

4.8.3 PIRP Protective Measures

4.8.3.1 Request for PIRP Protective Measures

4.8.3.1.1 Timing

Participating Intermittent Resources or Qualifying Facilities that wish to qualify for PIRP Protective Measures pursuant to Section 4.8.3.2 within the ~~three-year~~ transition period must complete their election for PIRP Protective Measures no later than thirty (30) days after the effective date of this Section 4.8.3.

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4.8.3.1.2.1 Physical Limitations

A Participating Intermittent Resource or Qualifying Facility requesting PIRP Protective Measures because of physical limitations, as specified in Section 4.8.3.2.2.1, must submit a sworn affidavit by a representative of the Participating Intermittent Resource or Qualifying Facility, who is authorized to bind the resource legally and financially-. The affidavit must state that the resource meets the criteria specified in Section 4.8.3.2.1 and 4.8.3.2.2.1. The sworn affidavit must also state that the relevant party agrees that during the term of the ~~three-year~~ transition period, the party will engage in a good faith effort to upgrade the facility in order to address the limitations specified in Section 4.8.3.2.2.1.

4.8.3.1.2.2 Contractual Limitations

A Participating Intermittent Resource or Qualifying Facility requesting PIRP Protective Measures because of contractual limitations as specified in Section 4.8.3.2.2.2, must submit a sworn affidavit by a representative of the Participating Intermittent Resource or Qualifying Facility, who that is authorized to bind the resource legally and financially. The affidavit must state that the resource is subject to a contract that meets the criteria specified in Sections 4.8.3.2.1 and 4.8.3.2.2.2. The Participating Intermittent Resource or Qualifying Facility must serve their affidavit electronically to the counterparty to the applicable contract on the same day the affidavit is submitted to the CAISO. A representative of the counterparty to the applicable existing bilateral agreement that is authorized to legally and financially bind the counterparty may also submit a sworn affidavit stating that the resource is subject to a contract that meets the criteria

specified in Sections 4.8.3.2.1 and 4.8.3.2.2.2. The counterparty must serve the affidavit electronically on the Participating Intermittent Resource or Qualifying Facility on the same day the affidavit is submitted to the CAISO. Each party's respective affidavit must state that during the term of the ~~three-year~~ transition period, the party will engage in a good faith effort with the counterparty to address the existing contractual limitation specified in Section 4.8.3.2.2.2. In the event that the counterparty submits no affidavits within the thirty days, the CAISO deems the counterparty to have acquiesced to the request by the representative of the Participating Intermittent Resource, except if the Participating Intermittent Resource fails to serve the counterparty with the required documents within the prescribed time. If the counterparty later successfully demonstrates through a formal complaint filed at the Federal Energy Regulatory Commission that the Participating Intermittent Resource failed to serve the counterparty with the relevant materials as described in this Section, the CAISO will deny, and if appropriate reverse, any PIRP Protective Measures afforded to the requesting party. To the extent that the counterparty instead submits an affidavit by a representative of the company that is fully authorized to legally and financially bind the company stating that the resource's contract does not meet the criteria in Sections 4.8.3.2.1 and 4.8.3.2.2.2, the affidavit must also state that the Participating Intermittent Resource shall not suffer any economic or other repercussions under the contract and because of the terms of the contract were the resource to participate fully in the CAISO Market, including through the submission of Economic Bid for economic curtailment. The representative of the Participating Intermittent Resource may choose to withdraw its request in light of the counterparty's affidavit or pursue resolution of a contractual dispute through a dispute resolution process specified in the relevant contract, or if none is available, through the process specified in Section 13 of the CAISO Tariff, or through any dispute resolution process available through the Federal Energy Regulatory Commission. During the term that the contract is in dispute, the resource will be subject to PIRP Protective Measures provided it meets all the other criteria specified in this Section 4.8.3. Upon resolution of the dispute, if the dispute resolution process yields a conclusion that the contract is not eligible for PIRP Protective Measures, the resource will resume its status as a Participating Intermittent Resource not subject to PIRP

Protective Measures. The CAISO will not undo any prior Settlement of the PIRP Protective Measures unless the parties submit a joint statement in writing indicating that the parties agree that the PIRP Protective Measures settlement received during the term that the matter was in dispute should be unwound and resettled as if the PIRP Protective Measures were not received. In the event that the parties submit such a joint statement, the CAISO will unwind the Protective Measures provided to the affected Scheduling Coordinator and will process such resettlement charges or payments through the existing resettlement procedures specified in Section 11.29.7. Provided the joint statement is provided in a timely manner, the CAISO will take all reasonable and necessary steps to include the resettlement on the next Recalculation Statement. In unwinding the Protective Measures received, any Scheduling Coordinator that received a payment for the PIRP Protective Measures under the contract in dispute will receive a charge in the amount of the payment previously received plus any interest that may apply under Section 11.29.10.2. Similarly, any Scheduling Coordinator that received a charge due to the provision of the PIRP Protective Measures under the contract in dispute will receive a payment in the amount of the payment previously received plus any interest that may apply under Section 11.29.10.2.

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4.8.3.3 Term of PIRP Protective Measures

The PIRP Protective Measures for a specific Participating Intermittent Resource shall be in effect until the earlier date of (1) ~~three years after the effective date of this Section~~ April 30, 2018, or (2) the execution between the Participating Intermittent Resource owner and its counterparty of a new or amended power purchase agreement (or similar contract for services) that addresses their Imbalance Energy settlement.