

June 25, 2018

**COMMENTS OF THE CITIES OF ANAHEIM, AZUSA, BANNING, COLTON,
PASADENA, AND RIVERSIDE, CALIFORNIA ON THE
PROPOSED REVISIONS TO THE *PRO FORMA* RELIABILITY MUST-RUN
CONTRACT – MUST RUN SERVICE AGREEMENT**

In response to the CAISO's request, the Cities of Anaheim, Azusa, Banning, Colton, Pasadena, and Riverside, California (collectively, the "Six Cities") provide their comments on the proposed revisions to the *pro forma* Reliability Must-Run Contract – Must-Run Service Agreement:

- (1) Section 2.2(b)(vi) – The proposed revision states that the Agreement may be terminated “by CAISO when FERC has finally accepted a replacement ...” (emphasis added). Is the reference to “final” acceptance by FERC intended to refer to the point when FERC’s order accepting the replacement *pro forma* Reliability Must-Run Contract is final and no longer subject to rehearing or appeal? If so, it may be preferable to state and define for the purpose of this section what constitutes a final FERC order. On the other hand, if the CAISO intends to terminate the existing RMR agreements upon issuance of a FERC order accepting the replacement, but not to wait for such order to become final and no longer subject to rehearing or appeal, then, for clarity, it would likely make sense to strike the word “finally” from the proposed addition.
- (2) Section 2.5(a) – The Six Cities suggest striking “of a Unit” from the newly added language so that it includes all redesignations under Section 2.2(f).

Submitted by,

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