

Section 4.13.2 et, al

It isn't clear to SDG&E why the term Demand Response Services is necessary or how it is distinguishable from the term Curtailable Demand. Further, the definition provided in Appendix A, Master Definitions Supplement, ties it to the definition of Proxy Demand Resource which is bound by the terms of the PDR agreement. Demand Response Services do not seem to have the same commercial or legal relationship with the CAISO as defined.

Section 11.1.5

SDG&E seeks a clarification on what action, if any, the CAISO will take to modify estimated SQMD for load associated with a Proxy Demand Resource if the LSE's submits estimated metered load at the CLAP that may be in conflict with final SQMD submitted at T+38C. SDG&E believes that CAISO should be indifferent whether meter data submitted at T+2 is estimated or actual, and would true-up calculations for the first re-calc statement issued at T+ 40 based on any meter data change that came in at T+38C. If SQMD is submitted for the Custom Load Aggregation Point (CLAP) associated with a Proxy Demand Resource within the timeline required for Initial Settlement at T+ 7B whether it includes estimated values or not, will the CAISO calculate Energy delivered on the PDR and add that amount to the LSE Load Resource ID as stated in Section 11.5.2.4 and include that on the Initial Statement at T + 7B without any action required by the PDR SC if it is different than the LSE SC? In particular, SDG&E seeks to ensure that 1) any inaction by the DRP (if different than the LSE) will not prevent the meter adjustment from being applied on the LSE's Preliminary Statement, and 2) that the PDR energy settlement would be completed in time for the initial statement if the LSE submits the meter data in time.

Section 40.6.12

It is not clear what is meant by the term "managed" as it applies to a PDR (and subsequently Participating Load) that is part of a Resource Adequacy Plan when the SC is different than the LSE. SDG&E suggests this modification to the section "...Load Serving Entity, will be **administered** by the CAISO in accordance with the terms and conditions..."