and Responsibilities

- (a) Each Generator Downsizing Request will be subject to the direction and oversight of the CAISO. The CAISO will conduct or cause to be performed the Generator Downsizing Study and any additional studies the CAISO determines to be reasonably necessary, and will direct the applicable Participating TO(s) to perform portions of studies where the Participating TO has specific and non-transferable expertise or data and can conduct the studies more efficiently and cost-effectively than the CAISO. The CAISO will coordinate with Affected System Operators in accordance with this Appendix GG and GIP Section 3.7.
- (b) The CAISO will undertake Reasonable Efforts to complete or cause to be completed all studies as required within the timelines provided in this Appendix GG.
- (c) Each Downsizing Generator shall pay the costs for the Generator Downsizing Study and preparation of the Generator Downsizing Study Report prepared for the Downsizing Generator and Affected Generators, and the costs associated with amending the Generator Interconnection Agreements of the Downsizing Generator and any Affected Generators, as necessary, in accordance with Sections 2.7 and 2.8.
- (d) The CAISO has established a pro forma agreement entitled “Agreement for the Allocation of Responsibilities with Regard to Generator Downsizing Opportunity, Generator Downsizing Study, and Amendment of Generator Interconnection Agreements,” attached to this Appendix GG as Appendix 4 and incorporated herein by reference, for execution by the CAISO and the applicable Participating TO(s).

2.3 Generator Downsizing Request Due Date

All Generator Downsizing Requests must be submitted by the Generator Downsizing Request Due Date.

2.4 Eligibility to Submit Request

In order to be eligible to submit a Generator Downsizing Request, the Interconnection Customer must

- (1) have an Interconnection Request currently being processed under one of the following provisions of the CAISO Tariff:
 - (a) CAISO Tariff Appendix Y (Generator Interconnection Procedures (GIP)) applying to Interconnection Requests processed in the Transition Cluster and Queue Clusters 1 through 4;
 - (b) CAISO Tariff Appendix U (Standard Large Generator Interconnection Procedures (LGIP)) applying to Large Generating Facility Interconnection Requests not assigned to a Queue Cluster Window;
 - (c) CAISO Tariff Appendix W (Interconnection Procedures in Effect Prior to July 1, 2005 ("Amendment 39 Procedures")) applicable to Small Generating Facilities interconnecting in accordance with Section 1.3 of Appendix S and Large Generating Facilities in accordance with Section 5.1 of Appendix U; or
 - (d) CAISO Tariff Appendix S (Small Generator Interconnection Procedures).
- (2) In addition, the Interconnection Customer must meet all of the following requirements of good standing of its Interconnection Request by the Generator Downsizing Request Due Date:
 - (a) The Interconnection Request has not been withdrawn or deemed withdrawn by the CAISO. If the CAISO has issued a notice of deemed withdrawal to the Interconnection Customer, which the Interconnection Customer has not cured, then the Interconnection Customer shall not be eligible to submit a Generator Downsizing Request.
 - (b) The Interconnection Customer has complied with all applicable requirements of the CAISO Tariff under which the Interconnection Request is being processed, including timely submittal of all Interconnection Financial Security postings which have come due.
 - (c) The Interconnection Customer is in compliance with the terms of its Generator Interconnection Agreement, including Interconnection Customer milestones; has not received a notice of breach or notice of default which the Interconnection Customer has not cured; and does not have its Interconnection Request or Generator Interconnection Agreement in suspension under Article 5.16 or other applicable suspension provision of the Generator Interconnection Agreement.

Interconnection Customers with Interconnection Requests processed under CAISO Appendix DD (Generator Interconnection and Deliverability Allocation Procedures (GIDAP)) shall not be eligible to submit a Generator Downsizing Request.

2.5 Processing a Generator Downsizing Request

2.5.1 Initiating the Generator Downsizing Request.

To initiate the Generator Downsizing Request, the Downsizing Generator must submit all of the following by the Generator Downsizing Request Due Date:

- (i) A completed application in the form of Appendix 1 to this Appendix GG, including required technical data. The technical data shall include data pertaining to the reduced megawatt generating capacity of the Generating Facility corresponding to the megawatt reduction requested. The Downsizing Generator may change the step-up transformer and parameters of the Downsizing Generator's Interconnection Facilities due to the smaller megawatt capacity size. Proposed modifications to the Generating Facility technology or inverter type are beyond the scope of the Generator Downsizing Request and shall not be permitted under this Appendix GG.
- (ii) A certification in the form of Appendix 2 to this Appendix GG that the Downsizing Generator meets the eligibility requirements of Section 2.4.
- (iii) The Generator Downsizing Deposit.

Failure to submit either the certification required by Section 2.5.1(ii) or the Generator Downsizing Deposit required by Section 2.5.1(iii) by the Generator Downsizing Request Due Date shall result in the Generator Downsizing Request being treated as void and not subject to cure of a deficiency pursuant to Section 2.5.2.

2.5.2 Validation of Generator Downsizing Request.

2.5.2.1 Notification.

The CAISO shall notify the Downsizing Generator no later than ten (10) Business Days after the Generator Downsizing Request Due Date, whether the Generator Downsizing Request is deemed complete, valid, and ready to be studied.

2.5.2.2 Deficiencies in the Request as to Application Information.

A Generator Downsizing Request will not be considered to be a valid request until the CAISO determines that the information contained in the Generator Downsizing Request is complete and that the Downsizing Generator has complied with all of the requirements of Section 2.5.1.

Only if the Generator Downsizing Request contains a deficiency in the application required by Section 2.5.1(i) will the CAISO provide the Downsizing Generator with an opportunity to cure the deficiency. In that event, the CAISO will notify the Downsizing Generator of the reason(s) that the application is deficient and will request additional information to cure the deficiency. In order to remain eligible to participate in the generator downsizing process, the Downsizing Generator must provide the additional requested information needed to constitute a valid Generator Downsizing Request. Whenever additional requested information is provided by the Downsizing Generator, the CAISO shall notify the Downsizing Generator within five (5) Business Days of receipt of the additional requested information whether the Generator Downsizing Request is valid. If the Generator Downsizing Request continues to fail to meet the requirements set forth

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in Section 2.5.1(i), the CAISO shall include in its notification to the Downsizing Generator the reasons for such failure. If a Generator Downsizing Request has not been deemed valid, the Downsizing Generator must submit all information necessary to meet the requirements of Section 2.5.1(i) no later than fifteen (15) Business Days after the Generator Downsizing Request Due Date or ten (10) Business Days after the CAISO first provided notice that the Generator Downsizing Request was not valid, whichever is later. Generator Downsizing Requests that have not met the requirements of Section 2.5.1(i) within fifteen (15) Business Days after the Generator Downsizing Request Due Date or ten (10) Business Days after the CAISO first provided notice that the Generator Downsizing Request was not valid, whichever is later, will be deemed invalid and will not be included in Generator Downsizing Studies.

2.6 Use of Generator Downsizing Deposit

The CAISO shall deposit all Generator Downsizing Deposits in an interest-bearing account at a bank or financial institution designated by the CAISO. The Generator Downsizing Deposit shall be applied to pay for prudent costs incurred by the CAISO, the Participating TOs, or third parties at the direction of the CAISO or Participating TOs, as applicable, to perform and administer the generator downsizing process and to communicate with Downsizing Generators with respect to their Generator Downsizing Requests.

These costs shall include but not be limited to:

1. The costs of preparing the Generator Downsizing Study and associated Generator Downsizing Study Report for the Generating Facility subject to the Generator Downsizing Request and for any Affected Generators; and
2. The costs associated with amending the Generator Interconnection Agreements of the Downsizing Generator and any Affected Generators, as necessary.

2.7 Obligations of Downsizing Generators for Study Costs

A Downsizing Generator shall be responsible for all actual costs incurred in connection with preparing the Generator Downsizing Study and the Generator Downsizing Study Reports. A Downsizing Generator's share of actual study costs shall be determined by dividing the total amount of actual study costs by the number of valid Generator Downsizing Requests, but shall be no higher than an amount equal to 150 percent of the Downsizing Generator's share of the preliminary estimate posted in accordance with Section 3 of the aggregate costs incurred in connection with preparing the Generator Downsizing Study and the Generator Downsizing Study Report. If the Generator Downsizing Deposit is insufficient to cover the costs for which the Downsizing Generator is responsible, the CAISO shall invoice the Downsizing Generator and such amount shall be paid within thirty (30) calendar days of the date of the invoice.

2.8 Obligations of Downsizing Generators for Costs of Amending GIAs

The Downsizing Generator's responsibility for the costs to amend Generator Interconnection Agreements pursuant to Section 13 will be \$10,000 (ten thousand dollars) for its own Generator Interconnection Agreement and \$10,000 (ten thousand dollars) for each Generator Interconnection Agreement of an Affected Generator that is amended, in whole or in part, due to the Downsizing Generator's Generator Downsizing Request.

In cases where multiple Generator Interconnection Agreements relate to multiple Generator Downsizing Requests, the cost responsibility of each Downsizing Generator

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that submitted one of the multiple Generator Downsizing Requests will be calculated by (i) multiplying the number of amended Generator Interconnection Agreements by \$10,000 (ten thousand dollars) and then (ii) dividing the resulting amount by the number of Generator Downsizing Requests.

A Downsizing Generator's cost responsibility under this Section shall be capped at \$100,000 (one hundred thousand dollars).

2.9 Refund of Generator Downsizing Deposit

If a Downsizing Generator's total obligation for both actual study costs, per Section 2.7, and amending GIAs, per Section 2.8, is less than its Generator Downsizing Deposit, then the Downsizing Generator will be refunded the unused balance of its Generator Downsizing Deposit, together with applicable interest from the interest-bearing account at the bank or financial institution into which the funds were deposited in accordance with Section 2.6.

2.10 Allocation Between the CAISO and Participating TOs of Study Expenses

The CAISO and the applicable Participating TO(s) shall be paid for expenses incurred in undertaking the Generator Downsizing Study from the amounts paid by the Downsizing Generators pursuant to Section 2.7.

If the total study expenses incurred by the CAISO and the applicable Participating TO(s) exceed the amounts paid by Downsizing Generators by reason of the cost cap set forth in Section 2.7, then the CAISO and the applicable Participating TO(s) will allocate among themselves the total amount paid pro rata, in the proportion of their individual study costs to the total amounts paid by Downsizing Generators.

2.11 Allocation Between the CAISO and Participating TOs of Costs of Amending GIAs Collected from Downsizing Generators

The CAISO will be allocated fifty (50) percent of the amounts paid by the Downsizing Generator for the costs to amend Generator Interconnection Agreements pursuant to Section 2.8, and the applicable Participating TO(s) will be allocated the other fifty (50) percent of such amounts. If there is more than one applicable Participating TO, then the amount paid by Downsizing Generators shall be apportioned as agreed to between the CAISO and the applicable Participating TOs.

2.12 Invoicing and Related Obligations

The Participating TO and any third parties performing work related to the Generator Downsizing Study on the Downsizing Generator's behalf shall invoice the CAISO for such work within seventy-five (75) calendar days of completion of the Generator Downsizing Study, and, within thirty (30) days thereafter, the CAISO shall issue an invoice to the Downsizing Generator based upon such submitted Participating TO and third-party invoices and the CAISO's own costs for the Generator Downsizing Study. The invoice shall include a detailed and itemized accounting of the cost of each Generator Downsizing Study. The CAISO shall draw from the Generator Downsizing Deposit in accordance with the invoice.

If the Downsizing Generator's obligations for

- (i) the actual costs of performing the Generator Downsizing Studies, subject to the cost cap contained in Section 2.7; and

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- (ii) the cost responsibility of amending GIAs, subject to the cost cap contained in Section 2.8

exceed the Generator Downsizing Deposit, then the Downsizing Generator shall pay the difference, in accordance with the CAISO-issued invoice, within thirty (30) calendar days. The CAISO shall not be obligated to continue to conduct any other studies unless the Downsizing Generator has paid all outstanding invoices.

Section 3 Internet Posting

Following the Generator Downsizing Request Due Date, the CAISO shall post on the CAISO Website a listing of Interconnection Requests, identified by queue number, having made valid Generator Downsizing Requests. In addition, the CAISO shall publish on the CAISO Website a preliminary estimate of the aggregate study costs for conducting the Generator Downsizing Study. A Downsizing Generator's share of the preliminary estimate of the aggregate study costs for conducting the Generator Downsizing Study shall be determined by dividing the preliminary estimate by the number of valid Generator Downsizing Requests. The CAISO shall issue a Market Notice that it has posted the information in accordance with this Section.

Section 4 Coordination with Affected Systems

The CAISO will notify the Affected System Operators of pertinent results of the Generator Downsizing Study and provide copies of Generator Downsizing Study Reports to Affected System Operators upon request. The Downsizing Generators shall cooperate with the CAISO and Affected System Operators in all matters related to the conduct of the Generator Downsizing Study.

Section 5 Withdrawal of Generator Downsizing Request

5.1 Scope of Withdrawal Rights

A Downsizing Generator's ability to withdraw the Generator Downsizing Request is limited to the following:

- (i) First Opportunity to Withdraw. A Downsizing Generator shall have five (5) Business Days following the CAISO issuance of the Market Notice described in Section 3 to withdraw its Generator Downsizing Request. If the CAISO does not receive written notice of withdrawal by 8:00 a.m. Pacific time on the sixth (6th) Business Day following CAISO issuance of the Market Notice, the Downsizing Generator's Generator Downsizing Request will remain in effect.

Following a timely withdrawal under this Section 5.1(i), the CAISO shall refund the Downsizing Generator's Generator Downsizing Deposit, less those costs incurred in validating the Generator Downsizing Request.

- (ii) Second Opportunity to Withdraw. Following written notice from the CAISO stating that preliminary results of the Generator Downsizing Study indicate that the Downsizing Generator's cost responsibility for Network Upgrades is expected to increase by more than five percent (5%) or five million dollars (\$5,000,000), whichever is lower, from its cost responsibility identified in its Interconnection Facilities Study or Phase II Interconnection Study report, or its Generator Interconnection Agreement, if it has executed one, the Downsizing Generator

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shall have seven (7) Business Days following receipt of such notice to withdraw its Generator Downsizing Request. If the CAISO does not receive written notice of withdrawal by 8:00 a.m. Pacific time on the eighth (8th) Business Day following the Downsizing Generator's receipt of the Generator Downsizing Study Report, the Generator Downsizing Request will remain in effect.

A Downsizing Generator withdrawing its Generator Downsizing Request under this Section 5.1(ii) will not receive a refund of the Generator Downsizing Deposit. The CAISO will apply the Generator Downsizing Deposit against the deposit costs incurred in validating the Generator Downsizing Request and conducting the Generator Downsizing Study. The balance of the Generator Downsizing Deposit shall be treated in accordance with Section 37.9.4 of the CAISO Tariff.

Withdrawal shall result in the removal of the Generator Downsizing Request from the Generator Downsizing Study.

5.2 Commitment to Go Forward

Other than the two withdrawal opportunities set out in Section 5.1, a Downsizing Generator has no opportunity to withdraw its Generator Downsizing Request, and must satisfy a Downsizing Generator's obligations set forth in this Appendix GG.

Section 6 Generator Downsizing Study Process

6.1 Downsizing Generator Payment Obligation Agreement

No later than five (5) calendar days prior to the close of the first opportunity to withdraw under Section 5.1(i), the CAISO shall provide to each Downsizing Generator with a valid Generator Downsizing Request received by the Generator Downsizing Request Due Date a pro forma Downsizing Generator Payment Obligation Agreement in the form set forth in Appendix 3 of this Appendix GG. The pro forma Generator Downsizing Payment Obligation Agreement shall specify that the Downsizing Generator is responsible for and agrees to pay costs of the Generator Downsizing Study, the preparation and issuance of Generator Downsizing Study Reports to the Downsizing Generator and Affected Generators, and the negotiation and execution of amendments to the Generator Interconnection Agreements of Downsizing Generators and Affected Generators, including reasonable administrative costs, and all requirements of this Appendix GG.

Within five (5) calendar days of tender, the Downsizing Generator shall execute and return the Downsizing Generator Payment Obligation Agreement. If the Downsizing Generator fails to execute and return the Downsizing Generator Payment Obligation Agreement, then the Generator Downsizing Request shall be void and the CAISO shall refund the Downsizing Generator's Generator Downsizing Deposit, less the costs incurred in validating the Generator Downsizing Request.

6.2 Interconnection Base Case Data Used in Generator Downsizing Study

In conjunction with the Generator Downsizing Study conducted by the CAISO under this Appendix GG, the CAISO and any applicable Participating TO(s) shall utilize applicable Interconnection Base Case Data.

The CAISO, in coordination with the applicable Participating TO(s), shall publish updated Interconnection Base Case Data containing applicable Base Case data developed for the Generator Downsizing Study, to a secured section of the CAISO Website.

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Interconnection Base Case Data shall include information subject to the confidentiality provisions set forth in Section 13.1 of Appendix Y.

The CAISO shall require **Affected Generators**, current and former Interconnection Customers, Market Participants, and electric utility regulatory agencies within California to sign a CAISO confidentiality agreement and, where the **Affected Generator**, current or former Interconnection Customer or Market Participant is not a member of WECC, or its successor, an appropriate form of agreement with WECC, or its successor, as necessary. All other entities or persons seeking Interconnection Base Case Data must satisfy the foregoing requirements as well as all requirements under 18 C.F.R. Section 388.113 for obtaining the release of Critical Energy Infrastructure Information (as that term is defined by FEREC).

6.3 Grouping Generator Downsizing Requests

The CAISO, in coordination with the applicable Participating TO(s), may develop one or more Group Studies for the Downsizing Generators and Affected Generators. A Group Study will include, in the CAISO's sole judgment after coordination with the applicable Participating TO(s), the Downsizing Generators and the Affected Generators that affect one another electrically with respect to the analysis being performed, without regard to the nature of the underlying Interconnection.

6.4 Scope and Purpose of Generator Downsizing Study

The CAISO shall issue a Market Notice of the anticipated commencement and completion dates for the Generator Downsizing Study. The Generator Downsizing Study shall evaluate the impact of all valid and non-withdrawn Generator Downsizing Requests received by the Generator Downsizing Request Due Date on the current plan of service for Network Upgrades and Participating TOs' Interconnection Facilities resulting from all completed Interconnection Studies, and shall identify alternatives to Network Upgrades or Participating TOs' Interconnection Facilities contained in the current plan of service and the timing impacts of such refreshed upgrades or facilities on the Commercial Operation Dates of Downsizing Generators and Affected Generators.

The Generator Downsizing Study will consist of a short-circuit analysis, a stability analysis to the extent the CAISO and applicable Participating TO(s) reasonably expect transient or voltage stability concerns, a power flow analysis, including off-peak analysis, and an On-Peak Deliverability Assessment. The Generator Downsizing Study will state, within Group Studies, (i) the assumptions upon which it is based, (ii) the results of the analyses, and (iii) the revised requirements or potential impediments to providing the requested Interconnection Service to all Interconnection Requests. The Generator Downsizing Study will provide a list of Network Upgrades to the CAISO Controlled Grid and of Participating TOs' Interconnection Facilities that have been removed, modified, or substituted as a result of the Generator Downsizing Requests, and, as applicable, an estimate of any other financial impacts (*i.e.*, on Local Furnishing Bonds).

Applicable study results shall be set out in a Generator Downsizing Study Report provided, as applicable, to Downsizing Generators and Affected Generators. In general, the Generator Downsizing Study Report shall set out updated Interconnection configuration information with respect to Network Upgrades and Participating TOs' Interconnection Facilities as a result of the Generator Downsizing Requests.

The Generator Downsizing Study Report shall also set forth the applicable cost estimates for Network Upgrades and Participating TOs' Interconnection Facilities if the scope of the

Network Upgrades or Participating TOs' Interconnection Facilities has changed as a result of the Generator Downsizing Study. These cost estimates shall form the updated cost estimates for Network Upgrades and Participating TOs' Interconnection Facilities, shall adjust any earlier estimates contained in the prior Interconnection Studies and reports earlier provided to the Downsizing Generators and Affected Generators, and shall establish the basis for the Downsizing Generator's or Affected Generator's Interconnection Financial Security postings.

Section 7 Cost Allocation for Network Upgrades Modified or Substituted in Generator Downsizing Study

The cost estimates for modified or substituted Network Upgrades identified in the Generator Downsizing Study shall be determined in accordance with the methodology used for the Phase II Interconnection Study for Interconnection Requests in a Queue Cluster.

7.1 Cost Allocation for Network Upgrades and Participating TOs' Interconnection Facilities

To the extent that Network Upgrades or Participating TOs' Interconnection Facilities were modified or substituted in the Generator Downsizing Study as a result of the Generator Downsizing Requests, the costs shall be assigned to the Interconnection Customers who originally triggered the Network Upgrades or Participating TOs' Interconnection Facilities on a pro rata basis in proportion to the costs allocated among such Interconnection Customers in the governing Interconnection Studies undertaken before the Generator Downsizing Study. Provided, however, that no Affected Generator shall be assigned a cost amount arising out of the Generator Downsizing Study greater than the cost amount assigned to such Affected Generator for such Network Upgrades and Participating TOs' Interconnection Facilities in the Affected Generator's earlier-governing Interconnection Study or, if applicable, in the Affected Generator's Generator Interconnection Agreement.

7.2 Limitation on Cost Allocation as a Result of Downsizing

- (1) If the estimated costs of a Network Upgrade or Participating TO's Interconnection Facilities modified or substituted as a result of Generator Downsizing Requests that are assigned to an Affected Generator in this process are higher than the costs which such Affected Generator has already been assigned for the original Network Upgrade or Participating TO's Interconnection Facilities pursuant to their relevant Interconnection Studies, such costs shall not be allocated to the Affected Generator. Instead, such costs shall be re-allocated to applicable Downsizing Generators pursuant to the methodology set forth in Section 7.1.
- (2) If the Generator Downsizing Study indicates that a Network Upgrade identified in a Downsizing Generator's or Affected Generator's pertinent Interconnection Studies will no longer be needed by the originally triggering Downsizing Generator or Affected Generator, or by Interconnection Customers in the same Cluster Study as the Downsizing Generator or Affected Generator, but the Network Upgrade or a substitute Network Upgrade will still be needed by later-queued Affected Generators (provided they are being studied in Queue Cluster 4 or earlier) in the Generator Downsizing Study, the later-queued Affected Generators shall not be allocated the costs of the Network Upgrade. Instead, the interconnection customers that were originally assigned the costs of such Network Upgrade will continue to be assigned the costs of the Network Upgrade, or the substitute Network Upgrade, and shall be required to fund those Network Upgrades on the same schedule as contained in the Downsizing Generator's Generator Interconnection Agreement prior to the Downsizing Request, if maintenance of such schedule is needed by Affected Generators.

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- (3) If, as a result of the Generator Downsizing Study, a Network Upgrade that was originally triggered by an interconnection to the Distribution System of a Participating TO is no longer needed by such interconnection, but the upgrade is needed by Affected Generators, then the cost of the upgrade shall not be allocated to the Distribution System interconnection customer; rather, the cost shall be allocated among the Downsizing Generators, based upon flow impact in the case of Delivery Network Upgrades and based upon short circuit duty or megawatt (MW) capacity in the case of Reliability Network Upgrades, in accordance with Section 6 of Appendix Y.

7.3 Effect of Downsizing on Maximum Cost Responsibility for Generators in a Queue Cluster or Independent Study Process

For Downsizing Generators or Affected Generators in a Queue Cluster or in the Independent Study Process, if the Generator Downsizing Study results in a change in the cost of Network Upgrades assigned to the Downsizing Generator or Affected Generator, then the Downsizing Generator's or Affected Generator's maximum cost responsibility for Network Upgrades, and the maximum value for the Interconnection Financial Security required of the Generator, shall be the amount assigned in the Generator Downsizing Study. However, for Affected Generators, if the assigned Network Upgrade costs increase as a result of the Generator Downsizing Study, then the Affected Generator's maximum cost responsibility shall not be modified, and shall continue to be determined as set forth in Section 9.5 of Appendix Y.

Section 8 Commercial Operation Date

The Downsizing Generator or Affected Generator may request that the CAISO evaluate a proposed change of the Commercial Operation Date of a Generating Facility, or any phase of a Phased Generating Facility, only to the extent that the change is directly and reasonably related to the in-service dates of the Network Upgrades reflected in the Downsizing Generator's or Affected Generator's Interconnection configuration as such Network Upgrades and in-service dates have been refreshed in the Generator Downsizing Study. The CAISO and Participating TO shall consider the request and their agreement to such change request shall not be unreasonably withheld. The Commercial Operation Date change request must be made prior to the execution of the Downsizing Generator Interconnection Agreement Amendment.

Section 9 Modifications

Proposed modifications to the Interconnection Request that do not directly relate to

- (i) the requested reduction in megawatt capacity of the Generating Facility pursuant to this Appendix GG; or
- (ii) a proposed change of the Commercial Operation Date of the Generating Facility or a phase of a Phased Generating Facility in accordance with Section 8

are beyond the scope of the Generator Downsizing Request and shall not be evaluated in the Generator Downsizing Study or as part of the Generator Downsizing Request activities under this Appendix GG.

The CAISO shall defer any Downsizing Generator request to modify the Interconnection Request or to request preliminary review of a proposed modification which the Downsizing Generator may make under the applicable CAISO Tariff Appendix governing the Downsizing Generator's Interconnection Request until the completion of the

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Downsizing Generator's Generator Downsizing Request made under this Appendix GG. Other than the deferral of such request as provided in this Section 9, nothing in this Section 9 shall diminish the rights of the Downsizing Generator or Affected Generator to request a modification pursuant to the applicable interconnection procedures under which the Downsizing Generator's or Affected Generator's Interconnection Request is being processed.

Section 10 Results Meeting With the CAISO and Applicable Participating TO(s)

Within ten (10) calendar days of its receipt of the Generator Downsizing Study Report, the Downsizing Generator may request a Generator Downsizing Study results meeting with the CAISO and the applicable Participating TO(s) to discuss the results of the Generator Downsizing Study.

Within fourteen (14) calendar days of its receipt of the Generator Downsizing Study Report, the Affected Generator may request a Generator Downsizing Study results meeting with the CAISO and the applicable Participating TO(s) to discuss the results of the Generator Downsizing Study.

Section 11 Participating TO Tariff Option for Generator Downsizing

To the extent that a Participating TO's tariff provides the option for customers taking interconnection service under the Participating TO's wholesale access interconnection tariff to engage in a one-time generator downsizing opportunity coincident with the time period in which the CAISO will perform the Generator Downsizing Study, the CAISO will, in coordination with the applicable Participating TO, perform the necessary studies, including deliverability studies to determine the deliverability of Participating TO interconnection customers electing such option. The CAISO shall execute any necessary agreements with the Participating TO for reimbursement of study costs and to assure cost attribution for any Network Upgrades in conjunction with such CAISO activity under this Section 11.

Section 12 Effect of Generator Downsizing on Interconnection Financial Security Requirements

If a Downsizing Generator's or Affected Generator's cost responsibility for Network Upgrades and/or Participating TOs' Interconnection Facilities changes between its earlier Interconnection Studies and the Generator Downsizing Study:

- (1) the Downsizing Generator's or Affected Generator's revised cost responsibility as established through the Generator Downsizing Study and this Appendix GG shall be used for purposes of calculating all future Interconnection Financial Security postings, pursuant to the interconnection procedures under which the Downsizing Generator or Affected Generator is being processed.
- (2) Any Interconnection Financial Security postings already made by the Downsizing Generator or Affected Generator will be revised accordingly. The CAISO will provide notice of the updated posting amounts within fifteen (15) Business Days of the issuance of the applicable Generator Downsizing Study Report. To the extent that
 - (i) a Downsizing Generator's cost responsibility for Network Upgrades or Participating TO's Interconnection Facilities either increases or decreases; or

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- (ii) an Affected Generator's cost responsibility for Network Upgrades or Participating TO's Interconnection Facilities decreases

then adjustments of the Interconnection Financial Security to conform to the updated amounts specified in the notice shall be undertaken within thirty (30) calendar days of the notice.

Section 13 Reflecting Plan of Service Changes in Generator Interconnection Agreements

Within thirty (30) calendar days after the CAISO provides the Generator Downsizing Study Report to the Downsizing Generator or Affected Generator, the applicable Participating TO(s) and the CAISO shall, if necessary, tender a draft amendment to the executed GIA, together with draft amended appendices. Any such amendment shall be in the form of CAISO Tariff Appendix HH. Concurrent with this, the Participating TOs will tender draft amendments to Affected Generators who are wholesale distribution interconnection customers pursuant to the terms of the applicable wholesale distribution tariffs. If the Downsizing Generator or Affected Generator has not yet executed a GIA, then the applicable Participating TO(s) and the CAISO shall, if necessary, tender a revised draft GIA with draft appendices within thirty (30) calendar days after the CAISO provides the Generator Downsizing Study Report. The process for providing comments, negotiation, and execution and filing of a revised GIA, or an amendment to an executed GIA, including all timeframes, shall be identical to the process set forth in Section 11 of Appendix Y, or as agreed to by the Downsizing Generator or Affected Generator, CAISO, and Participating TO(s).

Section 14 Confidentiality

The provision for treatment of Confidential Information contained within the CAISO Tariff Appendix under which the Interconnection Request of the Downsizing Generator or Affected Generator is being processed shall govern.

APPENDIX 1

GENERATOR DOWNSIZING REQUEST

Provide three copies of this completed form pursuant to Sections 3 and 5, below, of this Appendix GG Appendix 1.

1. The undersigned Interconnection Customer submits this request to reduce the maximum net megawatt electrical output of its Generating Facility for the Interconnection Request in the CAISO Controlled Grid Generation Queue:

CAISO Controlled Grid Generation Queue No. _____

Project Name: _____

If the Interconnection Request is for a new Generating Facility, provide the reduced maximum net output:

Maximum net megawatt electrical output (MW): _____

If the Interconnection Request is for a decrease in the generating capacity of an existing Generating Facility, provide the reduced net output decrease:

Net Megawatt decrease (MW): _____

2. Name, address, telephone number, and e-mail address of the Interconnection Customer's contact person (primary person who will be contacted):

Name: _____

Title: _____

Company Name: _____

Street Address: _____

City, State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

3. Generator Downsizing Request data (set forth in Attachment A)

The Downsizing Generator shall provide to the CAISO the technical data called for in Appendix GG Appendix 1, Attachment A. Three (3) copies are required.

4. Make the cashier's or bank check for the Generator Downsizing Deposit amount of \$200,000 payable to CAISO. Send the check to the CAISO (see section 5 for details) along with:

Appendix 1 to this Appendix GG (Generator Downsizing Request) for processing.

Attachment A to this Appendix 1 (Generator Downsizing Request Generating Facility Data).

5. This Generator Downsizing Request shall be submitted to the CAISO representative indicated below:

New Resource Interconnection
California ISO
P.O. Box 639014

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Folsom, CA 95763-9014

Overnight address: California ISO, Attn: Grid Assets, 250 Outcropping Way, Folsom, CA
95630

6. This Generator Downsizing Request is submitted by:

Legal name of the Downsizing Generator:

By (signature): _____

Name (type or print): _____

Title: _____

Date: _____

ATTACHMENT A TO APPENDIX 1

GENERATING FACILITY DATA

Provide three copies of this completed form pursuant to Section 3 of Appendix GG Appendix 1.

1. Provide two original prints and one reproducible copy (no larger than 36" x 24") of the following:

- A. Site drawing to scale, showing generator location and Point of Interconnection with the CAISO Controlled Grid.
- B. Single-line diagram showing applicable equipment such as generating units, step-up transformers, auxiliary transformers, switches/disconnects of the proposed interconnection, including the required protection devices and circuit breakers. For wind and photovoltaic generator plants, the one-line diagram should include the distribution lines connecting the various groups of generating units, the generator capacitor banks, the step up transformers, the distribution lines, and the substation transformers and capacitor banks at the Point of Interconnection with the CAISO Controlled Grid.
- C. List changes to the currently effective Interconnection Request Generating Facility Data form on file with the CAISO:

Fields marked with * should not be changed from the original Interconnection Request. Only changes related to downsizing are permitted.

2. Generating Facility Information

- A. Total Generating Facility rated output (MW): _____
- B. Generating Facility auxiliary Load (MW): _____
- C. Project net capacity (A-B)(MW): _____
- D. Standby Load when Generating Facility is off-line (MW): _____
- E. Number of Generating Units: _____
(Please repeat the following items for each generator)
- F. Individual generator rated output (MW for each unit): _____
- G. Manufacturer: _____
- H. Year Manufactured: _____
- I. Nominal Terminal Voltage (kV): _____
- J. Rated Power Factor (%): _____
- K. Type (Induction, Synchronous, DC with Inverter)*: _____
- L. Phase (three phase or single phase)*: _____
- M. Connection (Delta, Grounded WYE, Ungrounded WYE, impedance grounded): _____
- N. Generator Voltage Regulation Range (+/- %): _____
- O. Generator Power Factor Regulation Range: _____
- P. For combined cycle plants, specify the plant net output capacity (MW) for an outage of the steam turbine or an outage of a single combustion turbine _____

3. Synchronous Generator – General Information:

(Please repeat the following for each generator model)

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- A. Rated Generator speed (rpm): _____
- B. Rated MVA: _____
- C. Rated Generator Power Factor: _____
- D. Generator Efficiency at Rated Load (%): _____
- E. Moment of Inertia (including prime mover): _____
- F. Inertia Time Constant (on machine base) H: _____ sec or MJ/MVA
- G. SCR (Short-Circuit Ratio - the ratio of the field current required for rated open-circuit voltage to the field current required for rated short-circuit current): _____
- H. Please attach generator reactive capability curves.
- I. Rated Hydrogen Cooling Pressure in psig (Steam Units only): _____
- J. Please attach a plot of generator terminal voltage versus field current that shows the air gap line, the open-circuit saturation curve, and the saturation curve at full load and rated power factor.

4. Excitation System Information

(Please repeat the following for each generator model)

- A. Indicate the Manufacturer _____ and Type _____ of excitation system used for the generator. For exciter type, please choose from 1 to 9 below or describe the specific excitation system.
 - (1) Rotating DC commutator exciter with continuously acting regulator. The regulator power source is independent of the generator terminal voltage and current.
 - (2) Rotating DC commutator exciter with continuously acting regulator. The regulator power source is bus fed from the generator terminal voltage.
 - (3) Rotating DC commutator exciter with non-continuously acting regulator (i.e., regulator adjustments are made in discrete increments).
 - (4) Rotating AC Alternator Exciter with non-controlled (diode) rectifiers. The regulator power source is independent of the generator terminal voltage and current (not bus-fed).
 - (5) Rotating AC Alternator Exciter with controlled (thyristor) rectifiers. The regulator power source is fed from the exciter output voltage.
 - (6) Rotating AC Alternator Exciter with controlled (thyristor) rectifiers.
 - (7) Static Exciter with controlled (thyristor) rectifiers. The regulator power source is bus-fed from the generator terminal voltage.
 - (8) Static Exciter with controlled (thyristor) rectifiers. The regulator power source is bus-fed from a combination of generator terminal voltage and current (compound-source controlled rectifiers system).
 - (9) Other (specify): _____
- B. Attach a copy of the block diagram of the excitation system from its instruction manual. The diagram should show the input, output, and all feedback loops of the excitation system.
- C. Excitation system response ratio (ASA): _____
- D. Full load rated exciter output voltage: _____
- E. Maximum exciter output voltage (ceiling voltage): _____
- F. Other comments regarding the excitation system?

5. Power System Stabilizer Information

(Please repeat the following for each generator model. All new generators are required to install PSS unless an exemption has been obtained from WECC. Such an exemption can be obtained for units that do not have suitable excitation systems.)

- A. Manufacturer: _____

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- B. Is the PSS digital or analog? _____
- C. Note the input signal source for the PSS
_____ Bus frequency _____ Shaft speed _____ Bus Voltage
_____ Other (specify source)
- D. Please attach a copy of a block diagram of the PSS from the PSS Instruction Manual and the correspondence between dial settings and the time constants or PSS gain.
- E. Other comments regarding the PSS?

6. Turbine-Governor Information

(Please repeat the following for each generator model)

Please complete Part A for steam, gas or combined-cycle turbines, Part B for hydro turbines, and Part C for both.

- A. Steam, gas or combined-cycle turbines:
 - (1) List type of unit (Steam, Gas, or Combined-cycle): _____
 - (2) If steam or combined-cycle, does the turbine system have a reheat process (i.e., both high and low pressure turbines)? _____
 - (3) If steam with reheat process, or if combined-cycle, indicate in the space provided, the percent of full load power produced by each turbine:
Low pressure turbine or gas turbine: _____%
High pressure turbine or steam turbine: _____%
- B. Hydro turbines:
 - (1) Turbine efficiency at rated load: _____%
 - (2) Length of penstock: _____ft
 - (3) Average cross-sectional area of the penstock: _____ft²
 - (4) Typical maximum head (vertical distance from the bottom of the penstock, at the gate, to the water level): _____ft
 - (5) Is the water supply run-of-the-river or reservoir: _____
 - (6) Water flow rate at the typical maximum head: _____ft³/sec
 - (7) Average energy rate: _____kW-hrs/acre-ft
 - (8) Estimated yearly energy production: _____kW-hrs
- C. Complete this section for each machine, independent of the turbine type.
 - (1) Turbine manufacturer: _____
 - (2) Maximum turbine power output: _____MW
 - (3) Minimum turbine power output (while on line): _____MW
 - (4) Governor information:
 - (a) Droop setting (speed regulation): _____
 - (b) Is the governor mechanical-hydraulic or electro-hydraulic (Electro-hydraulic governors have an electronic speed sensor and transducer.)?

 - (c) Other comments regarding the turbine governor system?

7. Induction Generator Data:

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- A. Rated Generator Power Factor at rated load: _____
B. Moment of Inertia (including prime mover): _____
C. Do you wish reclose blocking? Yes ____, No ____
Note: Sufficient capacitance may be on the line now, or in the future, and the generator may self-excite unexpectedly.

8. Generator Short Circuit Data

For each generator model, provide the following reactances expressed in p.u. on the generator base:

- X¹ – positive sequence subtransient reactance: _____ p.u.**
 X² – negative sequence reactance: _____ p.u.**
 X⁰ – zero sequence reactance: _____

Generator Grounding (select 1 for each model):

- A. _____ Solidly grounded
B. _____ Grounded through an impedance
(Impedance value in p.u on generator base. R: _____ p.u.
X: _____ p.u.)
C. _____ Ungrounded

9. Step-Up Transformer Data

For each step-up transformer, fill out the data form provided in Table 1.

10. Interconnection Facilities Line Data

There is no need to provide data for new lines that are to be constructed by the Participating TO. However, for transmission lines that are to be constructed by the generation developer, please provide the following information:

Nominal Voltage*: _____ kV
Line Length*: _____ miles
Line termination Points*: _____
Conductor Type: _____ Size: _____
If bundled. Number per phase: _____, Bundle spacing: _____ in.
Phase Configuration. Vertical: _____, Horizontal: _____
Phase Spacing: A-B: _____ ft., B-C: _____ ft., C-A: _____ ft.
Distance of lowest conductor to Ground at full load and 40°C: _____ ft
Ground Wire Type: _____ Size: _____ Distance to Ground: _____ ft
Attach Tower Configuration Diagram
Summer line ratings in amperes (normal and emergency) _____
Positive Sequence Resistance (R): _____ p.u.** (for entire line length)
Positive Sequence Reactance: (X): _____ p.u.** (for entire line length)
Zero Sequence Resistance (R₀): _____ p.u.** (for entire line length)
Zero Sequence Reactance: (X₀): _____ p.u.** (for entire line length)
Line Charging (B/2): _____ p.u.**
** On 100-MVA and nominal line voltage (kV) Base

**10a. For Wind/photovoltaic plants, provide collector System Equivalence Impedance Data
Provide values for each equivalence collector circuit at all voltage levels.**

Nominal Voltage*: _____
Summer line ratings in amperes (normal and emergency) _____
Positive Sequence Resistance (R₁): _____ p.u. ** (for entire line length of each collector circuit)

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Positive Sequence Reactance: (X1): _____ p.u.** (for entire line length of each collector circuit)
Zero Sequence Resistance (R0): _____ p.u. ** (for entire line length of each collector circuit)
Zero Sequence Reactance: (X0): _____ p.u.** (for entire line length of each collector circuit)
Line Charging (B/2): _____ p.u.** (for entire line length of each collector circuit)
** On 100-MVA and nominal line voltage (kV) Base

11. Inverter-Based Machines

Number of inverters to be interconnected pursuant to this Interconnection Request: _____

Inverter manufacturer, model name, number, and version*:

List of adjustable set points for the protective equipment or software*:

Maximum design fault contribution current*:

Harmonics Characteristics*:

Start-up requirements*:

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet must be supplied with the Interconnection Request.

12. Load Flow and Dynamic Models:

Provide load flow model for the generating plant and its interconnection facilities in GE PSLF *.epc format, including new buses, generators, transformers, interconnection facilities. An equivalent model is required for the plant with generation collector systems. This data should reflect the technical data provided in this Attachment A.

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TABLE 1

TRANSFORMER DATA
(Provide for each level of transformation)

UNIT _____

NUMBER OF TRANSFORMERS _____ PHASE _____

RATING	H Winding	X Winding	Y Winding
Rated MVA	_____	_____	_____
Connection (Delta, Wye, Gnd.)	_____	_____	_____
Cooling Type (OA, OA/FA, etc.) :	_____	_____	_____
Temperature Rise Rating	_____	_____	_____
Rated Voltage	_____	_____	_____
BIL	_____	_____	_____
Available Taps (% of rating)	_____	_____	_____
Load Tap Changer? (Y or N)	_____	_____	_____
Tap Settings	_____	_____	_____
IMPEDANCE	H-X	H-Y	X-Y
Percent	_____	_____	_____
MVA Base	_____	_____	_____
Tested Taps	_____	_____	_____
WINDING RESISTANCE	H	X	Y
Ohms	_____	_____	_____

CURRENT TRANSFORMER RATIOS

H _____ X _____ Y _____ N _____

Percent exciting current at 100 % Voltage; _____ 110% Voltage _____

Supply copy of nameplate and manufacture's test report when available

APPENDIX 2

**CERTIFICATION OF ELIGIBILITY FOR
ONE-TIME GENERATOR DOWNSIZING OPPORTUNITY**

The undersigned authorized representative of **[Downsizing Generator Name]** executes this Certification pursuant to CAISO Tariff Appendix GG for the purpose of demonstrating eligibility of **[Downsizing Generator Name]** to participate in the One-Time Interconnecting Generator Downsizing Opportunity.

I do certify and represent to the CAISO, after having conducted sufficient inquiry of facts and circumstances of the **[Downsizing Generator Name]** to do so, that the following statements are true and accurate. I understand that the CAISO will rely upon this certification in determining whether **[Downsizing Generator Name]** is eligible for participation in the process outlined in Appendix GG:

- (1) **[Downsizing Generator Name]** has an Interconnection Request which is CAISO Queue Position No. [], which is being processed under one of the following provisions of the CAISO Tariff:

[Check the CAISO Tariff Appendix that Applies]

- CAISO Tariff Appendix Y (Generator Interconnection Procedures (GIP)) applying to Interconnection Requests processed in the Transition Cluster and Queue Clusters 1 through 4.
- CAISO Tariff Appendix U (Standard Large Generator Interconnection Procedures (LGIP)) applying to Large Generating Facility Interconnection Requests not assigned to a Queue Cluster Window.
- CAISO Tariff Appendix W (Interconnection Procedures in Effect Prior to July 1, 2005 ("Amendment 39 Procedures")) applicable to Small Generating Facilities interconnecting in accordance with Section 1.3 of Appendix S and Large Generating Facilities in accordance with Section 2.1 of Appendix U; and
- CAISO Tariff Appendix S (Small Generator Interconnection Procedures).

- (2) The Interconnection Request of **[Downsizing Generator Name]** meets all of the following requirements of good standing by the Generator Downsizing Request Due Date.:

- a) The Interconnection Request has not been withdrawn or deemed withdrawn by the CAISO. If the CAISO has issued a notice of deemed withdrawal to the Interconnection Customer, which the Interconnection Customer has not cured, then the Interconnection Customer shall not be eligible to submit a Generator Downsizing Request.
- b) The Interconnection Customer has complied with all applicable requirements of the CAISO Tariff under which the Interconnection Request is being processed, including timely submittal of all Interconnection Financial Security postings which have come due.
- c) The Interconnection Customer is in compliance with the terms of its Generator Interconnection Agreement, including Interconnection Customer milestones; has not received a notice of breach or notice of default which the Interconnection Customer has not cured; and does not have its Interconnection Request or Generator Interconnection Agreement in suspension under Article 5.16 or other applicable suspension provision of the Generator Interconnection Agreement.

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*I make this Certification on this [_____] day of [_____] , 20[___], at [City:
_____] , [State: _____]*

By: _____

Printed Name: _____

For Downsizing Generator/Interconnection Customer

[Insert name of the Downsizing Generator]

Title: _____

APPENDIX 3

DOWNSIZING GENERATOR PAYMENT OBLIGATION 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 _____, ("Downsizing Generator") and the California Independent System Operator Corporation, a California nonprofit public benefit corporation existing under the laws of the State of California, ("CAISO"). The Interconnection Customer and the CAISO each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Downsizing Generator has elected to submit a Generator Downsizing Request pursuant to CAISO Tariff Appendix GG requesting to reduce the generation megawatt capacity of the proposed Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request for the Interconnection Customer represented by Queue Position: _____;

WHEREAS, the Interconnection Customer desires to reduce the megawatt generating capacity of the Generating Facility;

WHEREAS, the Downsizing Generator has requested the CAISO to conduct or cause to be performed a Generator Downsizing Study to assess the system impact of interconnecting the Generating Facility to the CAISO Controlled Grid at the reduced megawatt capacity and to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed on the Participating TO's electric system in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the CAISO Controlled Grid at the reduced megawatt capacity; and

WHEREAS, following the Generator Downsizing Study, it will be necessary to

- (i) issue Generator Downsizing Study Reports that amend the prior study reports; and
- (ii) amend the Generator Interconnection Agreement(s)

of the Downsizing Generator and certain Affected Generators and the Downsizing Generator has requested the CAISO to amend these reports and agreements or cause them to be amended;

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 CAISO's FERC-approved One-Time Interconnecting Generator Downsizing Opportunity set forth in CAISO Tariff Appendix GG, the applicable CAISO Tariff Appendix under which the Interconnection Request is being processed or the Master Definitions Supplement, Appendix A to the CAISO Tariff, as applicable.
- 2.0 The Interconnection Customer elects and the CAISO shall conduct or cause to be performed a Generator Downsizing Study, consistent with Appendix GG in accordance with the CAISO Tariff.

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- 3.0 The scope of the Interconnection Studies shall be subject to the assumptions set forth in Appendices A and B to this Agreement.
- 4.0 The Generator Downsizing Study will be based upon the technical information provided by the Interconnection Customer in the Generator Downsizing Request subject to modifications to the proposed Commercial Operation Date of the Generating Facility accepted under Section 8 of Appendix GG. The CAISO 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 Generator Downsizing Study.
- 5.0 The Generator Downsizing Study Report for the Generator Downsizing Request Interconnection Study shall provide the information specified in Appendix GG.
- 6.0 Following the issuance of the Generator Downsizing Study Report to the Downsizing Generator and Affected Generators and negotiation and execution of an amendment to the Generator Interconnection Agreements of the Downsizing Generator and Affected Generators, the CAISO shall charge and the Downsizing Generator shall pay its share of the costs of the Generator Downsizing Study, Generator Downsizing Study Report and amendments to the Generator Interconnection Agreements pursuant to Sections 2.7 and 2.8 of Appendix GG.
- Any difference between the Generator Downsizing Deposit made toward the items referenced above and associated administrative costs, and the cost responsibility of the Downsizing Generator, shall be paid by or refunded to the Downsizing Generator, in the appropriate allocation, in accordance with Sections 2.9 and 2.12 of Appendix GG.
- 7.0 Pursuant to Section 4 of Appendix GG, the CAISO will coordinate any effort required to determine the impact of the Generator Downsizing Request on Affected Systems. The CAISO may provide a copy of the Generator Downsizing Request and the Generator Downsizing Study results, including the Generator Downsizing Study Report, to an Affected System Operator and the Western Electricity Coordinating Council. Requests for review and input from Affected System Operators or the Western Electricity Coordinating Council may arrive at any time prior to interconnection.
- 8.0 Substantial portions of technical data and assumptions used to perform the Generator Downsizing Study, such as system conditions, existing and planned generation, and unit modeling, may change after the CAISO provides the Generator Downsizing Study Report to the Downsizing Generator. Generator Downsizing Study results will reflect available data at the time the CAISO provides the Generator Downsizing Study Report to the Downsizing Generator. The CAISO shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be incurred by the Downsizing Generator pursuant to Appendix GG as a result of changes in such data and assumptions.
- 9.0 The CAISO shall maintain records and accounts of all costs incurred in performing the Generator Downsizing Study in sufficient detail to allow verification of all costs incurred, including associated overheads. The Downsizing Generator shall have the right, upon reasonable notice, within a reasonable time at the CAISO's offices and at its own expense, to audit the CAISO's records as necessary and as appropriate in order to verify costs incurred by the CAISO. Any audit requested by the Downsizing Generator shall be completed, and written notice of any audit dispute provided to the CAISO representative, within one hundred eighty (180) calendar days following receipt by the Downsizing Generator of the CAISO's notification of the final costs of the Generator Downsizing Study.

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- 10.0 The Downsizing Generator may withdraw its Generator Downsizing Request in accordance with Section 5(i) or Section 5(ii) of Appendix GG. Upon timely receipt of the Downsizing Generator's notice to withdraw, this Agreement shall terminate, subject to the requirements of Section 5 of Appendix GG.
- 11.0 This Agreement shall become effective upon the date the fully executed Agreement is received by the CAISO. If the CAISO does not receive the fully executed Agreement, then the Generator Downsizing Request will be deemed void pursuant to Section 2.5.2.2 of Appendix GG, and the CAISO shall refund the Downsizing Generator's Generator Downsizing Deposit, less costs incurred in validating the Generator Downsizing Request.
- 12.0 Miscellaneous.
- 12.1 Dispute Resolution. Any dispute, or assertion of a claim, arising out of or in connection with this Agreement, shall be resolved in accordance with the Dispute provision of the CAISO Tariff Appendix under which the Downsizing Generator's Interconnection Request is being processed.
- 12.2 Confidentiality. Confidential Information shall be treated in accordance with the confidentiality provision of the CAISO Tariff Appendix under which the Downsizing Generator's Interconnection Request is being processed.
- 12.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 12.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachments, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 12.5 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement, or such Section of Appendix GG or such Appendix to Appendix GG, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section, or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 12.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants

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which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.

- 12.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 12.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Participating TO or CAISO. Any waiver of this Agreement shall, if requested, be provided in writing.
- Any waivers at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 12.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- 12.10 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.
- 12.11 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both of the Parties.
- 12.12 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.
- 12.13 Reservation of Rights. The CAISO shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

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- 12.14 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.
- 12.15 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Interconnection Customer shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned to a successor in interest to the Downsizing Generator pursuant to the underlying interconnection process under which the Downsizing Generator's Interconnection Request is being processed.

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.

California Independent System Operator Corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

[Insert name of the Downsizing Generator]

By: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX 4

**AGREEMENT FOR THE ALLOCATION OF RESPONSIBILITIES WITH REGARD TO
GENERATOR DOWNSIZING OPPORTUNITY, GENERATOR DOWNSIZING STUDY AND
AMENDMENT OF GENERATOR INTERCONNECTION AGREEMENTS**

This Agreement for the Allocation of Responsibilities with Regard to Generator Downsizing Opportunity, Generator Downsizing Study, and Amendment of Generator Interconnection Agreements ("Agreement"), dated _____, is entered into between the California Independent System Operator Corporation ("CAISO") and [NAME OF PTO] _____. The CAISO and PTO are jointly referred to as the "Parties" and individually, as a "Party."

WHEREAS, this Agreement will ensure an independent assessment of new Generating Facility impacts on the CAISO Controlled Grid at the reduced megawatt capacities requested by Downsizing Generators and take advantage of the respective expertise of the Parties to facilitate efficient and cost-effective Downsizing Generator Study procedures in a manner consistent with the Federal Energy Regulatory Commission's ("FERC") July 1, 2005 Order (112 FERC ¶ 61,009), FERC's August 26, 2005 Order (112 FERC ¶ 61,231), and prior FERC Orders recognizing that Order No. 2003 did not allocate responsibilities between transmission owners and transmission providers for the provision of Interconnection Service and suggesting those parties enter into an agreement to allocate those responsibilities. Southwest Power Pool, Inc., 106 FERC ¶ 61,254 (2004).

NOW THEREFORE, in view of the respective responsibilities assigned to the Parties and the foregoing FERC orders, and the provisions of the CAISO's Generator Downsizing Opportunity set forth in CAISO Tariff Appendix GG ("Appendix GG"), the CAISO and PTO agree to the following allocation of responsibilities for a centralized Generator Downsizing Study and amendment of Generator Interconnection Agreements under the direction and oversight of the CAISO:

1. DEFINITIONS

Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the CAISO Tariff.

2. TERM OF AGREEMENT

This Agreement shall become effective upon the date specified in the first paragraph above and shall remain in effect until (1) terminated by all Parties in writing, or (2) with respect to the PTO, upon the termination of that entity's status as a PTO pursuant to the Transmission Control Agreement, as amended from time to time.

3. PROVISIONS FOR ALLOCATION OF RESPONSIBILITIES BETWEEN CAISO AND PTO

- 3.1** Interconnection Service: The Parties acknowledge that, as the transmission provider, the CAISO is responsible for reliably operating the transmission grid. The Parties also recognize that while the CAISO is a transmission provider under the CAISO Tariff, the CAISO does not own any transmission facilities, and the PTO owns, constructs, and maintains the facilities to which Generating Facilities are to be interconnected, and that the PTO may construct or modify facilities to allow the interconnection. While the Parties recognize that the CAISO will be responsible for conducting or causing to be performed Interconnection Studies and similar studies, the PTO will participate in these studies and conduct certain portions of studies, under the direction and oversight of, and approval by,

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the CAISO, as provided in this Agreement. The CAISO shall not enter into any Interconnection Study agreement, such as the Downsizing Generator Payment Obligation Agreement provided in Appendix GG, with an Interconnection Customer as a Downsizing Generator under Appendix GG that is contrary to these rights.

3.2 [INTENTIONALLY LEFT BLANK]

3.3 Transmission Owners' Right to Participation in Studies, Committees and Meetings:

3.3.1 In the event that an Interconnection Customer proposes to interconnect a Generating Facility with the PTO's facilities, or the PTO is an owner of an Affected System, the PTO shall have the right to participate in any Interconnection Study or any other study conducted in connection with such request for Interconnection Service. "Participate" in this Section 3.3.1 means physically perform any study or portion thereof in connection with an Interconnection Request, under the direction and oversight of, and approval by, the CAISO pursuant to Section 3.4 of this Agreement; provide or receive input, data or other information regarding any study or portion thereof consistent with Section 3.4 of this Agreement; and, when any study or portion thereof in connection with an Interconnection Request is physically performed by an entity other than the PTO, perform activities necessary to adequately review or validate, as appropriate, any results of the study or portions thereof and provide recommendations.

3.3.2 In the event that an Interconnection Customer proposes to interconnect a Generating Facility with the PTO's facilities, or the PTO is an owner of an Affected System, the PTO shall have the right to participate in all meetings expressly established pursuant to the CAISO Tariff Appendix GG. As appropriate, the PTO may participate in all other material or substantive communications in connection with an Interconnection Request.

3.4 Generator Downsizing Study Responsibility Allocation: In complying with its responsibility for conducting or causing to be performed Generator Downsizing Studies, the CAISO will assign responsibility for performance of portions of the Generator Downsizing Studies to the PTO, under the direction and oversight of, and approval by, the CAISO, as set forth in Attachment A, except as specifically qualified as follows:

3.4.1 For any tasks specifically assigned to the PTO pursuant to Attachment A or otherwise mutually agreed upon by the CAISO and the PTO, the CAISO reserves the right, on a case-by-case basis, to perform or reassign to a mutually agreed upon and pre-qualified contractor such task only where: (a) the quality and accuracy of prior PTO Interconnection Study work product resulting from assigned tasks has been deemed deficient by the CAISO, the CAISO has notified the PTO pursuant to the notice provision of Section 4.15 of this Agreement in writing of the deficiency, and the deficiency has not been cured pursuant to Section 3.4.2 of this Agreement; (b) the timeliness of PTO Interconnection Study work product has been deemed deficient, and either (i) the CAISO has not been notified of the reasons and actions taken to address the timeliness of the work, or (ii) if notified, the stated reasons and actions taken are insufficient or unjustifiable and the PTO has not cured the deficiency pursuant to Section 3.4.2 of this Agreement; (c) the PTO has failed, in a mutually agreed upon timeframe, to provide the CAISO with information or data related to an Interconnection Request despite a written request by the CAISO, pursuant to Section 3.5 hereof, to do so, and such data is the responsibility of the PTO to provide to the CAISO, subject to Section 4.3 of this Agreement; (d) the PTO advises the CAISO in writing that it does not have the resources to adequately or

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timely perform the task according to the applicable timelines set forth in Attachment A; or (e) the estimated cost of the PTO performing the task has been determined in writing by the CAISO to significantly exceed the cost of the CAISO or mutually agreed upon contractor performing the task, inclusive of the costs that will be incurred by the PTO in exercising its review rights of the results of any such tasks performed by such third party(ies). If the CAISO deviates from the assignments set forth in Attachment A based on the foregoing factors, the CAISO will provide the PTO with a written explanation for the deviation and any associated reassignments of work. The PTO may contest the deviation pursuant to the Dispute Resolution procedures set forth in Section 4.1 of this Agreement.

Task(s) may only be reassigned in accordance with this Section 3.4.1 where the PTO has been deemed to be deficient in relation to that (those) particular task(s).

3.4.2 Cure for reassigned Generator Downsizing Study work

The CAISO shall not reassign task(s) without the opportunity to cure, as specified in Section 3.4.1 of this Agreement. The following actions will serve to cure the deficiencies and result in restoring the assignment(s) as provided in Attachment A:

- (a) The CAISO and PTO shall negotiate in good faith and agree to a corrective action plan proposed by the PTO, including a reasonably adequate cure period, and the corrective action plan is satisfactorily implemented.
- (b) The CAISO determines the deficiency is cured without an action plan.

3.4.3 Assessment of prior PTO Generator Downsizing Study work shall only be based on work conducted under the process that becomes effective concurrent with the effective date of this Agreement. Further, assessment of prior PTO Interconnection Study work shall be based on work conducted no earlier than the eighteen (18) month period prior to the date of the CAISO notice of deviation from assignments set forth in Attachment A.

- 3.5** Information Exchange: The PTO shall provide the CAISO, subject to confidentiality requirements in Section 4.3 of this Agreement, with any documentation or data requested by the CAISO reasonably necessary to permit the CAISO to perform, review, validate and approve any Interconnection Study, or portion thereof, performed by the PTO. The CAISO shall provide the PTO with any documentation or data requested by the PTO, subject to confidentiality requirements in Section 4.3 of this Agreement, reasonably necessary to perform, review, and validate any Interconnection Study, or portion thereof.
- 3.6** Consistency with Provisions for Centralized Interconnection Study Process: The CAISO and PTO have determined that the processes and allocation of responsibilities in Section 3.4 of this Agreement ensure that impacts to the CAISO Controlled Grid are independently assessed and that the assignment of responsibilities minimizes handoffs, takes advantage of non-transferable skills, and promotes the efficiency and cost-effectiveness of the centralized Interconnection Study processes, consistent with Appendix GG Section 2.2.
- 3.7** Re-Studies: If any re-studies are required, the CAISO will confer with the PTO as to the need for a re-study. The CAISO will make the final determination regarding the need for a re-study, subject to dispute resolution procedures.
- 3.8** Use of Contractors: Nothing in this Agreement shall prevent either the CAISO or the PTO from using qualified, mutually agreed upon third party contractors to meet that Party's rights or obligations under this Agreement or Appendix GG. To promote the

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efficiency of the process, the CAISO and PTO will collaborate to identify a list of the mutually agreed upon qualified contractors available to the Parties.

- 3.9** Performance Standards: Each Party shall perform all of its obligations under the Appendix GG, this Agreement, and any FERC approved Interconnection Study procedures that may be adopted by the CAISO to implement Appendix GG, or this Agreement, in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice.
- 3.10** Recovery of Costs: The PTO shall recover study expenses pursuant to Sections 2.10 and 2.12 of Appendix GG, including costs incurred in exercising its right to review, and make recommendations on the Generator Downsizing Study or portions thereof performed by the CAISO and/or contractors under Section 3.8 of this Agreement. The PTO shall receive funds to apply to its expenses incurred in amending Generator Interconnection Agreements pursuant to Section 2.11 of Appendix GG.

4 GENERAL TERMS AND CONDITIONS

- 4.1** Dispute Resolution: In the event any dispute regarding the terms, conditions, and performance of this Agreement is not settled informally, the Parties shall follow the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff.
- 4.2** Liability: No Party to this Agreement shall be liable to any other Party for any direct, indirect, special, incidental or consequential losses, damages, claims, liabilities, costs or expenses (including attorneys' fees and court costs) arising from the performance or non-performance of its obligations under this Agreement regardless of the cause (including intentional action, willful action, gross or ordinary negligence, or force majeure); provided, however, that a Party may seek equitable or other non-monetary relief as may be necessary to enforce this Agreement and that damages for which a Party may be liable to another Party under another agreement will not be considered damages under this Agreement.
- 4.3** Confidentiality: Confidential Information shall be treated in accordance with the confidentiality provision of the CAISO Tariff Appendix under which the Downsizing Generator's Interconnection Request is being processed.
- 4.4** Binding Effect: This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 4.5** Conflicts: In the event of a conflict between the body of this Agreement and any attachments, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 4.6** Rules of Interpretation: This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section, Attachment, or Appendix means such Article

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or Section of this Agreement or such Attachment or Appendix to this Agreement, or such Section of Appendix GG or such Appendix to Appendix GG, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or Section; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

- 4.7** Entire Agreement: This Agreement, including all Attachments hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.
- 4.8** 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.
- 4.9** Waiver: The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by a 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. Any waiver of this Agreement shall, if requested, be provided in writing. Any waivers at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 4.10** Headings: The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- 4.11** 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.
- 4.12** Modification by the Parties: The Parties may amend this Agreement and any Appendices to this Agreement only (1) by mutual agreement of the Parties by a written instrument duly executed by the Parties, subject to FERC approval or (2) upon the issuance of a FERC order, pursuant to Section 206 of the Federal Power Act. It is the Parties' intent that FERC's right to change any provision of this Agreement shall be limited to the maximum extent permissible by law and that any such change, if permissible, shall be in accordance with the Mobile-Sierra public interest standard applicable to fixed rate agreements. *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956). Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations. Notwithstanding the foregoing, Attachment B (Notices) may be modified as set forth in Section 4.15 of this Agreement, and the CAISO and the PTO may from time to time mutually agree to deviate from Attachment A in accordance with the provisions of this Agreement, however, such

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deviation shall be subject to Section 4.9 of this Agreement and not considered a course of dealing.

- 4.13** No Partnership: This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.
- 4.14** Assignment: This Agreement may be assigned by a Party only with the written consent of the other Parties; provided that a Party may assign this Agreement without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.
- 4.15** Notices: Any notice, demand, or request provided in this Agreement, or served, given, or made in connection with it, will be in writing and deemed properly served, given, or made if delivered in person, transmitted by facsimile, or sent by United States mail, postage prepaid, to the persons specified in Attachment B hereto unless otherwise provided in this Agreement. Any Party may at any time, by notice to all other Parties, change the designation or address of the person specified in Attachment B as the person who receives notices pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original effective agreement among the Parties.

California Independent System Operator Corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

[NAME OF PTO]

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A TO APPENDIX 4

GENERATOR DOWNSIZING INTERCONNECTION STUDY RESPONSIBILITY ALLOCATION

Description of Generator Interconnection Process: Roles and Responsibilities of CAISO and PTOs.

Purpose: This Attachment A to the “Agreement for the Allocation of Responsibilities with Regard to Generator Downsizing Opportunity, Generator Downsizing Study, and Amendment of Generator Interconnection Agreements” serves as further clarification of the roles and responsibilities of the parties to this Agreement. The CAISO will assign responsibility for performance of portions of the Generator Downsizing Study to the relevant PTOs, under the direction and oversight of, and approval by, the CAISO, as set forth in this Attachment A. This document serves as a general overview of only the roles and responsibilities as between the CAISO and PTOs. This Agreement does not include the process steps, involvement or obligations of the Interconnection Customer (IC). This Agreement is not inclusive of all procedures necessary to comply with all provisions of Appendix GG and the Downsizing Generator Payment Obligation Agreement.

Generator Downsizing Request (GDR) Process

1. CAISO forwards the GDR to the PTO within three (3) Business Days (BD) of CAISO receipt of the GDR
2. PTO(s) provides any feedback regarding GDR to CAISO within three (3) BD

Generator Downsizing Study Timeline

Line	Generator Downsizing Study	Typical Calendar Days	Timeline (Days)
1	CAISO and PTOs confirm initial Generating Facility groups for initial Dispatch assumptions and cost allocation purposes (except for thermal overload and short circuit mitigation).	1	1
2	PTOs update Base Cases, each representing all Generating Facilities of the Downsizing Generators and potential Affected Generators.	7	2-8
3	PTOs update contingency lists.	4	9-12
4	CAISO reviews and approves Base Cases and contingency lists.	7	9-15
5	CAISO performs on-peak Deliverability Assessment.	21	16-36
6	At the CAISO’s direction, the PTOs perform the off-peak Load Flow, and summer peak and off-peak Post Transient and Stability analyses, and submit results for CAISO review.	21	16-36

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7	CAISO proposes network upgrades. The PTO develops mitigation plans to supplement CAISO proposed mitigation plans for consideration, as appropriate, and submits to CAISO for review and direction.	14	37-50
8	CAISO retests Deliverability Assessment results with proposed Delivery Network Upgrades and Reliability Network Upgrades. PTOs review and comment on retest results.	7	51-57
9	CAISO assigns cost responsibility of Delivery Network Upgrades to generators.	14	58-71
10	PTOs assign cost responsibility of Reliability Network Upgrades to generators.	14	58-71
Short Circuit Duty			
11	CAISO directs PTOs to update Base Cases	49	1-50
12	PTOs perform SCD analyses	14	51-64
13	PTOs update short circuit duty mitigation and submit to CAISO for review	14	65-78
Facility cost estimates and schedules			
14	At the CAISO's direction, PTO(s) prepares cost estimates and schedules for modified or substituted direct assignment facilities and Network Upgrades.	120	1-120
Generator Downsizing Study Report			
15	At the CAISO's direction, PTOs prepare draft report for modified or substituted Network Upgrades and the PTO's Interconnection Facilities.	50	79-128
16	CAISO reviews draft report and submits comments, recommendations and direction to the PTOs.	10	129-138
17	PTOs incorporate CAISO's directions, conclusions and recommendations. If CAISO conclusions and recommendations conflict with PTO conclusions, then CAISO and the PTO must coordinate to resolve conflicts. Any remaining conflicts must be noted in the final report.	7	139-145

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18	PTOs submit final draft report to the CAISO. The CAISO will finalize the report and tender the CAISO approved report to the ICs.	5	146-150
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[Footnote 1: In accordance with the WECC Short Circuit Duty Procedure]

Generator Downsizing Interconnection Agreement Amendment Process

Line	GIA Amendment Activity	Typical Calendar Days	Timeline (Days)
19	At CAISO's direction, PTO prepares and tenders amendment to Interconnection Agreement, in the form of Appendix HH, or revised Interconnection Agreement, as applicable	30	151-180
20	PTO, with CAISO input, negotiates amended or revised Interconnection Agreement as necessary with Downsizing Generator or Affected Generator (all parties can agree to extend timeline)	60 days (App. U) 30 days (App. S) 90 days (App. Y)	151-240 (App. U) 151-211 (App. S) 151-271 (App. Y)
21	CAISO and PTO finalize and file Interconnection Agreement or amendment to Interconnection Agreement under respective tariffs. (all parties can agree to extend timeline)	60 days (App. U) 30 days (App. S) 90 days (App. Y)	151-240 (App. U) 151-211 (App. S) 151-271 (App. Y)

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ATTACHMENT B TO APPENDIX 4

CONTACTS FOR NOTICES

[Section 4.15]

CAISO

Manager, Transmission Engineering
250 Outcropping Way
Folsom, CA 95630
Phone: 916.351.2104
Fax: 916.351.2264

[NAME OF PTO]

[Address of PTO]