

California Independent System Operator Corporation  
Fifth Replacement Electronic Tariff

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**41. Procurement of RMR Generation**

**41.1 Procurement of Reliability Must-Run Generation by the CAISO**

A Reliability Must-Run Contract is a contract entered into by the CAISO with a Generator which operates a Generating Unit giving the CAISO the right to call on the Generator to generate Energy and, only as provided in this Section 41.1, or as needed for Black Start or Voltage Support required to meet local reliability needs, or to procure Ancillary Services from Potrero power plant to meet operating criteria associated with the San Francisco local reliability area, to provide Ancillary Services from the Generating Units as and when this is required to ensure that the reliability of the CAISO Controlled Grid is maintained.

**41.2 Designation of Generating Unit as Reliability Must-Run Unit**

The CAISO will, subject to any existing power purchase contracts of a Generating Unit, have the right at any time based upon CAISO Controlled Grid technical analyses and studies to designate a Generating Unit as a Reliability Must-Run Unit. A Generating Unit so designated shall then be obligated to provide the CAISO with its proposed rates for Reliability Must-Run Generation for negotiation with the CAISO. Such rates shall be authorized by FERC or the Local Regulatory Authority, whichever authority is applicable.

**41.3 Reliability Studies and Determination of RMR Units Status**

In addition to the Local Capacity Technical Study under 40.3.1, the CAISO may perform additional technical studies, as necessary, to ensure compliance with Reliability Criteria. The CAISO will then determine which Generating Units it requires to continue to be Reliability Must-Run Units, which Generating Units it no longer requires to be Reliability Must-Run Units and which Generating Units it requires to become the subject of a Reliability Must-Run Contract which had not previously been so contracted to the CAISO. None of the Generating Units owned by Local Publicly Owned Electric Utilities are planned to be designated as Reliability Must-Run Units by the CAISO as of the CAISO Operations Date but are expected to be operated in such a way as to maintain the safe and reliable operation of the interconnected transmission system comprising the CAISO Balancing Authority Area. However, in the future, Local Publicly Owned Electric Utilities may contract with the CAISO to provide Reliability Must-Run Generation.

#### **41.4 Reliability Must-Run Contracts**

A pro forma of the Reliability Must-Run Contract is attached as Appendix G. From the CAISO Operations Date all Reliability Must-Run Units will be placed under the "As Called" conditions, but the parties may, pursuant only to the terms of the Reliability Must-Run Contract, transfer any such unit to one of the alternative forms of conditions under specific circumstances. The CAISO will review the terms of the applicable forms of agreement applying to each Reliability Must-Run Unit to ensure that the CAISO will procure Reliability Must-Run Generation from the cheapest available sources and to maintain System Reliability. The CAISO shall give notice to terminate Reliability Must-Run Contracts that are no longer necessary or can be replaced by less expensive and/or more competitive sources for maintaining the reliability of the CAISO Controlled Grid.

#### **41.5 RMR Dispatch**

##### **41.5.1 Day-Ahead and RTM RMR Dispatch**

RMR Dispatches will be determined in accordance with the RMR Contract, the MPM process addressed in Sections 31 and 33 and through manual RMR Dispatch Notices to meet Applicable Reliability Criteria. The CAISO will notify Scheduling Coordinators for RMR Units of the amount and time of Energy requirements from specific RMR Units in the Trading Day prior to or at the same time as the Day-Ahead Schedules and AS and RUC Awards are published, to the extent that the CAISO is aware of such requirements, through an RMR Dispatch Notice or flagged RMR Dispatch in the IFM Day-Ahead Schedule. The CAISO may also issue RMR Dispatch Notices after Market Close of the DAM and through Dispatch Instructions flagged as RMR Dispatches in the Real-Time Market.

The Energy to be delivered for each Trading Hour pursuant to the RMR Dispatch Notice an RMR Dispatch in the IFM or Real-Time shall be referred to as the RMR Energy. Scheduling Coordinators may submit Bids in the DAM or the RTM for RMR Units operating under Condition 1 of the RMR Contract in accordance with the bidding rules applicable to non-RMR Units. A Bid submitted in the DAM or the RTM for a Condition 1 RMR Unit shall be deemed to be a notice of intent to substitute a market transaction for the amount of MWh specified in each Bid for each Trading Hour pursuant to Section 5.2 of the RMR Contract. In the event the CAISO issues an RMR Dispatch Notice or an RMR Dispatch in the IFM or Real-Time Market for any Trading Hour, any MWh quantities cleared through the MPM shall be considered as

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a market transaction in accordance with the RMR Contract. RMR Units operating as Condition 2 RMR Units may not submit Bids until and unless the CAISO issues an RMR Dispatch Notice or issues an RMR Dispatch in the IFM, in which case a Condition 2 RMR Unit shall submit Bids in accordance with the RMR Contract in the next available market for the Trading Hours specified in the RMR Dispatch Notice or Day-Ahead Schedule.

**41.5.2 RMR Payments**

RMR Units operating as Condition 1 RMR Units or Condition 2 RMR Units that receive an RMR Dispatch Notice will be paid in accordance with the RMR Contract.

**41.5.3 RMR Units and Ancillary Services Requirements**

The CAISO may call upon RMR Units in any amounts that the CAISO has determined is necessary at any time after the issuance of Day-Ahead Schedules for the Trading Day if: (i) the CAISO determines that it requires more of an Ancillary Service than it has been able to procure, except that the CAISO shall not be required to accept Ancillary Services Bids that exceed the price caps specified in Section 39 or any other FERC-imposed price caps; and (ii) the CAISO has notified Scheduling Coordinators of the circumstances existing in this Section 41.5.3, and after such notice, the CAISO determines that a bid insufficiency condition in accordance with the RMR Contract exists in the RTM and the CAISO requires more of an Ancillary Service. The CAISO must provide the notice specified in sub paragraph (ii) of this Section 41.5.3 as soon as possible after the CAISO determines that additional Ancillary Services are needed for which Bids are not available. The CAISO may only determine that a Bid insufficiency exists after the Market Close of the RTM, unless an earlier determination is required in order to accommodate the RMR Unit's operating constraints. For the purposes of this Section 41.5.3, a Bid insufficiency exists in RTM if, and only if: (i) Bids in the RTM for the particular Ancillary Service that can be used to satisfy that particular Ancillary Services requirement that remain after first procuring the megawatts of the Ancillary Service that the CAISO had notified Scheduling Coordinators it would procure in the HASP ("remaining Ancillary Services requirement") represent, in the aggregate, less than two times such remaining Ancillary Services requirement; or (ii) there are less than two unaffiliated bidders to provide such remaining Ancillary Services requirement. If the CAISO determines that a Bid insufficiency condition exists as described in this Section 41.5.3, the CAISO may nonetheless accept available Bids if it determines in its sole

discretion that the prices specified in the Bids and the Energy Bid Curves created by the Bids indicate that the Scheduling Coordinators were not attempting to exercise market power.

#### **41.6 Reliability Must-Run Charge**

The CAISO shall prepare and send to each Responsible Utility in accordance with Section 11.13, a CAISO Invoice as provided in the RMR Contract in respect of those costs incurred under each Reliability Must-Run Contract that are payable to the CAISO by such Responsible Utility or payable by the CAISO to such Responsible Utility pursuant to Section 41.7. The CAISO Invoices as provided in the RMR Contract shall reflect all reductions or credits required or allowed under or arising from the Reliability Must-Run Contract or under this Section 41.6. The CAISO Invoice as provided in the RMR Contract shall separately show the amounts due for services from each RMR Owner. Each Responsible Utility shall pay the amount due under each CAISO Invoice as provided in the RMR Contract by the due date specified in the CAISO Invoice as provided in the RMR Contract, in default of which interest shall become payable at the interest rate provided in the Reliability Must-Run Contract from the due date until the date on which the amount is paid in full. For each Reliability Must-Run Contract, the CAISO shall establish two segregated commercial bank accounts under the Facility Trust Account referred to in Section 11.13.2.1 and Article 9 of the Reliability Must-Run Contract. One commercial bank account, the RMR Owner Facility Trust Account, shall be held in trust by the CAISO for the RMR Owner. The other commercial bank account, the Responsible Utility Facility Trust Account, shall be held in trust by the CAISO for the Responsible Utility. Payments received by the CAISO from the Responsible Utility in connection with the Reliability Must-Run Contract, including payments following termination of the Reliability Must-Run Contract, will be deposited into the RMR Owner Facility Trust Account and payments from the CAISO to the RMR Owner will be withdrawn from such account, in accordance with this Section 41.6, Article 9 of the Reliability Must-Run Contract and Section 11.13. Any payments received by the CAISO from the RMR Owner in connection with the Reliability Must-Run Contract will be deposited into the Responsible Utility Facility Trust Account. Any payments due to the Responsible Utility of funds received from the RMR Owner in connection with the Reliability Must-Run Contract will be withdrawn from the Responsible Utility Facility Trust Account, in accordance with this Section 41.6, Section 11.13, and Article 9 of the Reliability Must-Run Contract. Neither the RMR Owner Facility Trust Account nor the Responsible Utility

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Facility Trust Account shall have other funds commingled in it at any time. The CAISO shall not modify this Section or Section 11.13 as it applies to procedures for the billing, invoicing and payment of charges under Reliability Must-Run Contracts without the Responsible Utility's consent, provided, however, that no such consent shall be required with respect to any change in the method by which costs incurred by the CAISO under RMR Contracts are allocated to or among Responsible Utilities.

**41.6.1 No Offsets to Responsible Utility's CAISO Invoice Payments**

Except where the Responsible Utility is also the RMR Owner, the Responsible Utility's payment of the CAISO Invoice as provided in the RMR Contract shall be made without offset, recoupment or deduction of any kind whatsoever. Notwithstanding the foregoing, if the CAISO fails to deduct an amount required to be deducted under Section 41.6.2, the Responsible Utility may deduct such amount from payment otherwise due under such CAISO Invoice as provided in the RMR Contract.

**41.6.2 Refunds of Disputed Amounts on RMR Invoices**

If the Responsible Utility disputes a CAISO Invoice as provided in the RMR Contract, Revised Estimated RMR Invoice, or Revised Adjusted RMR Invoice, or Final Invoice, it shall pay the CAISO Invoice as provided in the RMR Contract but may pay under protest and reserve its right to seek a refund, with interest, from the CAISO. If resolution of the dispute results in an amount paid by the Responsible Utility under protest being due from the CAISO to the Responsible Utility and from the RMR Owner to the CAISO, and such amount was paid to the RMR Owner by the CAISO, then such amount, with interest at the interest rate specified in the applicable Reliability Must-Run Contract from the date of payment until the date on which the amount is repaid in full, shall be refunded by the RMR Owner to the CAISO and from the CAISO to the Responsible Utility, pursuant to Article 9 of the Reliability Must-Run Contract and Section 11.13, by the RMR Owner's inclusion of such refund amount in the appropriate invoice. If the RMR Owner does not include such refund amount (including interest) in the appropriate invoice, then such refund amount shall be deducted by the CAISO from the next succeeding amounts otherwise due from the Responsible Utility to the CAISO and from the next succeeding amounts otherwise due from the CAISO to the RMR Owner with respect to the applicable Reliability Must-Run Contract or, if such RMR Contract has terminated, such amount shall be refunded by the CAISO to the Responsible Utility; provided, however, that if and to the extent that such resolution is based on an error or breach or default

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of the RMR Owner's obligations to the CAISO under the Reliability Must-Run Contract, then such refund obligation shall extend only to amounts actually collected by the CAISO from the RMR Owner as a result of such resolution. If resolution of the dispute requires the CAISO, but not the RMR Owner, to pay the Responsible Utility, then such award shall be recovered from any applicable insurance proceeds, provided that to the extent sufficient funds are not recoverable through insurance, the amount of the award (whether determined through settlement, or the CAISO ADR Procedures or otherwise) shall be collected by the CAISO pursuant to Section 13.5, and in any event, the award shall be paid by the CAISO to the Responsible Utility pursuant to Section 13.5.

**41.6.3 Time-Frame for Responsible Utility to Dispute RMR Invoices**

If the Responsible Utility disputes a CAISO Invoice as provided in the RMR Contract, a Revised Estimated RMR Invoice, a Revised Adjusted RMR Invoice, or a Final Invoice, or part thereof, based in whole or in part on an alleged error by the RMR Owner or breach or default of the RMR Owner's obligations to the CAISO under the Reliability Must-Run Contract, the Responsible Utility shall notify the CAISO of such dispute within twelve (12) months of its receipt of the applicable Revised Adjusted RMR Invoice or Final Invoice from the CAISO, except that the Responsible Utility may also dispute a Revised Estimated RMR Invoice, Revised Adjusted RMR Invoice, or Final Invoice for the reasons set forth above in this Section 41.6.3, within sixty (60) days from the issuance of a final report with respect to an audit of the RMR Owner's books and accounts allowed by a Reliability Must-Run Contract.

**41.6.4 Disputes After Operational Compliance Review**

If the Responsible Utility disputes a CAISO Invoice as provided in the RMR Contract, a Revised Estimated RMR Invoice, a Revised Adjusted RMR Invoice, or a Final Invoice, based in whole or in part on an alleged error by the CAISO or breach or default of the CAISO's obligations to the Responsible Utility, the Responsible Utility shall notify the CAISO of such dispute prior to the later to occur of: (i) the date twelve (12) months following the date on which the CAISO submitted such invoice to the Responsible Utility for payment or (ii) the date sixty (60) days following the date on which a final report is issued in connection with an operational compliance review, pursuant to Section 22.1.2.2, of the CAISO's performance of its obligations to Responsible Utilities under this Section 41.6.4 conducted by an independent third party selected by the CAISO Governing Board and covering the period to which such

alleged dispute relates. The CAISO or any Responsible Utility shall have the right to request, but not to require, that the CAISO Governing Board arrange for such an operational compliance review at any time.

**41.6.5 Invoice Disputes Subject to RMR Contract Resolution Process**

Notwithstanding Section 13, any Responsible Utility dispute relating to a CAISO Invoice as provided in the RMR Contract, a Revised Estimated RMR Invoice, a Revised Adjusted RMR Invoice, a Final Invoice, or a RMR Charge, RMR Payment or RMR Refund shall be resolved through the dispute resolution process specified in the relevant RMR Contract. If the Responsible Utility fails to notify the CAISO of any dispute as provided above, it shall be deemed to have validated the invoice and waived its right to dispute such invoice.

**41.6.6 RMR Owner's Rights as a Third Party Beneficiary**

The RMR Owner shall, to the extent set forth herein, be a third party beneficiary of, and have all rights that the CAISO has under the CAISO Tariff, at law, in equity or otherwise, to enforce the Responsible Utility's obligation to pay all sums invoiced to it in the CAISO Invoices as provided in the RMR Contract but not paid by the Responsible Utility, to the extent that, as a result of the Responsible Utility's failure to pay, the CAISO does not pay the RMR Owner on a timely basis amounts due under the Reliability Must-Run Contract. The RMR Owner's rights as a third party beneficiary shall be no greater than the CAISO's rights and shall be subject to the dispute resolution process specified in the relevant RMR Contract.

Either the CAISO or the RMR Owner (but not both) will be entitled to enforce any claim arising from an unpaid CAISO Invoice as provided in the RMR Contract, and only one party will be a "disputing party" under the dispute resolution process specified in the relevant RMR Contract with respect to such claim so that the Responsible Utility will not be subject to duplicative claims or recoveries. The RMR Owner shall have the right to control the disposition of claims against the Responsible Utility for non-payments that result in payment defaults by the CAISO under a Reliability Must-Run Contract. To that end, in the event of non-payment by the Responsible Utility of amounts due under the CAISO Invoice as provided in the RMR Contract, the CAISO will not take any action to enforce its rights against the Responsible Utility unless the CAISO is requested to do so by the RMR Owner. The CAISO shall cooperate with the RMR Owner in a timely manner as necessary or appropriate to most fully effectuate the RMR Owner's rights related to such enforcement, including using its best efforts to enforce the Responsible Utility's payment

obligations if, as, to the extent, and within the time frame, requested by the RMR Owner. The CAISO shall intervene and participate where procedurally necessary to the assertion of a claim by the RMR Owner.

#### **41.7 Responsibility for Reliability Must-Run Charge**

Except as otherwise provided in Section 41.8 , the costs incurred by the CAISO under each Reliability Must-Run Contract shall be payable to the CAISO by the Responsible Utility in whose PTO Service Territory the Reliability Must-Run Units covered by such Reliability Must-Run Contract are located or, where a Reliability Must-Run Unit is located outside the PTO Service Territory of any Responsible Utility, by the Responsible Utility or Responsible Utilities whose PTO Service Territories are contiguous to the Service Area in which the Generating Unit is located, in proportion to the benefits that each such Responsible Utility receives, as determined by the CAISO. Where costs incurred by the CAISO under a Reliability Must-Run Contract are allocated among two or more Responsible Utilities pursuant to this section, the CAISO will file the allocation under Section 205 of the Federal Power Act.

#### **41.8 Responsibility for RMR Charges Associated with SONGS**

If the CAISO procures Reliability Must-Run Generation from the San Onofre Nuclear Generation Station Units 2 or 3, it shall determine prior to the operation of such facilities as Reliability Must-Run Generation the appropriate allocation of associated charges, if any, among Responsible Utilities. The allocation of such charges shall be based on the reliability benefits that the CAISO reasonably identifies through studies and analysis as accruing to the respective Service Areas of the Responsible Utilities.

#### **41.9 Exceptional Dispatch of Condition 2 RMR Units**

The CAISO may Dispatch an RMR Unit that has currently selected Condition 2 of its RMR Contract to provide Energy through an Exceptional Dispatch under this CAISO Tariff for reasons other than as prescribed in the RMR Contract under the following conditions:

- (1) The CAISO projects that it will require Energy from the Condition 2 RMR Unit to (a) meet forecast Demand and operating reserve requirements or (b) manage Congestion and no other Generating Unit that is available is capable of meeting the identified requirement;

**41.9.1 Notification Required Before Condition 2 RMR Unit Dispatch**

Before dispatching a Condition 2 RMR Unit in accordance with this Section, the CAISO must notify Market Participants of (a) the situation for which the CAISO is contemplating dispatching a Condition 2 RMR Unit in accordance with this Section, and (b) the date and time the CAISO requires the Condition 2 RMR Unit so dispatched to be operating. The CAISO shall provide such notice as far in advance as practical and prior to directing the Condition 2 RMR Unit to Start-Up

Notwithstanding anything to the contrary in the applicable RMR Contract, all MWh, Start-Ups and service hours provided by a Generating Unit that has currently selected Condition 2 of its RMR Contract pursuant to this Section 41.9.1 through an Exceptional Dispatch outside of the RMR Contract shall not be used to determine future "Annual Service Limits" as defined in the RMR Contract. Payment for Dispatches pursuant to this Section 41.9.1 is governed by Section 11.