

August 3, 2023

The Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Re: California Independent System Operator Corporation  
Tariff Clarifications Amendment**

**Docket No. ER23-\_\_\_\_-000**

Dear Secretary Bose:

The California Independent System Operator Corporation (CAISO)<sup>1</sup> hereby submits tariff amendments to clarify several areas of the CAISO tariff, including resource adequacy plan validation, the approved project sponsor agreement, and scheduling coordinator agreement termination guidelines.<sup>2</sup> As part of its regular business practice to improve its tariff, the CAISO has identified the need to clarify certain provisions and correct inadvertent errors that have accrued over time. The tariff revisions proposed in this filing do not change established policies or materially affect the rights and obligations of the CAISO or its market participants. These revisions merely correct typographical errors, realign or remove erroneous cross-references, clarify the meaning of ambiguous tariff provisions, and ensure consistency throughout the tariff. The Commission accepted similar filings regarding different tariff clarifications in 2019,<sup>3</sup> 2020,<sup>4</sup> and 2022.<sup>5</sup>

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<sup>1</sup> Capitalized terms not otherwise defined herein have the meanings set forth in the Master Definitions Supplement, Appendix A to the currently effective CAISO tariff.

<sup>2</sup> The CAISO submits this filing under Section 205 of the Federal Power Act, 16 U.S.C. § 824d, Part 35 of the Commission's Regulations, 18 C.F.R. § 35, et seq., and rules 207 and 602 of the Commission's Rules of Practice and Procedure, 18 C.F.R. §§ 385.207 and 385.602.

<sup>3</sup> *California Independent System Operator Corp.*, 168 FERC ¶ 61,084 (2019)

<sup>4</sup> *California Independent System Operator Corp.*, Letter Order, Docket No. ER20-2374-000 (Sept. 4, 2020).

<sup>5</sup> *California Independent System Operator Corp.*, Letter Order, Docket No. ER23-609-000 (Feb 7, 2023).

The CAISO has discussed these proposed tariff changes with stakeholders.<sup>6</sup> Although the CAISO submits these clarifications in the same filing, each change is just and reasonable on its own, is not dependent on any other change, and is completely severable from the other tariff changes. The CAISO respectfully requests that the Commission accept all of these revisions effective November 1, 2023, 90 days from this filing.

## I. Proposed Tariff Modifications

Attachment A to this filing contains a matrix identifying each of the proposed tariff amendments. This attachment identifies each tariff section the CAISO proposes to change and a reason for the proposed change, many of which are self-explanatory. For example:

- In Section 6.5.12, the CAISO proposes to replace an erroneous section heading with a heading that more accurately reflects the tariff language in that section.
- In Section 9.3.10.6.1, the CAISO proposes to correct a tariff cross-reference that is incorrect due to a typographical error.
- In Appendix Q, Section 2.2.1, the CAISO proposes to expand data accessibility by allowing the posting of certain instructions regarding the eligible intermittent resource letter of intent on the CAISO website instead of solely in Business Practice Manuals.
- In Appendix X, Section 12.6, the CAISO proposes to correct a typographical error to match the form of a verb to the subject.

Some tariff revisions also clarify existing practice and policy. The CAISO provides further explanation of those revisions below:

### **Section 4.5.3.2.2**

Section 4.5 outlines the roles and responsibilities of scheduling coordinators, including submitting interchange schedules and applicable E-Tags, as described in Section 4.5.3.2.2. Currently, the tariff does not allow the CAISO to accept E-Tags for ten-minute recallable reserve transactions. However, in emergencies, the CAISO may require energy from another balancing authority (BA) that can only provide recallable energy that can be rescinded at any time. The current tariff language does not allow the CAISO to accept E-Tags for ten-minute recallable reserve transactions because the CAISO never foresaw a scenario where this would be necessary. Recently, however, the CAISO experienced a scenario where the ability to accept recallable E-Tags would

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<sup>6</sup> The CAISO's stakeholder process is discussed further in Section II of this transmittal letter.

have been beneficial so the CAISO could receive emergency assistance from another balancing authority area. The proposed language would allow the CAISO to accept recallable E-Tags only during emergencies when energy is transferred between another balancing authority area and the CAISO. This change better aligns with the definitions of the tagging product codes used by other balancing authority areas in such circumstances.

### **Section 31.2.1**

The CAISO proposes to remove unnecessary language regarding the calculation of the competitive component of each locational marginal price that may cause confusion. As part of its day-ahead market, the CAISO performs a local market power mitigation (LMPM) process that identifies whether bids are competitive and, if not, it mitigates those bids. As part of the bid mitigation process, the CAISO decomposes the locational marginal price into a competitive component and non-competitive congestion component. If the LMPM process identifies a positive value for the non-competitive congestion component, then this value reflects a non-competitive constraint and the CAISO mitigates the resource's bid. The current tariff language suggests there are two separate calculations to determine the value of the competitive congestion component and non-competitive congestion component when decomposing the locational marginal price. In practice, the LMPM process is a market optimization run in which the CAISO enforces all modeled transmission constraints. In that optimization run, if a transmission constraint in a local area does not have enough supply to meet demand, the LMPM will identify local resources providing supply that can effectively relieve that non-competitive congestion. The CAISO will then mitigate these resources' bids.<sup>7</sup>

The calculation of the non-competitive congestion component allows the CAISO to subtract that result from the locational marginal price to determine the remaining competitive component. The competitive congestion component is embedded in the competitive component of location marginal prices that includes the competitive congestion component, the energy component, and the loss component. Thus, the market does not calculate the competitive congestion component separately for the purposes of the LMPM. For this reason, the CAISO proposes to remove the competitive congestion component calculation language from the tariff. This change does not affect the CAISO's practices.

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<sup>7</sup> The nodes related to the constraint and resources with mitigated bids are subject to further calculations in the LMPM module as the market optimization software attempts to find least-cost solution. In the final iteration of the LMPM module, the CAISO may recalculate the non-competitive congestion in the LMPM process based on the effectiveness of nodes to resolve the constraint. If the shift factors or effectiveness for the nodes falls below the 2% threshold, the node will no longer have a contribution from the non-competitive constraint in its locational marginal price and the CAISO will no longer mitigate bids from resources at those nodes.

## **II. Stakeholder Process**

The CAISO initiated a process to obtain stakeholder input concerning the proposed tariff changes in this filing on June 20, 2023. The CAISO received written comments on the proposed changes and held one conference call with stakeholders to discuss stakeholder concerns.<sup>8</sup> The CAISO reposted the proposed tariff changes for final stakeholder review. The CAISO appreciates stakeholders' ongoing efforts to help clarify the CAISO's tariff.

## **III. Effective Date**

The CAISO respectfully requests an effective date of November 1, 2023, 90 days from this filing, for all tariff sections.

## **IV. Communications**

In accordance with Rule 203(b)(3) of the Commission's Rules of Practice and Procedures,<sup>9</sup> the CAISO requests that all communications regarding this filing should be addressed to the following individual, whose name should be put on the official service list established by the Commission with respect to this submittal:

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## **V. Service**

The CAISO has served copies of this transmittal letter, and all attachments, on the California Public Utilities Commission, the California Energy Commission, and parties with effective scheduling coordinator service agreements under the CAISO tariff. In addition, the CAISO is posting this transmittal letter and all attachments on the CAISO Website.

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<sup>8</sup> A record of the CAISO's stakeholder process and comments received is available at <http://www.caiso.com/informed/Pages/MeetingsEvents/MiscellaneousStakeholderMeetings/Default.aspx>.

<sup>9</sup> 18 C.F.R. § 385.203(b)(3).

## VI. Materials Provided In This Filing

The following documents, in addition to this transmittal letter, support this filing:

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|--------------|---|
| Attachment A | Matrix describing proposed tariff changes;                                  |
| Attachment B | Clean CAISO tariff sheets incorporating these requested tariff changes; and |
| Attachment C | Red-lined document showing the revisions proposed in this tariff amendment. |

## VII. Conclusion

In this filing, the CAISO proposes amendments to its tariff to clarify the meaning of existing tariff provisions, ensure consistency throughout the tariff and between the tariff and business practices, and to correct typographical and other inadvertent errors. The CAISO respectfully requests that the Commission accept these tariff amendments with an effective date of November 1, 2023. Please do not hesitate to contact the undersigned if you have any questions.

Respectfully submitted,

/s/ Sarah E. Kozal

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**Attachment A – Matrix of Changes**  
**Tariff Clarifications Filing – 2023**  
**California Independent System Operator Corporation**  
**August 3, 2023**

Section	Proposed Changes	Reason for Change
<p><b>Section 4.5.3.2.2</b></p>	<p>Submitting Interchange Schedules prepared in accordance with all NERC, WECC and CAISO requirements, including providing E-Tags for all applicable transactions pursuant to WECC practices. The CAISO shall not accept E-Tags for ten-minute recallable reserve transactions (i.e., transactions with a WECC energy product code of “C-RE”), <u>unless the E-Tag is associated with delivery of emergency assistance Energy between another Balancing Authority Area and the CAISO Balancing Authority Area</u>. The CAISO is not, and shall not be listed as, the “Purchasing Selling Entity” for purposes of E-Tags. Title to Energy shall pass directly from the entity that holds title when the Energy enters the CAISO Controlled Grid to the entity that removes the Energy from the CAISO Controlled Grid, in each case in accordance with the terms of this CAISO Tariff.</p>	<p>When CAISO Balancing Authority (BA) is requesting emergency assistance from another BA, if the source BA is only able to provide the emergency energy to CAISO (the sink BA) as recallable, then CAISO BA must be able to receive the tag product code C-RE. CAISO BA operators would need to manually review and decide whether they are willing to accept the C-RE assistance as it will increase CAISO BA’s reserve requirement. When the rule to not accept C-RE tag product code was added to the Tariff, CAISO BA could not foresee a scenario when this would be needed. As CAISO BA has now experienced this scenario, a change is needed to better align with the definitions of the tagging product codes being used by other BAs. In response to stakeholder comments, the CAISO has revised this text to reflect the provision is bidirectional.</p>
<p><b>Section 4.5.4.4(b)</b></p>	<p>A Scheduling Coordinator’s Scheduling Coordinator Agreement may be terminated by the Scheduling Coordinator on <u>sixtyninety (690)</u> days written notice to the CAISO, provided that such notice shall not be effective to terminate the Scheduling Coordinator Agreement until the Scheduling Coordinator has complied with all applicable requirements of Section 4.5.2.</p>	<p>The SCA termination notification timeline is not consistent with all other agreement types. SCA termination notification is 60 days, whereas all other agreement types are 90 days. This is especially problematic for convergence bidding entities, as the CBEA requires 90 days and SCA requires 60 business days’ notice.</p>
<p><b>Section 6.5.2.3.1.2</b></p>	<p><b>6.5.2.3.1 Demand Forecasts</b>  <b>6.5.2.3.1.1</b> Beginning seven (7) days prior to the target Day-Ahead Market, and updated as necessary, the CAISO will publish the CAISO Forecast of CAISO Demand.</p>	<p>7 DA forecast is not utilized in the DA market optimization and is provided to market participants for informational purposes. The CAISO has introduced additional controls</p>

	<p><b>6.5.2.3.1.2</b> By 6:00 p.m. the day prior to the target Day-Ahead Market, the CAISO will publish the updated CAISO Forecast of CAISO Demand. <u>To the extent that the CAISO does not provide this data on any given Operating Day, the CAISO will endeavor to provide this data within the next thirty (30) days, after which the data will not be provided.</u></p>	<p>including alarms on the 7 DA forecast and anticipates this happening infrequently. Nevertheless, the CAISO will endeavor to provide the data within the next 30 days. The CAISO provides this data for market participants that may use it for their own tracking or metrics after-the-fact. A similar approach has been used for 6.5.10.1.1, 6.5.10.1.2, 6.5.10.1.3, 6.5.10.1.5, 6.5.11, and 6.5.12.</p>
<p><b>Section 6.5.12, Title</b></p>	<p><b>6.5.12 Wind and Solar Forecast and Output Aggregated Outage Data for Existing Zone Trading Hubs</b></p>	<p>In response to stakeholder feedback, the CAISO proposes to change the heading of Section 6.5.12 so it better aligns with the topics addressed in the section body.</p>
<p><b>Section 9.3.10.6.1, Second Paragraph, Second Sentence</b></p>	<p>DMM is to make a non-public referral to FERC in all instances where DMM has reason to believe that the reporting of the Forced Outage or Constraint constitutes a Market Violation other than those Market Violations identified in Section 11.1.43 of Appendix P.</p>	<p>Correcting the cross reference to the accurate section.</p>
<p><b>Section 10.1.2, First Sentence</b></p>	<p>The CAISO will maintain <del>the effective a record of all</del> Revenue Quality Meter Data and Settlement Quality Meter Data provided to it, as well as the <u>effective</u> Settlement Quality Meter Data it produces, for a period of 18 months on site at the CAISO's facilities and for a period which, at least, allows for the re-run of data as required by this CAISO Tariff and any adjustment rules of the Local Regulatory Authority governing the Scheduling Coordinators and their End-Use Customers and FERC.</p>	<p>Submitting meter data is an iterative process under Section 10.3.6 of the CAISO tariff. These edits clarify that the CAISO does not retain every record of every meter data submission for 18 months. Principally, for example, when scheduling coordinators correct previous meter data submissions, that meter data supplants the previous meter data.</p>
<p><b>Section 11.2.4.1, First and Second Sentences</b></p>	<p>For each Settlement Period of the IFM, the CAISO will calculate the IFM Congestion Charge as the IFM MCC amount for all scheduled Demand and Virtual <u>Demand Supply</u> Awards, minus the IFM MCC amount for all scheduled Supply and Virtual Supply Awards. The IFM MCC amount for all scheduled Demand and Virtual Demand Awards is the</p>	<p>Corrects erroneous use of "supply" where "demand" is the correct term, recognizing that IFM Congestion Charge is generally calculated as demand minus supply.</p>



	<p>sum of the products of the IFM MCC and the total of the MWh of Demand scheduled in the Day-Ahead Schedule and Virtual <del>Demand Supply</del> Awards at all the applicable PNodes and Aggregated Pricing Nodes for the Settlement Period. The IFM MCC amount for all scheduled Supply and Virtual Supply Awards is the sum of the products of the IFM MCC and the total of the MWh of Supply scheduled in the Day-Ahead Schedule and the Virtual Supply Awards at all the applicable PNodes for the Settlement Period.</p>	
<p><b>Section 27.9, First Paragraph, Third Sentence</b></p>	<p>The CAISO will observe MWh constraints in Real-Time Dispatch, including constraints of resources using Regulation<del>ionery</del> Energy Management.</p>	<p>Correcting typographical error. Regulation Energy Management is the correct defined term.</p>
<p><b>Section 31.2.1, Third Sentence</b></p>	<p>The MPM process enforces all Transmission Constraints that are expected to be enforced in the relevant market and produces dispatch levels for all resources with submitted Bids and LMPs for all Locations. Bid mitigation is determined by decomposing the Congestion component of each LMP determined in the MPM process into competitive Congestion and non-competitive Congestion components. The <del>competitive Congestion component of each LMP is calculated as the sum of the product of the shift factor and the Shadow Price for all competitive Transmission Constraints and the</del> non-competitive Congestion component of each LMP is calculated as the sum of the product of the shift factor and the Shadow Price for all non-competitive Transmission Constraints. The Reference Bus used in the MPM process will be either: (1) the Midway 500kV bus if Path 26 flow is from north to south; or (2) the Vincent 500kV bus if Path 26 flow is from south to north. The treatment of a particular Transmission Constraint as competitive or non-competitive for purposes of the MPM process is determined pursuant to Section 39.7.2.</p>	<p>The CAISO is eliminating unnecessary language. The CAISO calculates a non-competitive Congestion component of locational marginal prices for use in its market power mitigation process. The remaining portion of the Congestion component of a locational marginal price is considered competitive.</p>



<p><b>Section 34.20.2, Headers</b></p>	<p><b>34.20.2 Determining Real-Time LMPs</b></p> <p><b>34.20.2.1 Dispatch Interval Real-Time LMPs</b></p> <p><b>34.20.2.1.12 Computation</b>          For each Dispatch Interval, the CAISO will compute updated imbalance energy needs and will Dispatch Generating Units, System Units, Dynamic System Resources, Participating Load, Reliability Demand Response Resources, and Proxy Demand Resources according to the CAISO's SCED during that time period to meet imbalance energy requirements. The RTM transactions will be settled at the Dispatch Interval LMPs in accordance with Section 11.5.</p> <p><b>34.20.2.1.23 Eligibility to Set the Real-Time LMP</b></p>	<p>Correcting sub-section numbering</p>
<p><b>Section 40.4.7.3(b), Second sentence</b></p>	<p>To the extent the Resource Adequacy Capacity of a Resource Adequacy Resource included in a Supply Plan is greater than the Resource Adequacy Capacity designated for the resource in the Resource Adequacy Plan, <del>or includes Resource Adequacy Capacity that is scheduled to take an Approved Maintenance Outage during the month</del>, the CAISO will notify the Scheduling Coordinator for the Resource Adequacy Resource and the respective Scheduling Coordinators for each Load Serving Entity and CPE that has included the Resource Adequacy Resource in its Resource Adequacy Plan that there is a discrepancy, which will be treated as a mismatch under Section 40.7.</p>	<p>The Approved Maintenance Outage has a separate process (RASC). It's not necessary to have it in this section or a part of this process.</p>
<p><b>Section 40.4.7.3(b), Third sentence</b></p>	<p>To the extent the Resource Adequacy Capacity of a Resource Adequacy Resource included in a Supply Plan is less than the Resource Adequacy Capacity designated for the resource in the Resource Adequacy Plan, <del>or includes Resource Adequacy Capacity that is scheduled for an Approved Maintenance Outage during the month</del>, the CAISO will notify the Local Regulatory Authority, the Scheduling Coordinator for the Resource Adequacy Resource, and the</p>	<p>The Approved Maintenance Outage has a separate process (RASC). It's not necessary to have it in this section or a part of this process.</p>

	respective Scheduling Coordinators for each Load Serving Entity that has included the Resource Adequacy Resource in its Resource Adequacy Plan that there is a discrepancy, which will be treated as a mismatch under Section 40.7.	
<b>Section 40.4.7.3, second to last sentence</b>	Disputes regarding the CAISO's determination of Net Qualifying Capacity shall be subject to Section 40. <del>45</del> .2.	Updating cross reference to accurate tariff section.
<b>Section 40.4.7.3, last sentence</b>	The provisions of this Section shall not affect a Resource Adequacy Resource's Net Qualifying Capacity posted by the CAISO under Section 40. <del>45</del> .2.	Updating cross reference to accurate tariff section.
<b>Appendix Q, Section 2.2.1, Second to Last Sentence</b>	If an Eligible Intermittent Resource intends to become a Participating Intermittent Resource, it must also execute a letter of intent, which when executed and delivered to the CAISO shall initiate the process of certifying the Participating Intermittent Resource. The form of the letter of intent shall be specified by the CAISO in a Business Practice Manual <u>or on the CAISO website</u> .	Provide flexibility on how the form of the letter is provided to market participants.
<b>Appendix Q, Section 4, last sentence</b>	<p><b>4 FORECASTING</b></p> <p>The CAISO is responsible for overseeing the development of tools or services to forecast Energy for Participating Intermittent Resources. The CAISO will use its best efforts to develop accurate and unbiased forecasts, as limited by the availability of relevant explanatory data. Objective criteria and thresholds for unbiased, accurate forecasts shall be used to certify Participating Intermittent Resources <del>in accordance with Section 2.2.4 of this EIRP</del>.</p>	Correcting Circular reference between Section 2.2.4 and Section 4 within App Q
<b>Appendix S, Section 4.5 (entire section)</b>	<p><b>4.5. Confidentiality</b></p> <p><u>4.5.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to another Party that is clearly marked or otherwise designated "Confidential." For purposes of this SGIP, all design, operating specifications, and metering data provided by the Interconnection Customer shall</u></p>	Administrative error - tariff language wasn't formally filed with FERC as a tariff language during the fifth replacement filing, converting the CAISO tariff to the e-tariff format (ER10-1563)



	<p><u>be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.</u></p> <p><u>4.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Parties and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this SGIP. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this SGIP, or to fulfill legal or regulatory requirements.</u></p> <p><u>4.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Parties as it employs to protect its own Confidential Information.</u></p> <p><u>4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.</u></p> <p><u>4.5.3 Notwithstanding anything in this section to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this SGIP, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the</u></p>	
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	<p><u>Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties prior to the release of the Confidential Information to FERC. The Party shall notify the other Parties when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.</u></p>	
<p><b>Appendix X, Section 2.3.1</b></p>	<p><b>2.3.1</b> Except for the obligations set forth in Sections 5.6, 5.10, 10.1.1, 10.3, and <del>Article 15.3</del>, this Agreement shall terminate when the Project has been turned over to CAISO Operational Control.</p>	<p>Correcting the cross reference to the accurate section.</p>
<p><b>Appendix X, Section 4.2, Fourth Sentence</b></p>	<p>This separate agreement with each Interconnecting PTO or other entity must provide, at a minimum, for the Interconnecting PTO or other entity to take any procedural steps required in this Agreement with respect to the transmission interconnection, including Sections 5.3.4, 5.4.2, 5.4.3, 5.5.<del>4</del>3, 5.6.2, 6.1, 8.1, and 9.2, and must identify the Transmission Interconnection Facilities that an Interconnecting PTO is responsible for, and must pay for in accordance with Section 24.14.2 of the CAISO Tariff.</p>	<p>Correcting the cross reference to the accurate section.</p>
<p><b>Appendix X, Section 12.6, First Sentence</b></p>	<p><b>12.6 Notice of Regulatory Filings.</b> The Approved Project Sponsor will provide to the CAISO, Participating TOs (as listed on Appendix F to the Transmission Control Agreement), and other Approved Project Sponsors, a copy of all initial filings it submits in a FERC docket that affects the rates (including Transmission Revenue Requirement), terms, or conditions of service for the Project.</p>	<p>Correcting typographical error.</p>

<b>Appendix X, Section 21.3.2</b>	<b>21.3.2</b> Notwithstanding anything to the contrary in this Agreement, the Approved Project Sponsor’s rights to audit the CAISO’s accounts and records shall be as set forth in Section <del>21</del> .1 of the CAISO Tariff.	Correcting the cross reference to the accurate section.
<b>Appendix X, Section 21.4</b>	<b>21.4</b> Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of Project constructed by the Approved Project Sponsor shall be subject to audit and verification by the CAISO for a period of twenty-four months following the issuance of a final cost summary in accordance with Section 5. <del>2.7.6.1</del> .	Correcting the cross reference to the accurate section.
<b>Appendix DD, Section 8.9.2, Sixth Paragraph, First sentence</b>	Interconnection Customers may seek <u>or retain</u> a TP Deliverability allocation <del>under Groups A or B</del> if they meet all tariff criteria except the counterparty criterion (2); however, within thirty (30) days of receiving a TP Deliverability allocation, they must demonstrate they meet the counterparty criterion or provide a deposit of \$10,000 per MW of allocated TP Deliverability, but in no case less than \$500,000.	Clarifies that provision in this paragraph applies to retention as well, consistent with language right above, and that this provision is also applicable to interconnection customers allocated deliverability under other groups.

**Attachment B – Clean Tariff**  
**Tariff Clarifications Filing – 2023**  
**California Independent System Operator Corporation**  
**August 3, 2023**

## **Section 4**

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**4.5.3.2.2** Submitting Interchange Schedules prepared in accordance with all NERC, WECC and CAISO requirements, including providing E-Tags for all applicable transactions pursuant to WECC practices. The CAISO shall not accept E-Tags for ten-minute recallable reserve transactions (i.e., transactions with a WECC energy product code of “C-RE”), unless the E-Tag is associated with delivery of emergency assistance Energy between another Balancing Authority Area and the CAISO Balancing Authority Area. The CAISO is not, and shall not be listed as, the “Purchasing Selling Entity” for purposes of E-Tags. Title to Energy shall pass directly from the entity that holds title when the Energy enters the CAISO Controlled Grid to the entity that removes the Energy from the CAISO Controlled Grid, in each case in accordance with the terms of this CAISO Tariff.

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### **4.5.4.4 Termination of Scheduling Coordinator Agreement and Suspension of Certification**

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- (b) A Scheduling Coordinator’s Scheduling Coordinator Agreement may be terminated by the Scheduling Coordinator on ninety (90) days written notice to the CAISO, provided that such notice shall not be effective to terminate the Scheduling Coordinator Agreement until the Scheduling Coordinator has complied with all applicable requirements of Section 4.5.2.

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## **Section 6**



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**6.5.2.3.1.2** By 6:00 p.m. the day prior to the target Day-Ahead Market, the CAISO will publish the updated CAISO Forecast of CAISO Demand. To the extent that the CAISO does not provide this data on any given Operating Day, the CAISO will endeavor to provide this data within the next thirty (30) days, after which the data will not be provided.

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### **6.5.12 Aggregated Outage Data for Existing Zone Trading Hubs**

On the day prior to the applicable Day-Ahead Market, the CAISO will post an aggregated Day-Ahead forecast of the expected hourly output of Eligible Intermittent Resources. Approximately 90 minutes before the applicable Trading Hour, the CAISO will post an hourly aggregate forecast of the expected output of Eligible Intermittent Resources. Each day, the CAISO will post for the prior Trading Day by the Trading Hour the actual aggregated hourly output of the Eligible Intermittent Resources. The forecast and actual output will be provided at an hourly aggregated level by the Existing Zone Trading Hubs. To the extent that the CAISO fails to provide this report on any given Operating Day, the CAISO will endeavor to provide this report for any given Trading Day within the next thirty (30) days, after which the information will not be provided.

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## **Section 9**

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### **9.3.10.6.1 Outage Reporting By NRS-RA Resources**

The Scheduling Coordinator for a Non-Resource-Specific System Resource that provides Resource Adequacy Capacity shall report to the CAISO through the outage management system any Forced Outage of a Generating Unit or Forced Outage or Constraint of transmission facilities external to the CAISO Balancing Authority Area that directly results in the inability of the resource to deliver all or a portion of the Resource Adequacy Capacity identified in the resource's Supply Plan to the CAISO Balancing Authority Area. The Scheduling Coordinator for a Non-Resource-Specific System Resource that provides Resource Adequacy Capacity is required to provide to the CAISO notice of the Forced Outage or Constraint within sixty (60) minutes after becoming aware of the circumstance. The Scheduling Coordinator for a Non-Resource-Specific System Resource that provides Resource Adequacy Capacity shall promptly provide information requested by the CAISO to enable the CAISO to review the Forced Outage or Constraint and its impact on the ability of the resource to deliver Resource Adequacy Capacity to the CAISO Balancing Authority Area.

DMM shall identify and notify FERC's Office of Enforcement staff of instances in which the reporting of the Forced Outage or Constraint may require investigation. DMM is to make a non-public referral to FERC in all instances where DMM has reason to believe that the reporting of the Forced Outage or Constraint constitutes a Market Violation other than those Market Violations identified in Section 11.1.3 of Appendix P. While DMM need not be able to prove that a Market Violation has occurred, DMM is to provide sufficient credible information to warrant further investigation by FERC. Once DMM has obtained sufficient credible information to warrant referral to the Commission, DMM is to immediately refer the matter to FERC and desist from independent action related to the alleged Market Violation. This does not preclude DMM from continuing to monitor for any repeated instances of the activity by the same or other entities, which would constitute new Market Violations. DMM is to respond to requests from FERC for any additional information in connection with the alleged Market Violation it has referred.

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## **Section 10**

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### **10.1.2 Meter Data Retention by the CAISO**

The CAISO will maintain the effective Revenue Quality Meter Data and Settlement Quality Meter Data provided to it, as well as the effective Settlement Quality Meter Data it produces, for a period of 18 months on site at the CAISO's facilities and for a period which, at least, allows for the re-run of data as required by this CAISO Tariff and any adjustment rules of the Local Regulatory Authority governing the Scheduling Coordinators and their End-Use Customers and FERC. The CAISO will, on reasonable notice, provide a Scheduling Coordinator with access to Settlement Quality Meter Data (actual or Scheduling Coordinator estimated) provided that the Scheduling Coordinator requesting access represented the entity for which that data was provided at the time the data was provided to the CAISO.

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## **Section 11**

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### **11.2.4.1 Calculation of the IFM Congestion Charge**

For each Settlement Period of the IFM, the CAISO will calculate the IFM Congestion Charge as the IFM MCC amount for all scheduled Demand and Virtual Demand Awards, minus the IFM MCC amount for all scheduled Supply and Virtual Supply Awards. The IFM MCC amount for all scheduled Demand and Virtual Demand Awards is the sum of the products of the IFM MCC and the total of the MWh of Demand scheduled in the Day-Ahead Schedule and Virtual Demand Awards at all the applicable PNodes and Aggregated Pricing Nodes for the Settlement Period. The IFM MCC amount for all scheduled Supply and Virtual Supply Awards is the sum of the products of the IFM MCC and the total of the MWh of Supply scheduled in the Day-Ahead Schedule and the Virtual Supply Awards at all the applicable PNodes for the Settlement Period.

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## Section 27

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### **27.9 Non-Generator Resources and Pumped-Storage Hydro Units Constraints**

Scheduling Coordinators may elect to provide the CAISO with Non-Generator Resources' and Pumped-Storage Hydro Units' MWh constraints. In such cases, the CAISO will observe MWh constraints in the IFM, RUC, Real-Time Unit Commitment, and FMM as part of the co-optimization except for Non-Generator Resources using Regulation Energy Management. The CAISO will observe MWh constraints in Real-Time Dispatch, including constraints of resources using Regulation Energy Management.

Consistent with Section 4.6.11 and in addition to Master File parameters available to Generating Units, Scheduling Coordinators for Non-Generator Resources with physical operating constraints may include in the Master File:

- (a) continuous energy limits: minimum and maximum states of charge in MWh values; and
- (b) generation capacity limits: minimum and maximum charge and discharge limits in MW.

Consistent with Section 4.6.11 and in addition to Master File parameters available to Generating Units, Scheduling Coordinators for Pumped-Storage Hydro Units with physical operating constraints may include in the Master File:

- (a) generation capacity limits: minimum and maximum pumping and generating limits in MW;
- (b) pump minimum up time: minutes a pump must continue pumping;
- (c) pump minimum down time: minutes a pump cannot return to pumping after shutting down;
- (d) minimum on time: minutes Generating Unit must stay on before shut down or switch to pumping mode;
- (e) gen-to-pump minimum down time: minutes after being de-committed from generation mode before able to be dispatched in pumping mode; and

- (f) pump-to-gen minimum down time: minutes after being de-committed from pumping mode before able to be dispatched in generation mode.

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### **Section 31**

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#### **31.2.1 The Market Power Mitigation Process**

The MPM process enforces all Transmission Constraints that are expected to be enforced in the relevant market and produces dispatch levels for all resources with submitted Bids and LMPs for all Locations. Bid mitigation is determined by decomposing the Congestion component of each LMP determined in the MPM process into competitive Congestion and non-competitive Congestion components. The non-competitive Congestion component of each LMP is calculated as the sum of the product of the shift factor and the Shadow Price for all non-competitive Transmission Constraints. The Reference Bus used in the MPM process will be either: (1) the Midway 500kV bus if Path 26 flow is from north to south; or (2) the Vincent 500kV bus if Path 26 flow is from south to north. The treatment of a particular Transmission Constraint as competitive or non-competitive for purposes of the MPM process is determined pursuant to Section 39.7.2.

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### **Section 34**

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#### **34.20.2 Determining Real-Time LMPs**

##### **34.20.2.1 Dispatch Interval Real-Time LMPs**

#### **34.20.2.1.1 Computation**

For each Dispatch Interval, the CAISO will compute updated imbalance energy needs and will Dispatch Generating Units, System Units, Dynamic System Resources, Participating Load, Reliability Demand Response Resources, and Proxy Demand Resources according to the CAISO's SCED during that time period to meet imbalance energy requirements. The RTM transactions will be settled at the Dispatch Interval LMPs in accordance with Section 11.5.

#### **34.30.2.1.2 Eligibility to Set the Real-Time LMP**

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### **Section 40**

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#### **40.4.7.3 Validation of Supply Plans**

The CAISO shall be entitled to take reasonable measures to validate the accuracy of the information submitted in Supply Plans under this Section. Supply Plan validation measures may include the following:

- (a) The CAISO may compare a Resource Adequacy Resource's Resource Adequacy Capacity against the Resource Adequacy Resource's Net Qualifying Capacity, if applicable. To the extent the Resource Adequacy Capacity of a Resource Adequacy Resource included in a Supply Plan is greater than the Resource Adequacy Resource's Net Qualifying Capacity, the CAISO will notify the respective Scheduling Coordinators for the Resource Adequacy Resource and each Load Serving Entity or CPE that has included the Resource Adequacy Resource in its Resource Adequacy Plan that the Resource Adequacy Capacity from the Resource Adequacy Resource shall be reduced to the Resource Adequacy Resource's Net Qualifying Capacity and that it will be considered a

mismatch under Section 40.7. If the CAISO is not advised as to how the reduction in Resource Adequacy Capacity to conform with the Resource Adequacy Resource's Net Qualifying Capacity shall be allocated among each Load Serving Entity and CPE that included the Resource Adequacy Resource on its Resource Adequacy Plan, the CAISO will apply a pro rata reduction based on the Supply Plan.

- (b) The CAISO may verify whether the Resource Adequacy Capacity listed in the monthly Supply Plan is scheduled to take an Approved Maintenance Outage during the month. To the extent the Resource Adequacy Capacity of a Resource Adequacy Resource included in a Supply Plan is greater than the Resource Adequacy Capacity designated for the resource in the Resource Adequacy Plan, the CAISO will notify the Scheduling Coordinator for the Resource Adequacy Resource and the respective Scheduling Coordinators for each Load Serving Entity and CPE that has included the Resource Adequacy Resource in its Resource Adequacy Plan that there is a discrepancy, which will be treated as a mismatch under Section 40.7. To the extent the Resource Adequacy Capacity of a Resource Adequacy Resource included in a Supply Plan is less than the Resource Adequacy Capacity designated for the resource in the Resource Adequacy Plan, the CAISO will notify the Local Regulatory Authority, the Scheduling Coordinator for the Resource Adequacy Resource, and the respective Scheduling Coordinators for each Load Serving Entity or CPE that has included the Resource Adequacy Resource in its Resource Adequacy Plan that there is a discrepancy, which will be treated as a mismatch under Section 40.7.
- (c) Other errors or inaccuracies identified by the CAISO in a Supply Plan shall be treated as a mismatch under Section 40.7.

Disputes regarding the CAISO's determination of Net Qualifying Capacity shall be subject to Section 40.4.2. The provisions of this Section shall not affect a Resource Adequacy Resource's Net Qualifying Capacity posted by the CAISO under Section 40.4.2.

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## **Appendix Q**

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### **2.2.1 Agreements**

The following agreements must be executed by the owner or operator of any Eligible Intermittent Resource, unless that resource is not subject to any of these agreements pursuant to the CAISO Tariff, such as an Eligible Intermittent Resource of an MSS Operator:

- (a) A Participating Generator Agreement, Net Scheduled PGA, Dynamic Scheduling Agreement for Scheduling Coordinators, or Pseudo-Tie Participating Generator Agreement that, among other things, binds the Eligible Intermittent Resource to comply with the CAISO Tariff; and
- (b) A Meter Service Agreement for CAISO Metered Entities, for all Eligible Intermittent Resources other than Dynamic System Resources.

If an Eligible Intermittent Resource intends to become a Participating Intermittent Resource, it must also execute a letter of intent, which when executed and delivered to the CAISO shall initiate the process of certifying the Participating Intermittent Resource. The form of the letter of intent shall be specified by the CAISO in a Business Practice Manual or on the CAISO website.

Hybrid Resources with a variable component must execute all agreements that are otherwise required in this CAISO tariff.

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## **4 FORECASTING**

The CAISO is responsible for overseeing the development of tools or services to forecast Energy for Participating Intermittent Resources. The CAISO will use its best efforts to develop accurate and unbiased forecasts, as limited by the availability of relevant explanatory data. Objective criteria and thresholds for unbiased, accurate forecasts shall be used to certify Participating Intermittent Resources.

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## Appendix S

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### **4.5. Confidentiality**

- 4.5.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to another Party that is clearly marked or otherwise designated "Confidential." For purposes of this SGIP, all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 4.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Parties and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this SGIP. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this SGIP, or to fulfill legal or regulatory requirements.
- 4.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Parties as it employs to protect its own Confidential Information.
- 4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 4.5.3 Notwithstanding anything in this section to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this SGIP, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties prior to the release of the Confidential Information to FERC. The Party shall notify the other Parties when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

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## Appendix X

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**2.3 Agreement Termination.**

**2.3.1** Except for the obligations set forth in Sections 5.6, 5.10, 10.1.1, 10.3, and Article 15, this Agreement shall terminate when the Project has been turned over to CAISO Operational Control.

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**4.2 Transmission Interconnection Service.** Transmission Interconnection Service allows the Approved Project Sponsor to connect the Project to the facilities of an Interconnecting PTO or a transmission system that is not part of the CAISO Controlled Grid. Unless the Project connects solely to the facilities of the Approved Project Sponsor, the Approved Project Sponsor shall request Transmission Interconnection Service from the Interconnecting PTO or other entity according to the milestones set forth in Appendix B and shall comply with the Interconnecting PTO's or other entity's applicable transmission interconnection procedures. The Approved Project Sponsor must obtain a separate agreement for Transmission Interconnection Service from the Interconnecting PTO or any other entity to whose facilities the Project will interconnect. This separate agreement with each Interconnecting PTO or other entity must provide, at a minimum, for the Interconnecting PTO or other entity to take any procedural steps required in this Agreement with respect to the transmission interconnection, including Sections 5.3.4, 5.4.2, 5.4.3, 5.5.3, 5.6.2, 6.1, 8.1, and 9.2, and must identify the Transmission Interconnection Facilities that an Interconnecting PTO is responsible for, and must pay for in accordance with Section 24.14.2 of the CAISO Tariff. The CAISO may facilitate the coordination between the Approved Project Sponsor and the Interconnecting PTO contemplated by this Agreement.

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**12.6 Notice of Regulatory Filings.** The Approved Project Sponsor will provide to the CAISO, Participating TOs (as listed on Appendix F to the Transmission Control Agreement), and other Approved Project Sponsors, a copy of all initial filings it submits in a FERC docket that affects the rates (including Transmission Revenue Requirement), terms, or conditions of service for the Project. The Approved Project Sponsor will provide such copy either via email or first-class U.S. mail on the same day it makes the filing with FERC; provided that if the copy is sent via U.S. mail, the requirement will be satisfied if the Approved Project Sponsor places the copy in the mail on the date of filing. The CAISO will post the contact information for Approved Project Sponsors on the CAISO website.

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**21.3 Audit Rights.** Subject to the requirements of confidentiality under Article 19 of this Agreement, the CAISO audit rights shall include the CAISO's right to audit the Approved Project Sponsor's costs pertaining to performance or satisfaction of obligations under this Agreement.

**21.3.1** The CAISO shall have the right, during normal business hours, and upon prior reasonable notice to the Approved Project Sponsor, to audit at its own expense the accounts and records pertaining to satisfaction of obligations under this Agreement. Subject to Section 21.3.2, any audit authorized by this Section 21.3 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to performance and satisfaction of obligations under this Agreement. The Approved Project Sponsor shall keep such accounts and records for a period equivalent to the audit rights periods described in Section 21.4.

**21.3.2** Notwithstanding anything to the contrary in this Agreement, the Approved Project Sponsor's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff.

**21.4 Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Project constructed by the Approved Project Sponsor shall be subject to audit and verification by the CAISO for a period of twenty-four months following the issuance of a final cost summary in accordance with Section 5.6.1.

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#### **Appendix DD**

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#### **8.9.2 Second Component: Allocating TP Deliverability**

Following the process set forth in Section 8.9.1, the CAISO will allocate any remaining TP Deliverability in the following order.

The CAISO shall allocate available TP Deliverability to all or a portion of the full MW capacity of the Generating Facility as specified in the Interconnection Request. Where a criterion is met by a portion of the full MW generating capacity of the Generating Facility, the eligibility score associated with that criterion shall apply to the portion that meets the criterion. The demonstration must relate to the same proposed Generating Facility as described in the Interconnection Request.

- (A) To Interconnection Customers that have executed power purchase agreements, and to Interconnection Customers in the current Queue Cluster that are Load Serving Entities serving their own Load.
- (B) To Interconnection Customers that are actively negotiating a power purchase agreement or on an active short list to receive a power purchase agreement.
- (C) To Interconnection Customers that have achieved Commercial Operation for the capacity seeking TP Deliverability.

(D) To Interconnection Customers electing to be subject to Section 8.9.2.3.

Energy Only capacity seeking TP Deliverability may not trigger the construction of Delivery Network Upgrades pursuant to Section 6.3.2. This includes, without limitation, capacity expansions effected through modification requests and capacity converted to Energy Only after failing to receive or retain a TP Deliverability allocation. The CAISO will allocate TP Deliverability to Energy Only Interconnection Customers requesting Deliverability after FCDS and PCDS Interconnection Customers within its allocation group and solely based on TP Deliverability available from existing transmission facilities, from already planned upgrades in the CAISO Transmission Planning Process, or upgrades assigned to an interconnection project that has an executed GIA and currently has a TP Deliverability allocation.

Interconnection Customers requesting Deliverability for Energy Only capacity must submit to the CAISO a \$60,000 study deposit for each Interconnection Request seeking TP Deliverability. The CAISO will deposit these funds in an interest-bearing account at a bank or financial institution designated by the CAISO. The funds 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 TP Deliverability studies for the Energy Only Interconnection Customers. Any and all costs of the Energy Only TP Deliverability study will be borne by the Interconnection Customer. The CAISO will coordinate the study with the Participating TO(s). The Participating TO(s) will invoice the CAISO for any work within seventy-five (75) calendar days of completion of the study, and, within thirty (30) days thereafter, the CAISO will 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 study. If the actual costs of the study are greater than the deposit provided by the Interconnection Customer, the Interconnection Customer will pay the balance within thirty (30) days of being invoiced.

Beginning with new awards in the 2023-2024 TP Deliverability allocation cycle, for an Interconnection Customer seeking to receive or retain TP Deliverability to represent that it has, is negotiating, or is shortlisted for a power purchase agreement under this GIDAP, the agreement must meet the following criteria:

- (1) the agreement has a term of no less than five (5) years. Interconnection Customers with multiple, short-term agreements for the same capacity may meet this criterion where the combined terms are five (5) years or more; and
- (2) the counterparty must:
  - (a) be a Load Serving Entity procuring the capacity to meet its own Resource Adequacy obligation; or
  - (b) demonstrate it has a contract to provide the capacity for at least one (1) year to a Load Serving Entity for a Resource Adequacy obligation.

Interconnection Customers may seek or retain a TP Deliverability allocation if they meet all tariff criteria except the counterparty criterion (2); however, within thirty (30) days of receiving a TP Deliverability allocation, they must demonstrate they meet the counterparty criterion or provide a deposit of \$10,000 per MW of allocated TP

Deliverability, but in no case less than \$500,000. The CAISO will deposit these funds in an interest-bearing account at a bank or financial institution designated by the CAISO. The CAISO will refund the deposit when the Generating Facility begins Commercial Operation or meets the counterparty criterion, whichever is earlier. To the extent the Interconnection Customer withdraws, is deemed withdrawn, converts to Energy Only, or otherwise downsizes or eliminates the capacity allocated TP Deliverability, the deposit or commensurate portion thereof will be non-refundable, and the CAISO will process it and any accrued interest pursuant to Section 7.6.

Interconnection Customers that received and retained TP Deliverability allocations before the 2023-2024 cycle are not subject to the minimum term or counterparty requirements for those allocations, including under Section 6.7.4 and this Section 8.9. If they re-seek TP Deliverability for any reason during or after the 2023-2024 cycle, they would be subject to these requirements in seeking a new allocation or retaining a new allocation.

For all TP Deliverability allocations based upon having, negotiating, or being shortlisted for power purchase agreements, the CAISO will allocate TP Deliverability up to the amount of deliverable MW capacity procured by the power purchase agreement. All Load Serving Entities building Generating Facilities to serve their own Load must be doing so to fulfill a regulatory requirement that warrants Deliverability. Load Serving Entities acting as Interconnection Customers are otherwise eligible for all other attestations.

Notwithstanding any other provision, all refunds pursuant to this Appendix DD will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.

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**Attachment C – Marked Tariff**

**Tariff Clarifications Filing – 2023**

**California Independent System Operator Corporation**

**August 3, 2023**

## **Section 4**

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**4.5.3.2.2** Submitting Interchange Schedules prepared in accordance with all NERC, WECC and CAISO requirements, including providing E-Tags for all applicable transactions pursuant to WECC practices. The CAISO shall not accept E-Tags for ten-minute recallable reserve transactions (i.e., transactions with a WECC energy product code of "C-RE"), unless the E-Tag is associated with delivery of emergency assistance Energy between another Balancing Authority Area and the CAISO Balancing Authority Area. The CAISO is not, and shall not be listed as, the "Purchasing Selling Entity" for purposes of E-Tags. Title to Energy shall pass directly from the entity that holds title when the Energy enters the CAISO Controlled Grid to the entity that removes the Energy from the CAISO Controlled Grid, in each case in accordance with the terms of this CAISO Tariff.

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### **4.5.4.4 Termination of Scheduling Coordinator Agreement and Suspension of Certification**

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- (b) A Scheduling Coordinator's Scheduling Coordinator Agreement may be terminated by the Scheduling Coordinator on ninetysixty (960) days written notice to the CAISO, provided that such notice shall not be effective to terminate the Scheduling Coordinator Agreement until the Scheduling Coordinator has complied with all applicable requirements of Section 4.5.2.

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## **Section 6**

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**6.5.2.3.1.2** By 6:00 p.m. the day prior to the target Day-Ahead Market, the CAISO will publish the updated CAISO Forecast of CAISO Demand. To the extent that the CAISO does not provide this data on any given Operating Day, the CAISO will endeavor to provide this data within the next thirty (30) days, after which the data will not be provided.

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**6.5.12 ~~Wind and Solar Forecast and Output~~Aggregated Outage Data for Existing Zone Trading Hubs**

On the day prior to the applicable Day-Ahead Market, the CAISO will post an aggregated Day-Ahead forecast of the expected hourly output of Eligible Intermittent Resources. Approximately 90 minutes before the applicable Trading Hour, the CAISO will post an hourly aggregate forecast of the expected output of Eligible Intermittent Resources. Each day, the CAISO will post for the prior Trading Day by the Trading Hour the actual aggregated hourly output of the Eligible Intermittent Resources. The forecast and actual output will be provided at an hourly aggregated level by the Existing Zone Trading Hubs. To the extent that the CAISO fails to provide this report on any given Operating Day, the CAISO will endeavor to provide this report for any given Trading Day within the next thirty (30) days, after which the information will not be provided.

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**Section 9**

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**9.3.10.6.1 Outage Reporting By NRS-RA Resources**



The Scheduling Coordinator for a Non-Resource-Specific System Resource that provides Resource Adequacy Capacity shall report to the CAISO through the outage management system any Forced Outage of a Generating Unit or Forced Outage or Constraint of transmission facilities external to the CAISO Balancing Authority Area that directly results in the inability of the resource to deliver all or a portion of the Resource Adequacy Capacity identified in the resource's Supply Plan to the CAISO Balancing Authority Area. The Scheduling Coordinator for a Non-Resource-Specific System Resource that provides Resource Adequacy Capacity is required to provide to the CAISO notice of the Forced Outage or Constraint within sixty (60) minutes after becoming aware of the circumstance. The Scheduling Coordinator for a Non-Resource-Specific System Resource that provides Resource Adequacy Capacity shall promptly provide information requested by the CAISO to enable the CAISO to review the Forced Outage or Constraint and its impact on the ability of the resource to deliver Resource Adequacy Capacity to the CAISO Balancing Authority Area.

DMM shall identify and notify FERC's Office of Enforcement staff of instances in which the reporting of the Forced Outage or Constraint may require investigation. DMM is to make a non-public referral to FERC in all instances where DMM has reason to believe that the reporting of the Forced Outage or Constraint constitutes a Market Violation other than those Market Violations identified in Section 11.1.43 of Appendix P. While DMM need not be able to prove that a Market Violation has occurred, DMM is to provide sufficient credible information to warrant further investigation by FERC. Once DMM has obtained sufficient credible information to warrant referral to the Commission, DMM is to immediately refer the matter to FERC and desist from independent action related to the alleged Market Violation. This does not preclude DMM from continuing to monitor for any repeated instances of the activity by the same or other entities, which would constitute new Market Violations. DMM is to respond to requests from FERC for any additional information in connection with the alleged Market Violation it has referred.

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**Section 10**

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### **10.1.2 Meter Data Retention by the CAISO**

The CAISO will maintain ~~the effectivea record of all~~ Revenue Quality Meter Data and Settlement Quality Meter Data provided to it, as well as the effective Settlement Quality Meter Data it produces, for a period of 18 months on site at the CAISO's facilities and for a period which, at least, allows for the re-run of data as required by this CAISO Tariff and any adjustment rules of the Local Regulatory Authority governing the Scheduling Coordinators and their End-Use Customers and FERC. The CAISO will, on reasonable notice, provide a Scheduling Coordinator with access to Settlement Quality Meter Data (actual or Scheduling Coordinator estimated) provided that the Scheduling Coordinator requesting access represented the entity for which that data was provided at the time the data was provided to the CAISO.

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## **Section 11**

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### **11.2.4.1 Calculation of the IFM Congestion Charge**

For each Settlement Period of the IFM, the CAISO will calculate the IFM Congestion Charge as the IFM MCC amount for all scheduled Demand and Virtual Supply-Demand Awards, minus the IFM MCC amount for all scheduled Supply and Virtual Supply Awards. The IFM MCC amount for all scheduled Demand and Virtual Demand Awards is the sum of the products of the IFM MCC and the total of the MWh of Demand scheduled in the Day-Ahead Schedule and Virtual Supply-Demand Awards at all the applicable PNodes and Aggregated Pricing Nodes for the Settlement Period. The IFM MCC amount for all scheduled Supply and Virtual Supply Awards is the sum of the products of the IFM MCC and the total of the MWh of Supply scheduled in the Day-Ahead Schedule and the Virtual Supply Awards at all the applicable PNodes for the Settlement Period.

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## Section 27

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### **27.9 Non-Generator Resources and Pumped-Storage Hydro Units Constraints**

Scheduling Coordinators may elect to provide the CAISO with Non-Generator Resources' and Pumped-Storage Hydro Units' MWh constraints. In such cases, the CAISO will observe MWh constraints in the IFM, RUC, Real-Time Unit Commitment, and FMM as part of the co-optimization except for Non-Generator Resources using Regulation Energy Management. The CAISO will observe MWh constraints in Real-Time Dispatch, including constraints of resources using Regulation Energy Management. Consistent with Section 4.6.11 and in addition to Master File parameters available to Generating Units, Scheduling Coordinators for Non-Generator Resources with physical operating constraints may include in the Master File:

- (a) continuous energy limits: minimum and maximum states of charge in MWh values; and
- (b) generation capacity limits: minimum and maximum charge and discharge limits in MW.

Consistent with Section 4.6.11 and in addition to Master File parameters available to Generating Units, Scheduling Coordinators for Pumped-Storage Hydro Units with physical operating constraints may include in the Master File:

- (a) generation capacity limits: minimum and maximum pumping and generating limits in MW;
- (b) pump minimum up time: minutes a pump must continue pumping;
- (c) pump minimum down time: minutes a pump cannot return to pumping after shutting down;
- (d) minimum on time: minutes Generating Unit must stay on before shut down or switch to pumping mode;
- (e) gen-to-pump minimum down time: minutes after being de-committed from generation mode before able to be dispatched in pumping mode; and

- (f) pump-to-gen minimum down time: minutes after being de-committed from pumping mode before able to be dispatched in generation mode.

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## **Section 31**

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### **31.2.1 The Market Power Mitigation Process**

The MPM process enforces all Transmission Constraints that are expected to be enforced in the relevant market and produces dispatch levels for all resources with submitted Bids and LMPs for all Locations. Bid mitigation is determined by decomposing the Congestion component of each LMP determined in the MPM process into competitive Congestion and non-competitive Congestion components. The ~~competitive Congestion component of each LMP is calculated as the sum of the product of the shift factor and the Shadow Price for all competitive Transmission Constraints and the~~ non-competitive Congestion component of each LMP is calculated as the sum of the product of the shift factor and the Shadow Price for all non-competitive Transmission Constraints. The Reference Bus used in the MPM process will be either: (1) the Midway 500kV bus if Path 26 flow is from north to south; or (2) the Vincent 500kV bus if Path 26 flow is from south to north. The treatment of a particular Transmission Constraint as competitive or non-competitive for purposes of the MPM process is determined pursuant to Section 39.7.2.

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## **Section 34**

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### **34.20.2 Determining Real-Time LMPs**

#### **34.20.2.1 Dispatch Interval Real-Time LMPs**

### **34.20.2.1.12 Computation**

For each Dispatch Interval, the CAISO will compute updated imbalance energy needs and will Dispatch Generating Units, System Units, Dynamic System Resources, Participating Load, Reliability Demand Response Resources, and Proxy Demand Resources according to the CAISO's SCED during that time period to meet imbalance energy requirements. The RTM transactions will be settled at the Dispatch Interval LMPs in accordance with Section 11.5.

### **34.30.2.1.23 Eligibility to Set the Real-Time LMP**

\* \* \* \* \*

## **Section 40**

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### **40.4.7.3 Validation of Supply Plans**

The CAISO shall be entitled to take reasonable measures to validate the accuracy of the information submitted in Supply Plans under this Section. Supply Plan validation measures may include the following:

- (a) The CAISO may compare a Resource Adequacy Resource's Resource Adequacy Capacity against the Resource Adequacy Resource's Net Qualifying Capacity, if applicable. To the extent the Resource Adequacy Capacity of a Resource Adequacy Resource included in a Supply Plan is greater than the Resource Adequacy Resource's Net Qualifying Capacity, the CAISO will notify the respective Scheduling Coordinators for the Resource Adequacy Resource and each Load Serving Entity or CPE that has included the Resource Adequacy Resource in its Resource Adequacy Plan that the Resource Adequacy Capacity from the Resource Adequacy Resource shall be reduced to the Resource Adequacy Resource's Net Qualifying Capacity and that it will be considered a

mismatch under Section 40.7. If the CAISO is not advised as to how the reduction in Resource Adequacy Capacity to conform with the Resource Adequacy Resource's Net Qualifying Capacity shall be allocated among each Load Serving Entity and CPE that included the Resource Adequacy Resource on its Resource Adequacy Plan, the CAISO will apply a pro rata reduction based on the Supply Plan.

- (b) The CAISO may verify whether the Resource Adequacy Capacity listed in the monthly Supply Plan is scheduled to take an Approved Maintenance Outage during the month. To the extent the Resource Adequacy Capacity of a Resource Adequacy Resource included in a Supply Plan is greater than the Resource Adequacy Capacity designated for the resource in the Resource Adequacy Plan, ~~or includes Resource Adequacy Capacity that is scheduled to take an Approved Maintenance Outage during the month~~, the CAISO will notify the Scheduling Coordinator for the Resource Adequacy Resource and the respective Scheduling Coordinators for each Load Serving Entity and CPE that has included the Resource Adequacy Resource in its Resource Adequacy Plan that there is a discrepancy, which will be treated as a mismatch under Section 40.7. To the extent the Resource Adequacy Capacity of a Resource Adequacy Resource included in a Supply Plan is less than the Resource Adequacy Capacity designated for the resource in the Resource Adequacy Plan, ~~or includes Resource Adequacy Capacity that is scheduled for an Approved Maintenance Outage during the month~~, the CAISO will notify the Local Regulatory Authority, the Scheduling Coordinator for the Resource Adequacy Resource, and the respective Scheduling Coordinators for each Load Serving Entity or CPE that has included the Resource Adequacy Resource in its Resource Adequacy Plan that there is a discrepancy, which will be treated as a mismatch under Section 40.7.

- (c) Other errors or inaccuracies identified by the CAISO in a Supply Plan shall be treated as a mismatch under Section 40.7.

Disputes regarding the CAISO's determination of Net Qualifying Capacity shall be subject to Section 40.45.2. The provisions of this Section shall not affect a Resource Adequacy Resource's Net Qualifying Capacity posted by the CAISO under Section 40.45.2.

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## **Appendix Q**

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### **2.2.1 Agreements**

The following agreements must be executed by the owner or operator of any Eligible Intermittent Resource, unless that resource is not subject to any of these agreements pursuant to the CAISO Tariff, such as an Eligible Intermittent Resource of an MSS Operator:

- (a) A Participating Generator Agreement, Net Scheduled PGA, Dynamic Scheduling Agreement for Scheduling Coordinators, or Pseudo-Tie Participating Generator Agreement that, among other things, binds the Eligible Intermittent Resource to comply with the CAISO Tariff; and
- (b) A Meter Service Agreement for CAISO Metered Entities, for all Eligible Intermittent Resources other than Dynamic System Resources.

If an Eligible Intermittent Resource intends to become a Participating Intermittent Resource, it must also execute a letter of intent, which when executed and delivered to the CAISO shall initiate the process of certifying the Participating Intermittent Resource. The form of the letter of intent shall be specified by the CAISO in a Business Practice Manual or on the CAISO website.

Hybrid Resources with a variable component must execute all agreements that are otherwise required in this CAISO tariff.

\* \* \* \* \*

## **4 FORECASTING**

The CAISO is responsible for overseeing the development of tools or services to forecast Energy for Participating Intermittent Resources. The CAISO will use its best efforts to develop accurate and unbiased forecasts, as limited by the availability of relevant explanatory data. Objective criteria and thresholds for unbiased, accurate forecasts shall be used to certify Participating Intermittent Resources ~~in accordance with Section 2.2.4 of this EIRP~~.

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## Appendix S

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### 4.5. Confidentiality

- 4.5.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to another Party that is clearly marked or otherwise designated "Confidential." For purposes of this SGIP, all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 4.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Parties and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this SGIP. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this SGIP, or to fulfill legal or regulatory requirements.
- 4.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Parties as it employs to protect its own Confidential Information.
- 4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 4.5.3 Notwithstanding anything in this section to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this SGIP, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties prior to the release of the Confidential Information to FERC. The Party shall notify the other Parties when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.



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## **Appendix X**

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### **2.3 Agreement Termination.**

**2.3.1** Except for the obligations set forth in Sections 5.6, 5.10, 10.1.1, 10.3, and Article 15-3, this Agreement shall terminate when the Project has been turned over to CAISO Operational Control.

\* \* \* \* \*

**4.2 Transmission Interconnection Service.** Transmission Interconnection Service allows the Approved Project Sponsor to connect the Project to the facilities of an Interconnecting PTO or a transmission system that is not part of the CAISO Controlled Grid. Unless the Project connects solely to the facilities of the Approved Project Sponsor, the Approved Project Sponsor shall request Transmission Interconnection Service from the Interconnecting PTO or other entity according to the milestones set forth in Appendix B and shall comply with the Interconnecting PTO's or other entity's applicable transmission interconnection procedures. The Approved Project Sponsor must obtain a separate agreement for Transmission Interconnection Service from the Interconnecting PTO or any other entity to whose facilities the Project will interconnect. This separate agreement with each Interconnecting PTO or other entity must provide, at a minimum, for the Interconnecting PTO or other entity to take any procedural steps required in this Agreement with respect to the transmission interconnection, including Sections 5.3.4, 5.4.2, 5.4.3, 5.5.4-3, 5.6.2, 6.1, 8.1, and 9.2, and must identify the Transmission Interconnection Facilities that an Interconnecting PTO is responsible for, and must pay for in accordance with Section 24.14.2 of the CAISO Tariff. The CAISO may facilitate the coordination between the Approved Project Sponsor and the Interconnecting PTO contemplated by this Agreement.

\* \* \* \* \*

**12.6 Notice of Regulatory Filings.** The Approved Project Sponsor will provide to the CAISO, Participating TOs (as listed on Appendix F to the Transmission Control Agreement), and other Approved Project Sponsors, a copy of all initial filings it submits in a FERC docket that affects the rates (including Transmission Revenue Requirement), terms, or conditions of service for the Project. The Approved Project Sponsor will provide such copy either via email or first-class U.S. mail on the same day it makes the filing with FERC; provided that if the copy is sent via U.S. mail, the requirement will be satisfied if the Approved Project Sponsor places the copy in the mail on the date of filing. The CAISO will post the contact information for Approved Project Sponsors on the CAISO website.

\* \* \* \* \*

**21.3 Audit Rights.** Subject to the requirements of confidentiality under Article 19 of this Agreement, the CAISO audit rights shall include the CAISO's right to audit the Approved Project Sponsor's costs pertaining to performance or satisfaction of obligations under this Agreement.

**21.3.1** The CAISO shall have the right, during normal business hours, and upon prior reasonable notice to the Approved Project Sponsor, to audit at its own expense the accounts and records pertaining to satisfaction of obligations under this Agreement. Subject to Section 21.3.2, any audit authorized by this Section 21.3 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to performance and satisfaction of obligations under this Agreement. The Approved Project Sponsor shall keep such accounts and records for a period equivalent to the audit rights periods described in Section 21.4.

**21.3.2** Notwithstanding anything to the contrary in this Agreement, the Approved Project Sponsor's rights to audit the CAISO's accounts and records shall be as set forth in Section ~~22~~4.1 of the CAISO Tariff.

**21.4 Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Project constructed by the Approved Project Sponsor shall be subject to audit and verification by the CAISO for a period of twenty-four months following the issuance of a final cost summary in accordance with Section 5.6.12-7.

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## Appendix DD

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### **8.9.2 Second Component: Allocating TP Deliverability**

Following the process set forth in Section 8.9.1, the CAISO will allocate any remaining TP Deliverability in the following order.

The CAISO shall allocate available TP Deliverability to all or a portion of the full MW capacity of the Generating Facility as specified in the Interconnection Request. Where a criterion is met by a portion of the full MW generating capacity of the Generating Facility, the eligibility score associated with that criterion shall apply to the portion that meets the criterion. The demonstration must relate to the same proposed Generating Facility as described in the Interconnection Request.

- (A) To Interconnection Customers that have executed power purchase agreements, and to Interconnection Customers in the current Queue Cluster that are Load Serving Entities serving their own Load.
- (B) To Interconnection Customers that are actively negotiating a power purchase

agreement or on an active short list to receive a power purchase agreement.

- (C) To Interconnection Customers that have achieved Commercial Operation for the capacity seeking TP Deliverability.
- (D) To Interconnection Customers electing to be subject to Section 8.9.2.3.

Energy Only capacity seeking TP Deliverability may not trigger the construction of Delivery Network Upgrades pursuant to Section 6.3.2. This includes, without limitation, capacity expansions effected through modification requests and capacity converted to Energy Only after failing to receive or retain a TP Deliverability allocation. The CAISO will allocate TP Deliverability to Energy Only Interconnection Customers requesting Deliverability after FCDS and PCDS Interconnection Customers within its allocation group and solely based on TP Deliverability available from existing transmission facilities, from already planned upgrades in the CAISO Transmission Planning Process, or upgrades assigned to an interconnection project that has an executed GIA and currently has a TP Deliverability allocation.

Interconnection Customers requesting Deliverability for Energy Only capacity must submit to the CAISO a \$60,000 study deposit for each Interconnection Request seeking TP Deliverability. The CAISO will deposit these funds in an interest-bearing account at a bank or financial institution designated by the CAISO. The funds 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 TP Deliverability studies for the Energy Only Interconnection Customers. Any and all costs of the Energy Only TP Deliverability study will be borne by the Interconnection Customer. The CAISO will coordinate the study with the Participating TO(s). The Participating TO(s) will invoice the CAISO for any work within seventy-five (75) calendar days of completion of the study, and, within thirty (30) days thereafter, the CAISO will 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 study. If the actual costs of the study are greater than the deposit provided by the Interconnection Customer, the Interconnection Customer will pay the balance within thirty (30) days of being invoiced.

Beginning with new awards in the 2023-2024 TP Deliverability allocation cycle, for an Interconnection Customer seeking to receive or retain TP Deliverability to represent that it has, is negotiating, or is shortlisted for a power purchase agreement under this GIDAP, the agreement must meet the following criteria:

- (1) the agreement has a term of no less than five (5) years. Interconnection Customers with multiple, short-term agreements for the same capacity may meet this criterion where the combined terms are five (5) years or more; and
- (2) the counterparty must:
  - (a) be a Load Serving Entity procuring the capacity to meet its own Resource Adequacy obligation; or
  - (b) demonstrate it has a contract to provide the capacity for at least one (1) year to a Load Serving Entity for a Resource Adequacy obligation.

Interconnection Customers may seek or retain a TP Deliverability allocation ~~under Groups A or B~~ if they meet all tariff criteria except the counterparty criterion (2); however, within thirty (30) days of receiving a TP Deliverability allocation, they must demonstrate they meet the counterparty criterion or provide a deposit of \$10,000 per MW of allocated TP Deliverability, but in no case less than \$500,000. The CAISO will deposit these funds in an interest-bearing account at a bank or financial institution designated by the CAISO. The CAISO will refund the deposit when the Generating Facility begins Commercial Operation or meets the counterparty criterion, whichever is earlier. To the extent the Interconnection Customer withdraws, is deemed withdrawn, converts to Energy Only, or otherwise downsizes or eliminates the capacity allocated TP Deliverability, the deposit or commensurate portion thereof will be non-refundable, and the CAISO will process it and any accrued interest pursuant to Section 7.6.

Interconnection Customers that received and retained TP Deliverability allocations before the 2023-2024 cycle are not subject to the minimum term or counterparty requirements for those allocations, including under Section 6.7.4 and this Section 8.9. If they re-seek TP Deliverability for any reason during or after the 2023-2024 cycle, they would be subject to these requirements in seeking a new allocation or retaining a new allocation.

For all TP Deliverability allocations based upon having, negotiating, or being shortlisted for power purchase agreements, the CAISO will allocate TP Deliverability up to the amount of deliverable MW capacity procured by the power purchase agreement. All Load Serving Entities building Generating Facilities to serve their own Load must be doing so to fulfill a regulatory requirement that warrants Deliverability. Load Serving Entities acting as Interconnection Customers are otherwise eligible for all other attestations.

Notwithstanding any other provision, all refunds pursuant to this Appendix DD will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.

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