



Response to Stakeholder Comments on Draft Tariff Language 2019 Tariff Clarifications

Tariff Section	Stakeholder Comment ¹	ISO Response
Section 10.3.6.4	<p>The Cities of Anaheim, Azusa, Banning, Colton, Pasadena, and Riverside, California (Six Cities) suggest a clarification to the second sentence in this section, as follows:</p> <p>Scheduling Coordinators submitting Actual Settlement Quality Meter Data after forty-eight Business Days after the Trading Day (T+48B) but during the period, from T+168B up to T+172B, which is more than forty-eight (48) Business Days after the Trading Day (T+48B) have failed to provide complete and accurate Settlement Quality Meter Data as required by Section 37.5.2.1 and will be subject to monetary penalty pursuant to Section 37.5.2.2. Any Actual Settlement Quality Meter Data that is submitted by a Scheduling Coordinator after the T+48B meter data submittal deadline, and outside the period from T+168B to after T+172B, will be rejected by the CAISO and not used in settlement calculations.</p>	The CAISO will make this change.
Section 19.7(e)(3)	<p>The Six Cities suggest rewording the opening phrase of this section to avoid confusing double negatives, as follows:</p> <p>If payment is not received by no later than 21 <u>the last</u> Business Days after an RC Services Invoice is issued in January, the RC Customer will be charged a \$1,000 late payment fee on a supplemental RC Services Invoice and will be considered to be in default, understanding that the CAISO reserves the right to terminate, consistent with the terms of the RCSA, such RC Customer's RC Services until such time as payment is received</p>	The CAISO will make this change.

¹ The CASIO's original proposed revisions are marked in blue. Revisions proposed by stakeholders are marked in red.



Response to Stakeholder Comments on Draft Tariff Language 2019 Tariff Clarifications

	except as otherwise may be required to comply with Schedule 2 of the RCSA.	
Appendix A – Minimum Dispatchable Level	<p>The Six Cities’ written comments stated that the explanation the CAISO provided did not appear to track the proposed language for the definition. Southern California Edison (SCE) submitted written comments that focused on the elimination of the term “Forbidden Operating Region,” noting that it does not comport with the existing definition, and is a policy change. During the stakeholder call, Six Cities expressed support for a modification to the proposed amendment to restore the reference to Forbidden Operating Region. SCE expressed its willingness to consider this modification.</p> <p>Either The minimum dispatchable level is either The greater of (1) for resources that are not Multi-Stage Generating Resources, the lower limit of the fastest segment of a Generating Unit’s Operational Ramp Rate, as adjusted for the Generating Unit’s Forbidden Operating Regions, if any, and (2) for Multi-Stage Generating Resources, the minimum MW level of the fastest operational ramp rate across all configurations. if the resource is providing regulation, the lower limit of a Generating Unit’s Regulating Range.</p>	The CAISO’s original purpose in proposing this modification was to apply it to Multi-Stage Generators. Because there may still be resources that have Forbidden Operating Regions that are not modeled as multi-stage resources the CAISO has no objection to restoring the original reference to Forbidden Operating Regions.
Appendix U, § 3.9.1, first sentence	<p>The Six Cities commented that the proposed language as revised remains unclear and recommended the CAISO instead use the language proposed for Appendix DD, Section 7.5.13.1.</p> <p>If, at the time an Interconnection Customer achieves Commercial Operation, the actual MW capacity of its Generating Facility is reduced by no more than the greater of five percent (5%) of its MW capacity or 10 MW, but by no more</p>	The CAISO will make this change.



Response to Stakeholder Comments on Draft Tariff Language 2019 Tariff Clarifications

	than twenty-five percent (25%) of the MW capacity of the Generating Facility, can only be used once and such a reduction can only be used once and shall not constitute a breach of the Interconnection Customer’s obligations under the CAISO Tariff or its Generator Interconnection Agreement.	
Appendix U, §§ 4.4.6, 6.4, 7.6, 10.1	The Six Cities suggested the following revisions, for clarity: <u>Notwithstanding any other provision, all refunds pursuant to this Appendix DDU 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 it’s 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.</u>	The CAISO will make this change.
Appendix U, § 4.4.7	The Six Cities noted that a word is missing from the first time of this section and suggested inserting the word “response,” as follows: The CAISO’s response to modifications requested...	The CAISO will not insert the word “response,” instead it will insert “agreement,” consistent with CAISO Tariff Appendix DD, Section 6.7.4.
Appendix V, Appendix D	The Six Cities commented that the language “the recommendations offered by” should be removed from this section. Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, all	The CAISO will make this change.



Response to Stakeholder Comments on Draft Tariff Language 2019 Tariff Clarifications

	Participating TOs, market participants, and Interconnection Customers interconnected to the CAISO Controlled Grid to comply with the recommendations offered by Applicable Reliability Criteria the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority . All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.	
Appendix Y, § 3.10.1, first sentence	The Six Cities commented that the revised language in this section remains unclear and recommended the CAISO instead use language proposed for Appendix DD, Section 7.5.13.1, first sentence. If, at the time an Interconnection Customer achieves Commercial Operation, the actual MW capacity of its Generating Facility is reduced by no more than the greater of five percent (5%) of its MW capacity or 10 MW, but by no more than twenty-five percent (25%) of the MW capacity of the Generating Facility, can only be used once and such a reduction can only be used once and shall not constitute a breach of the Interconnection Customer's obligations under the CAISO Tariff or its Generator Interconnection Agreement.	The CAISO will make this change.
Appendix Y, § 6.9.2.3	The Six Cities suggest revisions for clarity, as follows: Appendix DDY 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	The CAISO will make this change.



Response to Stakeholder Comments on Draft Tariff Language 2019 Tariff Clarifications

	documents to facilitate it's 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.	
Appendix DD, §§ 3.5.1.1, 6.7.2.3, 8.9.2, 14.2.4.2	<p>The Six Cities suggest revisions for clarity, as follows:</p> <p>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 it's 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.</p>	The CAISO will make this change.
Appendix DD, § 3.5.1.1(b)	<p>The Six Cities note that a word is missing in this section:</p> <p>Should an Interconnection Request made under Section 3.5.1 be withdrawn by the Interconnection Customer or be deemed withdrawn by the CAISO by written notice under Section 3.8 more than thirty (30) calendar days after the Scoping Meeting, but on or before thirty (30) calendar days following the Results Meeting (or the latest date permitted under this GIDAP for a Results Meeting if a customer elects not to have a Results Meeting) for the Phase I Interconnection Study or the system impact and facilities study for Generating Facilities processed under the Independent Study Process, the CAISO shall refund to the Interconnection Customer the difference between (i) the Interconnection Customer's Interconnection Study Deposit and</p>	The CAISO will insert the word "GIDAP."



Response to Stakeholder Comments on Draft Tariff Language 2019 Tariff Clarifications

(ii) the greater of the costs the CAISO and Participating TOs have incurred on the Interconnection Customer's behalf or one-half of the original Interconnection Study Deposit up to a maximum of \$~~75~~100,000, including interest earned at the rate provided for in the interest-bearing account from the date of deposit to the date of withdrawal.