

Appendix A
Master Definitions Supplement

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- Downsizing Generator

An Interconnection Customer that submits a valid Generator Downsizing Request and participates in the Generator Downsizing Process under Section 3.10 of the GIDAP.

- Downsizing Generator Payment Obligation Agreement

The form of agreement set forth in Appendix 11 of the GIDAP, obligating the Downsizing Generator to pay (1) its share of the costs of studying Generator Downsizing Requests in the next reassessment process to be performed pursuant to Section 7.4 of the GIDAP, and (2) the costs of amending its Generator Interconnection Agreement, in order to implement the results of the annual Generator Downsizing Process.

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- Generator Downsizing Deposit

A deposit in the amount of sixty thousand dollars (\$60,000) to be submitted as part of the Generator Downsizing Request.

- Generator Downsizing Process

The annual process set forth in Section 3.10 of the GIDAP pursuant to which Interconnection Customers can request reductions to the megawatt capacity of their Small or Large Generating Facilities.

- Generator Downsizing Request

A request submitted under Section 3.10 of the GIDAP to reduce the megawatt generating capacity of a Small or Large Generating Facility.

- Generator Downsizing Request Window

The annual time period during which Interconnection Customers may submit Generator Downsizing Requests for inclusion in the associated annual Generator Downsizing Process. The Generator Downsizing Request Window will open on October 15 and close on November 15 of each calendar year.

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Appendix S
Small Generator Interconnection Procedures

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1.3.4.2 The Interconnection Customer shall provide the CAISO a \$10,000 deposit for the modification assessment at the time the request is submitted. Except as provided below

and except as provided in Section 3.10.2 of the GIDAP, any modification assessment will be concluded, and a response provided to the Interconnection Customer in writing, within forty-five (45) calendar days from the date the CAISO receives all of the following: the Interconnection Customer's written notice to modify the project, technical data required to assess the request and payment of the \$10,000 deposit. If the modification assessment cannot be completed within that time period, the CAISO shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. The Interconnection Customer will be responsible for the actual costs incurred by the CAISO and applicable Participating TO(s) in conducting the modification assessment. If the actual costs of the modification assessment are less than the deposit provided by the Interconnection Customer, the Interconnection Customer will be refunded the balance. If the actual costs of the modification assessment are greater than the deposit provided by the Interconnection Customer, the Interconnection Customer shall pay the balance within 30 days of being invoiced. The CAISO shall coordinate the modification request with the Participating TO(s). The Participating TO(s) shall invoice the CAISO for any assessment work within seventy-five (75) calendar days of completion of the assessment, and, within thirty (30) days thereafter, the CAISO shall issue an invoice or refund to the Interconnection Customer, as applicable, based upon such submitted Participating TO invoices and the CAISO's own costs for the assessment.

The CAISO will publish cost data regarding modification assessments in accordance with the terms set forth in a Business Practice Manual.

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Appendix U

Standard Large Generator

Interconnection Procedures (LGIP)

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- 4.4.6** The Interconnection Customer shall provide the CAISO a \$10,000 deposit for the modification assessment at the time the request is submitted. Except as provided below and except as provided in Section 3.10.2 of the GIDAP, any modification assessment will be concluded, and a response provided to the Interconnection Customer in writing, within forty-five (45) calendar days from the date the CAISO receives all of the following: the Interconnection Customer's written notice to modify the project, technical data required to assess the request and payment of the \$10,000 deposit. If the modification assessment cannot be completed within that time period, the CAISO shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. The Interconnection Customer will be responsible for the actual costs incurred by the CAISO and applicable Participating TO(s) in conducting the modification assessment. If the actual costs of the modification assessment are less than the deposit provided by the Interconnection Customer, the Interconnection Customer will

be refunded the balance. If the actual costs of the modification assessment are greater than the deposit provided by the Interconnection Customer, the Interconnection Customer shall pay the balance within 30 days of being invoiced. The CAISO shall coordinate the modification request with the Participating TO(s). The Participating TO(s) shall invoice the CAISO for any assessment work within seventy-five (75) calendar days of completion of the assessment, and, within thirty (30) days thereafter, the CAISO shall issue an invoice or refund to the Interconnection Customer, as applicable, based upon such submitted Participating TO invoices and the CAISO's own costs for the assessment.

The CAISO will publish cost data regarding modification assessments in accordance with the terms set forth in a Business Practice Manual.

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Appendix Y GIP

For Interconnection Requests

Generator Interconnection Procedures (GIP)

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6.9.2.3

The Interconnection Customer shall provide the CAISO a \$10,000 deposit for the modification assessment at the time the request is submitted. Except as provided below and except as provided in Section 3.10.2 of the GIDAP, any modification assessment will be concluded, and a response provided to the Interconnection Customer in writing, within forty-five (45) calendar days from the date the CAISO receives all of the following: the Interconnection Customer's written notice to modify the project, technical data required to assess the request and payment of the \$10,000 deposit. If the modification assessment cannot be completed within that time period, the CAISO shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. The Interconnection Customer will be responsible for the actual costs incurred by the CAISO and applicable Participating TO(s) in conducting the modification assessment. If the actual costs of the modification assessment are less than the deposit provided by the Interconnection Customer, the Interconnection Customer will be refunded the balance. If the actual costs of the modification assessment are greater than the deposit provided by the Interconnection Customer, the Interconnection Customer shall pay the balance within 30 days of being invoiced. The CAISO shall coordinate the modification request with the Participating TO(s). The Participating TO(s) shall invoice the CAISO for any assessment work within seventy-five (75) calendar days of completion of the assessment, and, within thirty (30) days thereafter, the CAISO shall issue an invoice or refund to the Interconnection Customer, as applicable, based upon such submitted Participating TO invoices and the CAISO's own costs for the assessment.

The CAISO will publish cost data regarding modification assessments in accordance with the terms set forth in a Business Practice Manual.

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12.3.2.2

Repayment of Amounts Advanced Regarding Phased Generating Facilities

Upon the Commercial Operation Date of each phase of a Phased Generating Facility, unless the Interconnection Customer has provided written notice to the CAISO that it is declining all or part of such repayment, the Interconnection Customer shall be entitled to a repayment for the Interconnection Customer's contribution to the cost of Network Upgrades for that completed phase in accordance with the Interconnection Customer's cost responsibility assigned for the phase under GIP Sections 7.3 and 7.4 if all of the following conditions are satisfied:

- (a) The Generating Facility is capable of being constructed in phases;
- (b) The Generating Facility is specified in the GIA as being constructed in phases;
- (c) The completed phase corresponds to one of the phases specified in the GIA;
- (d) The phase has achieved Commercial Operation and the Interconnection Customer has tendered notice of the same pursuant to the GIA;
- (e) All parties to the GIA have confirmed that the completed phase meets the requirements set forth in the GIA and any other operating, metering, and interconnection requirements to permit generation output of the entire capacity of the completed phase as specified in the GIA;
- (f) The Network Upgrades necessary for the completed phase to meet the desired level of deliverability are in service; and
- (g) The Interconnection Customer has posted one hundred (100) percent of the Interconnection Financial Security required for the Network Upgrades for all the phases of the Generating Facility (or if less than one hundred (100) percent has been posted, then all required Interconnection Financial Security instruments to the date of commencement of repayment).

Upon satisfaction of these conditions (a) through (g), the Interconnection Customer shall be entitled to receive a partial repayment of its financed cost responsibility in an amount equal to the percentage of the Generating Facility declared to be in Commercial Operation multiplied by the cost of the Network Upgrades associated with the completed phase. The Interconnection Customer shall be entitled to repayment in this manner for each completed phase until the entire Generating Facility is completed.

A reduction in the electrical output (MW capacity) of the Generating Facility pursuant to Section 3.10 of the GIDAP or Article 5.19.4 of the LGIA shall not diminish the Interconnection Customer's right to repayment pursuant to this GIP Section 12.3.2.2. If the GIA includes a partial termination provision and the partial termination right has been exercised with regard to a phase that has not been built, then the Interconnection Customer's eligibility for repayment under this Section as to the remaining phases shall not be diminished. If the Interconnection Customer completes one or more phases and then defaults on the GIA, the Participating TO and the CAISO shall be entitled to offset any losses or damages resulting from the default against any repayments made for Network Upgrades related to the completed phases provided that the party seeking to exercise the offset has complied with any requirements which may be required to apply the stream of payments utilized to make the repayment to the Interconnection Customer as an offset.

Any repayment amount for completion of a phase shall include any tax gross-up or other tax-related payments associated with the Network Upgrades not refunded to the Interconnection Customer, and shall be paid to the Interconnection Customer by the applicable Participating TO(s) on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the date by the requirements of items (a) through (g) above have been fulfilled,; or (2) any alternative payment schedule that associates the completion of Network Upgrades with the completion of particular phases and that is mutually agreeable to the Interconnection Customer and Participating TO.

Instead of direct payments, the Interconnection Customer may elect to receive Merchant Transmission Congestion Revenue Rights (CRRs) in accordance with the CAISO Tariff Section 36.11 associated with the Network Upgrades for each phase, or portions thereof that were funded by the Interconnection Customer. Such CRRs would take effect upon the Commercial Operation Date of the phase in accordance with the GIA.

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CAISO TARIFF APPENDIX CC

Large Generator Interconnection Agreement

for Interconnection Requests in a Queue Cluster Window

that are tendered a Large Generator Interconnection Agreement on or after July 3, 2010

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11.4.1.2 Repayment of Amounts Advanced Regarding Phased Generating Facilities

Upon the Commercial Operation Date of each phase of a Phased Generating Facility, the Interconnection Customer shall be entitled to a repayment equal to the Interconnection Customer's contribution to the cost of Network Upgrades for that completed phase for which the Interconnection Customer is responsible, as set forth in Appendix G, if all of the following conditions are satisfied:

- (a) The Generating Facility is capable of being constructed in phases;
- (b) The Generating Facility is specified in the LGIA as being constructed in phases;
- (c) The completed phase corresponds to one of the phases specified in the LGIA;

- (d) The phase has achieved Commercial Operation and the Interconnection Customer has tendered notice of the same pursuant to this LGIA;
- (e) All Parties to the LGIA have confirmed that the completed phase meets the requirements set forth in this LGIA and any other operating, metering, and interconnection requirements to permit generation output of the entire capacity of the completed phase as specified in this LGIA;
- (f) The Network Upgrades necessary for the completed phase to meet the desired level of deliverability are in service; and
- (g) The Interconnection Customer has posted one hundred (100) percent of the Interconnection Financial Security required for the Network Upgrades for all the phases of the Generating Facility (or if less than one hundred (100) percent has been posted, then all required Financial Security Instruments to the date of commencement of repayment).

Upon satisfaction of these conditions (a) through (g), the Interconnection Customer shall be entitled to receive a partial repayment of its financed cost responsibility in an amount equal to the percentage of the Generating Facility declared to be in Commercial Operation multiplied by the cost of the Network Upgrades associated with the completed phase. The Interconnection Customer shall be entitled to repayment in this manner for each completed phase until the entire Generating Facility is completed.

A reduction in the electrical output (MW capacity) of the Generating Facility pursuant to Section 3.10 of the GIDAP shall not diminish the Interconnection Customer's right to repayment pursuant to this LGIA Article 11.4.1. If the LGIA includes a partial termination provision and the partial termination right has been exercised with regard to a phase that has not been built, then the Interconnection Customer's eligibility for repayment under this Article as to the remaining phases shall not be diminished. If the Interconnection Customer completes one or more phases and then breaches the LGIA, the Participating TO and the CAISO shall be entitled to offset any losses or damages resulting from the Breach against any repayments made for Network Upgrades related to the completed phases.

Any repayment amount for completion of a phase shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the date by which the requirements of items (a) through (g) have been fulfilled; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the Commercial Operation Date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

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Appendix DD

Generator Interconnection and Deliverability Allocation Procedures (GIDAP)

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Section 1 Objectives And Applicability

1.1 Objectives And Applicability

The objective of this Generation Interconnection and Deliverability Allocation Procedures (GIDAP) is to implement the requirements for both Small and Large Generating Facility interconnections to the CAISO Controlled Grid and to provide a process for allocating Transmission Plan Deliverability for Interconnection Requests starting with Queue Cluster 5 and for subsequent Queue Clusters. This GIDAP applies to Interconnection Requests that are either assigned to Queue Cluster 5 and subsequent Queue Clusters, or submitted for the Independent Study Process, or Fast Track Process after [effective date of tariff amendment].

In addition, the annual Generator Downsizing Process set forth in Section 3.10 shall be available to all eligible Interconnection Customers, regardless of which interconnection procedures under the CAISO Tariff they are subject to.

1.2 Definitions

Unless the context otherwise requires, any word or expression defined in the Master Definitions Supplement, Appendix A to the CAISO Tariff, will have the same meaning where used in this GIDAP. References to the GIDAP are to this Appendix DD.

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3.10 Generator Downsizing Process

3.10.1 Objectives and Applicability

In accordance with the requirements set forth in this Section 3.10, the CAISO shall conduct, on an annual basis, a process for evaluating requests by Interconnection Customers to reduce the megawatt generating capacities of their Generating Facilities. In each annual cycle of this Generator Downsizing Process, the CAISO will process valid Generator Downsizing Requests submitted during the applicable Generator Downsizing Request Window as part of the annual reassessment process set forth in Section 7.4.

All reductions to the megawatt generating capacity of Generating Facilities by Interconnection Customers shall utilize this annual Generator Downsizing Process unless explicitly exempted. Specifically, beginning on the date of the opening of the first Generator Downsizing Request Window, all proposed reductions of megawatt generating capacity by Interconnection Customers shall, regardless of the dates of the Interconnection Customer's Interconnection Request(s), be subject to the requirements and procedures of Section 3.10, except for the following: (1) MW capacity reductions made pursuant to the provisions of the CAISO's interconnection procedures that permit Interconnection Customers to reduce the size of their Generating Facilities between the Phase I and Phase II Interconnection Studies, as set forth in Section 6.7.2; (2) MW capacity reductions made pursuant to specific non-conforming provisions of an Interconnection Customer's Generator Interconnection Agreement that provide the Interconnection Customer with an explicit right to reduce the capacity of its Generating Facility through a partial termination of its Generator Interconnection Agreement; (3) MW capacity reductions no greater than the safe harbor threshold set forth in Section 3.10.13; and (4) MW capacity reductions made by Interconnection Customers pursuant to the parking options set forth in Sections 8.9.4, 8.9.5, and 8.9.6.

Generator Downsizing Requests that meet the eligibility requirements set forth in this Section 3.10 will be studied as part of the next annual reassessment process set forth in Section 7.4.

3.10.2 Modifications Other than Generator Downsizing Requests

Proposed modifications to Generating Facilities other than proposed reductions in the megawatt capacities of Generating Facilities are separately addressed in Section 6.7.2 of these procedures and are beyond the scope of the annual Generator Downsizing Process. Such proposed modifications must be submitted separately and will not be evaluated as part of the Generator Downsizing Process under this Section 3.10.

Comment [A1]: For clarity, a cross reference here would be useful, although given that 3.10 may apply to downsizing requests for interconnection customers utilizing procedures other than the GIDAP, additional references may be needed.

The CAISO will defer evaluation of any other proposed modification made by an Interconnection Customer that is participating in the annual Generator Downsizing Process until the completion of the applicable annual Generating Downsizing Process. Other than the deferral of such modification requests, nothing in this Section 3.10.2 will diminish the rights of the Interconnection Customer to request a modification pursuant to the applicable interconnection procedures under which the Interconnection Customer's Interconnection Request is being processed.

3.10.3 Eligibility to Participate in Generator Downsizing Process

3.10.3.1 Commercial Operation Status

In order to be eligible to participate in the current annual Generator Downsizing Process, an Interconnection Customer must be in one of the following two categories:

- (1) The Interconnection Customer has a Generating Facility that is currently being processed under the CAISO's interconnection procedures and has not achieved the last Commercial Operation Date indicated in its Generator Interconnection Agreement.
- (2) The Interconnection Customer has a Generating Facility that has achieved final Commercial Operation with a total megawatt capacity amount that is lower than the amount specified in its Generator Interconnection Agreement by an amount that is greater than the safe harbor threshold specified in Section 3.10.13. This eligibility will be limited to the first annual Generator Downsizing Process with a Generator Downsizing Request Window that closes on a date that is later than the last Commercial Operation Date indicated in its Generator Interconnection Agreement.

3.10.3.2 Good Standing Requirements

The Interconnection Customer must also meet the following requirements of good standing by the date the applicable Generator Downsizing Request Window closes in order to be eligible to participate in the Generator Downsizing Process:

- (a) 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 that have come due.

- (b) 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 ~~and, for which~~ the cure period has expired without sufficient cure being made, then the Interconnection Customer will not be eligible to submit a Generator Downsizing Request. If the Interconnection Customer has received a notice of deemed withdrawal for which the cure period has not expired at the time of the close of the applicable Generator Downsizing Request Window, and such cure period subsequently expires without sufficient cure being made, the Interconnection Customer's Generator Downsizing Request will be deemed withdrawn.
- (c) The Interconnection Customer is in compliance with the terms of its Generator Interconnection Agreement, including Interconnection Customer milestones, and has not received a notice of breach for which the cure period has expired without sufficient cure being made. If the Interconnection Customer has received a notice of breach for which the cure period has not expired at the time of the close of the applicable Generator Downsizing Request Window, and such cure period subsequently expires without sufficient cure being made, the Interconnection Customer's Generator Downsizing Request will be deemed withdrawn.

With respect to an Interconnection Customer under category (2) in Section 3.10.3.1, such an Interconnection Customer will not be ~~considered~~ ineligible to participate in the Generator Downsizing Process if its failure to meet one or more of the three criteria listed in this subsection is due solely to its Generating Facility having achieved the last Commercial Operation Date ~~indicated~~ in its Generator Interconnection Agreement with a total megawatt capacity amount that is lower than the amount specified in its Generator Interconnection Agreement by an amount that is greater than the safe harbor threshold specified in Section 3.10.13.

3.10.3.3 Treatment of Customers with Capacity Reductions Greater than the Safe Harbor Threshold

An Interconnection Customer under category (2) in Section 3.10.3.1 that meets all applicable eligibility requirements set forth in Section 3.10, including the payment of any related costs, and that participates in the applicable annual Generator Downsizing Process, will not be considered in breach of its obligations under the CAISO Tariff or its Generator Interconnection Agreement due to failing to place into service the megawatt capacity set forth in its Generator Interconnection Agreement. This Section 3.10.3 will not operate to diminish the responsibility of an Interconnection Customer under category (2) above for any costs or other obligations set forth in the CAISO Tariff or its Generator Interconnection Agreement.

3.10.4 Generator Downsizing Request

An Interconnection Customer that wishes to utilize the annual Generator Downsizing Process, and meets the eligibility requirements set forth in Section 3.10.3, must submit a Generator Downsizing Request application to the CAISO in the form set forth on the CAISO Website. The CAISO will forward a copy of the submitted Generator Downsizing Request application to the applicable Participating TO(s).

The CAISO will evaluate for eligibility to be included in the annual Generator Downsizing Process all Generator Downsizing Requests that are submitted during the applicable Generator Downsizing Request Window.

3.10.5 Processing a Generator Downsizing Request

3.10.5.1 Initiating the Generator Downsizing Request

To initiate the Generator Downsizing Request, an Interconnection Customer must submit all of the following by the close of the applicable Generator Downsizing Request Window:

- (i) A completed Generator Downsizing Request application in the form set forth on the CAISO Website, including all technical data required by the Generator Downsizing Request.
- (ii) A certification of eligibility for generator downsizing, in the form set forth on the CAISO Website, that the Interconnection Customer meets the applicable eligibility requirements of Section 3.10.3.
- (iii) The Generator Downsizing Deposit.
- (iv) A Downsizing Generator Payment Obligation Agreement, in the form set forth in Appendix 11 to this GIDAP, executed by the Interconnection Customer.

Failure to submit any of the four items listed in this Section 3.10.5.1 will void the application, while submitting item (i) with some errors or omissions will not void the application provided the Interconnection Customer cures the deficiency pursuant to Section 3.10.5.2.2.

3.10.5.2 Validating the Generating Downsizing Request

3.10.5.2.1 Notification and Execution of Downsizing Generator Payment Obligation Agreement

The CAISO will notify the Interconnection Customer no later than ten (10) Business Days after the close of the applicable Generator Downsizing Request Window whether its Generator Downsizing Request is deemed complete, valid, and ready to be studied. If the Generator Downsizing Request is deemed complete, valid, and ready to be studied, the CAISO will execute the Downsizing Generator Payment Obligation Agreement provided by the Interconnection Customer pursuant to Section 3.10.5.1(iv) and provide a copy of the executed agreement to the Interconnection Customer.

3.10.5.2.2 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 Interconnection Customer has complied with all of the requirements of Section 3.10.5.1.

The CAISO will provide the Interconnection Customer with an opportunity to cure a deficiency in the Generator Downsizing Request only if the deficiency pertains to the application required by Section 3.10.5.1(i). In that event, the CAISO will notify the Interconnection Customer, at the time it provides its notification in Section 3.10.5.2.1, 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 associated Annual Downsizing Process set forth in Section 3.10, the Interconnection Customer must provide the additional requested information needed to constitute a valid Generator Downsizing

Request. Whenever the Interconnection Customer provides additional requested information, the CAISO will notify the Interconnection Customer within five (5) Business Days of receipt of that information whether the Generator Downsizing Request is valid. If the Generator Downsizing Request continues to fail to meet the requirements set forth in Section 3.10.5.1(i), the CAISO will include in its notification to the Interconnection Customer the reasons for such failure. If a Generator Downsizing Request has not been deemed valid, the Interconnection Customer must submit all information necessary to meet the requirements of Section 3.10.5.1(i) no later than twenty (20) Business Days after the close of the applicable Generator Downsizing Request Window or ten (10) Business Days after the CAISO first provided notice that the Generator Downsizing Request was not valid, whichever is later.

A Generator Downsizing Request that has not met the requirements of Section 3.10.5.1(i) within twenty (20) Business Days after the close of the applicable Generator Downsizing Request Window 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 studied in the next reassessment to be performed pursuant to this GIDAP. If the Generator Downsizing Request is deemed invalid, the CAISO will refund the Interconnection Customer's Generator Downsizing Deposit, less any costs incurred in validating the Generator Downsizing Request.

3.10.6 Withdrawal of Generator Downsizing Request

An Interconnection Customer may withdraw its Generator Downsizing Request anytime before the close of the applicable Generator Downsizing Request Window, but may not do so thereafter. Following a timely withdrawal under this Section 3.10.6, the CAISO will refund the Generator Downsizing Deposit of the Downsizing Generator, less any costs incurred by the CAISO, ~~and~~ applicable Participating TO(s), ~~and~~/or third parties at the direction of the CAISO or applicable Participating TO(s) in validating the Generator Downsizing Request.

3.10.7 Use of Generator Downsizing Deposits

The CAISO will deposit all Generator Downsizing Deposits in an interest-bearing account at a bank or financial institution designated by the CAISO. The Generator Downsizing Deposits will be applied to pay for prudent costs incurred by the CAISO, the Participating TO(s), ~~and~~/or third parties at the direction of the CAISO or applicable Participating TO(s), 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 will include but not be limited to:

1. The costs of studying the Generator Downsizing Request in the reassessment process performed pursuant to Section 7.4; and
2. The costs associated with amending the Generator Interconnection Agreement of the Downsizing Generator to incorporate changes resulting from the Generator Downsizing Process.

3.10.8 Obligations of Downsizing Generators for Costs of Studying Generator Downsizing Requests in the Reassessment

A Downsizing Generator will be responsible for its share of all actual costs incurred by the CAISO, applicable Participating TO(s), and/or third parties at the direction of the CAISO and applicable Participating TO(s) in connection with studying its Generator Downsizing Request in the next reassessment process to be performed pursuant to Section 7.4. A Downsizing Generator's share of the actual costs will be determined by dividing the total actual costs of performing the applicable annual reassessment process by the sum of the following quantities:

- (1) the number of Generator Downsizing Requests studied in the applicable annual reassessment process;
- (2) the number of Generating Facilities whose Phase II Interconnection Studies were completed in the most recent Interconnection Study Cycle prior to the applicable annual reassessment;
- (3) the number of Generating Facilities that are parked pursuant to this GIDAP at the time of the applicable annual reassessment process; and
- (4) the number of Interconnection Requests in Queue Clusters for whose Interconnection Studies the results of the applicable annual reassessment process will be used to establish the Base Case.

3.10.9 Obligations of Downsizing Generators for Costs of Amending GIAs A Downsizing Generator will be responsible for the actual costs incurred by the CAISO and applicable Participating TO(s) to amend its Generator Interconnection Agreement pursuant to Section 3.10.12 to incorporate changes resulting from the Generator Downsizing Process.

3.10.10 Invoicing and Payment of Downsizing Costs

The applicable Participating TO(s) will invoice the CAISO for any work performed by the applicable Participating TO(s); and/or work performed at the applicable Participating TO(s)' direction pursuant to this Section 3.10 within seventy-five (75) calendar days of completion of the work. Within thirty (30) calendar days thereafter, the CAISO will:

- (i) apply each Generator Downsizing Deposit towards the Downsizing Generator's obligations for the actual costs incurred by the CAISO, applicable Participating TO(s), and/or third parties at the direction of the CAISO and applicable Participating TO(s) pursuant to Section 3.10.8 and 3.10.9.
- (ii) If a Downsizing Generator's total cost obligation pursuant to Sections 3.10.8 and 3.10.9 is less than its Generator Downsizing Deposit, the CAISO will refund to the Downsizing Generator 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 3.10.7.
- (iii) If a Downsizing Generator's total cost obligation pursuant to Sections 3.10.8 and 3.10.9 is greater than its Generator Downsizing Deposit, the

CAISO will invoice the Downsizing Generator for the balance of the costs. The Downsizing Generator will pay the amounts shown on any such invoice within thirty (30) calendar days of the date of the invoice.

3.10.11 Cost Allocation for Network Upgrades

A Downsizing Generator will continue to be obligated to finance the costs of (1) Network Upgrades that its Generating Facility previously triggered, and (2) Network Upgrades that are alternatives to the previously-triggered Network Upgrades, if such previously-triggered Network Upgrades or alternative Network Upgrades are needed by Interconnection Customers in the same Queue Cluster, or later-queued Interconnection Customers, up to the total cost responsibility of the Downsizing Generator as determined by the CAISO Tariff interconnection study procedures applicable to the Downsizing Generator. Any reallocation or changes in Network Upgrade cost estimates for a Downsizing Generator that result from a reassessment conducted pursuant to Section 7.4 will be based on the capacity of the Downsizing Generator as was studied in the Phase II Interconnection Study.

3.10.12 Reflecting Plan of Service Changes in GIAs

After the completion of the reassessment process performed pursuant to Section 7.4, each Downsizing Generator that has (1) a Generator Downsizing Request that is approved pursuant to this GIDAP and (2) an executed Generator Interconnection Agreement, a draft amendment to the Generator Interconnection Agreement that reflects the Generator Downsizing Request of the Downsizing Generator will be provided as soon as possible. The reassessment report is considered an amendment to the Generator Interconnection Agreement until the Generator Interconnection Agreement can be formally amended. If the CAISO, applicable Participating TO, and Downsizing Generator have not begun negotiating or are in the process of negotiating a Generator Interconnection Agreement, the Generator Interconnection Agreement they negotiate will reflect the Generator Downsizing Request of the Downsizing Generator.

3.10.13 Permitted De Minimis Reductions in Generating Facility Capacity

If, at the time an Interconnection Customer achieves Commercial Operation, the actual MW capacity of its Generating Facility is reduced by no more than the greater of five percent (5%) of its MW capacity or 10 MW, but by not greater than twenty-five percent (25%) of the MW capacity of the Generating Facility, ~~this such a~~ reduction shall not constitute, ~~in and of itself,~~ a breach of the Interconnection Customer's obligations under the CAISO Tariff or its Generator Interconnection Agreement. The MW capacity value of a Generating Facility for purposes of this provision shall be established by reference to the capacity as set forth in the Interconnection Customer's currently-applicable Generator Interconnection Agreement. No reductions permitted under this Section 3.10.13 shall operate to diminish the Interconnection Customer's responsibility for any costs or other obligations set forth in its Generator Interconnection Agreement or the CAISO Tariff.

With respect to an Interconnection Customer with an executed Generator Interconnection Agreement derived from either Appendix CC or Appendix EE of the CAISO Tariff, this Section 3.10.13 shall apply in lieu of Article 5.19.4 of the Generator Interconnection

Agreement and any Generating Facility capacity reduction permitted under Article 5.19.4 shall be performed in accordance with and be subject to Section 3.10.

* * *

6.7.2.3

The Interconnection Customer shall provide the CAISO a \$10,000 deposit for the modification assessment at the time the request is submitted. Except as provided below and except as provided in Section 3.10.2, any modification assessment will be concluded, and a response provided to the Interconnection Customer in writing, within forty-five (45) calendar days from the date the CAISO receives all of the following: the Interconnection Customer's written notice to modify the project, technical data required to assess the request and payment of the \$10,000 deposit. If the modification assessment cannot be completed within that time period, the CAISO shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. The Interconnection Customer will be responsible for the actual costs incurred by the CAISO and applicable Participating TO(s) in conducting the modification assessment. If the actual costs of the modification assessment are less than the deposit provided by the Interconnection Customer, the Interconnection Customer will be refunded the balance. If the actual costs of the modification assessment are greater than the deposit provided by the Interconnection Customer, the Interconnection Customer shall pay the balance within 30 days of being invoiced. The CAISO shall coordinate the modification request with the Participating TO(s). The Participating TO(s) shall invoice the CAISO for any assessment work within seventy-five (75) calendar days of completion of the assessment, and, within thirty (30) days thereafter, the CAISO shall issue an invoice or refund to the Interconnection Customer, as applicable, based upon such submitted Participating TO invoices and the CAISO's own costs for the assessment.

The CAISO will publish cost data regarding modification assessments in accordance with the terms set forth in a Business Practice Manual.

* * *

7.4

Reassessment Process

7.4.1

The CAISO will perform a reassessment of the Phase I Interconnection Study base case prior to the beginning of the GIDAP Phase II Interconnection Studies. The reassessment will evaluate the impacts on those Network Upgrades identified in previous interconnection studies and assumed in the Phase I Interconnection Study of:

- (a) Interconnection Request withdrawals occurring after the completion of the Phase II Interconnection Studies for the immediately preceding Queue Cluster;
- (b) Generator Downsizing Requests submitted in the most recent Generator Downsizing Request Window that meet the requirements set forth in Section 3.10, and Generating Facilities that are to have their generating capacities reduced pursuant to Sections 8.9.4, 8.9.5, and 8.9.6;
- (c) the performance of earlier queued Interconnection Customers with executed GIAs with respect to required milestones and other obligations;
- (d) compliance of earlier queued Interconnection Customers that were allocated TP Deliverability under Section 8.9.3 with the retention criteria;

- (e) the results of the TP Deliverability allocation from the prior Interconnection Study cycle; and,
- (f) transmission additions and upgrades approved in the most recent TPP cycle.

The reassessment will be used to develop the base case for the Phase II Interconnection Study

* * *

8.9.4 Parking for Option (A) Generating Facilities

For an Option (A) Generating Facility in the current Interconnection Study Cycle which either was allocated less TP Deliverability than requested or does not desire to accept the amount allocated the Interconnection Customer shall select one of the following options:

- (1) Withdraw its Interconnection Request
- (2) Enter into a GIA, in which case the Interconnection Request shall automatically convert to Energy Only Deliverability Status. In such circumstances, upon execution of the GIA, any Interconnection Financial Security shall be adjusted to remove the obligation for Interconnection Financial Security pertaining to LDNUs
- (3) Park the Interconnection Request; in which case the Interconnection Request may remain in the Interconnection queue until the next allocation of TP Deliverability in which it may participate in accordance with the requirements of Section 8.9.2. Parking an Interconnection Request does not confer a preference with respect to any other Interconnection Request with respect to allocation of TP Deliverability.

An Interconnection Customer that selects option (2) or (3) above may, at the time it selects the option, elect to reduce the generating capacity of its Generating Facility.

8.9.5 Partial Allocations of Transmission Based Deliverability to Option (A) and Option (B) Generating Facilities

If a Generating Facility is allocated TP Deliverability in the current Interconnection Study Cycle in an amount less than the amount of Deliverability requested, then the Interconnection Customer must choose one of the following options:

- (i) Accept the allocated amount of TP Deliverability and reduce the MW generating capacity of the proposed Generating Facility such that the allocated amount of TP Deliverability will provide Full Capacity Deliverability Status to the reduced generating capacity;
- (ii) Accept the allocated amount of TP Deliverability and adjust the Deliverability status of the proposed Generating Facility to achieve Partial Capacity Deliverability corresponding to the allocated TP Deliverability;
- (iii) For Option (A) Generating Facilities, accept the allocated amount of TP Deliverability and seek additional TP Deliverability for the remainder of the requested Deliverability of the Interconnection Request in the next allocation cycle. In such instance, the Interconnection Customer shall execute a GIA for the entire Generating Facility having Partial Capacity Deliverability corresponding to the allocated amount of TP Deliverability. Following the next cycle of TP Deliverability allocation, the GIA shall be amended as needed to adjust its Deliverability status to reflect any

additional allocation of TP Deliverability. At this time the Interconnection Customer may also adopt options (i) or (ii) above based on the final amount of TP Deliverability allocated to the Generating Facility. There will be no further opportunity for this Generating Facility to participate in any subsequent cycle of TP Deliverability allocation; or

- (iv) Decline the allocated amount of TP Deliverability and either withdraw the Interconnection Request or convert to Energy Only Deliverability Status. An Interconnection Customer having an Option (A) Generating Facility that has not previously parked may decline the allocation of TP Deliverability and park until the next cycle of TP Deliverability allocation in the next Interconnection Study Cycle.

An Interconnection Customer that selects option (iii) or (iv) above may, at the time it selects the option, elect to reduce the generating capacity of its Generating Facility.

8.9.6 Declining TP Deliverability Allocation

An Interconnection Customer having an Option (A) Generating Facility that has not previously parked and is allocated the entire amount of requested TP Deliverability may decline all or a portion of the TP Deliverability allocation and park the Generating Facility Request as described in Section 8.9.4(3). An Interconnection Customer that selects this option may, at the time it selects the option, elect to reduce the generating capacity of its Generating Facility.

* * *

14.3.2.2 Repayment of Amounts Advanced Regarding Phased Generating Facilities

Upon the Commercial Operation Date of each phase of a Phased Generating Facility, unless the Interconnection Customer has provided written notice to the CAISO that it is declining all or part of such repayment, the Interconnection Customer shall be entitled to a repayment for the Interconnection Customer's contribution to the cost of Network Upgrades for that completed phase in accordance with the Interconnection Customer's cost responsibility assigned for the phase and subject to the limitations specified in Section 14.3.2.1, if all of the following conditions are satisfied:

- (a) The Generating Facility is capable of being constructed in phases;
- (b) The Generating Facility is specified in the GIA as being constructed in phases;
- (c) The completed phase corresponds to one of the phases specified in the GIA;
- (d) The phase has achieved Commercial Operation and the Interconnection Customer has tendered notice of the same pursuant to the GIA;
- (e) All parties to the GIA have confirmed that the completed phase meets the requirements set forth in the GIA and any other operating, metering, and interconnection requirements to permit generation output of the entire capacity of the completed phase as specified in the GIA;
- (f) The Network Upgrades necessary for the completed phase to meet the desired level of Deliverability are in service; and
- (g) The Interconnection Customer has posted one hundred (100) percent of the Interconnection Financial Security required for the Network Upgrades for all the

phases of the Generating Facility (or if less than one hundred (100) percent has been posted, then all required Interconnection Financial Security instruments to the date of commencement of repayment).

Upon satisfaction of these conditions (a) through (g), the Interconnection Customer shall be entitled to receive a partial repayment of its financed cost responsibility in an amount equal to the percentage of the Generating Facility declared to be in Commercial Operation multiplied by the cost of the Network Upgrades associated with the completed phase. The Interconnection Customer shall be entitled to repayment in this manner for each completed phase until the entire Generating Facility is completed.

A reduction in the electrical output (MW capacity) of the Generating Facility pursuant to Section 3.10 of this GIDAP or Article 5.19.4 of the LGIA shall not diminish the Interconnection Customer's right to repayment pursuant to this Section. If the GIA includes a partial termination provision and the partial termination right has been exercised with regard to a phase that has not been built, then the Interconnection Customer's eligibility for repayment under this Section as to the remaining phases shall not be diminished. If the Interconnection Customer completes one or more phases and then defaults on the GIA, the Participating TO and the CAISO shall be entitled to offset any losses or damages resulting from the default against any repayments made for Network Upgrades related to the completed phases provided that the party seeking to exercise the offset has complied with any requirements which may be required to apply the stream of payments utilized to make the repayment to the Interconnection Customer as an offset.

Any repayment amount for completion of a phase shall include any tax gross-up or other tax-related payments associated with the Network Upgrades not refunded to the Interconnection Customer, and shall be paid to the Interconnection Customer by the applicable Participating TO(s) on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the date by the requirements of items (a) through (g) above have been fulfilled,; or (2) any alternative payment schedule that associates the completion of Network Upgrades with the completion of particular phases and that is mutually agreeable to the Interconnection Customer and Participating TO.

* * *

APPENDIX 11

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 _____, ("Interconnection Customer") 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 Interconnection Customer has elected to submit a Generator Downsizing Request pursuant to CAISO Tariff Appendix DD 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; and

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

- (i) study Generator Downsizing Requests in the reassessment performed pursuant to Appendix DD; and
- (ii) amend the Generator Interconnection Agreement of the Interconnection Customer, if the Interconnection Customer has an executed Generator Interconnection Agreement;

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

- 1.0 In accordance with Section 3.10 of Appendix DD, the Interconnection Customer agrees to pay (1) its share of the costs of studying Generator Downsizing Requests in the reassessment performed pursuant to Appendix DD and (2) and the costs of amending the Generator Interconnection Agreement, in order to implement the generator downsizing provisions of Appendix DD.
- 2.0 The Interconnection Customer may withdraw its Generator Downsizing Request in accordance with Section 3.10.5 of Appendix DD. Upon timely receipt of the Interconnection Customer's notice to withdraw, this Agreement will terminate, subject to the requirements of Section 3.10.5 of Appendix DD.
- 3.0 This Agreement will 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 invalid pursuant to Section 3.10.4.2.2 of Appendix DD, and the CAISO will refund the Interconnection Customer's Generator Downsizing Deposit, less any costs incurred in validating the Generator Downsizing Request.

- 4.0 The Interconnection Customer shall comply with all other applicable requirements set forth in the CAISO Tariff.
- 5.0 Miscellaneous.
- 5.1 Dispute Resolution. Any dispute, or assertion of a claim, arising out of or in connection with this Agreement, will be resolved in accordance with the Dispute provision of Appendix DD.
- 5.2 Confidentiality. Confidential Information will be treated in accordance with the confidentiality provision of Appendix DD.
- 5.3 Binding Effect. This Agreement and the rights and obligations hereof will be binding upon and will inure to the benefit of the successors and assigns of the Parties hereto.
- 5.4 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, will 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 DD or such Appendix to Appendix DD, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import will 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".
- 5.5 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.
- 5.6 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.

- 5.7 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 will 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 will 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 will, 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, will 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 will not constitute or be deemed a waiver of such right.

- 5.8 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.
- 5.9 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.
- 5.10 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both of the Parties.
- 5.11 Modification by the Parties. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both of the Parties. Such amendment will become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.
- 5.12 Reservation of Rights. The CAISO will 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 will 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 will 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 will 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.
- 5.13 No Partnership. This Agreement will 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 will 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.

5.14 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Interconnection Customer will 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 will not relieve a Party of its obligations, nor will 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 Interconnection Customer pursuant to the underlying interconnection process under which the Interconnection Customer'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 EE
Large Generator Interconnection Agreement
for Interconnection Requests Processed under the Generator Interconnection and Deliverability
Allocation Procedures (Appendix DD of the CAISO Tariff)

* * *

* * *

11.4.1.2 Repayment of Amounts Advanced Regarding Phased Generating Facilities

Upon the Commercial Operation Date of each phase of a Phased Generating Facility, the Interconnection Customer shall be entitled to a repayment equal to the Interconnection Customer's contribution to the cost of Network Upgrades for that completed phase for which the Interconnection Customer is responsible, as set forth in Appendix G, subject to the limitations specified in Article 11.4.1.1, if all of the following conditions are satisfied:

- (a) The Generating Facility is capable of being constructed in phases;
- (b) The Generating Facility is specified in the LGIA as being constructed in phases;
- (c) The completed phase corresponds to one of the phases specified in the LGIA;
- (d) The phase has achieved Commercial Operation and the Interconnection Customer has tendered notice of the same pursuant to this LGIA;
- (e) All Parties to the LGIA have confirmed that the completed phase meets the requirements set forth in this LGIA and any other operating, metering, and interconnection requirements to permit generation output of the entire capacity of the completed phase as specified in this LGIA;
- (f) The Network Upgrades necessary for the completed phase to meet the desired level of deliverability are in service; and
- (g) The Interconnection Customer has posted one hundred (100) percent of the Interconnection Financial Security required for the Network Upgrades for all the phases of the Generating Facility (or if less than one hundred (100) percent has

been posted, then all required Financial Security Instruments to the date of commencement of repayment).

Upon satisfaction of these conditions (a) through (g), the Interconnection Customer shall be entitled to receive a partial repayment of its financed cost responsibility, to the extent that it is otherwise eligible for such repayment per Article 11.4.1.1, in an amount equal to the percentage of the Generating Facility declared to be in Commercial Operation multiplied by the cost of the Network Upgrades associated with the completed phase. The Interconnection Customer shall be entitled to repayment in this manner for each completed phase until the entire Generating Facility is completed.

A reduction in the electrical output (MW capacity) of the Generating Facility pursuant to Section 3.10 of the GIDAP shall not diminish the Interconnection Customer's right to repayment pursuant to this LGIA Article 11.4.1. If the LGIA includes a partial termination provision and the partial termination right has been exercised with regard to a phase that has not been built, then the Interconnection Customer's eligibility for repayment under this Article as to the remaining phases shall not be diminished. If the Interconnection Customer completes one or more phases and then breaches the LGIA, the Participating TO and the CAISO shall be entitled to offset any losses or damages resulting from the Breach against any repayments made for Network Upgrades related to the completed phases.

Any repayment amount for completion of a phase shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the date by which the requirements of items (a) through (g) have been fulfilled; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years from the Commercial Operation Date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years from the Commercial Operation Date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

Non-Tariff Draft Forms

GENERATOR DOWNSIZING REQUEST

Provide three copies of this completed form pursuant to Sections 3 and 5, below, of this Generator Downsizing Request.

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

CAISO Controlled Grid Generation Queue No.: _____

Project Name: _____

Provide the current maximum net output (MW) for this Queue No.: _____

Provide the requested reduced maximum net output for this Queue No.: _____

The Interconnection Customer may also change the step-up transformer and parameters of the Interconnection Customer's Interconnection Facilities due to the reduced maximum net megawatt electrical output of its Generating Facility pursuant to this Generator Downsizing Request. Proposed modifications to the Generating Facility technology or inverter type are beyond the scope of the Generator Downsizing Request.

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 Interconnection Customer will provide to the CAISO the technical data called for in Attachment A to this Generator Downsizing Request. Three (3) copies are required.

4. Make the cashier's or bank check for the Generator Downsizing Deposit amount of \$60,000 payable to CAISO. Send the check to the CAISO (see section 5 for details) along with:

This Generator Downsizing Request for processing.

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

An executed Downsizing Generator Payment Obligation Agreement, as set forth in Appendix 11 to Appendix DD to the CAISO Tariff.

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

New Resource Interconnection
California ISO
P.O. Box 639014
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 Interconnection Customer:

By (signature): _____

Name (type or print): _____

Title: _____

Date: _____

ATTACHMENT A TO GENERATOR DOWNSIZING REQUEST

GENERATING FACILITY DATA

Provide three copies of this completed form pursuant to Section 3 of the Generator Downsizing Request.

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)

- 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: _____

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:

- 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)

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.

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

CERTIFICATION OF ELIGIBILITY FOR GENERATOR DOWNSIZING

The undersigned authorized representative of **[Interconnection Customer Name]** executes this Certification pursuant to Section 3.10 of Appendix DD to the CAISO Tariff for the purpose of demonstrating eligibility of **[Interconnection Customer Name]** to participate in generator downsizing.

I do certify and represent to the CAISO, after having conducted sufficient inquiry of facts and circumstances of the **[Interconnection Customer 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 **[Interconnection Customer Name]** is eligible for participation in the process outlined in Section 3.10 of Appendix DD:

- (1) **[Interconnection Customer Name]** has, or had, an Interconnection Request which is CAISO Queue Position No. [].

- (2) The **[Interconnection Customer Name]** meets all of the applicable requirements of good standing by the close of the applicable Generator Downsizing Request Window, as set forth in Section 3.10.3 of Appendix DD.

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

By: _____

Printed Name: _____

For Interconnection Customer/Interconnection Customer

[Insert name of the Interconnection Customer]

Title: _____