

### ISO TARIFF APPENDIX BB

Prior to the date that the CAISO Tariff as filed in FERC Docket No. ER06-615 shall become effective, the CAISO will continue to operate as provided in the ISO Tariff in effect prior to such time. For purposes of activity related to the preparation for allocation, auction and transfer of Congestion Revenue Rights, the CAISO shall operate pursuant to this Appendix BB. This Appendix BB is included in the CAISO Tariff to set forth temporary provisions that are derived from conditionally accepted the CAISO Tariff in FERC Docket ER06-615 that enable the CAISO to implement certain activities in preparation of its first annual and monthly CRR Allocation and CRR Auction. These provisions enable the CAISO to: 1) register and qualify entities that intend to participate in the CRR Allocation, CRR Auction, or to transfer and obtain allocated or awarded CRRs through the Secondary Registration System; 2) provide to Market Participants any relevant information to enable such parties to participate in the CRR Allocation, CRR Auction or the Secondary Registration System; 3) obtain from Candidate CRR Holders eligible to participate in the CRR Allocation information necessary to verify the load metric that is eligible for allocation of CRRs; and 4) obtain from Participating TOs, entities that have TORs, and New Participating TOs the Transmission Rights and Transmission Curtailment Instructions that will be used to validate ETC, TOR and Converted Rights Self-Schedules submitted consistent with such rights as well as to model usage under such rights in the allocation and auction of CRRs.

This Appendix BB, therefore, does not replace or supersede the provisions contained in the ISO Tariff in effect prior to the effective date of the version of the tariff as filed and accepted in FERC Docket ER06-615, which will continue to apply until such time that the tariff provisions as filed and finally approved in Docket ER06-615 become fully effective. When all the provisions as filed and conditionally accepted in Docket ER06-615 become fully effective the CAISO will conform its tariff accordingly.

**PART A. INFORMATION TO BE PROVIDED BY THE CAISO TO MARKET PARTICIPANTS.**

The provisions of this Part A are necessary to enable the CAISO to provide information to Market Participants, Candidate CRR Holders, and CRR Holders that will enable entities to prepare for participation in the CRR Allocation and CRR Auction to be conducted in the summer and fall of 2007.

**6.5.1 Communication With Market Participants, Congestion Revenue Rights Participants, and the Public.**

**6.5.1.1 Market Participants With Non-Disclosure Agreements.**

**6.5.1.1.1** Annually, the CAISO shall provide information that will include, but is not limited to, the following:

- (a) CRR Full Network Model;
- (b) Constraints and interface definitions;
- (c) Load Distribution Factors for each CRR Allocation and CRR Auction that are published prior to the CRR Allocation and CRR Auction; and
- (d) Nominations and/or parameters to be used for modeling in each annual CRR Allocation and CRR Auction processes: Transmission Ownership Rights, Existing Contracts and Converted Rights expected usage, and Merchant Transmission CRRs.

**6.5.1.1.2** Monthly, the CAISO shall provide information that will include, but is not limited to, the following:

- (a) CRR Full Network Model;
- (b) Constraints and interface definitions;
- (c) Load Distribution Factors for each CRR Allocation and CRR Auction that is published prior to the CRR Allocation and CRR Auction; and
- (d) Nominations and/or parameters to be used for modeling in each monthly CRR Allocation and CRR Auction processes: Transmission Ownership Rights, Existing Contracts and Converted Rights expected usage, and Merchant Transmission CRRs.

**6.5.1.2 CRR Participants Without Non-Disclosure Agreements.**

**6.5.1.2.1** Annually, the CAISO shall provide CRR information specific to that CRR Holder or Candidate CRR Holder as it relates to participation in the annual CRR Allocation or CRR Auction.

**6.5.1.2.2** Monthly, the CAISO shall provide CRR information specific to that CRR Holder or Candidate CRR Holder as it relates to participation in the monthly CRR Allocation or CRR Auction.

**6.5.1.3 Public Market Information.**

**6.5.1.3.1** Annually, the CAISO shall publish the following information including, but not limited to:

- (a) Market Clearing Prices for all Aggregated PNodes used in the CRR Auction clearing for on-peak and off-peak;
- (b) CRR Holdings by CRR Holder (including):
  - (i) CRR Source name(s);
  - (ii) CRR Sink name(s);
  - (iii) CRR quantity (MW) for each CRR Source(s) and CRR Sink(s);
  - (iv) CRR start and end dates;
  - (v) Time of use specifications for the CRR(s); and
  - (vi) Whether the CRR is a CRR Option or CRR Obligation.

**6.5.1.3.2** Monthly, the CAISO shall publish the following information including, but not limited to:

- (a) Market Clearing Prices for all Aggregated PNodes used in the CRR Auction clearing for on-peak and off-peak;
- (b) CRR Holdings by CRR Holder (including):
  - (i) CRR Source name(s);
  - (ii) CRR Sink name(s);
  - (iii) CRR quantity (MW) for each CRR Source(s) and CRR Sink(s);
  - (iv) CRR start and end dates;
  - (v) Time of use specifications for the CRR(s); and
  - (vi) Whether the CRR is a CRR Option or a CRR Obligation.

**6.5.1.3.3** Seasonally, the CAISO shall publish the following information including, but not limited to:

- (a) Set of LDFs that represent typical seasonal on-peak and off-peak values, not used for Settlements, before the new season.

**6.5.1.4 Requirements to Obtain the CRR Full Network Model.**

The CAISO shall distribute the CRR Full Network Model only to those Market Participants and non-Market Participants that satisfy the following requirements and the related procedures set forth in the Business Practice Manual.

- (a) A Market Participant that is a member of the WECC and that requests the CRR Full Network Model: (i) shall execute the Non-Disclosure Agreement for CRR Full Network Model Distribution that is posted on the CAISO Website and (ii) shall provide to the CAISO a non-disclosure statement, the form of which is attached as an exhibit to the Non-Disclosure Agreement executed by the Market Participant, executed by each employee and consultant of the Market Participant who will have access to the CRR Full Network Model.

- (b) A Market Participant that is not a member of the WECC and that requests the CRR Full Network Model: (i) shall execute the Non-Disclosure Agreement for CRR Full Network Model Distribution that is posted on the CAISO Website, (ii) shall provide to the CAISO a fully executed WECC Non-Member Confidentiality Agreement for WECC Data, and (iii) shall provide to the CAISO a non-disclosure statement, the form of which is attached as an exhibit to the Non-Disclosure Agreement executed by the Market Participant, executed by each employee and consultant of the Market Participant who will have access to the CRR Full Network Model.
- (c) A non-Market Participant that is a member of the WECC and that requests the CRR Full Network Model: (i) shall reasonably demonstrate a legitimate business or governmental interest in the CAISO Markets, (ii) shall execute the Non-Disclosure Agreement for CRR Full Network Model Distribution that is posted on the CAISO Website, and (iii) shall provide to the CAISO a non-disclosure statement, the form of which is attached as an exhibit to the Non-Disclosure Agreement executed by the non-Market Participant, executed by each employee and consultant of the non-Market Participant who will have access to the CRR Full Network Model.
- (d) A non-Market Participant that is not a member of the WECC and that requests the CRR Full Network Model: (i) shall reasonably demonstrate a legitimate business or governmental interest in the CAISO Markets, (ii) shall execute the Non-Disclosure Agreement for CRR Full Network Model Distribution that is posted on the CAISO Website, (iii) shall provide to the CAISO a fully executed WECC Non-Member Confidentiality Agreement for WECC Data, and (iv) shall provide to the CAISO a non-disclosure statement, the form of which is attached as an exhibit to the Non-Disclosure Agreement executed by the non-Market Participant, executed by each employee and consultant of the non-Market Participant who will have access to the CRR Full Network Model.

**PART B. TRANSMISSION RIGHTS AND TRANSMISSION CURTAILMENT (TRTC)**  
**INSTRUCTIONS**

The provisions of this Part B are necessary to enable the CAISO to collect and implement the Transmission Rights and Transmission Curtailment Instructions that will be used to model ETCs, TORs, and Converted Rights in the CRR Allocation and CRR Auction to be conducted in the summer and fall of 2007.

**4.3.1.2.1** New Participating TOs shall complete TRTC Instructions for their Converted Rights as provided in Section 16.4.5 of this Appendix. To the extent such Converted Rights derive from ETCs with Original Participating TOs, the New Participating TOs and the appropriate Original Participating TO shall develop the TRTC Instructions together.

## **16.4 Transmission Rights and Transmission Curtailment Instructions**

### **16.4.1 Responsibility to Create TRTC Instructions**

Each Participating TO and Existing Rights holder will work with the CAISO to develop the Transmission Rights and Transmission Curtailment (“TRTC”) Instructions that allow Existing Contracts to be exercised in a way that: (i) maintains the existing scheduling and curtailment priorities under the Existing Contract; (ii) is minimally burdensome to the CAISO (i.e., creates the least impact on the CAISO’s preferred operational policies and procedures); (iii) to the extent possible, imposes no additional financial burden on either the Participating TO or the holder of Existing Rights (beyond that in the Existing Contract); (iv) consistent with the terms of the Existing Contracts, makes as much transmission capacity not otherwise utilized by the holder of Existing Rights available as possible to the CAISO for allocation to Market Participants; (v) is minimally burdensome to the Participating TO and the Existing Rights holder from an operational point of view; and (vi) does not require the CAISO to interpret or underwrite the economics of the Existing Contract. The parties to Existing Contracts will attempt to jointly develop and agree on any TRTC Instructions that will be submitted to the CAISO. The parties to an Existing Contract shall also be responsible to submit to the CAISO any other necessary operating instructions based on their contract interpretations needed by the CAISO to enable the CAISO to perform its duties.

### **16.4.2 Responsible PTO for Multiple Participating TO Parties to an Existing Contract.**

To the extent there is more than one Participating TO providing transmission service under an Existing Contract or there is a set of Existing Contracts which are interdependent from the point of view of submitting instructions to the CAISO involving more than one Participating TO, the relevant Participating TOs will designate a single Participating TO as the responsible PTO and will notify the CAISO accordingly. If no such responsible PTO is designated by the relevant Participating TOs or the CAISO is not notified of such designation, the CAISO shall designate one of them as the responsible PTO and notify the relevant Participating TOs accordingly. The responsible PTO designated pursuant to this section shall have the same responsibility as the Participating TO under this Section 16.4.



**16.4.3 Scheduling Coordinator Responsibilities**

The Scheduling Coordinator designated by the parties to an Existing Contract as the responsible entity for submitting ETC Self-Schedules for the relevant Existing Contract shall submit ETC Self-Schedules consistent with the terms and conditions specified in the TRTC Instructions.

**16.4.4 Submission of TRTC Instructions.**

For each Existing Contract, the Participating TO providing transmission service under the Existing Contract (or the responsible PTO identified in Section 16.4.2) shall be obligated to submit the TRTC Instructions to the CAISO electronically on behalf of the holders of Existing Rights, unless the parties to the Existing Contract agree otherwise. The Participating TO shall notify the CAISO in writing the identity of the responsible party for submission of the TRTC Instructions as decided by the parties to the Existing Contract and the term of such agreement between the parties to the Existing Contract. The Participating TO shall undertake all obligations with respect to the submission of the TRTC Instructions to the CAISO and any subsequent obligations that follow with respect to the creation, management and updates to the TRTC Instructions. The CAISO is responsible for implementing only one set of TRTC Instructions for each Existing Contract and only those TRTC Instructions that have been received and accepted by the CAISO. The Participating TO shall submit the TRTC Instructions to the CAISO associated with Existing Contracts or sets of interdependent Existing Contracts thirty (30) days prior to the date on which the scheduling or curtailment of the use of the Existing Rights is to change or commence.

**16.4.5 TRTC Instructions Content.**

TRTC Instructions will include the following information at a minimum and such other information as the CAISO may reasonably require the Participating TO to provide to enable the CAISO to carry out its functions under the CAISO Tariff, Operating Procedures and Business Practice Manuals:

- (1) A unique Contract Reference Number for each source and sink combination applicable to the Existing Contract (i.e., the CRN that will be assigned by the CAISO and

- communicated to the Participating TO that references a single Existing Contract or a set of interdependent Existing Contracts for each source and sink combination);
- (2) Whether the instruction can be exercised independent of the CAISO's day-to-day involvement ("Yes/No");
  - (3) Name of an operational single point of contact for instructions and a 24-hour a day telephone number for the Participating TO contact for Existing Contract issues or the agreed upon party;
  - (4) Name(s) and number(s) of Existing Contract(s) that are represented by the unique CRN;
  - (5) The following information as stored in the Master File: (a) the applicable Point(s) of Receipt and Point(s) of Delivery; (b) for each Point of Receipt, the resource names for the physical resources as the eligible sources (eligible physical sources include Generating Units and System Resources), and for each Point of Delivery the resource names for the physical resources as the eligible sinks (eligible physical sinks include Load PNodes, custom Load Aggregation Points and System Resources); (c) for each physical source or sink the maximum Existing Rights capacity (MW) that can be scheduled as an Existing Right under the Existing Contract; and (d) for each physical source and sink the Scheduling Coordinator(s) and their Business Associate Identification ("BAID") that is(are) eligible to submit ETC Self-Schedules utilizing these sources and sinks;
  - (6) Names of the party(ies) to the Existing Contract(s);
  - (7) The Scheduling Coordinator BAID that is entitled to the Settlement of reversal of Congestion Charges;
  - (8) Type(s) of service rights by the holder of the Existing Rights, by type of service (firm, conditional firm, or non-firm), with priorities for firm and conditional firm transmission services and maximum amounts of service right in MW;

- (9) Instructions for the allowable timeframes at which the ETC Self-Schedules and ETC Self-Schedule changes may be submitted to the CAISO, which include whether the Scheduling Coordinator may submit ETC Self-Schedules or ETC Self-Schedule changes: (a) into the DAM; (b) into the HASP and the RTM; (c) after the close of the bidding into the HASP and the RTM, but before T-20 minutes for that Trading Hour of Trading Day; and (d) at or after T-20 minutes and into the Trading Hour of Trading Day; in addition, the TRTC Instructions may also include any additional comments and restrictions on the submission time of ETC Self-Schedules and ETC Self-Schedule changes;
- (10) Term or service period(s) of the Existing Contract(s);
- (11) Any special procedures that would require the CAISO to implement curtailments in any manner different from pro rata reduction of the transfer capability of the transmission line; any such TRTC Instructions submitted to the CAISO must be clear, unambiguous, and not require the CAISO to make any judgments or interpretations as to the meaning intent, results, or purpose of the curtailment procedures or the Existing Contract and the section of the Existing Contract that provides this right for reference, otherwise, they will not be accepted by the CAISO;
- (12) The forecasted usage patterns for each Existing Contract for the upcoming annual period of the annual CRR release processes as well as for the upcoming monthly period of the monthly CRR release processes, which will consist of hourly MWh data over the whole year for those resources that will use the Existing Contract; this information will be considered by the CAISO in managing its accounting for usage of Existing Rights in the release of CRRs; this information shall not be used by the CAISO to validate ETC Self-Schedules when submitted by Scheduling Coordinators and therefore shall not affect the Existing Rights holder's ability to utilize its rights under the Existing Contract;

- (13) Whether or not the Existing Contract provides for the right to self-provide Ancillary Services; and
- (14) Specification of any contract requirements in the ETC that warrants special consideration in the implementation of the physical rights under the ETC.

**16.4.6 Changes and Updates to TRTC Instructions.**

Updates or changes to the TRTC Instructions must be submitted to the CAISO through a revised set of TRTC Instructions by the Participating TO, on an as needed or as required basis determined by the parties to the Existing Contracts. The CAISO will implement the updated or changed TRTC Instructions as soon as practicable but no later than seven (7) days after receiving clear and unambiguous details of the updated or changed instructions under normal conditions. If the CAISO finds the TRTC Instructions to be inconsistent with the CAISO Tariff, the CAISO will notify the Participating TO within forty-eight (48) hours after receipt of the updated or changed TRTC Instructions indicating the nature of the problem and allowing the Participating TO to resubmit the TRTC Instructions as if they were new, updated or changed TRTC Instructions. If the CAISO finds the updated or changed TRTC Instructions to be acceptable, the CAISO will time-stamp the updated TRTC Instructions as received, confirm such receipt to the Participating TO, and indicate the time at which the updated TRTC Instructions take effect if prior to the seven (7) day deadline referred to above. In the event of a System Emergency, the CAISO will implement such submitted changes to the TRTC Instructions as soon as practical.

**16.4.7 Treatment of TRTC Instructions.**

**16.4.7.1 TRTC Instructions Can Be Exercised Independently.**

To the extent that the TRTC Instructions can be exercised independently of the CAISO by the parties to the Existing Contract and the results forwarded to the CAISO, the TRTC Instructions shall be exercised by the Participating TOs, and the outcomes shall be forwarded to the CAISO. The determination of whether the TRTC Instructions can be “exercised independently of the CAISO by the parties to the Existing Contract” shall be made using the same procedures described in Section 16.4.8 of this Appendix.

**16.4.7.2 TRTC Instructions Cannot Be Exercised Independently.**

To the extent that the TRTC Instructions cannot be exercised independently of the CAISO and the results forwarded to the CAISO (because, for example, they require iteration with the CAISO’s Bid submission and scheduling process, would unduly interfere with the CAISO’s management of the Real-Time Market, including curtailments, or would unduly interfere with the ability of the holder of rights to exercise its rights), the TRTC Instructions will be provided to the CAISO for day-to-day implementation. The TRTC Instructions will be provided by the Participating TO to the CAISO for implementation unless the parties to the Existing Contracts otherwise agree that the holder of the Existing Rights will do so. For these TRTC Instructions, the Scheduling Coordinators representing the holders of Existing Rights will submit their Bids to the CAISO for implementation in accordance with the TRTC Instructions. In this case, the CAISO shall act as the scheduling agent for the Participating TO with regard to Existing Rights.

**16.4.8 CAISO Role in Existing Contracts.**

The CAISO will have no role in interpreting Existing Contracts. The parties to an Existing Contract will, in the first instance, attempt jointly to agree on any TRTC Instructions that will be submitted to the CAISO. In the event that the parties to the Existing Contract cannot agree upon the TRTC Instructions submitted by the parties to the Existing Contract, the dispute resolution provisions of the Existing Contract, if applicable, shall be used to resolve the dispute; provided that, until the dispute is resolved, and unless the Existing Contract specifies otherwise, the CAISO shall implement the Participating TO's TRTC Instructions. If both parties to an Existing Contract are Participating TOs and the parties cannot agree to the TRTC Instructions submitted by the parties, until the dispute is resolved, and unless the Existing Contract specifies otherwise, the CAISO shall implement the TRTC Instructions of the first Participating TO for which the Existing Contract is an Encumbrance. The CAISO shall not be responsible for resolution of any disputes that arise over the accuracy of the TRTC Instructions consistent with its obligations in Section 16.4.5 of this Appendix.

**16.4.9 Implementation of TRTC Instructions.**

The CAISO shall determine, based on the information provided by the Participating TOs under TRTC Instructions, the transmission capacities that (i) must be reserved for firm Existing Rights at Scheduling Points, (ii) may be allocated for use as CAISO transmission service (i.e., new firm uses), (iii) must be reserved by the CAISO for conditional firm Existing Rights, and (iv) remain for any non-firm Existing Rights for which a Participating TO has no discretion over whether or not to provide such non-firm service.

The CAISO shall coordinate the scheduling of Existing Rights with the scheduling of CAISO transmission service, using the CAISO's Bid submission rules. In doing so, the CAISO shall create an automated day-to-day verification process based on parameters provided by the Participating TO for the Existing Contract to serve as the basis for ETC Self-Schedule validation. The Participating TO will be responsible for: (1) the accuracy of the data files against which the CAISO will validate the ETC Self-Schedule; and (2) providing the data file to the holder of Existing Rights as well as the CAISO.

The CAISO shall recognize that the obligations, terms or conditions of Existing Contracts may not be changed without the voluntary consent of all parties to the contract (unless such contract may be changed pursuant to any applicable dispute resolution provisions in the contract or pursuant to Section 205 or Section 206 of the FPA and the FERC's Rules and Regulations or as otherwise provided by law).

The parties to Existing Contracts shall remain liable for their performance under the Existing Contracts. The CAISO shall be liable in accordance with the provisions of this CAISO Tariff for any damage or injury caused by its non-compliance with the TRTC Instructions submitted to it pursuant to this Section 16.4.

Unless specified otherwise, in the event that the dispute resolution mechanisms prescribed in an Existing Contract, including all recourses legally available under the contract, cannot, in the first instance, result in a resolution of such a dispute, the ISO ADR Procedures will be used to resolve any disputes between the CAISO and the Participating TO regarding any aspects of the implementation of this Section 16.4, including the reasonableness of a Participating TO's TRTC Instructions or any other decision rules which the Participating TO may submit to the CAISO as part of the TRTC Instructions. The holders of Existing Rights under the Existing Contract shall have standing to participate in the ISO ADR Procedures.



## **17.1 Transmission Rights and Transmission Curtailment Instructions**

### **17.1.1 Responsibility to Create TRTC Instructions**

To enable the CAISO to exercise its responsibilities as Control Area Operator in accordance with Applicable Reliability Criteria, each Non-Participating TO holding a TOR must work with the CAISO to develop the TRTC Instructions that allow the TOR to be accommodated in a way that: (i) maintains the existing scheduling and curtailment priorities of the TOR holder; (ii) is minimally burdensome to the CAISO (i.e., creates the least impact on the CAISO's preferred operational policies and procedures); (iii) to the extent possible, imposes no additional financial burden on the TOR holder (beyond that set forth in an applicable Existing Contract or any other contract pertaining to the TOR); (iv) is minimally burdensome to the TOR holder from an operational point of view; and (v) does not require the CAISO to interpret or underwrite the economics of any applicable Existing Contract. To enable the CAISO to exercise its responsibilities as Control Area Operator in accordance with Applicable Reliability Criteria, the parties holding joint ownership interests and Entitlements in facilities including TORs must attempt to jointly develop and agree on any TRTC Instructions that will be submitted to the CAISO. TOR holders and any other parties holding joint ownership interests and Entitlements in facilities including TORs shall also be responsible to submit to the CAISO any other necessary operating instructions based on their interpretations of the agreements applicable to those TORs and joint ownership interests and Entitlements needed by the CAISO to enable the CAISO to perform its duties.

### **17.1.2 TOR Scheduling Coordinator Responsibilities**

To enable the CAISO to exercise its responsibilities as Control Area Operator in accordance with Applicable Reliability Criteria, each TOR holder must designate a Scheduling Coordinator as the responsible entity for submitting TOR Self-Schedules for the relevant TOR. The designated Scheduling Coordinator shall submit TOR Self-Schedules consistent with the terms and conditions specified in the TRTC Instructions.

**17.1.3 Submission of TRTC Instructions.**

For each TOR, the Non-Participating TO holding the TOR shall be obligated to submit TRTC Instructions to the CAISO electronically, unless the Non-Participating TO specifies to the CAISO otherwise. The Non-Participating TO shall notify the CAISO in writing the identity of the responsible party for submission of the TRTC Instructions, subject to the terms of any applicable Existing Contract that may specify the responsible party for submission of the TRTC Instructions and the term of such agreement between the parties to the Existing Contract. The Non-Participating TO shall undertake all obligations with respect to the submission of the TRTC Instructions to the CAISO and any subsequent obligations that follow with respect to the creation, management and updates to the TRTC Instructions. The CAISO is responsible for implementing only one set of TRTC Instructions for each TOR and for implementing only those TRTC Instructions that have been received and accepted by the CAISO. The Non-Participating TO shall submit the TRTC Instructions to the CAISO associated with its TORs thirty (30) days prior to the date on which the scheduling or curtailment of the use of the TORs is to change or commence.

**17.1.4 TRTC Instructions Content.**

TRTC Instructions will include the following information at a minimum and such other information as the CAISO may reasonably require the Non-Participating TO holder of a TOR to provide to enable the CAISO to carry out its functions under the CAISO Tariff, Operating Procedures and Business Practice Manuals:

- (1) A unique Contract Reference Number for each source and sink combination applicable to the TOR (TOR reference number or CRN that will be assigned by the CAISO and communicated to the Non-Participating TO that references a single TOR or a set of interdependent TORs for each source and sink combination);
- (2) Whether the instruction can be exercised independent of the CAISO's day-to-day involvement ("Yes/No");

- (3) Name of an operational single point of contact for instructions and a 24-hour a day telephone number for the Non-Participating TO contact for TOR issues or the agreed upon party;
- (4) Name(s) and number(s) of TOR(s) that are represented by the unique CRN;
- (5) The following information, as stored in the Master File: (a) the applicable Point(s) of Receipt and Point(s) of Delivery; (b) for each Point of Receipt, the resource names for the physical resources as the eligible sources (eligible physical sources include Generating Units and System Resources), and for each Point of Delivery the resource names for the physical resources as the eligible sinks (eligible physical sinks include Load PNodes, Custom Load Aggregation Points and System Resources); (c) for each physical source or sink the maximum capacity (MW) that can be scheduled as a TOR under the Existing Contract; and (d) for each physical source and sink the Scheduling Coordinator(s) and their Business Associate Identification ("BAID") that is(are) eligible to submit TOR Self-Schedules utilizing these sources and sinks;
- (6) Names of the party(ies) holding the TOR(s) and the parties to any agreements applicable to the TORs;
- (7) The Scheduling Coordinator BAID that is entitled to the Settlement of reversal of Congestion Charges;
- (8) Amount of TORs, in maximum MW, that may be utilized under the relevant TRTC Instructions;
- (9) Instructions for the allowable timeframes at which the TOR Self-Schedules and TOR Self-Schedule changes may be submitted to the CAISO, which include whether the Scheduling Coordinator may submit TOR Self-Schedules or TOR Self-Schedule changes: (a) into the DAM; (b) into the HASP and the RTM; (c) after the close of the bidding into the HASP and the RTM, but before T-20 minutes for that Trading Hour of

Trading Day; and (d) at or after T-20 minutes and into the Trading Hour of Trading Day; in addition, the Non-Participating TO may also provide any additional comments and restrictions on the submission time of TOR Self-Schedules and TOR Self-Schedule changes;

- (10) Term of ownership interest in the TOR(s) and of any agreements applicable to the TOR(s);
- (11) Any special procedures that would require the CAISO to implement curtailments in any manner different than pro rata reduction of the transfer capability of the transmission line; any such instructions submitted to the CAISO must be clear, unambiguous, and not require the CAISO to make any judgments or interpretations as to the meaning intent, results, or purpose of the curtailment procedures or of any applicable Existing Contract, otherwise, they will not be accepted by the CAISO; and
- (12) Whether or not the TOR provides the right to self-provide Ancillary Services.

#### **17.1.5 Changes and Updates to TRTC Instructions.**

Updates or changes to the TRTC Instructions must be submitted to the CAISO through a revised set of TRTC Instructions by the Non-Participating TO, on an as needed or as required basis. The CAISO will implement the updated or changed TRTC Instructions as soon as practicable but no later than seven (7) days after receiving clear and unambiguous details of the updated or changed instructions under normal conditions. If the CAISO finds the TRTC Instructions to be inconsistent with the CAISO Tariff, the CAISO will notify the Non-Participating TO within forty-eight (48) hours after receipt of the updated or changed TRTC Instructions indicating the nature of the problem and allowing the Non-Participating TO to resubmit

the TRTC Instructions as if they were new, updated or changed TRTC Instructions. If the CAISO finds the updated or changed TRTC Instructions to be acceptable, the CAISO will time-stamp the updated TRTC Instructions as received, confirm such receipt to the Non-Participating TO, and indicate the time at which the updated instructions take effect if prior to the seven (7) day deadline referred to above. In the event of a System Emergency, the CAISO will implement such submitted changes to the TRTC Instructions as soon as practical.

**17.1.6 CAISO Role in Accepting TRTC Instructions.**

The parties holding joint ownership interests and Entitlements in a facility including a TOR must, in the first instance, attempt jointly to agree on any TRTC Instructions that will be submitted to the CAISO. In the event that the parties holding joint ownership interests and Entitlements in a facility including a TOR cannot agree upon the TRTC Instructions, the dispute resolution provisions of any applicable Existing Contract shall be used to resolve the dispute; provided that, until the dispute is resolved, and unless the applicable Existing Contract specifies otherwise, the CAISO shall implement the Participating TO's TRTC Instructions, if one of the parties holding a joint ownership interest or an Entitlement in the facility is a Participating TO. If no party holding a joint ownership interest or Entitlement in a facility including a TOR is a Participating TO and the parties cannot agree to the TRTC Instructions to be submitted by the parties, until the dispute is resolved, the CAISO shall implement the TRTC Instructions of the Non-Participating TO with the greatest ownership interest in the TOR. The CAISO shall not be responsible for resolution of any disputes that arise over the accuracy of the TRTC Instructions consistent with its obligations in Section 17.1.4 of this Appendix.

**17.1.7 Implementation of TRTC Instructions.**

The CAISO shall determine, based on the information provided by the Non-Participating TOs under TRTC Instructions, the transmission capacities that must be reserved for TORs at Scheduling Points.

The CAISO shall coordinate the scheduling of TORs with the scheduling of CAISO transmission service, using the CAISO's Bid submission rules. In doing so, the CAISO shall create an automated day-to-day verification process based on parameters provided by the Non-Participating TO for the TOR to serve as the basis for TOR Self-Schedule validation. The Non-Participating TO will be responsible for: (1) the accuracy of the data files against which the CAISO will validate the TOR Self-Schedule; and (2) providing the data file to the CAISO.

The TOR holders shall remain liable for their performance under any applicable Existing Contracts or other agreements pertaining to their TORs. The CAISO shall be liable in accordance with the provisions of this CAISO Tariff for any damage or injury caused by its non-compliance with the TRTC Instructions submitted to it pursuant to this Section 17.1.

Unless specified otherwise, in the event that the dispute resolution mechanisms prescribed in an Existing Contract applicable to a TOR, including all recourses legally available under the contract, cannot, in the first instance, result in a resolution of such a dispute, the ISO ADR Procedures will be used to resolve any disputes between the CAISO and the Non-Participating TO regarding any aspects of the implementation of this Section 17.1, including the reasonableness of a Non-Participating TO's TRTC Instructions or any other decision rules which the Non-Participating TO may submit to the CAISO as part of the TRTC Instructions. The holders of TORs shall have standing to participate in the ISO ADR Procedures.

**PART C. MSS OPERATOR SETTLEMENT OPTIONS**

In preparation for the first annual CRR Allocation to be held in 2007 prior to the date on which the version of the CAISO Tariff as filed and accepted in FERC Docket No. ER06-615 shall become effective, an MSS Operator Candidate CRR Holder's load eligibility for allocation of CRRs in the annual and monthly CRR Allocation will depend on its election of Settlement options as follows.



**[NOT USED]**

**[NOT USED]**

**[NOT USED]**

**4.9.13.1 Gross or Net Settlement.**

An MSS Operator has the option to settle with the CAISO on either a gross basis or a net basis for its Load and generating resources. This election shall be made annually for a period consistent with annual CRR Allocation. If the MSS Operator elects net settlement, then CRRs would be allocated on MSS net Load and the MSS may choose the MSS LAP as its CRR Sink in the first tiers of CRR Allocation. If the MSS Operator elects gross settlement, then CRRs would be allocated on a gross load basis and the MSS may not choose the MSS LAPs as its CRR Sink in the first tiers of CRR Allocation.

**PART D. CANDIDATE CRR HOLDER AND CRR HOLDER REQUIREMENTS**

The provisions of this Part D are necessary to enable the CAISO to register and certify Candidate CRR Holders in advance of their participation in the CRR Allocation and CRR Auction to be conducted in the summer and fall of 2007.

**4.10 Candidate CRR Holder and CRR Holder Registration.**

Only entities that are registered and qualified as a Candidate CRR Holder or CRR Holder shall: 1) submit nominations to CRR Allocations; 2) submit bids to CRR Auctions; and 3) register as a CRR Holder through the Secondary Registration System. In order to be registered and qualified as Candidate CRR Holders or CRR Holders, entities must have met the all of the requirements specified in this Section 4.10.

**4.10.1 Procedure to Become a Candidate CRR Holder.**

**4.10.1.1 Candidate CRR Holder Application.**

To become a Candidate CRR Holder, a Candidate CRR Holder applicant must submit a completed written application, as provided in the applicable form posted on the CAISO Website, to the CAISO by mail, or in person. A Candidate CRR Holder applicant may retrieve the application and necessary information from the CAISO Website.

**4.10.1.2 CAISO Information.**

The CAISO will provide the following information, in its most current form, on the CAISO Website and, upon request by a Candidate CRR Holder applicant, the CAISO will send the requested information by electronic mail:

- (a) the Candidate CRR Holder application form;
- (b) the CAISO Tariff and Business Practice Manuals; and
- (c) an application for an Unsecured Credit Limit for Candidate CRR Holder applicants requesting an Unsecured Credit Limit in lieu of another form of Financial Security.

**4.10.1.3 Candidate CRR Holder Applicant Submits Application.**

At least 60 days before the proposed commencement of the CRR Allocation or CRR Auction, or the effective date of the CRR transfer through the Secondary Registration System, in which a Candidate CRR Holder desires to participate as applicable, the Candidate CRR Holder applicant must return a completed application form with the non-refundable application fee set by the CAISO Governing Board to cover the application processing costs and the costs of furnishing the CAISO Tariff and other documents.

**4.10.1.4 Notice of Receipt.**

Within three (3) Business Days of receiving the application, the CAISO will send a written notification to the Candidate CRR Holder applicant that it has received the application and the non-refundable fee.

**4.10.1.5 CAISO Review of Application.**

Within ten (10) Business Days after receiving an application, the CAISO will notify the Candidate CRR Holder applicant whether the Candidate CRR Holder applicant has fulfilled all necessary information as set forth in Section 4.10.1 of this Appendix. If the Candidate CRR Holder applicant fails to fulfill all application requirements within a year from the date that the CAISO acknowledges receipt of the Candidate CRR Holder application, the application will be nullified and the applicant will be required to resubmit a new application in order to reinstate its status as a Candidate CRR Holder applicant.

**4.10.1.5.1 Information Requirements.**

The Candidate CRR Holder applicant must submit with its application:

- (a) the proposed date for commencement of the CRR Allocation, CRR Auction or Secondary Registration System in which the applicant intends to qualify to participate, which may not be less than sixty (60) days after the date the application was filed, unless waived by the CAISO;

- (b) Financial Security information as set forth in Sections 12.1 and 12.6 of the ISO  
Tariff;
- (c) proof of completion of CRR training or expected completion of CRR training; and
- (d) the prescribed non-refundable application fee.

**4.10.1.5.2 Candidate CRR Holder Load Serving Entity Certifications.**

A Candidate CRR Holder applicant that intends to obtain CRRs through the CRR Allocation process must certify that it qualifies as a Load Serving Entity as defined in the CAISO Tariff. A Candidate CRR Holder applicant that intends to participate in the CRR Allocation for load it serves located outside the CAISO Control Area must certify that it qualifies as that load's load serving entity and prior to actual participation in the CRR Allocation will also be required to fulfill the requirements in Section 36.9 of this Appendix.



**4.10.1.6 Deficient Application.**

In the event that the CAISO has determined that the Candidate CRR Holder application as submitted is deficient the CAISO will send a written notification of the deficiency to the Candidate CRR Holder applicant within ten (10) Business Days of receipt by the CAISO of the application explaining the deficiency and requesting additional information.

**4.10.1.6.1 Candidate CRR Holder Applicant's Additional Information.**

Once the CAISO requests additional information, the Candidate CRR Holder applicant has five (5) Business Days, or such longer period as the CAISO may agree, to provide the additional material requested by the CAISO.

**4.10.1.6.2 No Response from Candidate CRR Holder Applicant.**

If the Candidate CRR Holder applicant does not submit additional information within five (5) Business Days or the longer period referred to in Section 4.10.1.6.1 of this Appendix, the application may be rejected by the CAISO.

**4.10.1.7 CAISO Acceptance or Rejection of an Application.**

**4.10.1.7.1 Acceptance or Rejection Notification.**

- (a) If the CAISO accepts the application, it will send a written notification to the Candidate CRR Holder applicant stating that its application has been accepted.
- (b) If the CAISO rejects the application, the CAISO will send a rejection letter stating one or more of the following grounds:
  - i. incomplete information;
  - ii. non-compliance with Financial Security requirements; or
  - iii. non-compliance with any other CAISO Tariff requirements.

Upon request, the CAISO will provide guidance as to how the Candidate CRR Holder applicant can cure the grounds for the rejection.

**4.10.1.7.2 Time for Processing Application.**

The CAISO will make a decision whether to accept or reject the application within ten (10) Business Days of receipt of the application. If more information is requested, the CAISO will make a final decision within ten (10) Business Days of the receipt of all outstanding or additional information requested.

**4.10.1.8 Candidate CRR Holder Applicant's Response.**

**4.10.1.8.1 Candidate CRR Holder Applicant's Acceptance.**

If the CAISO accepts the application, the Candidate CRR Holder applicant must return an executed CRR Entity Agreement and any required letter of credit, guaranty, escrow agreement or other form of Financial Security for the CAISO Security Amount, as applicable.

**4.10.1.8.2 Candidate CRR Holder Applicant's Rejection.**

**4.10.1.8.2.1 Resubmittal.**

If a Candidate CRR Holder's application is rejected, the Candidate CRR Holder applicant may resubmit its application at any time. An additional application fee will not be required for the second application submitted within six (6) months after the CAISO's issuance of a rejection.

**4.10.1.8.2.2 Appeal.**

The Candidate CRR Holder applicant may also appeal against the rejection of an application by the CAISO. An appeal must be submitted within twenty (20) Business Days following the CAISO's issuance of a rejection of its application.

**4.10.1.9 Final Registration and Qualification of Candidate CRR Holder Applicant.**

**4.10.1.9.1 Notice of Completed Registration and Qualification of Candidate CRR Holder.**

Once the CAISO has accepted a Candidate CRR Holder applicant's application, the CAISO will provide the Candidate CRR Holder applicant with a final written notice to certify that a Candidate CRR Holder applicant has become a Candidate CRR Holder. The CAISO shall issue such final written notice of full registration and qualification as a Candidate CRR Holder after the CAISO has determined that the Candidate CRR Holder applicant has fully satisfied all the following requirements:

- (a) fully executed a CRR Entity Agreement with the CAISO;
- (b) provided its bank account information and arranged for Fed-Wire transfers;
- (c) met the Financial Security requirements of Sections 12.1 and 12.6 of the ISO Tariff;
- (d) certified that it has attended required CRR training; and
- (e) obtained and installed any necessary software for communication with the CAISO as necessary.

**4.10.1.9.2 Market Notice**

The CAISO shall issue a Market Notice stating the new Candidate CRR Holder status.

**4.10.2 Candidate CRR Holder's and CRR Holder's Ongoing Obligations After Registration and Qualification.**

**4.10.2.1 Candidate CRR Holder and CRR Holder Obligation to Report Changes.**

**4.10.2.1.1 Obligation to Report a Change in Filed Information.**

Each Candidate CRR Holder and CRR Holder has an ongoing obligation to inform the CAISO of any changes to any of the information submitted by it to the CAISO as part of its application to become a Candidate CRR Holder, including any changes to the additional information requested by the CAISO. The applicable Business Practice Manual sets forth the procedures for changing the Candidate CRR Holder or CRR Holder information and timing of notifying the CAISO of such changes.

**4.10.2.1.2 Obligation to Report a Material Change in Financial Condition.**

The Candidate CRR Holder or CRR Holder that has been granted Unsecured Credit Limit has an ongoing obligation to inform the CAISO within five (5) Business Days of any Material Change in Financial Condition including but not limited to credit rating changes described in Section 12.1.1.3 of the CAISO Tariff.

**4.10.2.2 Failure to Promptly Report a Material Change.**

If a Candidate CRR Holder or CRR Holder fails to inform the CAISO of a material change in its information provided to the CAISO including a Material Change in Financial Condition, that may affect the Financial Security of the CAISO, the CAISO may suspend or terminate the Candidate CRR Holder or CRR Holder's rights under the CAISO Tariff in accordance with the terms of Section 12.3 of the CAISO Tariff and Section 4.10.4.2 of this Appendix, respectively. If the CAISO intends to terminate the Candidate CRR Holder's status, it shall file a notice of termination with FERC in accordance with the terms of the CRR Entity Agreement. Such termination shall be effective upon acceptance by FERC of a notice of termination in accordance with the terms of the CRR Entity Agreement.

**4.10.3 Termination of a CRR Entity Agreement.**

**4.10.3.1 Prior Notice Requirements.**

- (a) A CRR Entity Agreement may be terminated by the CAISO on written notice to the Candidate CRR Holder or CRR Holder that is a party to the CRR Entity Agreement in accordance with the terms of the CRR Entity Agreement:
- (i) if the Candidate CRR Holder or CRR Holder no longer meets the requirements for eligibility set out in Section 4.10 of this Appendix and fails to remedy the default within a period of seven (7) days after the CAISO has given written notice of the default;
  - (ii) if the Candidate CRR Holder or CRR Holder fails to pay any sum under this CAISO Tariff and fails to remedy the default within a period of five (5) Business Days after the CAISO has given written notice of the default; or
  - (iii) if the Candidate CRR Holder or CRR Holder commits any other default under this CAISO Tariff or any of the Business Practice Manuals which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given it written notice of the default.
- (b) The Candidate CRR Holder or CRR Holder may terminate its CRR Entity Agreement in accordance with the provisions of that agreement.
- (c) Upon termination of the CRR Entity Agreement, Candidate CRR Holders or CRR Holders shall continue to be liable for any outstanding financial or other obligations incurred under the CAISO Tariff as a result of their status as a Candidate CRR Holder or CRR Holder.

- (d) The CAISO shall, following termination of a CRR Entity Agreement and within thirty (30) days of being satisfied that no sums remain owing by the Candidate CRR Holder or CRR Holder under the CAISO Tariff, return or release to the Candidate CRR Holder or CRR Holder, as appropriate, any Financial Security support provided by such Candidate CRR Holder or CRR Holder to the CAISO under Sections 12.1 and 12.6 of the CAISO Tariff.

#### **4.10.3.2 Suspension of Registration and Qualification**

Pending FERC acceptance of termination of service pursuant to the filing of a notice of termination of the CRR Entity Agreement, the CAISO will suspend the registration and qualification of a Candidate CRR Holder or CRR Holder that has received a notice of termination under the CRR Entity Agreement and the Candidate CRR Holder will not be able to submit nominations in the CRR Allocation or bids in the CRR Auction, or to register as a CRR Holder in the Secondary Registration System.

**[NOT USED]**



**PART E. PRO FORMA CRR ENTITY AGREEMENT**

The provisions of this Part E are necessary to enable the CAISO to establish the terms of a *pro forma* service agreement by which the CASIO will enter into a direct relationship with entities that desire to participate in the CRR Allocation and CRR Auction to be conducted in the summer and fall of 2007.

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**CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

**AND**

**[CONGESTION REVENUE RIGHTS ENTITY]**

**CRR ENTITY AGREEMENT**

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**CRR ENTITY AGREEMENT**

**THIS AGREEMENT** is dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is entered into, by and between:

(1) **[Full Legal Name]** having its registered and principal place of business located at **[Address]** (the "CRR Entity");

and

(2) **California Independent System Operator Corporation**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, initially 151 Blue Ravine Road, Folsom, California 95630 (the "CAISO").

The CRR Entity and the CAISO are hereinafter referred to individually as a "Party" and collectively as the "Parties."

**Whereas:**

- A.** The CAISO Tariff provides that any entity that holds or intends to hold CRRs must register and qualify with the CAISO and comply with the terms of the CAISO Tariff, regardless of whether they are to acquire CRRs through the CRR Allocation or CRR Auction, or through the Secondary Registration System.
- B.** The CRR Entity has completed the Candidate CRR Holder application process and is eligible to participate in the CRR Allocation or CRR Auction or register as a CRR Holder through the Secondary Registration System.
- C.** The CAISO Tariff further provides that any entity who wishes to participate in the CRR Allocation or CRR Auction or register as a CRR Holder through the Secondary Registration System must meet all of the Candidate CRR Holder requirements and creditworthiness provisions in the CAISO Tariff and the relevant Business Practice Manual, including demonstration of its ability to accommodate the financial responsibility associated with holding CRRs.
- D.** The CRR Entity intends to obtain CRRs either through the CRR Allocation or CRR Auction or to register as a CRR Holder through the Secondary Registration System and, therefore, wishes to undertake to the CAISO that it will comply with the applicable provisions of the CAISO Tariff.
- E.** The Parties are entering into this Agreement in order to establish the terms and conditions pursuant to which the CAISO and the CRR Entity will discharge their respective duties and responsibilities under the CAISO Tariff.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

**ARTICLE I  
DEFINITIONS AND INTERPRETATION**

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement in Appendix A of the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
  - (b) the singular shall include the plural and vice versa;
  - (c) the masculine shall include the feminine and neutral and vice versa;
  - (d) "includes" or "including" shall mean "including without limitation";
  - (e) references to a Section, Article, or Schedule shall mean a Section, Article, or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
  - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented, or restated through the date as of which such reference is made;
  - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced, or restated from time to time;
  - (h) unless the context otherwise requires, any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization, or other entity, in each case whether or not having separate legal personality;
  - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
  - (j) any reference to a day, week, month, or year is to a calendar day, week, month, or year; and
  - (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

**ARTICLE II  
ACKNOWLEDGEMENTS OF CRR ENTITY AND CAISO**

- 2.1 Scope of Application to Parties.** The CRR Entity and CAISO acknowledge that all Candidate CRR Holders or CRR Holders must sign this Agreement in accordance with section 4.10.1.9.1 of the CAISO Tariff.

**ARTICLE III  
TERM AND TERMINATION**

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by both Parties or the date accepted for filing and made effective by FERC if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** Subject to Article V, the CAISO may terminate this Agreement by giving written notice to the CRR Entity of termination in the event that the CRR Entity commits any material default under this Agreement and/or the CAISO Tariff as it pertains to this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to the CRR Entity, written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement or unless the CAISO agrees, in writing, to an extension of the time to remedy such material default. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met and (2) the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default or (3) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.
- 3.2.2 Termination by CRR Entity.** In the event that the CRR Entity is no longer a CRR Holder, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days' written notice; provided, however any outstanding financial right or obligation or any other obligation under the CAISO Tariff of the Candidate CRR Holder or CRR Holder that have arisen while the CRR Entity was a Candidate CRR Holder or a CRR Holder, and any provision of this Agreement necessary to give effect to such right or obligation shall survive until satisfied. With respect to any notice of termination given pursuant to this Section, the ISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met and (2) the CAISO files the notice of termination within sixty (60) days after receipt of such request or (3) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the CRR Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

**ARTICLE IV  
GENERAL TERMS AND CONDITIONS**

- 4.1 CRR Holder Requirements.** The CRR Entity must register and qualify with the CAISO and comply with all terms of the CAISO Tariff applicable to Candidate CRR Holders or CRR Holders, regardless of the manner in which they acquire CRRs whether by CRR Allocation, CRR Auction, or through the Secondary Registration System.
- 4.2 CRR Holder Creditworthiness Requirements.** The CRR Entity must comply with the requirements for creditworthiness applicable to Candidate CRR Holders or CRR Holders, including the creditworthiness provisions of the CAISO Tariff and the relevant Business Practice Manual.
- 4.3 Settlement Account.** The CRR Entity shall maintain at all times an account with a bank capable of Fed-Wire transfer to which credits or debits shall be made in accordance with the billing and Settlement provisions of Section 11 of the CAISO Tariff. Such account shall be the account referred to in Schedule 2 hereof or as notified by the CRR Entity to the CAISO from time to time by giving at least seven (7) days written notice before the new account becomes operational. Such changes to Schedule 2 shall not constitute an amendment to this Agreement.
- 4.4 Electronic Contracting.** All submitted applications, bids, confirmations, changes to information on file with the CAISO and other communications conducted via electronic transfer (*e.g.*, direct computer link, FTP file transfer, bulletin board, e-mail, facsimile or any other means established by the CAISO) shall have the same legal rights, responsibilities, obligations and other implications as set forth in the terms and conditions of the CAISO Tariff as if executed in written format.
- 4.5 Agreement Subject to CAISO Tariff.** The Parties will comply with all provisions of the CAISO Tariff applicable to Candidate CRR Holders or CRR Holders. This Agreement shall be subject to the CAISO Tariff, which shall be deemed to be incorporated herein.

**ARTICLE V  
PERFORMANCE**

- 5.1 Penalties.** The CRR Entity shall be subject to all penalties made applicable to Candidate CRR Holders and CRR Holders set forth in the CAISO Tariff. Nothing in this Agreement, with the exception of the provisions relating to ADR, shall be construed as waiving the rights of the CRR Entity to oppose or protest the specific imposition by the CAISO of any FERC-approved penalty on the CRR Entity.
- 5.2 Corrective Measures.** If the CRR Entity of the CAISO fails to meet or maintain the requirements set forth in this Agreement and/or the CAISO Tariff as it pertains to this Agreement, the CAISO or the CRR Entity shall be permitted to take any of the measures, contained or referenced in the CAISO Tariff, which the Party seeking enforcement deems to be necessary to correct the situation.

**ARTICLE VI  
COSTS**

- 6.1 Operating and Maintenance Costs.** The CRR Entity shall be responsible for all its costs incurred in connection with all its CRR related activities.

**ARTICLE VII  
DISPUTE RESOLUTION**

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the ISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the CRR Entity and references to the CAISO Tariff shall be read as references to this Agreement.

**ARTICLE VIII  
REPRESENTATIONS AND WARRANTIES**

- 8.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

**ARTICLE IX  
LIABILITY**

- 9.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the CRR Entity and references to the CAISO Tariff shall be read as references to this Agreement.

**ARTICLE X  
UNCONTROLLABLE FORCES**

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the CRR Entity and references to the CAISO Tariff shall be read as references to this Agreement.

**ARTICLE XI  
MISCELLANEOUS**

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the

CAISO Tariff and other CAISO Tariff requirements as applied to Candidate CRR Holders or CRR Holders. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

- 11.2 Notices.** Any notice, demand, or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes to Schedule 1 shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waivers at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the ISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: (i) any court of the State of California, (ii) any federal court of the United States of America located in the State of California, except to the extent subject to the protections of the Eleventh Amendment of the United States Constitution or, (iii) where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereto and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 11.8 Section Headings.** Section headings provided in this Agreement are for ease of reading and are not meant to interpret the text in each Section.

**11.9 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. If the amendment does not require FERC approval, the amendment will be filed with FERC for informational purposes. Nothing herein shall be construed as affecting in any way the right of the CAISO to make unilateral application to FERC for a change in the rates, terms, and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder. The standard of review the Commission shall apply when acting upon proposed modifications to this Agreement by the CAISO shall be the "just and reasonable" standard of review rather than the "public interest" standard of review. The standard of review the Commission shall apply when acting upon proposed modifications to this Agreement by the Commission's own motion or by a signatory other than the CAISO or non-signatory entity shall also be the "just and reasonable" standard of review. Schedules 1 and 2 are provided for informational purposes and revisions to those schedules do not constitute a material change in the Agreement warranting Commission review.

**11.10 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

**California Independent System Operator Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[Name of CRR Entity]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE 1**

**NOTICES**  
**[Section 11.2]**

**CRR Entity**

Name of Primary

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Name of Alternative

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

**CAISO**

Name of Primary

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name of Alternative

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**SCHEDULE 2**  
**SETTLEMENT ACCOUNT**  
**[SECTION 4.3]**

**CRR Entity Account Information**

Settlement Account No:

\_\_\_\_\_

Title:

\_\_\_\_\_

Sort Code:

\_\_\_\_\_

Bank:

\_\_\_\_\_

**PART F. MISCELLANEOUS SECTIONS**

**27.2 Load Aggregation Points (LAP).**

The CAISO shall create Load Aggregation Points and shall maintain Default LAPs at which all Demand shall Bid and be settled, except as provided in Section 27.2.1 and Section 30.5.3.2 of this Appendix.

**27.2.1 Metered Subsystems.**

The CAISO shall define specific MSS-LAPs for each MSS. The MSS LAP shall be made up the PNodes within the MSS that have Load served off of those Nodes. The MSS-LAPs have unique Load Distribution Factors that reflect the distribution of the MSS Demand to the network nodes within the MSS. These MSS LAPs are separate from the Default LAPs, and the load distribution factors of the Default LAP do not reflect any MSS Load.

**30.5.3.2 Exceptions to Requirement for Submission of Demand Bids and Settlement at the LAP.**

The following are exceptions to the requirement that Demand Bids be submitted and settled at the LAP:

- (a) ETC or TOR Self-Schedules submitted consistent with the submitted TRTC Instructions;
- (b) Participating Load Bids for Supply and Demand may be submitted and settled at a PNode; and
- (c) Export Bids are submitted and settled at Scheduling Points, which do not constitute a LAP.

**PART G. DEFINITIONS**

Unless defined in this Appendix BB or the context otherwise requires, all capitalized terms and expressions used in this Appendix BB shall have the meaning as defined in the Master Definitions Supplement in Appendix A. The following capitalized terms and expressions used in this Appendix BB shall have the meanings set forth below unless otherwise stated or the context otherwise requires. If two or more capitalized terms are used together in a manner not uniquely defined in Appendix A or this Appendix BB, the meanings of each defined term apply.

<b>Aggregated PNodes</b>	A Load Aggregation Point, Trading Hub or any group of Pricing Nodes as defined by the CAISO.
<b>Bid</b>	An offer for the Supply or Demand of Energy or Ancillary Services, including Self-Schedules, submitted by Scheduling Coordinators for specific resources, conveyed through several components that apply differently to the different types of service offered to or demanded from any of the CAISO Markets.
<b>Business Practice Manual (BPM)</b>	A collection of documents made available by the CAISO on the CAISO Website that contain the rules, policies, procedures and guidelines established by the CAISO for operational, planning, accounting and settlement requirements of CAISO Market activities, consistent with the CAISO Tariff.
<b>CAISO</b>	The California Independent System Operator Corporation, a California non-profit public benefit corporation that operates the transmission facilities of all Participating TOs and dispatches certain Generating Units and Loads
<b>CAISO Markets</b>	Any of the markets administered by the CAISO under the CAISO Tariff, including, without limitation, the DAM, HASP, RTM, Transmission, and Congestion Revenue Rights.
<b>Candidate CRR Holder</b>	An entity that is registered and qualified by the CAISO to participate in the CRR Allocation, the CRR Auction or in the Secondary Registration System to become a CRR Holder and is a party to a fully executed CRR Entity Agreement, and therefore must comply with the requirements for Candidate CRR Holders under the CAISO Tariff.

<b>Congestion Charge</b>	A charge attributable to the Marginal Cost of Congestion at a given pricing PNode.
<b>CRR Allocation</b>	The process of nominations and awards held monthly and annually through which the CAISO will distribute CRRs to Candidate CRR Holders.
<b>CRR Auction</b>	The annual and monthly market process that will follow CRR Allocation through which the CAISO makes CRRs available to Candidate CRR Holders that submit offers to purchase CRRs.
<b>CRR Eligible Quantity</b>	The Seasonal CRR Eligible Quantity or the Monthly CRR Eligible Quantity.
<b>CRR Entity Agreement</b>	An agreement between the CAISO and a Candidate CRR Holder or CRR Holder that must be fully executed in order for such an entity to participate in the CRR Allocation, CRR Auction, or Secondary Registration System, a <i>pro forma</i> of which is set forth in Part E of this Appendix.
<b>CRR Holder</b>	A Candidate CRR Holder that has acquired CRR(s) either through the CRR Allocation, the CRR Auction, or through a transaction registered in the Secondary Registration System.
<b>CRR Load Metric</b>	The Seasonal CRR Load Metric or Monthly CRR Load Metric.
<b>CRR Obligations</b>	A financial instrument that entitles the holder to a CRR Payment when Congestion is in the direction of the CRR Source to CRR Sink specification and imposes on its holder a CRR Charge when Congestion is in the opposite direction of the CRR Source to CRR Sink specification.
<b>CRR Payment</b>	A payment from the CAISO to a CRR Holder.
<b>CRR Sink</b>	A PNode or a Trading Hub specified as the point of withdrawal for a Congestion Revenue Right.
<b>CRR Source</b>	A PNode or a Trading Hub specified as the point of receipt for a Congestion Revenue Right.
<b>Custom Load Aggregation Point (Custom LAP)</b>	An aggregation of Load PNodes created by the CAISO based on a set of custom LDFs submitted by an SC, at which such SC may submit a single Bid and settle Demand consistent with the CAISO Tariff rules, and for which the SC is required to submit to the CAISO metered data for the nodal Load represented in such aggregation
<b>Day-Ahead</b>	The twenty-four hour time period prior to the Trading Day.

<b>Day-Ahead Market (DAM)</b>	A series of processes conducted in the Day-Ahead that includes the Market Power Mitigation-Reliability Requirement Determination, the Integrated Forward Market and the Residual Unit Commitment.
<b>Default LAP</b>	The LAP defined for the TAC Area at which all Bids for Demand shall be submitted and settled, except as provided in Sections 27.2.1 and 30.5.3.2 of this Appendix.
<b>ETC Self-Schedule</b>	Self-Schedules submitted by Scheduling Coordinators pursuant to Existing Rights as reflected in the TRTC Instructions.
<b>Existing Zone Generation Trading Hub</b>	Trading Hubs specifically developed to represent the average price paid to generation resources within Existing Zones.
<b>Existing Zone</b>	Regions formally referred to as NP15, SP15, and ZP26 prior to implementation of the CAISO LMP market design.
<b>Full Network Model (FNM)</b>	A computer-based model that includes all CAISO Control Area transmission network (load and generation) busses, transmission constraints, and interface busses between the CAISO Control Area and adjacent Control Areas. The FNM models the transmission facilities internal to the CAISO Control Area as elements of a looped network and models the CAISO Control Area interties with adjacent Control Areas in a radial fashion.
<b>Hour Ahead Scheduling Process (HASP)</b>	The process conducted by the CAISO beginning at seventy-five minutes prior to the Trading Hour through which the CAISO conducts the following activities: 1) accepts Bids for Supply of Energy, including imports, exports and Ancillary Services imports to be supplied during the next Trading Hour that apply to the MPM-RRD, RTUC, STUC, and RTD; 2) conducts the MPM-RRD on the Bids that apply to the RTUC, STUC, and RTD; and 3) conducts the RTUC for the hourly pre-dispatch of Energy and Ancillary Services.
<b>Integrated Forward Market (IFM)</b>	The pricing run conducted by the CAISO using a security constrained unit commitment in the Day-Ahead Market, after the MPM-RRD process, which includes unit commitment, Ancillary Service procurement, Congestion Management and Energy procurement based on Supply and Demand Bids.
<b>Load Aggregation Point</b>	A set of Pricing Nodes as specified in Section 27.2 of this Appendix that are used for the submission of Bids and Settlement of Demand.

<b>Load Distribution Factors (LDF)</b>	A number that reflects the relative amount of Load at each PNode within a Load Aggregation Point. Load Distribution Factors determine how the aggregated Load at a given LAP is distributed to the associated power system Nodes. The sum of all Load Distribution Factors for a single Load Aggregation Point equals one.
<b>Long Term CRR</b>	A Congestion Revenue Right differentiated by season and time-of-use period (on-peak and off-peak) with a term of ten years.
<b>Marginal Cost of Congestion (MCC)</b>	The component of LMP at a PNode that accounts for the cost of congestion, as measured between that Node and a Reference Bus.
<b>Marginal Cost of Losses (MCL)</b>	The component of LMP at a PNode that accounts for the marginal real power losses, as measured between that Node and a Reference Bus.
<b>Market Power Mitigation - Reliability Requirement Determination (MPM-RRD)</b>	The two-optimization run process conducted in both the Day-Ahead Market and the HASP that determines the need for the CAISO to employ market power mitigation measures or Dispatch RMR Units.
<b>Monthly CRR Eligible Quantity</b>	The MW quantity of CRRs an LSE is eligible to nominate for the relevant month in a monthly CRR Allocation.
<b>Monthly CRR Load Metric</b>	The load metric used for determining eligibility for CRR Allocation as provided in Section 36.8.2.2 of this Appendix BB.
<b>MSS Aggregator</b>	An entity that has executed an agreement with the CAISO that enables it to represent individual MSS Operators in the CAISO Markets on an aggregated basis, which agreement has been accepted by FERC.
<b>Pricing Node (PNode)</b>	A single network Node or subset of network Nodes where a physical injection or withdrawal is modeled and for which a Locational Market Price is calculated and used for financial settlements.
<b>Pumped-Storage Hydro Units</b>	Hydroelectric dam with capability to produce electricity by pumping water between reservoirs at different elevations.
<b>Real-Time Market (RTM)</b>	The spot market conducted by the CAISO using SCUC and SCED in the Real-Time, after the HASP is completed for the purpose of unit commitment, Ancillary Service procurement, Congestion Management and Energy procurement based on Supply Bids and CAISO Forecast of CAISO Demand.
<b>Reference Bus</b>	The Location(s) on the CAISO Controlled Grid relative to which mathematical quantities relating to powerflow solution will be calculated.



<b>Residual Unit Commitment (RUC)</b>	The process conducted by the CAISO in the Day-Ahead Market after the IFM has been executed to ensure sufficient Generating Units, System Units, System Resources and Participating Loads are committed to meet the CAISO Forecast of CAISO Demand.
<b>Seasonal CRR</b>	A Congestion Revenue Right that is valid for one season and one time-of-use period in a given year.
<b>Seasonal CRR Eligible Quantity</b>	The MW quantity of CRRs an LSE is eligible to nominate for the relevant season in the annual CRR Allocation.
<b>Seasonal CRR Load Metric</b>	The MW level of Load that is exceeded only in 0.5 percent of the hours for each season and time of use period based on the LSE's historical Load.
<b>Secondary Registration System</b>	The computer interface through which CRR Holders and Candidate CRR Holders register any bilateral CRR transactions with the CAISO.
<b>Self-Schedule</b>	The Bid component that indicates the quantities in MWhs with no specification of a price that the Scheduling Coordinator is submitting to the CAISO, which indicates that the Scheduling Coordinator is a Price Taker, Regulatory Must-Run Generation or Regulatory Must-Take Generation, which includes ETC and TOR Self-Schedules and Self-Schedules for Converted Rights.
<b>Simultaneous Feasibility Test ("SFT")</b>	The process that the CAISO will conduct to ensure that allocated and auction CRRs do not exceed relevant transmission system constraints.
<b>TOR Self-Schedule</b>	Self-Schedules submitted by Scheduling Coordinators pursuant to Transmission Ownership Rights as reflected in the TRTC Instructions.
<b>Trading Hub</b>	An aggregation of network Pricing Nodes, such as Existing Zone Generation Trading Hubs, maintained and calculated by the CAISO for settlement and trading purposes posted by the CAISO on its CAISO Website.
<b>Transmission Rights and Transmission Curtailment (TRTC) Instructions</b>	Operational directives developed between Existing Rights holders and the Participating TO, submitted to the CAISO by the Participating TO, unless otherwise agreed to by the Participating TO and the Existing Rights holder to facilitate the accommodation of Existing Rights in the CAISO Markets.

<b>Adjusted Load Metric</b>	A Load Serving Entity's Load Metric minus the megawatts of Load served using Existing Transmission Contracts, Converted Rights, and Transmission Ownership Rights.
<b>Adjusted Verified CRR Source Quantity</b>	The MW amount eligible for nomination by an LSE or Qualified OCALSE in a verified tier of the CRR Allocation process, determined by reducing a Verified CRR Source Quantity to account for circumstances where the ownership or contract right to a generating resource is effective only for a portion of a particular season or month for which CRRs are being nominated.
<b>CAISO</b>	See ISO in Appendix A.
<b>CAISO Controlled Grid</b>	The system of transmission lines and associated facilities of the Participating TOs that have been placed under the CAISO's Operational Control.
<b>CAISO Tariff</b>	The California Independent System Operator Corporation Operating Agreement and Tariff, dated March 31, 1997, as it may be modified from time to time.
<b>CAISO Website</b>	The CAISO internet home page at <a href="http://www.aiso.com">http://www.aiso.com</a> / or such other internet address as the CAISO shall publish from time to time.
<b>CRR Balancing Account</b>	The financial account held by the CAISO for CRRs.
<b>CRR Charge</b>	The Charge assessed by the CAISO on the holder of a CRR Obligation when Congestion is in the opposite direction of the CRR Source to CRR Sink specification.
<b>CRR Year Four</b>	Second, third and fourth quarters of calendar year 2011 and first quarter of calendar year 2012.
<b>CRR Year One</b>	Second, third and fourth quarters of calendar year 2008 and first quarter of calendar year 2009.
<b>CRR Year Three</b>	Second, third and fourth quarters of calendar year 2010 and first quarter of calendar year 2011.
<b>CRR Year Two</b>	Second, third and fourth quarters of calendar year 2009 and first quarter of calendar year 2010.
<b>Existing Transmission Contract (ETC) or Existing Contracts</b>	The contracts which grant transmission service rights in existence on the CAISO Operations Date (including any contracts entered into pursuant to such contracts) as may be amended in accordance with their terms or by agreement between the parties thereto from time to time.

<b>Fixed CRRs</b>	Congestion Revenue Rights that are used in the running of an SFT to represent known encumbrances on the transmission system and which may include some or all of the following: previously allocated or awarded Monthly, Seasonal, Long Term, and Merchant Transmission CRRs, Existing Transmission Contracts, and Converted Rights.
<b>Inter-SC Trade</b>	A trade between Scheduling Coordinators of Energy or Ancillary Services in accordance with the CAISO Tariff.
<b>Load Migration</b>	The transfer of the responsibility to serve Load from one Load Serving Entity to another.
<b>Load-Serving Entity (LSE)</b>	Any entity (or the duly designated agent of such an entity, including, e.g. a Scheduling Coordinator), including a load aggregator or power marketer, that (a) (i) serves End Users within the CAISO Control Area and (ii) has been granted authority or has an obligation pursuant to California state or local law, regulation, or franchise to sell electric energy to End Users located within the CAISO Control Area; (b) is a federal power marketing authority that serves End Users; or (c) is the State Water Resources Development System commonly known as the State Water Project of the California Department of Water Resources.
<b>Merchant Transmission CRRs</b>	Incremental CRRs that are created by the addition of a Merchant Transmission Facility. Merchant Transmission CRRs are effective for thirty (30) years or for the pre-specified intended life of the facility, whichever is less.
<b>Merchant Transmission Facility</b>	A transmission facility or upgrade that is part of the CAISO Controlled Grid and whose costs are paid by a Project Sponsor that does not recover the cost of the transmission investment through the CAISO's Access Charge or WAC or other regulatory cost recovery mechanism.
<b>Monthly CRR</b>	A Congestion Revenue Right whose term is one calendar month in length and distributed in the monthly CRR Allocation and monthly CRR Auction.
<b>Multi-Point CRR</b>	A CRR Obligation specified according to one or more CRR Sources and one or more CRR Sinks and a flow from the CRR Source(s) to the CRR Sink(s), provided that at least the CRR Sink or the CRR Source identifies more than one point.

**Offsetting CRR**

One of the pair of new equal and opposite CRRs created and allocated by the CAISO to reflect Load Migration between two LSEs pursuant to the provisions in Section 36.8.5 of this Appendix, which is allocated to the Load losing LSE and is opposite in direction to the corresponding CRR previously allocated to that LSE and is denominated in a MW quantity that reflects the net amount of Load Migration between the two LSEs.

**Out-of-Control Area Load Serving Entity (OCALSE)**

An entity serving end-users located outside the CAISO Control Area and that has been granted authority or has an obligation pursuant to Federal, State or local law, or under contracts to provide electric service to such end-users located outside the CAISO Control Area.

**PMax**

The maximum normal capability of the Generating Unit. PMax should not be confused as an emergency rating of the Generating Unit.

**PNP Eligible Quantity**

The maximum MW quantity of CRRs an LSE is eligible to nominate in the Priority Nomination Process of the CRR Allocation.

**Point-to-Point CRR**

A CRR Option or CRR Obligation with a single CRR Source to a single CRR Sink.

**Priority Nomination Process (PNP)**

The step in an annual CRR Allocation in years beyond CRR Year One through which CRR Holders re-nominate (1) Seasonal CRRs they were allocated in the prior year, (2) Long Term CRRs that are expiring, and (3) Existing Transmission Contracts and Converted Rights that are expiring.

**Qualified OCALSE**

An OCALSE which the CAISO has certified has met all the requirements for eligibility for CRR Allocation in accordance with Section 36.9 of this Appendix.

**Real-Time Interchange Export Schedule**

An agreement to transfer Energy from the CAISO Control Area to a interconnected Control Area at a Scheduling Point based on agreed-upon size (megawatts), start and end time, beginning and ending ramp times and rate, and type required for delivery and receipt of power and Energy between the source and sink Control Areas involved in the transaction.

**Seasonal Available CRR Capacity** The upper limit of network capacity that will be used in the annual CRR Allocation and annual CRR Auction calculated by effectively reducing OTC for Transmission Ownership Rights as if all lines will be in service for the relevant year.

**Sub-LAP** A CAISO defined subset of PNodes within a Default LAP.

**Transmission Interface** A CAISO-defined set of transmission facilities that comprise an important transmission corridor for Energy or capacity.

**Tier LT** The tier of the annual CRR Allocation process through which the CAISO allocates Long Term CRRs.

**Verified CRR Source Quantity** The MW amount corresponding to a verified CRR Source and the LSE or OCALSE that submitted that verified CRR Source to the CAISO, as described in Section 36.8.3.4 of this Appendix.

<b>Balancing Authority</b>	The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.
<b>Balancing Authority Area</b>	The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
<b>IBAA</b>	Integrated Balancing Authority Area
<b>Integrated Balancing Authority Area (IBAA)</b>	A Balancing Authority Area as provided in Section 27.5.3 of the MRTU Tariff that has been determined to have one or more direct interconnections with the CAISO Balancing Authority Area, such that power flows within the IBAA significantly affect power flows within the CAISO Balancing Authority Area, and whose network topology is therefore modeled in further detail in the CAISO's Full Network Model beyond the simple radial modeling of interconnections between the IBAA and the CAISO Balancing Authority Area.
<b>Previously-Released CRRs</b>	CRRs that were released based on a CRR FNM that did not include a particular IBAA change and that will continue to be in effect, either as active financial instruments or as allocated CRRs eligible for renewal nomination in the Priority Nomination Process, when the particular IBAA change is implemented in the CAISO Markets.

**PART H. CONGESTION REVENUE RIGHTS**

**36 Congestion Revenue Rights.**

**36.1 Overview of CRRs and Procurement of CRRs.**

The CAISO distributes CRRs through an allocation and auction process as described in this Section 36. CRR Holders and Market Participants eligible to become CRR Holders can also buy, sell, or trade CRRs bilaterally as described in Section 36.7 of this Appendix.

**36.2 Types of CRR Instruments.**

CRRs can be CRR Obligations or CRR Options. Each CRR is fully specified by its type (CRR Obligation or CRR Option), its CRR Source(s), its CRR Sink(s), its MW quantity, and the Trading Hours for which it is valid. The CRR Source(s) and CRR Sink(s) determine the direction of the CRR, which is from CRR Source(s) to CRR Sink(s).

**36.2.1 CRR Obligations.**

A CRR Obligation entitles its holder to receive a CRR Payment if the Congestion in a given Trading Hour is in the same direction as the CRR Obligation, and requires the CRR Holder to pay a CRR Obligation charge if the Congestion in a given Trading Hour is in the opposite direction of the CRR. The CRR Payment or CRR Obligation charge is equal to the per-MWh cost of Congestion (which equals the MCC at the CRR Sink minus the MCC at the CRR Source) multiplied by the MW quantity of the CRR.

**36.2.2 CRR Options.**

A CRR Option entitles its CRR Holder to a CRR Payment if the Congestion is in the same direction as the CRR Option, but requires no CRR Obligation charge if the Congestion is in the opposite direction of the CRR. The CRR Payment is equal to the per-MWh cost of Congestion (which equals the MCC at the CRR Sink minus the MCC at the CRR Source, when this quantity is positive and zero otherwise) multiplied by the MW quantity of the CRR.

**36.2.3 Point-to-Point CRRs.**

A Point-to-Point CRR is a CRR Option or CRR Obligation defined from a single CRR Source to a single CRR Sink.

**36.2.4 Multi-Point CRRs.**

A Multi-Point CRR is a CRR Obligation defined by more than one CRR Source and/or more than one CRR Sink, plus a specified distribution of the total MW value of the CRR over the multiple CRR Sources and/or multiple CRR Sinks such that the total MW assigned to all CRR Sources equals the total MW assigned to all CRR Sinks equals the MW value of the CRR. For the allocation of CRRs under this Section 36, an LSE seeking to be allocated a Multi-Point CRR must specify a single CRR Sink in its nomination.

**36.2.5 Monthly CRRs.**

Monthly CRRs have a term of one month, are differentiated by time of use periods (on-peak and off-peak), and are available through the monthly CRR Allocation and CRR Auction processes in advance of each month.



**36.2.6 Seasonal CRRs.**

Seasonal CRRs have a term of three months, and are differentiated by the different time of use periods (on-peak and off-peak) for each day within a season. Seasonal CRRs are made available through the annual CRR Allocation and CRR Auction processes conducted each year prior to the year in which the Seasonal CRR applies.

**36.2.7 Long Term CRRs.**

Long Term CRRs have a term of ten years. Long Term CRRs are seasonal and are differentiated by the different time of use periods (on-peak and off-peak) for each day within a season. When Long Term CRRs are nominated and allocated they apply to the same season and time of use period for each year of the ten-year term and represent binding ten-year commitments by the CRR Holders that hold Long Term CRRs. Long Term CRRs are nominated and allocated to LSEs in Tier LT that is one tier in the sequence of tiers in the annual CRR Allocation process. Long Term CRRs are not available through the CRR Auction.

**36.2.8 Full Funding of CRRs.**

All CRRs will be fully funded; provided however, that full funding of CRRs will be suspended if a System Emergency as described in Section 7.7.4, an Uncontrollable Force as described in Section 14, or a Participating TO's withdrawal of facilities or Entitlements from the CAISO Controlled Grid as described in Section 36.8.7 of this Appendix leaves the CAISO with inadequate revenues.

**36.3 CRR Specifications.**

**36.3.1 Quantity.**

CRRs are distributed and settled in no less than one-thousandth of a MW denomination.

**36.3.2 Term.**

CRRs are Monthly CRRs, Seasonal CRRs, Long Term CRRs or Merchant Transmission CRRs. For CRR purposes, the applicable seasons are conventional calendar quarters as defined in the Business Practice Manual.

**36.3.3 On-Peak and Off-Peak Specifications.**

CRRs are defined either for on-peak or off-peak hours as specified by the CAISO in the applicable Business Practice Manuals consistent with the WECC standards at the time of the relevant CRR Allocation or CRR Auction.

**36.4 FNM for CRR Allocation and CRR Auction.**

When the CAISO conducts its CRR Allocation and CRR Auction, the CAISO shall use the most up-to-date DC FNM which is based on the AC FNM used in the Day-Ahead Market. The Seasonal Available CRR Capacity shall be based on the DC FNM, taking into consideration the following, all of which are discussed in the applicable Business Practice Manual: (i) any long-term scheduled transmission Outages, (ii) OTC adjusted for any long-term scheduled derates, and (iii) a downward adjustment due to TOR as determined by the CAISO. The Monthly Available CRR Capacity shall be based on the DC FNM, taking into consideration: (i) any scheduled transmission Outages known at least thirty (30) days in advance of the start of that month as submitted for approval consistent with the criteria specified in Section 36.4.3 of this Appendix, (ii) adjustments to compensate for the expected impact of Outages that are not required to be scheduled thirty (30) days in advance, including unplanned transmission Outages,

(iii) adjustments to restore Outages or derates that were applied for use in calculating Seasonal Available CRR Capacity but are not applicable for the current month, (iv) any new transmission facilities added to the CAISO Controlled Grid that were not part of the DC FNM used to determine the prior Seasonal Available CRR Capacity and that have already been placed in-service and energized at the time the CAISO starts the applicable monthly process, (v) OTC adjusted for any scheduled derates or Outages for that month, and (vi) a downward adjustment due to TOR as determined by the CAISO. For the first monthly CRR Allocation and CRR Auction for CRR Year One, to account for any planned or unplanned Outages that may occur for the first month of CRR Year One, the CAISO will derate all flow limits, including Transmission Interface limits and normal thermal limits, based on statistical factors determined as provided in the Business Practice Manuals.

**36.4.1 Transmission Capacity Available for CRR Allocation and CRR Auction.**

With the exception of the Tier LT, the CAISO makes available seventy-five percent (75%) of Seasonal Available CRR Capacity for the annual CRR Allocation and CRR Auction processes, and one hundred percent (100%) of Monthly Available CRR Capacity for the monthly CRR Allocation and CRR Auction processes. The CAISO makes available sixty percent (60%) of Seasonal Available CRR Capacity in the Tier LT. Available capacity at Scheduling Points shall be determined in accordance with Section 36.8.4.2 of this Appendix for the purposes of CRR Allocation and CRR Auction of CRRs that have a CRR Source identified at a Scheduling Point. Before commencing with the annual or monthly CRR Allocation and CRR Auction processes, the CAISO may distribute Merchant Transmission CRRs and will model those as fixed injections and withdrawals on the DC FNM to be used in the allocation and auction. These fixed injections and withdrawals are not modified by the Simultaneous Feasibility Test. Similarly, before commencing the annual or monthly CRR Allocation and CRR Auction processes, the CAISO will model any previously allocated Long Term CRRs as fixed injections and withdrawals on the DC FNM to be used in the CRR Allocation and CRR Auction. These fixed injections and withdrawals are not modified by the Simultaneous Feasibility Test, which will ensure no degradation of previously allocated and outstanding Long Term CRRs due to the CRR Allocation and CRR Auction processes. Maintaining the feasibility of allocated Long Term CRRs over the length of their terms also is accomplished through the transmission planning process in Section 24.1.3.

**36.4.2 Simultaneous Feasibility.**

The annual and monthly CRR Allocation processes release CRRs to fulfill CRR nominations as fully as possible subject to a Simultaneous Feasibility Test. To the extent that nominations are not simultaneously feasible, the nominations are reduced in accordance with the CRR Allocation optimization formulation until simultaneous feasibility is achieved. The CRR Allocation optimization formulation, detailed in the Business Practice Manuals, reduces nominated CRRs based on effectiveness in relieving overloaded constraints in order to minimize the total MW volume reduction of nominations while achieving simultaneous feasibility. In the event that there are two or more identical nominations for a specific combination of CRR Source and CRR Sink that affect an overloaded constraint, the CRR Allocation optimization formulation cannot distinguish these nominations based on effectiveness and, therefore, the CRR Allocation optimization formulation will award each such Candidate CRR Holder a pro rata share of the CRRs that can be awarded based on each Candidate CRR Holder's nominated MW amount. In addition to the adjustments in Section 36.4.1, the SFT for each CRR Allocation considers:

- a. CRRs representing ETCs, Converted Rights and any TOR capacity that was not captured in the adjustments described in Section 36.4 of this Appendix, which the CAISO deems necessary to prevent the Congestion Settlement of ETCs, Converted Rights, and TORs from causing revenue inadequacy of allocated and auctioned CRRs;
- b. In the case of the monthly CRR Allocation, the CRRs already released for that month in the annual CRR Allocation and Auction; and,
- c. The CRRs allocated in previous CRR Allocation tiers as described in Sections 36.8.3.1 through 36.8.3.6 of this Appendix.

In the event that transmission Outages and derates modeled for the monthly CRR Allocation and CRR Auction render previously issued Seasonal CRRs infeasible, the CAISO will increase the transfer capacity on the overloaded facilities just enough to render all Seasonal CRRs issued for the month feasible without creating any additional capacity beyond what is needed for the feasibility of the Seasonal CRRs. The CAISO will announce these adjustments to the market prior to conducting the monthly CRR Allocation and CRR Auction so that Candidate CRR Holders can take these facts into consideration in preparing their nominations and bids.

[NOT USED]

**36.5 Candidate CRR Holder and CRR Holder Requirements.**

Any entity that holds or intends to hold CRRs must register and qualify with the CAISO and comply with the other terms of this Section, regardless of whether they acquire CRRs by CRR Allocation, CRR Auction, or the Secondary Registration System, or are assigned CRRs for Load Migration.

**36.5.1 Creditworthiness Requirements.**

All CRR Holders and Candidate CRR Holders must comply fully with all creditworthiness requirements as provided in Section 12 of the CAISO Tariff and Section 12.6 of this Appendix and as further developed in the applicable Business Practice Manuals. The amount of available credit for participating in a CRR Auction cannot exceed the entity's Aggregate Credit Limit as provided in Section 12.

**36.5.2 Required Training.**

CRR Holders and Candidate CRR Holders must attend a training class at least once prior to participating in the CRR Allocations or CRR Auctions. The CAISO may update training requirements annually or on an as-needed basis. Unless granted a waiver by the CAISO, Candidate CRR Holders and CRR Holders shall at all times have in their employment a person, or have obtained the services of a third party or consultant, that has attended the CAISO's CRR training class and shall notify the CAISO as soon as practicable of a change in such status.



**36.6 [NOT USED]**

**36.7 Bilateral CRR Transactions.**

**36.7.1 Transfer of CRRs.**

**36.7.1.1 General Provisions of CRR Transfers.**

A CRR Holder may sell or otherwise transfer CRRs in increments of at least one-thousandth of a MW. Sales or other such transfers must be for at least a full day term consistent with the on-peak or off-peak specification of the CRR. The transferee may be any entity that is a Candidate CRR Holder or a CRR Holder consistent with the CAISO Tariff and the applicable Business Practice Manuals. All CRRs that are so sold or otherwise transferred by the CRR Holder continue to be subject to the relevant terms and conditions set forth in the CAISO Tariff and the applicable Business Practice Manuals.

**36.7.1.2 Specific Provisions for Transfer of Long Term CRRs.**

A CRR Holder that holds Long Term CRRs may sell or transfer through the Secondary Registration System MW portions and temporal segments of a Long Term CRR corresponding to the current calendar year as well as the calendar year covered by the most recently completed annual CRR Allocation. For such sales or transfers the Long Term CRR will be subject to the same limits on granularity that apply to Seasonal CRRs and Monthly CRRs, as specified in Section 36.7.1 of this Appendix. A CRR Holder that holds Long Term CRRs may not transfer or sell through the Secondary Registration System any temporal segment of a Long Term CRR beyond the calendar year covered by the most recently completed annual CRR Allocation. For temporal segments beyond the year covered by the most recently completed annual CRR Allocation, the CRR Holder to whom a Long Term CRR was originally allocated remains the holder

of record of the entire Long Term CRR for CAISO Settlement purposes. Allocated Long Term CRRs represent binding ten-year commitments by a CRR Holder that holds Long Term CRRs and may not be terminated or otherwise modified by the CRR Holder prior to the end of the Long Term CRR's ten-year term.

### **36.7.2 Responsibility of the CAISO.**

The CAISO provides Market Participants a Secondary Registration System to facilitate and track CRR bilateral transactions. The bulletin board of the Secondary Registration System enables any entity that wishes to purchase or sell CRRs to post that information.

### **36.7.3 CRR Holder Reporting Requirement.**

CRR Holders must report to the CAISO by way of the Secondary Registration System all bilateral CRR transactions consistent with the terms of this CAISO Tariff and the Business Practice Manuals. Both the transferor and the transferee of the CRRs must register the transfer of the CRR with the CAISO using the Secondary Registration System at least five (5) Business Days prior to the effective date of transfer of revenues associated with a CRR. The CAISO shall not transfer any Settlement related to any CRR until such time that the CRR transfer has been successfully recorded through the SRS and the transferee has met all the creditworthiness requirements as specified in Section 12 of the CAISO Tariff and Section 12.6 of this Appendix. Both the transferor and transferee shall submit the following information to the Secondary Registration System: (i) the effective start and end dates of the transfer of the CRR; (ii) the identity of the transferor; (iii) the identity of the transferee; (iv) the quantity of CRRs being transferred; (v) the CRR Sources and CRR Sinks of the CRRs being transferred; and (vi) time of use period of the CRR. The transferee must meet all requirements of CRR Holders, including disclosure to the CAISO of all entities with which the transferee is affiliated that are CRR Holders or Market Participants as defined in Section 36.5 of this Appendix.

**36.8 CRR Allocation.**

The CAISO allocates CRRs to Load Serving Entities serving Load internal to CAISO Control Area, including MSS Operators as described in Section 36.10 of this Appendix, as well as Qualified OCALSEs. All CRRs allocated under the terms of this Section 36.8 will be CRR Obligations.

**36.8.1 Structure of the CRR Allocation Process.**

The CAISO conducts an annual CRR Allocation: (i) once a year for the entire year for Seasonal CRRs; and (ii) once a year for the ten-year term of Long Term CRRs. The annual CRR Allocation releases Seasonal CRRs and Long Term CRRs for four seasonal periods. The CAISO also conducts monthly CRR Allocations twelve times a year in advance of each month. Within each annual and monthly CRR Allocation process the CAISO performs distinct allocation processes for each on-peak and off-peak time of use specification. The CRR Allocation process for CRR Year One is a distinct process that differs from subsequent CRR Allocations as described in Sections 36.8.3.1 and 36.8.3.2 of this Appendix. Each CRR Allocation procedure is based on nominations to the CAISO by LSEs or Qualified OCALSEs eligible to receive CRRs. A timeline of the CRR Allocation and CRR Auction processes is contained in the BPMs.

**36.8.2 Load Eligible for CRRs and Eligible CRR Sinks.**

Any entity that wishes to participate in the CRR Allocation process must provide information that demonstrates that it has an obligation to serve load. An LSE's eligibility for allocation of CRRs is measured by the quantity of Load that it serves that is exposed to Congestion Charges for the use of the CAISO Controlled Grid as determined in Sections 36.8.2.1 and 36.8.2.2 of this Appendix. An OCALSE's eligibility for allocation of CRRs is also measured by the quantity of load that it serves that is exposed to Congestion Charges for the use of the CAISO Controlled Grid as determined in Section 36.9.3 of this Appendix. For LSEs, the information necessary may include, but is not limited to, Settlement Quality Meter Data or relevant documents filed with the California Energy Commission. For OCALSEs, the necessary information may include, but is not limited to, historical tagged Real-Time Interchange Export Schedules and historical load data reflecting the load they serve that is exposed to Congestion Charges for the use of the CAISO Controlled Grid. In addition, each such OCALSE shall support its data submission with a written sworn affidavit by an executive authorized to represent the OCALSE attesting to the accuracy of the data, and the CAISO will have the right to audit the raw data and calculations used to develop the submitted data set. An LSE serving internal Load is eligible for CRRs up to its Seasonal or Monthly CRR Eligible Quantity, which is derived from its Seasonal or Monthly CRR Load Metric as described in Sections 36.8.2.1 and 36.8.2.2 of this Appendix, respectively. Seasonal and Monthly CRR Eligible Quantities for Qualified OCALSEs are determined as provided in Section 36.9.3 of this Appendix. These quantities are calculated for each LSE or Qualified OCALSE separately for each combination of season and time of use period for the annual CRR Allocation process, and for each time of use period for each monthly CRR Allocation process, and for each CRR Sink at which the eligible LSE serves Load or the Qualified OCALSE exports Energy from the CAISO Control Area. MSS eligibility for CRRs will account for net or gross MSS Settlement in accordance with Section 4.9.13.1 of this Appendix. If the MSS Operator elects net Settlement, LSEs for such MSS Load Operator shall submit CRR Sink

nominations at the MSS LAP. If the MSS elects for gross Settlement, LSEs for such MSS Load shall submit CRRs Sink nominations at the applicable Default LAP. Load that is Pumped-Storage Hydro Units but is not Participating Load may be scheduled and settled at a PNode or Custom Load Aggregation Point and therefore LSEs for such Load shall submit CRR Sink nominations at the applicable PNode or Custom Load Aggregation Point. Load that is a Participating Load that is also aggregated is scheduled and settled at a Custom Load Aggregation Point that is customized specifically for such Load and, therefore, LSEs for such Participating Load shall submit CRR Sink nominations at the Custom Load Aggregation Point. Load that is Participating Load is scheduled and settled at an individual PNode, and therefore LSEs for such Load shall submit CRR Sink nominations at the applicable PNode. Load that is non-Participating Load, is not Pumped-Storage Hydro Units, and is not Load associated with ETCs, TORs, or MSS Operators that elect net Settlement, is scheduled and settled at the Default LAP. Therefore, LSEs for such Load shall submit CRR Sink nominations at their assigned Default LAP or Default LAPs if the Load they serve is located in more than one Default LAP. In tier 3 of the annual process and tier 2 of the monthly process, such LSEs may also submit CRR Sink nominations at a Sub-LAP of their assigned Default LAP. The CAISO will make available, prior to the beginning of the CRR Allocation process but no later than thirty (30) days before the date on which the Candidate CRR Holders or CRR Holders will be required to submit their nominations for the CRR Allocation, a list of allowable CRR Sinks to be used in the allocation. The allowable CRR Sinks will be consistent with the applicable CRR FNM. In the event that unforeseen changes to network conditions arise after the thirty-day release of the list of allowable CRR Sinks and warrant revisions to that list, the CAISO will provide updates to the list prior to the closing of nominations for the CRR Allocation.

**36.8.2.1 Seasonal CRR Eligible Quantity.**

The CAISO constructs load duration curves by season and time of use periods for the annual CRR Allocation process for each LSE based on the LSE's submission to the CAISO of its historical hourly Load data for the prior year, for each LAP within which the LSE serves Load. For load that is subject to variable and difficult-to-predict hydrological conditions, the LSE has the option to submit the load's five-year rolling average historical hourly load data and the CAISO will use the submitted five-year average data for constructing the load duration curves. Once the LSE has exercised this option, the LSE must continue to submit five-year rolling average historical hourly load data for the annual CRR Allocation process in subsequent years. An LSE's Seasonal CRR Load Metric for each season and time of use period is the MW level of Load that is exceeded only in 0.5% of the hours based on the LSE's historical Load data. In the event that the LSE has lost or gained net Load through Load Migration during the course of the prior year, the historical Load data will be adjusted to reflect the loss or gain in accordance with the applicable BPM. The CAISO calculates an LSE's Seasonal CRR Eligible Quantity by first subtracting from that LSE's Seasonal CRR Load Metric the quantity of Load served by its TORs, ETCs, and Converted Rights to form the LSE's Adjusted Load Metric, and then multiplying the result by 0.75.

**36.8.2.2 Monthly CRR Eligible Quantity.**

**36.8.2.2.1 Based on Load Forecast.**

Each month, LSEs whose load forecasts are verifiable in accordance with Section 36.8.6 of this Appendix will submit hourly load forecast data for the relevant month. Each month the CAISO will use the LSE's submitted hourly load forecast data for the relevant month to calculate two load duration curves (one on-peak and one off-peak load duration curve for the applicable month) to form the basis for monthly allocations for each CRR Sink in which the LSE serves Load. Each LSE's submitted hourly forecast data should reflect any Load growth that is not due to Load Migration as well as the effect of net Load Migration for that LSE. The Monthly CRR Load Metric for such Load is the MW level of Load that is exceeded only in 0.5% of the hours based on the LSE's submitted load forecast. The CAISO will calculate an LSE's Monthly CRR Eligible Quantity by subtracting from that LSE's Monthly CRR Load Metric the quantity of Load served by its TORs, ETCs, and Converted Rights. In addition, the CAISO will adjust the LSE's Monthly CRR Eligible Quantity, if such an adjustment is determined to be necessary pursuant to Section 36.8.6 of this Appendix.

**36.8.2.2.2 Based on Historical Load Data.**

An LSE that serves Load that is eligible for CRRs but for which its load forecast is not verifiable in accordance with Section 36.8.6 of this Appendix shall, each month, submit to the CAISO five (5) years of prior hourly historical load data for that Load for the same applicable month. Such LSE may submit fewer years of historical data for that Load if granted a waiver by the CAISO because five (5) years of such load data does not exist. Each month the CAISO will use the LSE's submitted hourly historical load data for the relevant month to calculate two (2) load duration curves for each year of historical load data (one on-peak and one off-peak load duration curve for the applicable month) for each CRR Sink in which such Load is located. For each load duration curve, the CAISO will calculate the MW level of Load that is exceeded only in 0.5% of the hours. The CAISO will calculate an LSE's Monthly CRR Eligible Quantity for each on-peak and off-peak period for such Load by averaging the 0.5% exceeded values for all years of submitted historical data, and then subtracting the quantity of Load served by its TORs, ETCs, and Converted Rights.



**36.8.3 CRR Allocation Process.**

**36.8.3.1 Annual CRR Allocation for CRR Year One.**

The annual CRR Allocation process for CRR Year One consists of a sequence of four (4) tiers for each season and time of use period (on-peak and off-peak). Each tier will feature a SFT applied to the CRR nominations submitted by eligible LSEs or Qualified OCALSEs, the results of which are provided by the CAISO to the respective LSEs or Qualified OCALSEs prior to the LSEs or Qualified OCALSEs submitting their nominations to the next tier. Allocations of CRRs in each tier are considered final once they are provided by the CAISO to the respective LSEs or Qualified OCALSEs. After each tier, LSEs or Qualified OCALSEs will have an amount of time as specified in the Business Practice Manual after their receipt of the results of each tier to submit their nominations for the next tier, if there is one. The annual CRR Allocation allows LSEs or Qualified OCALSEs to submit nominations for Seasonal CRRs up to their Seasonal CRR Eligible Quantities for each season of the relevant year, each time of use CRR Sink as provided in Sections 36.8.3.1.1, 36.8.3.1.2 and 36.8.3.1.4 of this Appendix. The annual CRR Allocation also allows LSEs to submit nominations for Long Term CRRs up to twenty percent (20%) of their Adjusted Load Metric for each season, time of use period and each LAP; except that an LSE that demonstrates that more than twenty percent (20%) of its Adjusted Load Metric is covered by a combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources is able to submit nominations for a greater amount as specified in Section 36.8.3.1.3 of this Appendix. As provided in Section 36.8.3.1.3.2 of this Appendix, the annual CRR Allocation allows a Qualified OCALSE to submit nominations for Long Term CRRs up to fifty percent (50%) of its Adjusted Load Metric for each season, time of use period and Scheduling Point provided that the Qualified OCALSE demonstrates that all of its nominated Long Term CRR Sources are covered by a combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources. The annual CRR Allocation for CRR Year One will be conducted in the following sequence of tiers:

**36.8.3.1.1** Tier 1. In tier 1, an LSE or a Qualified OCALSE may nominate and the CAISO will allocate to the LSE or a Qualified OCALSE Seasonal CRRs up to fifty percent (50%) of its Seasonal CRR Eligible Quantity for each season, time of use period and CRR Sink. An LSE or a Qualified OCALSE can nominate Seasonal CRRs sourced at Trading Hubs in accordance with the LSE's or Qualified OCALSE's verified CRR Sources. In running the SFT the CAISO shall disaggregate the Seasonal CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix. All allocated CRRs that result from such disaggregation will be Point-to-Point CRRs each of whose CRR Source is a Generating Unit PNode that is an element of the Trading Hub.

**36.8.3.1.2** Tier 2. In tier 2, an LSE or a Qualified OCALSE may nominate and the CAISO will allocate to the LSEs or Qualified OCALSEs Seasonal CRRs up to seventy-five percent (75%) of its Seasonal CRR Eligible Quantity for each season, time of use period and CRR Sink, minus the quantity of CRRs allocated to that LSE or Qualified OCALSE in tier 1. An LSE or a Qualified OCALSE can nominate Seasonal CRRs sourced at Trading Hubs in accordance with the LSE's or Qualified OCALSE's verified CRR Sources. In tier 2 an LSE or a Qualified OCALSE with a verified Trading Hub CRR Source may nominate up to seventy-five percent (75%) of the Adjusted Verified CRR Source Quantity for that Trading Hub, minus the total MW quantity of Point-to-Point CRRs the LSE or Qualified OCALSE was allocated in tier 1 as a result of its tier 1 nomination of CRRs sourced at that Trading Hub. In running the SFT the CAISO shall disaggregate the Seasonal CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix. All allocated CRRs that result from such disaggregation will be Point-to-Point CRRs each of whose CRR Source is a Generating Unit PNode that is an element of the Trading Hub.

**36.8.3.1.3** Tier LT. Tier LT will follow tier 2 for CRR Year One. In Tier LT, an LSE or a Qualified OCALSE may nominate Long Term CRRs from the Seasonal CRRs allocated in tiers 1 and 2 as provided in this Section 36.8.3.1. The cleared Point-to-Point CRRs awarded in tier 1 and tier 2 that resulted from disaggregated CRR nominations sourced at a Trading Hub may not be nominated in Tier LT in CRR Year One. Any Point-to-Point CRRs awarded as a result of disaggregated CRR nominations sourced at a Trading Hub, as described in Section 36.8.4.1 of this Appendix, must be nominated as Trading Hub CRRs as described in this Section 36.8.3.1.3 of this Appendix. In running the SFT the CAISO shall disaggregate the Seasonal CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix. All allocated Long Term CRRs that result from such disaggregation will be Point-to-Point CRRs each of whose CRR Source is a Generating Unit PNode that is an element of the Trading Hub.

**36.8.3.1.3.1 Tier LT for LSEs.**

The quantity of Seasonal CRRs that an LSE can nominate as Long Term CRRs is limited to twenty percent (20%) of the LSE's Adjusted Load Metric, except that an LSE that can demonstrate that more than twenty percent (20%) of its Adjusted Load Metric is covered by a combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources is able to submit nominations for a greater amount as provided in this section. Such demonstrations shall be provided by the requesting LSE to the CAISO through the submission of a written sworn declaration by an executive employee authorized to represent the LSE and attest to the accuracy of the data demonstration. As necessary, the CAISO may request, and such LSE must produce in a timely manner, documents in support of such declaration. If the LSE has demonstrated that more than twenty percent (20%) of its Adjusted Load Metric is covered by a combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources, the amount of Long Term CRRs that it may nominate is equal to the minimum of: (i) the sum of the owned resources and

long-term procurement arrangements of ten (10) years or more and (ii) fifty percent (50%) of the LSE's Adjusted Load Metric. If an LSE's combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources is greater than twenty percent (20%) of its Adjusted Load Metric and the LSE nominates more than twenty percent (20%) of its Adjusted Load Metric as Long Term CRRs, then the CRR Sources for all of the LSE's Long Term CRR nominations must be sources associated with its demonstrated long-term procurement arrangements of ten (10) years or greater or its owned generation resources. Subject to the maximum quantities described above in this Section 36.8.3.1.3.1, an LSE can nominate CRRs sourced at a Trading Hub in Tier LT up to the total MW amount of the Point-to-Point CRRs the LSE was allocated in tiers 1 and 2 as a result of its disaggregated tier 1 and 2 nominations of CRRs sourced at that Trading Hub.

**36.8.3.1.3.2 Tier LT for Qualified OCALSEs.**

A Qualified OCALSE may submit nominations for Long Term CRRs up to fifty percent (50%) of its Adjusted Load Metric for each season, time of use period and Scheduling Point. The Qualified OCALSE must demonstrate that all of its nominated Long Term CRRs are supported by a combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources. Such demonstrations shall be provided by the requesting Qualified OCALSE to the CAISO through the submission of a written sworn declaration by an executive employee authorized to represent the Qualified OCALSE attesting to the accuracy of the data demonstration. As necessary, the CAISO may request, and such Qualified OCALSE must produce in a timely manner, documents in support of such declaration.

**36.8.3.1.3.3 Tier LT SFT.**

After receiving nominations for Long Term CRRs from LSEs and Qualified OCALSEs, the CAISO will run SFTs to ensure the feasibility of the nominated Long Term CRRs for the remaining nine years of the ten-year term of the Long Term CRR. The SFT runs in Tier LT will test the feasibility of only the Long Term CRR nominations and will not include in the analysis those Seasonal CRRs allocated in tiers 1 and 2 that are not nominated as Long Term CRRs. The quantity of Long Term CRRs that can be allocated for any season and time of use period must be feasible for the entire ten-year term of the Long Term CRR. As a result of the Tier LT SFT runs, Long Term CRR nominations may not be fully allocated; however, such a result will not affect the CRR Year One validity of the Seasonal CRR allocated in tiers 1 and 2. The CAISO will inform the nominating entity of the results of the Tier LT SFTs before the deadline for submission of the tier 3 nominations.

**36.8.3.1.4 Tier 3.** In tier 3, an LSE or a Qualified OCALSE may nominate and the CAISO will allocate to the LSE or Qualified OCALSE Seasonal CRRs up to one hundred percent (100%) of its Seasonal CRR Eligible Quantity for each season, minus the quantity of CRRs allocated to that LSE or Qualified OCALSE in tiers 1 and 2. In tier 3, Sub-LAPs will be eligible CRR Sinks provided that the Sub-LAP is within the nominating LSE's Default LAP. An LSE or a Qualified OCALSE can nominate Seasonal CRRs sourced at Trading Hubs. In running the SFT the CAISO shall disaggregate the Seasonal CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix. All allocated CRRs that result from such disaggregation will be Point-to-Point CRRs each of whose CRR Source is a Generating Unit PNode that is an element of the Trading Hub. A Qualified OCALSE can only nominate CRRs from its verified CRR Sources as provided in Section 36.8.3.4 of this Appendix.

**36.8.3.2 Monthly CRR Allocation for CRR Year One.**

The monthly CRR Allocation in CRR Year One shall consist of a sequence of two (2) tiers for each time of use period (on-peak and off-peak). The monthly CRR Allocation will distribute Monthly CRRs to each LSE or Qualified OCALSE up to one hundred percent (100%) of its Monthly CRR Eligible Quantity, minus CRRs allocated to that LSE or Qualified OCALSE in the annual CRR Allocation for the relevant month and time of use period. The monthly CRR Allocation for CRR Year One will be conducted as follows:

**36.8.3.2.1 Tier 1.** In tier 1 of the monthly CRR Allocations, an LSE or a Qualified OCALSE may nominate and the CAISO will allocate to the LSE or Qualified OCALSE Monthly CRRs up to fifty percent (50%) of the difference between its Monthly CRR Eligible Quantity and the quantity of Seasonal CRRs and previously allocated Long Term CRRs that apply to that month and time of use period. An LSE or a Qualified OCALSE can nominate Monthly CRRs sourced at Trading Hubs in accordance with the LSE's or Qualified OCALSE's verified CRR Sources. In running the SFT the CAISO shall disaggregate the Monthly CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix. All allocated CRRs that result from such disaggregation will be Point-to-Point CRRs each of whose CRR Source is a Generating Unit PNode that is an element of the Trading Hub.

**36.8.3.2.2 Tier 2.** In tier 2 of the monthly CRR Allocations, an LSE or a Qualified OCALSE may nominate and the CAISO will allocate to the LSE or Qualified OCALSE Monthly CRRs up to one hundred percent (100%) of the difference between its CRR Eligible Quantity and the quantity of Seasonal CRRs and previously allocated Long Term CRRs that apply to that month and time of use period, minus the quantity of CRRs the entity was allocated in tier 1 of the CRR Year One monthly CRR Allocation. An LSE or a Qualified OCALSE can nominate Monthly CRRs sourced at Trading Hubs. In running the SFT the CAISO shall disaggregate the Monthly CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix. In tier 2 of the monthly CRR Allocation, Sub-LAPs will be eligible CRR Sinks provided that the Sub-LAP is within the nominating LSE's Default LAP. A Qualified OCALSE can only nominate CRRs from its verified CRR Sources as provided in Section 36.8.3.4.2 of this Appendix.

**36.8.3.3 [NOT USED]**

**36.8.3.4 Source Verification.**

Source verification is required for LSE CRR nominations in tiers 1 and 2 of the CRR Year One annual allocation process and in tier 1 of each CRR Year One monthly allocation process. Source verification is required for all Qualified OCALSE CRR nominations in all tiers of all CRR Allocation processes.

**36.8.3.4.1 CRR Year One Source Verification for LSEs.**

In CRR Year One, nominations for tier 1 and tier 2 of the annual CRR Allocation and tier 1 of the monthly CRR Allocations must be source verified for all LSEs. Prior to the beginning of the CRR Allocation process but no later than thirty (30) days before the date on which the Candidate CRR Holders or CRR Holders will be required to submit their nominations for the CRR Allocation, the CAISO will make available a list of allowable CRR Sources to be used in the CRR Allocation. The allowable CRR Sources will be consistent with the applicable CRR FNM. In the event that unforeseen changes to network conditions arise after the thirty-day release of the list of allowable CRR Sources and warrant revisions to that list, the CAISO will provide updates to the list prior to the closing of nominations for the CRR Allocation. An LSE must demonstrate that it could actually submit Bids, including Self-Schedules and Inter-SC Trades, for Energy



from the locations to be nominated as CRR Sources to serve its Load either through ownership of, or contractual rights to receive Energy from, the relevant Generating Units, or a contract to take ownership of power at the relevant source, such as a Trading Hub or a Scheduling Point. For the second, third and fourth quarters of calendar year 2008 for CRR Year One, in conducting its source verification the CAISO will use data for the period beginning April 1, 2006 and ending December 31, 2006. For the first quarter of calendar year 2009 for CRR Year One, the CAISO will use data for the period beginning January 1, 2007 and ending March 31, 2007 as the basis for verification. Such demonstrations shall be provided by the requesting LSE to the CAISO through the submission of a written sworn declaration by an executive employee authorized to represent the LSE and attest to the accuracy of the data demonstration. As necessary, the CAISO may request, and such LSE must produce in a timely manner, documents in support of such declaration.

**36.8.3.4.2 Source Verification for Qualified OCALSEs.**

All CRR nominations by Qualified OCALSEs must be source verified. A Qualified OCALSE's source verification will be based on its legitimate need showing as specified in Section 36.9.1 of this Appendix.

**36.8.3.4.3 Calculation of Verified CRR Source Quantity.**

The Verified CRR Source Quantity associated with each verified CRR Source for a particular LSE or Qualified OCALSE will be: (i) for an owned generation resource the PMax of the unit multiplied by the LSE's or Qualified OCALSE's ownership share; (ii) for a contract with a generation resource, the hourly MWh of Energy specified in the contract averaged over all hours of the relevant time of use period, but no greater than the PMax of the unit; or (iii) for a contract that delivers Energy to a Trading Hub or Scheduling Point, the hourly MWh of energy specified in the contract for delivery from the supplier to the LSE or Qualified OCALSE at the Trading Hub or Scheduling Point, averaged over all hours of the relevant time of use period. Energy contracts submitted by an LSE to demonstrate that the LSE can submit Bids, including Self-Schedules and Inter-SC Trades, for Energy from the nominated CRR Sources to serve its Load must be at least one month in duration. Energy contracts submitted by a Qualified OCALSE to demonstrate that the Qualified OCALSE can submit Bids, including Self-Schedules and Inter-SC Trades, for Energy from the nominated CRR Sources to serve its Load must be at least one month in duration to support nominations of Monthly and Seasonal CRRs, and at least ten (10) years in duration to support nominations of Long Tem CRRs. Nominations of CRRs for which the CRR Source is a Scheduling Point must be source verified in accordance with Section 36.8.4.2 of this Appendix.

**36.8.3.4.4 Calculation of Adjusted Verified CRR Source Quantity.**

For nominations by an LSE and a Qualified OCALSE, except for a Qualified OCALSE's nomination of Long Term CRRs, the CAISO will consider a contract that covers a portion of a season (but not less than one month) to be acceptable verification, with the adjustment described below, for the entire season for which a CRR is nominated. The CAISO will also consider a contract not less than one month in duration that covers portions of two consecutive months to be acceptable verification, with the adjustment described below, for both of the months that are partially covered. In such cases, for a contract that covers only a portion of the season or month for which the

LSE or Qualified OCALSE wishes to nominate source-verified CRRs, the CAISO will calculate an

Adjusted Verified CRR Source Quantity, which equals the Verified CRR Source Quantity times the ratio of the number of days covered by the contract for a particular month or season to the total number of days in that month or season, consistent with the time of use period of the CRRs being nominated. Contracts submitted by a Qualified OCALSE to support nomination of Long Term CRRs must be at least ten (10) years in duration and cover the entire season of the Long Term CRR being nominated, and therefore the Adjusted Verified CRR Source Quantity calculation does not apply to such nominations.

#### **36.8.3.5 Annual CRR Allocation Beyond CRR Year One.**

The annual CRR Allocation for years beyond CRR Year One consists of a sequence of four (4) tiers for each season and time of use period (on-peak and off-peak). Allocations of CRRs in each tier are considered final once they are provided by the CAISO to the respective LSEs or Qualified OCALSEs. After each tier, LSEs or Qualified OCALSEs will have an amount of time as specified in the Business Practice Manual after their receipt of the results of each tier to submit their nominations for the next tier, if there is one. The annual CRR Allocation will allow LSEs or Qualified OCALSEs to submit nominations up to their Seasonal CRR Eligible Quantities minus the quantity of previously allocated Long Term CRRs for each season of the relevant year, each time of use period and each CRR Sink at which they serve Load. Annual CRR Allocations for years beyond CRR Year One will be conducted in the following sequence of tiers:

##### **36.8.3.5.1 Tier 1 – Priority Nomination Process.**

Tier 1 of the annual CRR Allocation in years beyond CRR Year One will be a Priority Nomination Process through which CRR Holders may nominate some of the same CRRs that they were allocated in the immediately previous year annual CRR Allocation process. As provided in Section 36.8.3.4.2 of this Appendix, nominations by a Qualified OCALSE in the PNP are subject to source verification. In all annual CRR Allocations after CRR Year One, an LSE or a Qualified OCALSE may make PNP nominations up to the lesser of: (1) two-thirds of its Seasonal CRR Eligible Quantity, minus the quantity of previously allocated Long Term CRRs for each season, time of use period and CRR Sink for that year; or, (2) the total quantity

of Seasonal CRRs allocated to that LSE in the previous annual CRR Allocation, minus the quantity of previously allocated Long Term CRRs for each season, time of use period and CRR Sink. In addition, an LSE's or Qualified OCALSE's nomination of any particular CRR Source-Sink combination in the PNP may not exceed the MW quantity of CRRs having that CRR Source and CRR Sink that the LSE or Qualified OCALSE was allocated in the previous annual CRR Allocation for the same season and time of use period. An LSE or a Qualified OCALSE may not nominate CRRs sourced at Trading Hubs in the PNP. CRRs whose CRR Sink is a Sub-LAP are not eligible for nomination in the PNP. A CRR whose CRR Sink is a Custom LAP or PNode is eligible for nomination in the PNP. PNP Eligible Quantities are not affected by secondary transfers of CRRs. That is: (i) an LSE or a Qualified OCALSE may nominate in the PNP a CRR it was allocated in the prior annual CRR Allocation even though it transferred that CRR to another party during the year, and (ii) an LSE or a Qualified OCALSE may not nominate in the PNP a CRR that it received through a secondary transfer from another party. CRRs received through a CRR Auction are not eligible for nomination in the PNP. The maximum quantity of CRRs that an LSE or a Qualified OCALSE may nominate in the PNP is fifty percent (50%) of its Adjusted Load Metric, minus any previously allocated Long Term CRRs that are valid for the term of the CRRs being nominated. The CAISO does not guarantee that all CRR nominations in the PNP will be allocated. The CAISO will conduct an SFT to determine whether all CRR nominations in the PNP are simultaneously feasible. If the SFT determines that all priority nominations are not simultaneously feasible, the CAISO will reduce the allocated CRRs until simultaneous feasibility is achieved.

**36.8.3.5.2 Tier LT.**

In years subsequent to CRR Year One, Long Term CRRs will be allocated as provided in this section.

**36.8.3.5.2.1 Tier LT for LSEs.**

In Tier LT of CRR Year Two, an LSE may nominate Long Term CRRs from any of the Seasonal CRRs it was allocated in the PNP up to a maximum of thirty percent (30%) of its Adjusted Load Metric, minus the quantity of previously allocated Long Term CRRs that are valid for that year; except that the LSE may nominate Long Term CRRs in amounts greater than thirty percent (30%) but no more than fifty percent (50%) of its Adjusted Load Metric if the LSE demonstrates that more than thirty percent (30%) of its Adjusted Load Metric is covered by a combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources. Such demonstrations shall be provided by the requesting LSE to the CAISO through the submission of a written sworn declaration by an executive employee authorized to represent the LSE and attest to the accuracy of the data demonstration. As necessary, the CAISO may request, and such LSE must produce in a timely manner, documents in support of such declaration. If the LSE has demonstrated that more than thirty percent (30%) of its Adjusted Load Metric is covered by a combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources, the amount of Long Term CRRs that it may nominate is equal to the minimum of: (i) the sum of the owned resources and long-term procurement arrangements of ten (10) years or more, minus the quantity of previously allocated Long Term CRRs that are valid for that CRR year, and (ii) fifty percent (50%) of the LSE's Adjusted Load Metric, minus the quantity of previously allocated Long Term CRRs that are valid for that CRR year. In CRR Year Three, the limit on Long Term CRR nominations will increase by ten percent (10%) to forty percent (40%) of the eligible entity's Adjusted Load Metric but shall not exceed fifty percent (50%) of the Adjusted Load Metric. In CRR Year Three, an LSE may exceed the

forty percent (40%) limit on Long Term CRR nominations if it demonstrates that its Adjusted Load Metric is covered by a combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources. The amount of Long Term CRRs that it may nominate is equal to the minimum of: (i) the sum of the owned resources and long-term procurement arrangements of ten (10) years or more, minus the quantity of previously allocated Long Term CRRs that are valid for that CRR year, and (ii) fifty percent (50%) of the LSE's Adjusted Load Metric, minus the quantity of previously allocated Long Term CRRs that are valid for that CRR year. In CRR Year Four and all subsequent years, an LSE may nominate Long Term CRRs from any of the Seasonal CRRs allocated in the PNP up to the maximum of fifty percent (50%) of its Adjusted Load Metric, minus the quantity of previously allocated Long Term CRRs that are valid for that year.

**36.8.3.5.2.2 Tier LT for Qualified OCALSEs.**

A Qualified OCALSE may submit nominations for Long Term CRRs up to the portion of its Adjusted Load Metric for which it has demonstrated coverage by a combination of long-term procurement arrangements of ten (10) years or greater and ownership of generation resources, up to a maximum of fifty percent (50%) of its Adjusted Load Metric for each season, time of use period and Scheduling Point, minus the quantity of previously allocated Long Term CRRs that are valid for that CRR year. Such demonstrations shall be provided by the requesting Qualified OCALSE to the CAISO through the submission of a written sworn declaration by an executive employee authorized to represent the Qualified OCALSE and attest to the accuracy of the data demonstration. As necessary, the CAISO may request, and such Qualified OCALSE must produce in a timely manner, documents in support of such declaration. Contracts submitted in support of OCALSE nominations of Long Term CRRs must cover the entire season of the Long Term CRR being nominated.

**36.8.3.5.2.3 Tier LT SFT.**

After receiving nominations for Long Term CRRs, the CAISO will run SFTs to ensure the feasibility of the nominated Long Term CRRs for the remaining nine years of the ten (10) year term of the Long Term CRR. The SFT run in Tier LT will test the feasibility of only the Long Term CRR nominations and will not include in the analysis those Seasonal CRRs allocated in the PNP that were not nominated as Long Term CRRs. The quantity of Long Term CRRs that can be allocated for any season and time of use period must be feasible for the entire ten (10) year term of the Long Term CRR. As a result of the Tier LT SFT runs, Long Term CRR nominations may not be fully allocated; however, such a result will not affect the validity of: (i) the Long Term CRRs allocated in previous years, or (ii) the Seasonal CRRs allocated in the PNP. The CAISO will inform nominating eligible entities of the results of the Tier LT SFTs before the deadline for submission of the tier 2 nominations.

**36.8.3.5.3 Tier 2.** In tier 2 of the annual CRR Allocation, the CAISO will allocate Seasonal CRRs to each LSE and Qualified OCALSE up to two-thirds of its Seasonal CRR Eligible Quantity for each season, time of use period and CRR Sink, minus the quantity of: (i) CRRs allocated to that LSE or Qualified OCALSE in tier 1, and (ii) Long Term CRRs previously allocated to it that are valid for the CRR term currently being allocated. An LSE or a Qualified OCALSE can nominate Seasonal CRRs sourced at Trading Hubs. In running the SFT the CAISO shall disaggregate the Seasonal CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix.

**36.8.3.5.4 Tier 3.** In tier 3 of the annual CRR Allocation, the CAISO will allocate Seasonal CRRs to each LSE or Qualified OCALSE up to one hundred percent (100%) of its Seasonal CRR Eligible Quantity for each season, time of use period and CRR Sink, minus the quantity of: (i) CRRs allocated to that LSE or Qualified OCALSE in tiers 1 and 2, and (ii) Long Term CRRs previously allocated to that eligible entity that are valid for the CRR



term currently being allocated. In tier 3 of the annual CRR Allocation, Sub-LAPs will be eligible CRR Sinks provided that the Sub-LAP is within the nominating LSE's Default LAP. An LSE or a Qualified OCALSE can nominate Seasonal CRRs where the CRR Source is a Trading Hub. In running the SFT the CAISO shall disaggregate the Seasonal CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix.

**36.8.3.5.5 Alternatives for Renewal of Long Term CRRs and for the Transition of Expiring ETCs and Converted Rights to Long Term CRRs.**

Eligible entities may, in the final year of a Long Term CRR, nominate the identical CRR Source, CRR Sink, and MW terms of the expiring Long Term CRR in the PNP conducted that year, subject to any applicable quantity limitations specified in this Section 36. An eligible entity with an Existing Transmission Contract or Converted Rights that expire by the start of the year for which the CRR Allocation process is conducted may participate in the PNP as if its Existing Transmission Contract or Converted Rights sources and sinks were previously allocated Seasonal CRRs, subject to any applicable quantity limitations specified in this Section 36. In either case, if Seasonal CRRs are awarded to an LSE or Qualified OCALSE in the PNP based on its nomination of its expiring rights, such entity may then nominate those Seasonal CRRs in Tier LT of the same year's annual CRR Allocation process, subject to any applicable quantity limitations specified in this Section 36. Alternatively, CRR Holders of expiring LT CRRs, expiring Existing Transmission Contracts or expiring Converted Rights may bypass the tier 1 Priority Nomination Process and nominate their expiring rights as Long Term CRRs in Tier LT one year prior to the year of expiration, subject to any applicable quantity limitations specified in this Section 36. This alternative allows the holder of the expiring rights to nominate Long Term CRRs in the first Tier LT SFT in which the capacity corresponding to the expiring rights becomes available for the full nine year period of the Tier LT SFT. For any entity who elects this alternative and obtains an allocated Long Term CRR, the length of the renewed Long Term CRR (or initial Long Term CRR in the case of expiring Existing Transmission Contracts or expiring Converted Rights) will be nine years, corresponding to the years included in the Tier LT SFT.

**36.8.3.5.6      Alternate Sequencing for CRR Allocation Prior to Effectiveness of the MRTU Tariff.**

In years subsequent to CRR Year One, the annual CRR Allocation process will be conducted in the sequence described above, except that for the CRR Allocation process just prior to the time the MRTU Tariff becomes effective, the sequence of the tiers will be as follows: (1) the Priority Nomination Tier; (2) Tier 2; (3) Tier LT and (4) Tier 3.

**36.8.3.6 Monthly CRR Allocation Beyond CRR Year One.**

The monthly CRR Allocation shall consist of a sequence of two (2) tiers of allocations for each time of use period (on-peak and off-peak). The monthly CRR Allocation will distribute Monthly CRRs and will allow an LSE and a Qualified OCALSE to nominate CRRs up to one hundred percent (100%) of its Monthly CRR Eligible Quantity, minus the total of any Seasonal CRRs allocated in the annual CRR Allocation, and minus any holdings of Long Term CRRs that are valid for the month and time of use of the CRRs being nominated. All CRR nominations by Qualified OCALSEs must be source verified.

**36.8.3.6.1 Tier 1.** In tier 1 of the monthly CRR Allocations, each LSE or Qualified OCALSE may nominate Monthly CRRs up to fifty percent (50%) of the difference between its Monthly CRR Eligible Quantity and the total of any Seasonal CRRs allocated in the annual CRR Allocation and any holdings of Long Term CRRs that are valid for the month and time of use of the CRRs being nominated. An LSE or a Qualified OCALSE can nominate Monthly CRRs where the CRR Source is a Trading Hub. In running the SFT the CAISO shall disaggregate the Monthly CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix.

**36.8.3.6.2 Tier 2.** In tier 2 of the monthly CRR Allocations, each LSE or Qualified OCALSE may nominate Monthly CRRs up to one hundred percent (100%) the difference between its Monthly CRR Eligible Quantity and the total of any Seasonal CRRs allocated in the annual CRR Allocation and any holdings of Long Term CRRs that are valid for the month and time of use of the CRRs being nominated, minus the quantity of CRRs allocated to that LSE or Qualified OCALSE in tier 1 of the current monthly CRR Allocation. In tier 2 of the monthly CRR Allocation, Sub-LAPs will be eligible CRR Sinks, provided that the Sub-LAP is within the nominating LSE's Default LAP. An LSE or a Qualified OCALSE can nominate Monthly CRRs sourced at Trading Hubs. In running the SFT the CAISO shall disaggregate the Monthly CRR nominations sourced at Trading Hubs as described in Section 36.8.4.1 of this Appendix.

**36.8.4 Eligible Sources for CRR Allocation.**

In the CRR Allocation processes for Seasonal CRRs, Monthly CRRs, and Long Term CRRs, nominated CRR Sources can be either PNodes (including Scheduling Points) or Trading Hubs. An LSE or a Qualified OCALSE may nominate up to one hundred percent (100%) of its Adjusted Verified CRR Source Quantities for Seasonal or Monthly CRRs in the combined tiers of the annual and monthly CRR Allocation processes as provided in this Section. For tiers 1 and 2 of the annual CRR Allocation in CRR Year One, an LSE may nominate CRRs from each of its verified CRR Sources in a quantity no greater than seventy-five percent (75%) of the Adjusted Verified CRR Source Quantity corresponding to each verified CRR Source. The LSE may then use tier 1 of the monthly CRR Allocations in CRR Year One to nominate up to the full one hundred percent (100%) of the Adjusted Verified CRR Source Quantity corresponding to each verified CRR Source. In tiers 1, 2 and 3 of the annual CRR Allocation in each year in which it participates, a Qualified OCALSE may nominate CRRs from each of its verified CRR Sources in a quantity no greater than seventy-five percent (75%) of the Adjusted Verified CRR Source Quantity corresponding to each CRR Source. The Qualified OCALSE may then use tiers 1 and 2 of the monthly CRR Allocations in the same year to nominate up to the full one hundred percent (100%) of the Adjusted Verified CRR Source Quantity corresponding to each verified CRR Source.

**36.8.4.1 CRRs with Trading Hub Sources.**

For purposes of the CRR Allocation processes the CAISO shall disaggregate CRR nominations with Trading Hub CRR Sources into Point-to-Point CRR nominations each of whose CRR Source is a Generating Unit PNode that is an element of the Trading Hub. In performing this disaggregation the MW quantity of each Point-to-Point CRR nomination will equal the MW quantity of the CRR nomination multiplied by the weighting factor of the corresponding Generating Unit PNode in the defined Trading Hub. The disaggregated, individual Point-to-Point CRRs will be used by the CAISO in conducting the SFTs for the nominated CRRs. In CRR years other than CRR Year One, an LSE may nominate in the PNP any Point-to-Point CRRs it was allocated the previous year as a result of Seasonal CRR nominations with Trading Hubs as CRR Sources, and may then nominate those Seasonal CRRs awarded in the PNP as Long Term CRRs in Tier LT. In CRR Year One, an LSE that was allocated individual Point-to-Point CRRs in tiers 1 and 2 as a result of nominating CRRs sourced at a Trading Hub must nominate CRRs sourced at Trading Hubs in Tier LT in accordance with Section 36.8.3.1.3.1 of this Appendix. For Qualified OCALSEs, all nominated CRR Sources must be source verified as specified in Section 36.9.1 of this Appendix. Any Long Term CRRs allocated by the CAISO as a result of nominations of CRRs sourced at Trading Hubs will be Point-to-Point CRRs each of whose CRR Sources is a Generating Unit PNode that is an element of the Trading Hub.

**36.8.4.2 Import CRRs.**

An LSE or a Qualified OCALSE may nominate Seasonal, Monthly or Long Term CRRs whose CRR Source is a Scheduling Point in the annual and monthly CRR Allocation in accordance with this Section.

**36.8.4.2.1 Scheduling Points as CRR Sources for LSEs in CRR Year One.**

In CRR Year One, in tiers 1 and 2 of the annual CRR Allocation process an LSE may nominate Seasonal CRRs whose CRR Source is a Scheduling Point to the extent that it can demonstrate to the CAISO that, for the verification period stated in Section 36.8.3.4 of this Appendix, it owned or was a party to a contract with a System Resource, and that it or the counter-party to the contract had procured appropriate transmission from the applicable transmission provider outside the CAISO to the Scheduling Point. In addition, also in tiers 1 and 2 of the annual CRR Allocation in CRR Year One, all LSEs eligible to nominate CRRs under this Section 36.8 may nominate as CRR Sources, without any verification, shares of the residual import CRR capacity at each Scheduling Point that remains after the completion of the CRR Source verification process. Each LSE's share of the residual import CRR capacity will be calculated as follows. Starting with the total capacity at each Scheduling Point that is available in the DC FNM for the annual CRR Allocation and Auction process, the CAISO will calculate the residual amount of capacity that remains at each Scheduling Point after subtracting the capacity accounted for by those Scheduling Point CRR Sources submitted by LSEs for verification that have been verified. The CAISO will then set aside fifty percent (50%) of this residual amount at each Scheduling Point for the annual CRR Auction, and will allow LSEs to nominate pro rata shares of the other fifty percent (50%) in proportion to their Seasonal CRR Eligible Quantities. In each monthly CRR Allocation during CRR Year One, CRR Source verification will be required in tier 1 as in the annual CRR Allocation process. Following the verification process, the CAISO will calculate and set aside for the

monthly CRR Auction fifty percent (50%) of the import capacity that remains at each Scheduling Point after accounting for the verified Scheduling Point CRR Source submissions to the monthly process and the annual CRR Allocation and Auction results for that month, and will allow LSEs to nominate in tier 1 Monthly CRRs with CRR Sources at each Scheduling Point in quantities up to their pro rata shares of the other fifty percent (50%) in proportion to their Monthly CRR Eligible Quantities.

**36.8.4.2.2 Scheduling Points as CRR Sources for LSEs Beyond CRR Year One.**

In the annual CRR Allocation processes subsequent to CRR Year One, there will be no special provisions regarding CRR Sources at Scheduling Points in tiers 1 and 2 for LSEs. For tier 3 the CAISO will calculate and set aside for the annual CRR Auction fifty percent (50%) of the import capacity at each Scheduling Point that remains after the tier 1 and tier 2 CRR Allocations and after considering any previously allocated Long Term CRRs that are valid for that month as described in Section 36.4.1 of this Appendix.

In the monthly CRR Allocation processes subsequent to CRR Year One there will be no special provisions regarding CRR Sources at Scheduling Points in tier 1 for LSEs. For tier 2 the CAISO will calculate and set aside for the monthly CRR Auction fifty percent (50%) of the import capacity that remains at each Scheduling Point after accounting for the annual CRR Allocation and Auction results for that month, any previously allocated Long Term CRRs that are valid for that month, and the results of tier 1 of the monthly CRR Allocation.

**36.8.4.2.3 Scheduling Points as CRR Sources for Qualified OCALSEs.**

In the annual CRR Allocation process a Qualified OCALSE may nominate CRRs whose CRR Source is a Scheduling Point to the extent it meets the requirements of Section 36.9.1 of this Appendix.

**36.8.5 Load Migration Between LSEs.**

The CAISO shall track Load Migration between LSEs through Load Migration data provided to the CAISO by each UDC, MSS Operator or other entity that provides distribution service to customers. Load Migration will be reflected in the hourly Load data and Load forecasts used by the CAISO to calculate the CRR Load Metrics and Seasonal and Monthly CRR Eligible Quantities for each LSE, in accordance with procedures set forth in the applicable Business Practice Manual. Except for the annual and monthly CRR Allocations conducted just before the MRTU Tariff is in effect, Load Migration will be reflected in appropriate adjustments to each affected LSE's Seasonal and Monthly CRR Eligible Quantities in the annual and monthly CRR Allocations, as well as its PNP Eligible Quantities in the next annual CRR Allocation. LSEs that hold Seasonal CRRs or Long Term CRRs and that lose or gain Load through Load Migration must comply with Section 36.8.5.3 of this Appendix regarding the transfers of current CRR holdings to reflect Load Migration. In the event that an LSE gains or will gain Load that previously belonged to a Load-losing LSE that will not function as an LSE in the applicable year the CRRs to be allocated will be in effect, the CAISO will manually adjust both the Load Metric and the PNP Eligible Quantities of the Load-gaining LSE based on the best information the CAISO has available, not limited to information provided by the Load-losing LSE such as the percentage distribution of its Load that is transferred to the Load-gaining LSEs.

**36.8.5.1 Tracking of Load Migration by CAISO.**

The CAISO will implement all appropriate adjustments due to Load Migration on a monthly basis. In order to enable the CAISO to track Load Migration and determine the appropriate adjustments, each UDC, MSS Operator, and other entity that provides distribution service to customers will provide to the CAISO the following minimum information on each customer that migrates between LSEs: (i) customer identification information, (ii) information to establish the customer's retail customer class, (iii) the original and new LSEs serving the customer, (iv) the effective date of the Load Migration, and (v) the most recent twelve (12) months of billing data for the customer. Each UDC, MSS Operator and other entity that



provides distribution service to customers will also provide to the CAISO the number of customers served by each LSE in each retail customer class as of the start of each month, plus information on the average consumption by customers in each retail customer class. Further details regarding the information to be supplied to the CAISO is set forth in the applicable Business Practice Manual. The CAISO will receive information from each UDC, MSS Operator, and other entity providing distribution service on an ongoing monthly basis, and will perform the calculations for any appropriate adjustments due to Load Migration on a monthly basis. New CRRs will be allocated, in accordance with Section 36.8.5.3 of this Appendix to reflect Load Migration effective by the first of the month and will be made effective on the first day of the first month, following the CAISO's performance of the calculations.

**36.8.5.2 [Not Used]****36.8.5.3 Adjustments to Current CRR Holdings to Reflect Load Migration.**

For the 2009 CRR allocation, the CAISO will account for the cumulative Load Migration that occurred from April 1, 2006 until the last date for which the CAISO has data available as provided in Section 36.8.5.1 of this Appendix before the MRTU Tariff becomes effective through an adjustment of CRR Holdings as further described in the Business Practice Manuals. Based on the Load transfer percentages calculated based on the data made available through the tracking process in Section 36.8.5.1 and further described in the Business Practice Manual, the CAISO will calculate and perform appropriate adjustments to current CRR holdings for each pair of LSEs affected by Load Migration to reflect the net amount of Load that migrated between those two LSEs during each Load Migration tracking period and for each LAP in which the LSEs serve Load. The CAISO will perform such calculations in accordance with the appropriate Business Practice Manual, and will perform the adjustments by creating and allocating equal and opposite sets of new CRRs for each pair of LSEs affected by Load Migration. The net Load gaining LSE of the pair will receive a set of new CRRs that match the CRR Sources and CRR Sinks of all the Seasonal and Long Term CRRs previously allocated to the net Load losing LSE of the pair, in MW quantities proportional to the net amount of the net Load losing LSE's Load that migrated to the net Load gaining LSE of the pair within each LAP in which the LSEs serve Load. The net Load losing LSE of the pair will receive a set of new Offsetting CRRs. After the assignment of Offsetting CRRs, the net Load losing LSE will still hold the CRRs it held before it was assigned the Offsetting CRRs. The Load gaining LSE may nominate its new Seasonal CRRs in the Priority Nomination Process of the next annual CRR Allocation process. The net Load losing LSE may not nominate in the Priority Nomination Process either: (i) the Seasonal CRRs corresponding to the new CRRs allocated to the Load gaining LSE, or (ii) the Offsetting CRRs allocated due to Load Migration. An LSE to which the CAISO allocates new CRRs to reflect Load Migration must be either a Candidate CRR Holder or a CRR Holder and meet all requirements applicable to such entities.

**36.8.5.4 Load Migration and Compliance with CAISO Credit Requirements.**

To the extent that the credit requirements of an LSE as specified in Section 12 are updated by the allocation of new CRRs to reflect Load Migration, the CAISO will do the following. For new CRRs that result in net charges to the affected LSE over a Settlement period these charges will appear on the LSE's Settlement Statement irrespective whether the LSE has met the updated credit requirement. For new CRRs that result in net payments to the affected LSE over a Settlement period and that LSE has not met the updated credit requirements affected by the allocation of new CRRs to reflect Load Migration, the CAISO shall withhold payment until those updated credit requirements are met. At the end of each Settlement period, if the LSE has not met the updated credit requirements resulting from Load Migration CRR transfers, the CAISO will add any net payments that accrued to the transferred CRRs to the CRR Balancing Account to be included in the end-of-month clearing of the CRR Balancing Account, and those net payments will no longer be recoverable by the LSE. The CAISO may place new allocated CRRs into CRR Auctions if the non-compliance with credit or applicable Financial Security requirements is persistent.

**36.8.5.5 [Not Used]**

**36.8.5.6 Load Migration Reflected in the Monthly CRR Allocation Process.**

An LSE who loses or gains net Load through Load Migration must reflect that loss or gain in the monthly Load forecasts it submits to the CAISO for determining its monthly CRR Eligible Quantities for future monthly CRR Allocations.

**36.8.6 Load Forecasts Used to Calculate CRR MW Eligibility.**

The CAISO will work closely with appropriate state and Local Regulatory Authorities and agencies to ensure that historical Load data and load forecasts used to establish Seasonal and Monthly CRR Eligible Quantities as provided in Section 36.8.2 of this Appendix are consistent with the Load data and load forecasts used to establish resource adequacy requirements. For the purpose of this consistency assessment, the CAISO will consider the most current available Load data and Load forecasts submitted by the LSE to the applicable state, Local Regulatory Authorities and agencies, subject to the CAISO's ability to perform the consistency assessment and any necessary adjustments pursuant to Sections 36.8.2.1 and 36.8.2.2 of this Appendix within the CRR production time line as specified in the applicable Business Practice Manual.

**36.8.7 Long Term CRRs and Participating TO Withdrawals from the CAISO Controlled Grid.**

In the event a Participating TO gives the required notice and withdraws facilities or Entitlements from the CAISO Controlled Grid, the CAISO will reconfigure Long Term CRRs as necessary to reflect the CAISO Controlled Grid after the withdrawal. After reconfiguration, the CAISO will run SFTs on the reconfigured Long Term CRRs and, if necessary, reduce some of the reconfigured Long Term CRRs to ensure their feasibility. If the CRR Source and CRR Sink for an allocated Long Term CRR both are located within a departing Participating TO Service Territory, the Long Term CRR would expire on the effective date of the Participating TO's withdrawal.

**36.9 CRR Allocation to OCALSEs.**

OCALSEs who wish to nominate and be allocated CRR Obligations in the same annual and monthly CRR Allocation processes described in Section 36.8 of this Appendix may do so subject to the provisions of this Section 36.9 of this Appendix and if such OCALSEs are qualified and registered as Candidate CRR Holders or CRR Holders. An OCALSE may participate in the CRR Allocation processes and be allocated CRRs to the extent that: (1) such OCALSE makes a showing of legitimate need for the CRRs nominated as provided by Section 36.9.1 of this Appendix; (2) such OCALSE pre-pays or commits to pay the appropriate Wheeling Access Charge in the amount of MW of CRRs nominated as provided in Section 36.9.2 of this Appendix; (3) the external load for which CRRs are nominated will be exposed to CAISO Congestion charges because it is not served by Supply resources other than exports from the CAISO Control Area; (4) the external load for which CRRs are nominated is not served through an ETC, TOR or Converted Rights by which it has been designated as eligible to receive the reversal of Congestion charges; (5) such OCALSE complies with the verification requirements in Section 36.9.4 of this Appendix; and (6) the nominated CRRs clear the relevant SFTs. An OCALSE that participates in the CRR Allocation processes will be subject to the applicable rules governing the tiered structure of these processes. All CRRs allocated under the terms of this Section 36.9 will be CRR Obligations.

**36.9.1 Showing of Legitimate Need.**

An OCALSE must make a showing to the CAISO of legitimate need to enable the CAISO to verify the CRR Sources it wants to nominate. All CRR nominations by OCALSEs in all CRR years must be source verified based on the showing of legitimate need. The CAISO's verification of legitimate need will be based on demonstration by the OCALSE of an executed Energy contract from a Generating Unit or System Resource that covers the time period of the CRRs nominated, or ownership of such Generating Unit or System Resource. For such CRR Sources the showing of legitimate need must be made for each CRR term for which the OCALSE wants to nominate CRRs in a timely manner prior to the start of the relevant annual or monthly CRR

Allocation process. For CRR Sources that will be verified based on generating resources located outside the CAISO Control Area, a Scheduling Point must be nominated as the corresponding CRR Source. Generating resources located outside of the CAISO Control Area to be used by the OCALSE to verify a Scheduling Point as a CRR Source must not be located within the OCALSE's own Control Area. The Verified CRR Source Quantity and Adjusted Verified CRR Source Quantity corresponding to any CRR Source nominated by an OCALSE will be calculated in accordance with Section 36.8.3.4 of this Appendix, with the modification that for an OCALSE these quantities will be calculated for each CRR Allocation process in which the Qualified OCALSE wants to participate, consistent with the requirement for ongoing source verification based on a forward showing in conjunction with the OCALSE's annual showing of legitimate need. For a CRR Source that is a Scheduling Point, pursuant to the legitimate need showing requirement, an OCALSE must demonstrate that it has procured the appropriate transmission service from the transmission provider outside the CAISO Control Area to the Scheduling Point that the OCALSE intends to nominate as a CRR Source for the term of the CRR being nominated. Such demonstrations shall be provided by the OCALSE to the CAISO through the submission of a written sworn declaration by an executive employee authorized to represent the OCALSE and attest to the accuracy of the data demonstration. As necessary, the CAISO may request, and such OCALSE must produce in a timely manner, documents in support of such declaration.

### **36.9.2 Prepayment of Wheeling Access Charges.**

#### **36.9.2.1 Prepayment of Wheeling Access Charges for Allocated CRRs.**

An OCALSE will be required to prepay relevant Wheeling Access Charges, to be calculated as described in this section and further specified in the Business Practice Manual, for the full term of the Monthly, Seasonal and Long Term CRRs it intends to nominate in order to participate in the CRR Allocation processes and be allocated CRRs. To be eligible for the allocation of Seasonal CRRs or Monthly CRRs the OCALSE must submit the full required prepayment and have it accepted by the CAISO prior to the OCALSE's submission of nominations for the relevant annual or monthly CRR Allocation, except as provided below in Section 36.9.2.2 of this Appendix. To be eligible for nominations of Long Term CRRs,



the OCALSE must submit the full prepayment and have it accepted by the CAISO prior to the OCALSE's submission of nominations of Long Term CRRs in Tier LT, except as provided below in Section 36.9.2.2 of this Appendix. For each MW of Monthly, Seasonal or Long Term CRR to be nominated the nominating OCALSE must prepay one MW of the relevant Wheeling Access Charge, which equals the per-MWh WAC that is associated with the Scheduling Point the OCALSE intends to nominate as a CRR Sink and that is expected at the time the CRR Allocation process is conducted to be applicable for the period of the CRR nominated, times the number of hours comprising the period of the CRR nominated as further specified in the applicable Business Practice Manual.

### **36.9.2.2 Eligibility for Prepayment of WAC on an Annual or Monthly Basis.**

An OCALSE deemed creditworthy pursuant to the requirements of Section 12 may elect to prepay the determined WAC responsibility on a monthly basis for the Seasonal or Long Term CRRs that it seeks to be allocated, provided that such OCALSE has demonstrated a commitment to pay the required WAC for the entire term of the CRRs sought by submitting to the CAISO a written sworn statement by an executive that can bind the entity. In order to be eligible for this option, the OCALSE must submit and the CAISO must accept this sworn statement prior to the applicable CRR Allocation process in which the OCALSE intends to nominate a CRR. An OCALSE choosing to pay on a monthly basis shall make its monthly payments on a schedule specified in the applicable Business Practice Manual. An OCALSE deemed creditworthy pursuant to the requirements of Section 12 may also elect to prepay its determined WAC responsibility associated with an allocated Long Term CRR on an annual basis, provided that such OCALSE has demonstrated a commitment to pay for the entire term of the Long Term CRRs sought by submitting to the CAISO and the CAISO accepting a written sworn statement by an executive that can bind the entity. An OCALSE choosing to pay such WAC obligation on an annual basis shall make its payment each year on a schedule specified in the applicable Business Practice Manual.

### **36.9.2.3 Refund of Prepaid WAC for Unallocated CRRs.**

To the extent that an OCALSE prepays a quantity of the WAC and is not allocated the full amount of CRRs nominated, WAC prepayment for CRRs not allocated will be refunded by the CAISO within thirty (30) days following the completion of the relevant CRR Allocation process.

**36.9.3 CRR Eligible Quantities.**

The CAISO will calculate the Seasonal and Monthly CRR Eligible Quantities for OCALSEs as described in Section 36.8.2 of this Appendix with the following modifications. The OCALSE must submit two sets of hourly data from which the CAISO will construct load duration curves for determining the Seasonal and Monthly CRR Eligible Quantities. One set of hourly data must reflect the OCALSE's historical hourly exports at the Scheduling Point that is the CRR Sink of the nominated CRRs. The historical hourly exports shall be based on the tagged Real-Time Interchange Export Schedules for the OCALSE. An OCALSE that wishes to nominate multiple Scheduling Points as CRR Sinks in the CRR Allocation process will have distinct CRR Eligible Quantities for each nominated Scheduling Point, and prior to each annual CRR Allocation process must submit historical hourly export data at each such Scheduling Point from which the CAISO will calculate the associated CRR Eligible Quantities. The second set of hourly data must reflect the prior year's hourly metered load for the end-use customers the OCALSE served outside the CAISO Control Area and that were not served from sources other than exports from the CAISO Control Area. The OCALSE's Seasonal and Monthly CRR Eligible Quantities will be based on the lesser of (1) the total historical hourly export data for all Scheduling Points submitted as CRR Sinks, and (2) the hourly metered load for the external end-use customers served by the OCALSE and that were not served from sources other than exports from the CAISO Control Area. An OCALSE also must demonstrate that it has firm transmission rights pursuant to the tariffs of intervening transmission providers from its Scheduling Point sink to the end-use customers in the OCALSE's Control Area. The OCALSE shall support its data submission and the demonstration of transmission rights to its end-use customers with a sworn affidavit by an executive employee authorized to represent the OCALSE and attest to the accuracy of the data and demonstration. As necessary, the CAISO may request, and such OCALSE must produce in a timely manner, the raw data and calculations used to develop the submitted data set and the demonstration of transmission rights to its end-use customers.

**36.9.4 Eligible CRR Sources and Sinks.**

Eligible CRR Sources will be the PNodes of the Generating Units or Scheduling Points for which the OCALSE has made a legitimate need showing as described above in Section 36.9.1 of this Appendix. Eligible CRR Sinks will be the Scheduling Points for which the CAISO has established Seasonal and Monthly CRR Eligible Quantities as described in Section 36.9.3 of this Appendix. An OCALSE nominating CRRs having CRR Sources internal to the CAISO Control Area will be limited to seventy-five percent (75%) of each of its corresponding Adjusted Verified CRR Source Quantities in all tiers of the annual CRR Allocation process in CRR Year One and in subsequent years. An OCALSE nominating CRRs having CRR Sources external to the CAISO Control Area will be limited to seventy-five percent (75%) of each of its corresponding Adjusted Verified CRR Source Quantities in all tiers of the annual CRR Allocation process in CRR Year One. In CRR years subsequent to CRR Year One, the OCALSE may renew previously allocated CRRs having external CRR Sources, subject to the applicable quantity limitations and other requirements specified in this Section 36.

**36.9.5 Priority Nomination Process.**

CRRs allocated pursuant to this Section 36.9 shall be eligible for nomination in the Priority Nomination Process to the extent that the requirements of this Section 36.9 are met at the time of the relevant CRR Allocation.

**36.10 CRR Allocation to Metered Subsystems.**

An MSS Operator that elects gross Settlement may participate in the CRR Allocation processes and be allocated CRR Obligations. An MSS Operator that elects net Settlement may participate in the CRR Allocation processes and be allocated CRRs, except that its Seasonal and Monthly CRR Eligible Quantities will reflect its net Load and its allocated CRRs will use MSS-LAPs as CRR Sinks. The MSS Operator will be required to submit to the CAISO the appropriate hourly historical net Load data and net Load forecast data from which the CAISO will construct net Load duration curves to determine the Seasonal and Monthly CRR Eligible Quantities.

**36.11 CRR Allocation to Merchant Transmission Facilities.**

Project Sponsors of Merchant Transmission Facilities who turn such facilities over to CAISO Operational Control and do not recover the cost of the transmission investment through the CAISO's Access Charge or WAC or other regulatory cost recovery mechanism may be allocated, at the Project Sponsor's election, either CRR Options or Obligations that reflect the contribution of the facility to grid transfer capacity as determined below.

**36.11.1 Eligibility for Merchant Transmission CRRs.**

The Project Sponsor of a Merchant Transmission Facility shall be entitled to receive Merchant Transmission CRRs as determined in accordance with this Section 36.11. A Merchant Transmission CRR allocated through this process is effective for thirty (30) years or for the pre-specified intended life of the Merchant Transmission Facility, whichever is less. Merchant Transmission CRRs represent binding commitments for thirty (30) years or for the pre-specified intended life of the Merchant Transmission Facility, whichever is less. The binding commitment by a CRR Holder that holds Merchant Transmission CRRs may not be terminated or otherwise modified by the CRR Holder prior to the end of the term of the Merchant Transmission CRR.

**36.11.2 Procedure for Allocating Merchant Transmission CRRs.**

No less than forty-five (45) days prior to the in-service date of a Merchant Transmission Facility, the Project Sponsor of the facility will inform the CAISO of the in-service date of the facility and that the Project Sponsor will be requesting Merchant Transmission CRRs associated with the Merchant Transmission Facility. The CAISO will complete the Merchant CRR Allocation after the in-service date of the facility and will allocate Merchant Transmission CRRs whose payment stream will be retroactive back to the in-service date.

**36.11.3 Determination of Merchant Transmission CRRs to be Allocated to a Project Sponsor of a Merchant Transmission Facility.**

**36.11.3.1 Nominations of Merchant Transmission CRRs.**

The Project Sponsor of a Merchant Transmission Facility must submit nominations for Merchant Transmission CRRs at least twenty-one (21) days prior to the in-service date of the facility. The Project Sponsor may nominate up to five individual, Point-to-Point CRRs for each of the two on-peak and off-peak time of use periods. Each of the individual, point-to-point nominations must specify: (i) a single CRR Source location; (ii) a single CRR Sink location, (iii) a MW quantity; (iv) a time of use period (on-peak or off-peak); and (v) a CRR type, either CRR Options or CRR Obligations.

**36.11.3.2 Methodology to Determine Merchant Transmission CRRs.**

The CAISO shall determine the incremental Merchant Transmission CRRs associated with a Merchant Transmission Facility pursuant to this Section 36.11.3.2. The determination will include an assessment of the simultaneous feasibility of the incremental Merchant Transmission CRRs and all other outstanding CRRs. The CAISO will determine the feasible incremental Merchant Transmission CRRs using a three-step process.

**36.11.3.2.1 Step One: the Capability of the Existing Transmission System.**

In step one the CAISO will determine the base CRR capability of the system using a Simultaneous Feasibility Test that incorporates as Fixed CRRs all existing encumbrances through the end of the CRR year for which the annual CRR Allocation and Auction process has already been conducted, including encumbrances for the month covered by the most recently conducted monthly CRR Allocation and Auction process. This analysis will determine the extent to which the nominated Merchant Transmission CRRs are feasible on the existing transmission system absent the Merchant Transmission Facility. As a result of this analysis, the CAISO will create temporary test CRR Options to reserve grid capacity that the Project Sponsor of the Merchant Transmission Facility is not eligible to receive. The temporary test CRR Options will have the same CRR Source and CRR Sink pairs as the Merchant Transmission CRR nominations submitted by the Project Sponsor.

**36.11.3.2.2 Step Two: Mitigation of Impacts on Existing Encumbrances.**

In the second step, the CAISO will add the proposed Merchant Transmission Facility to the DC FNM and run a SFT using the Fixed CRRs. The second step will ensure that the addition of a Merchant Transmission Facility does not negatively impact any existing encumbrances through the end of the CRR year for which the annual CRR Allocation and Auction process for Annual CRRs has already been conducted, including encumbrances for the month covered by the most recently conducted monthly CRR Allocation and Auction process. For any impacts identified in this step the Project Sponsor of the Merchant Transmission Facility will be required to mitigate the impacts for the same period. The mitigation can include having the Project Sponsor of the Merchant Transmission Facility hold counterflow CRRs that maintain the feasibility of the existing encumbrances over the same period.

**36.11.3.2.3 Step Three: the Incremental Merchant Transmission CRRs.**

In the third step, the CAISO will determine the Merchant Transmission CRRs to be allocated to the Project Sponsor of the Merchant Transmission Facility. The CAISO will determine the capability of the system to award incremental Merchant Transmission CRRs using a DC FNM that incorporates the proposed Merchant Transmission Facility. The CAISO will conduct separate SFTs for each time of use period. For each time of use period, the CAISO will perform a multi-period SFT that simultaneously evaluates two sets of grid conditions. The first set of grid conditions includes all existing encumbrances for the month covered by the most recently conducted CRR Allocation and Auction process for Monthly CRRs including any temporary test CRRs from step one and any counterflow CRRs from step two. The second set of grid conditions models only Transmission Ownership Rights. Each SFT will consider the entire set of Merchant Transmission CRR nominations for the time of use period and will solve to maximize the MWs of Merchant Transmission CRRs to be allocated to the Project Sponsor of the Merchant Transmission Facility, subject to simultaneous feasibility. The nominated Merchant Transmission CRRs that are feasible in the multi-period SFTs for each time of use period will be allocated to the Project Sponsor of the Merchant Transmission Facility.

**36.12 [NOT USED]**

**36.13 CRR Auction.**

The CAISO shall conduct CRR Auctions on an annual and monthly basis subsequent to each annual and monthly CRR Allocation process. Candidate CRR Holders may bid to purchase and may acquire CRR Obligations through the CAISO's annual and monthly CRR Auctions in accordance with the provisions of this Section 36.13. CRR Auction results shall be settled as provided in Section 11.2.4.3 of this Appendix.



### **36.13.1 Scope of the CRR Auctions.**

The CAISO will conduct a CRR Auction corresponding to and subsequent to the completion of each CRR Allocation process, and prior to the start of the period to which the auctioned CRRs will apply. Each CRR Auction will release CRRs having the same seasons, months and time of use specifications as the CRRs released in the corresponding CRR Allocation; provided, however, that if the MRTU Tariff is not expected to be in effect during certain months of the next annual period, the CAISO may adjust the term of the season in which the months fall accordingly. Each CRR Auction will utilize the same DC FNM that was utilized in the corresponding CRR Allocation. For each CRR Auction, the CRRs allocated in the corresponding CRR Allocation will be modeled as fixed injections and withdrawals on the DC FNM and will not be adjusted by the SFT in the CRR Auction process. Thus the CRR Auction will release only those CRRs that are feasible given the results of the corresponding CRR Allocation. CRRs released in a CRR Auction will be indistinguishable from CRRs released in the corresponding CRR Allocation for purposes of settlement and secondary trading. The following additional provisions apply. First, participants in the CRR Auctions will have more choices regarding CRR Sources and CRR Sinks than are eligible for nomination in the CRR Allocations, as described in Section 36.13.5 of this Appendix. Second, to the extent a Market Participant receives CRRs in both a CRR Allocation and the corresponding CRR Auction, the CRRs obtained in the CRR Auction will not be eligible for nomination in the PNP. Third, in CRR Year One the CRR Auction cannot be used by CRR Holders to offer for sale CRRs they acquired in a prior CRR Allocation, CRR Auction or through the Secondary Registration System. In the annual and monthly CRR Auction processes for years following CRR Year One, CRR Holders may offer for sale any CRRs held by such holders, subject to the limitations on sale and transfer of Long Term CRRs specified in Section 36.7.1.2 of this Appendix. Merchant Transmission CRRs that are CRR Options may be offered for sale in the annual and monthly CRR Auctions for years following CRR Year One, subject to the same temporal limitations that apply to Long Term CRRs as specified in Section 36.7.1.2 of this Appendix.

**36.13.2 Responsibilities of the CAISO Prior to Each CRR Auction.**

The CAISO shall publish on the CAISO Website a notice of upcoming CRR Auctions at least seven (7) days prior to the CRR Auction. The CAISO will also provide additional information needed by CRR Auction participants in accordance with the provisions of Section 6.5.1 of this Appendix.

**36.13.3 CRR Holder Creditworthiness.**

All Market Participants are eligible to acquire CRRs by participating in the CRR Auction, provided that the Market Participant has met all the CRR Holder requirements described in Section 36.5, the creditworthiness provisions in Section 12 of the CAISO Tariff and Section 12.6 of this Appendix and the relevant Business Practice Manual.

**36.13.4 Bids in the CRR Auctions.**

Bids to purchase CRRs shall be submitted in accordance with the requirements set out in this Section 36.13.4 and as further specified in the applicable Business Practice Manuals. Once submitted to the CAISO, CRR bids may not be cancelled or rescinded by the Market Participant after the CRR Auction is closed. Market Participants may bid for Point-to-Point CRRs and Multi-Point CRRs. Each bid for a Point-to-Point CRR shall specify:

- a) The associated month or season and time of use period;
- b) The associated CRR Source and CRR Sink;
- c) A monotonically non-increasing piecewise linear bid curve in quantities (denominated in thousandths of a MW) and prices (\$/MW).

Each bid for a Multi-Point CRR shall specify:

- d) The associated month or season and time of use period;
- e) The associated CRR Sources and CRR Sinks;
- f) For each CRR Source, a monotonically non-decreasing piecewise linear bid curve in quantities (denominated in thousandths of a MW) and prices (\$/MW).
- g) For each CRR Sink, a monotonically non-increasing piecewise linear bid curve in quantities (denominated in thousandths of a MW) and prices (\$/MW).

Bid prices in all CRR bids may be negative.

#### **36.13.5 Eligible Sources and Sinks for CRR Auction.**

Allowable CRR Sources for CRRs acquired in the CRR Auction will be PNodes, Scheduling Points, Trading Hubs, LAPs, MSS-LAPs and Sub-LAPs. Allowable CRR Sinks for CRRs acquired in the CRR Auction will be PNodes, Scheduling Points, Trading Hubs, LAPs, MSS-LAPs and Sub-LAPs.

#### **36.13.6 Clearing of the CRR Auction.**

The SFT used to clear the CRR Auction will utilize the same DC FNM and optimization algorithm as the corresponding CRR Allocation, except that nominations to the CRR Auction will have associated price-quantity bid curves. The CRR Auction SFT will use the bid prices in determining which CRRs to award when not all nominations are simultaneously feasible, will select the set of simultaneously feasible CRRs with the highest total auction value as determined by the CRR bids, and will calculate nodal prices at each PNode of the DC FNM. In the event that there are two or more identical bids for a specific

combination of CRR Source and CRR Sink that affect an overloaded constraint, the CRR Auction optimization cannot distinguish these bids based on either effectiveness or price and therefore the CRR Auction optimization will award each CRR bidder a pro rata share of the CRRs that can be awarded based on the bid MW amounts. Based on the nodal prices calculated by the CRR Auction SFT, the CRR Market Clearing Price per MW for a specific CRR will equal the nodal price at the CRR Sink minus the nodal price at the CRR Source. For a Multi-Point CRR the CRR Market Clearing Price will equal the sum over all relevant CRR Sinks of the nodal price at each CRR Sink times that CRR Sink's share of the total MW of the CRR, minus the sum over all relevant CRR Sources of the nodal price at each CRR Source times that CRR Source's share of the total MW of the CRR Market Participants shall pay the associated CRR Market Clearing Prices for all CRRs bought through the CRR Auction.

**36.13.7            Announcement of CRR Auction Results.**

Within five (5) Business Days after the close of a CRR Auction, the CAISO shall post the results. The results shall include but are not limited to the MW quantity, the CRR Source and CRR Sink for each CRR awarded, the nodal prices calculated by the CRR Auction SFT, and the parties to whom the CRRs were awarded. The CAISO shall not disclose prices specified in any CRR bid.

**36.14 CRR Implications of Establishing New IBAA's or Modifying Existing IBAA's.**

**36.14.1 Coordination of IBAA Changes with Release of CRRs.**

To the extent practicable, the CAISO will coordinate future IBAA changes, including establishment of new IBAA's and modifications to existing IBAA's, with the annual CRR Allocation and CRR Auction processes. Where feasible, the CAISO will implement the FNM containing the IBAA changes for use in the CAISO Markets beginning with the markets for a Trading Day of January 1 of a new calendar year and, consistent with Section 6.5.1 of the MRTU Tariff, will provide Market Participants all the IBAA modeling and pricing details as part of the FNM information package that is made available for CRR purposes prior to the CAISO conducting the annual CRR Allocation and CRR Auction process for that calendar year. As a result, all CRRs released in that process will be based upon the same FNM for IBAA's that will be used in the CAISO Markets when the released CRRs and the IBAA changes become effective. In the event that there is a need to implement an IBAA change other than on January 1, the CAISO will incorporate the IBAA change into the FNM for the monthly CRR Allocation and CRR Auction process for the first month in which the IBAA change will take effect. In all cases the CAISO will follow the provisions of this Section 36.14 for assessing and mitigating impacts on any Previously-Released CRRs.

**36.14.2 Modifications to CRR Settlement of Previously-Released CRRs to Reflect IBAA Changes.**

To the extent an IBAA change, including the establishment of a new IBAA or a change to an existing IBAA, modifies the pricing for Settlement purposes of IFM scheduled transactions between the CAISO Balancing Authority Area and the IBAA, the Settlement of certain Previously-Released CRRs may no longer be consistent with the modified IFM Settlement. A CRR Holder of a Previously-Released CRR whose CRR Source or CRR Sink is affected by an IBAA change may make a one-time election either to (a) modify the Settlement of the affected CRR Source or CRR Sink to conform to the revised IFM pricing

associated with the IBAA change, or (b) retain the original CRR Source or CRR Sink specification of the Previously-Released CRR. The CRR Holder of such a CRR must make the one-time election prior to the first CRR Allocation and CRR Auction process that incorporates the IBAA change in the CRR FNM, in accordance with the process time line specified in the applicable Business Practice Manual. If the IBAA change is implemented to coincide with the beginning of a calendar year and is coordinated with the annual CRR Allocation and CRR Auction process for that year, as described in Section 36.14.1 of this Appendix, the provisions discussed herein apply only to Previously-Released CRRs that are Long Term CRRs and Previously-Released CRRs that are Seasonal CRRs obtained through the CRR Allocation and are eligible for PNP nomination. In the event that the IBAA change is implemented in the CAISO Markets other than on January 1, then these provisions apply also to any Previously-Released CRRs that are Seasonal CRRs effective for the remainder of the year in which the IBAA change is implemented.

**36.14.3 Potential Impact of an IBAA Change on the Revenue Adequacy of Previously-Released CRRs.**

It is possible that, as a result of modifying the CRR Sources or CRR Sinks of Previously-Released CRRs as provided in Section 36.14.2 of this Appendix, the entire set of Previously-Released CRRs may no longer be simultaneously feasible. Any such violation of simultaneous feasibility may or may not lead to a revenue shortfall, that is, a deficiency over the course of a month between the IFM Congestion Charge and the amount of funds needed to fully settle the CRRs that are in effect for that month. Consistent with Section 11.2.4.4.1 of the MRTU Tariff, any revenue shortfall that may result from IBAA-related changes to CRR Sources and CRR Sinks would be funded through the relevant monthly CRR Balancing Account.

**PART I. MISCELLANEOUS SECTIONS**

**11.2.4.3 Payments and Charges for Monthly and Annual Auctions.**

The CAISO shall charge CRR Holders for the market clearing price for CRRs obtained through the clearing of the CRR Auction as described in Section 36.13.6 of this Appendix. To the extent the CRR Holder purchases a CRR through a CRR Auction that has a negative value, the CAISO shall pay the CRR Holder for taking the applicable CRR. The CAISO shall net all revenue received and payments made through this process and shall add the net remaining seasonal and monthly CRR Auction revenue amounts (either negative or positive amounts) to the CRR Balancing Account for the appropriate month. CRR Auction revenues for each season are allocated uniformly across the three monthly accounts comprising each season.

**24.7.3** Provided that the CAISO has Operational Control of the Merchant Transmission Facility, a Project Sponsor that does not recover the investment cost under a FERC-approved rate through the Access Charge or a reimbursement or direct payment from a Participating TO shall be entitled to receive Merchant CRRs as provided in Section 36.11 of this Appendix. The full amount of capacity added to the system by such transmission upgrades or additions will be as determined through the regional reliability council process of the Western Electricity Coordinating Council or its successor.

**24.7.3.1** Pursuant to its Project Sponsor status as specified in Section 4.3.1.3, consistent with FERC's findings in Docket Nos. EL04-133-001, ER04-1198-000, and ER04-1198-001, issued on May 16, 2006 (115 FERC ¶ 61,178), Western Path 15 shall receive compensation associated with transmission usage rights modeled for Western Path 15. In the event that Western Path 15 has an approved rate schedule that returns excess revenue from any compensation obtained from the CAISO associated with the transmission usage rights for Western Path 15, such revenue shall be returned to the CAISO through a procedure established by the CAISO and the Western Area Power Administration for that purpose.

**24.7.3.2** Pursuant to its Project Sponsor status, consistent with FERC's findings in Docket No. ER03-407, issued on June 15, 2006 (115 FERC ¶ 61, 329), FPL Energy, LLC shall receive Merchant CRRs associated with transmission usage rights modeled for the Blythe Path 59 upgrade, such Merchant CRRs to be in effect for a period of thirty years, or the pre-specified intended life of the Merchant Transmission Facility, whichever is less, from the date of Blythe Path 59 was energized. For the purpose of allocating Merchant CRRs to FPL Energy, LLC over the Path 59 upgrade the allocation of Option CRRs in the import (east to west, from the Blythe Scheduling Point to the 230 kV side of the 161 kV to 230 kV transformer at the Eagle Mountain substation) as well as of Option CRRs in the export (west to east) direction will be based on 57.1 percent of the total upgrade (96 MWs out of the 168 MWs), which is FPL Energy, LLC's share of the total upgrade as approved by FERC in the Letter Order issued by FERC on June 15, 2006 in Docket No. ER03-407 (115 FERC ¶ 61,329).



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**PART J. PRO FORMA MSS AGGREGATOR CRR ENTITY AGENT AGREEMENT**

The provisions of this Part J are necessary to enable the CAISO to establish the terms of a *pro forma* service agreement by which the CAISO will enter into a direct relationship with MSS Aggregators that desire to participate in the CRR Allocation and CRR Auction to be conducted in the summer and fall of 2007.

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

**AND**

**[METERED SUBSYSTEM AGGREGATOR]**

**MSS AGGREGATOR CRR ENTITY AGENT AGREEMENT**

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**MSS AGGREGATOR CRR ENTITY AGENT AGREEMENT**

**THIS AGREEMENT** is dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is entered into, by and between:

(1) **[INSERT NAME OF MSS AGGREGATOR]**, a **[INSERT TYPE OF ENTITY]**, having its registered and principal place of business located at **[INSERT ADDRESS]**, acting as the agent on behalf of the following principals: **[INSERT NAMES OF MSS OPERATOR LSEs]**, all of which are MSS Operators and Load Serving Entities, ("MSS Operators") pursuant to the terms of that certain **[INSERT TITLE OF MSS AGGREGATOR AGREEMENT]** ("MSSAA") dated \_\_\_\_\_ (the "CRR Entity Agent");

and

(2) **California Independent System Operator Corporation**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, initially 151 Blue Ravine Road, Folsom, California 95630 (the "CAISO").

The CRR Entity Agent and the CAISO are hereinafter referred to individually as a "Party" and collectively as the "Parties."

**Whereas:**

- A.** The CAISO Tariff provides that any entity that holds or intends to hold CRRs must register and qualify with the CAISO and comply with the terms of the CAISO Tariff (either directly or through its agent), regardless of whether they are to acquire CRRs through the CRR Allocation or CRR Auction, or through the Secondary Registration System.
- B.** The CRR Entity Agent pursuant to the terms of the MSSAA is authorized by the aggregated MSS Operators to act on the behalf of the MSS Operators with regard to matters relating to CRRs, including, but not limited to, allowing the CRR Entity Agent to participate in the CRR nomination process on behalf of the MSS Operators, to accept financial responsibility under this Agreement, to perform settlement functions, and to comply with CAISO Tariff requirements.
- C.** The CRR Entity Agent has completed the Candidate CRR Holder application process on behalf of its aggregated MSS Operators and pursuant to the terms of the MSSAA is eligible to participate on behalf of the MSS Operators in the CRR Allocation or CRR Auction or register through the Secondary Registration System on behalf of the MSS Operators. However, the CRR Entity Agent will not hold title to or ownership of any CRRs issued to any of its aggregated MSS Operators through the CRR Allocation, CRR Auction, or Secondary Registration System processes. Rather, the CRR Entity Agent will hold title for the CRRs allocated to the individual MSS Operator's Load in trust on behalf of the MSS Operator.
- D.** The CAISO Tariff further provides that any entity that wishes to participate in the CRR Allocation or CRR Auction or register as a CRR Holder through the Secondary Registration System must meet all of the Candidate CRR Holder requirements and creditworthiness provisions in the CAISO Tariff and the relevant Business Practice Manual, including demonstration of its ability to accommodate the financial responsibility associated with holding CRRs.
- E.** The aggregated MSS Operators desire to act through the CRR Entity Agent to comply with all requirements referenced in part D, above, in order to obtain CRRs through the CRR Allocation, CRR Auction, or Secondary Registration System.

- F.** The CRR Entity Agent, on behalf of its aggregated MSS Operators, wishes to undertake such necessary tasks and requirements set forth herein to comply with the applicable provisions of the CAISO Tariff in order to allow the MSS Operators to participate in the CRR Allocation, CRR Auction, and Secondary Registration System processes.
- G.** The Parties are entering into this Agreement in order to establish the terms and conditions pursuant to which the CAISO and the CRR Entity Agent will discharge their respective duties and responsibilities under the CAISO Tariff.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

## **ARTICLE I DEFINITIONS AND INTERPRETATION**

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement in Appendix A of the CAISO Tariff, unless otherwise defined herein.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
  - (b) the singular shall include the plural and vice versa;
  - (c) the masculine shall include the feminine and neutral and vice versa;
  - (d) "includes" or "including" shall mean "including without limitation";
  - (e) references to a Section, Article, or Schedule shall mean a Section, Article, or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
  - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented, or restated through the date as of which such reference is made;
  - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced, or restated from time to time;
  - (h) unless the context otherwise requires, any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization, or other entity, in each case whether or not having separate legal personality;
  - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;

- (j) any reference to a day, week, month, or year is to a calendar day, week, month, or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

**ARTICLE II  
ACKNOWLEDGEMENTS OF CRR ENTITY AGENT AND CAISO**

- 2.1 Scope of Application to Parties.** The CRR Entity Agent and CAISO acknowledge that all MSS Aggregators that are authorized by their aggregated MSS Operators to act as the agent of those MSS Operators in undertaking all obligations and responsibilities of Candidate CRR Holders or CRR Holders must sign this Agreement in accordance with section 4.10.1.9.1 of the CAISO Tariff.

**ARTICLE III  
TERM AND TERMINATION**

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by both Parties or the date accepted for filing and made effective by FERC if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** Upon notice that the agency relationship between all of the aggregated MSS Operators and the CRR Entity Agent has terminated, including any notice that the MSSAA has terminated, the CAISO may terminate this Agreement by giving written notice to the CRR Entity Agent of termination. Further, subject to Article V, the CAISO may terminate this Agreement by giving written notice to the CRR Entity Agent of termination in the event that the CRR Entity Agent commits any material default under this Agreement and/or the CAISO Tariff as it pertains to this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to the CRR Entity Agent, written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement or unless the CAISO agrees, in writing, to an extension of the time to remedy such material default. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met and (2) the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default or (3) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

**3.2.2 Termination by CRR Entity Agent.** In the event that the CRR Entity Agent is no longer a CRR Holder as trustee for any or all of its aggregated MSS Operators, the CRR Entity Agent may terminate this Agreement, on giving the CAISO not less than ninety (90) days' written notice; provided, however, any outstanding financial right or obligation or any other obligation under the CAISO Tariff of the Candidate CRR Holder or CRR Holder (regardless of whether such obligation shall be borne by an aggregated MSS Operator or the CRR Entity Agent) that has arisen while the CRR Entity Agent was a Candidate CRR Holder or a CRR Holder as trustee for any or all of its MSS Operators, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive until satisfied. With respect to any notice of termination given pursuant to this Section, CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met and (2) the CAISO files the notice of termination within sixty (60) days after receipt of such request or (3) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the CRR Entity Agent's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

#### **ARTICLE IV GENERAL TERMS AND CONDITIONS**

- 4.1 CRR Holder Requirements.** The CRR Entity Agent acting on behalf of its aggregated MSS Operators must register and qualify on behalf of the MSS Operators with the CAISO and comply with all terms of the CAISO Tariff applicable to Candidate CRR Holders or CRR Holders, regardless of the manner in which it acquires the CRRs on behalf of its aggregated MSS Operators, whether by CRR Allocation or CRR Auction, or through the Secondary Registration System. The CRR Entity Agent shall participate in the CRR nomination process on an aggregated basis on behalf of each of its aggregated MSS Operators on the basis of that individual MSS Operator's Load ratio share set forth in Schedule 3. The CAISO shall allocate CRRs to each individual MSS Operator based on its Load ratio share set forth in Schedule 3, which CRRs will be held in the aggregate by the CRR Entity Agent on behalf of its aggregated MSS Operators. The CRR Entity Agent acknowledges and agrees that it shall not hold title to or ownership of any of the CRRs of its aggregated MSS Operators. Ownership and title of any obtained CRRs shall be held in trust by the CRR Entity Agent on behalf of the applicable MSS Operator in accordance with each MSS Operator's Load share ratio as set forth in Schedule 3.
- 4.2 CRR Holder Creditworthiness Requirements.** The CRR Entity Agent acting on behalf of its aggregated MSS Operators must comply with the requirements for creditworthiness applicable to Candidate CRR Holders or CRR Holders, including the creditworthiness provisions of the CAISO Tariff and the relevant Business Practice Manual.
- 4.3 Settlement Account.** The CRR Entity Agent on behalf of its aggregated MSS Operators shall maintain at all times an account with a bank capable of Fed-Wire transfer to which credits or debits shall be made in accordance with the billing and Settlement provisions of Section 11 of the CAISO Tariff. Such account shall be the account referred to in Schedule 2 hereof or as notified by the CRR Entity Agent to the CAISO from time to time by giving at least seven (7) days written notice before the new account becomes operational. Such changes to Schedule 2 shall not constitute an amendment to this Agreement.

- 4.4 CRR Entity Agent Responsibility for MSS Operator Load Share Ratio.** The CRR Entity Agent shall track each aggregated MSS Operator's Load share ratio of CRRs separately as set forth in Schedule 3 and shall be solely responsible for tracking such allocations. The CRR Entity Agent acknowledges and agrees that CAISO shall have no responsibility with regard to such pro rata allocations of CRRs as set forth in Schedule 3. The CAISO shall issue CRRs allocated to the aggregated MSS Operators in aggregate to the CRR Entity Agent, and the CRR Entity Agent shall be solely responsible for ensuring the proper allocation of such CRRs to each aggregated MSS Operator. In the event the MSS Operator and CRR Entity Agent aggregation or agency relationship terminates, the CRR Entity Agent shall be solely responsible for ensuring that the appropriate pro rata share of every CRR Source is properly assigned to the applicable MSS Operator.
- 4.5 Provision of Evidence of CRR Entity Agent Authority.** The CRR Entity Agent shall provide the CAISO with a copy of the MSSAA or other sufficient evidence to assure the CAISO of its authority to act as agent on behalf of its aggregated MSS Operators with regard to the matters addressed in this Agreement. The CRR Entity Agent shall provide the CAISO with the contact name, address, e-mail address, and phone number of an individual representative of each of its aggregated MSS Operators whom the CAISO may contact regarding matters addressed in this Agreement. The CRR Entity Agent shall immediately notify the CAISO in writing of any revision to the terms of the MSSAA that affects its authority to act as agent on behalf of its aggregated MSS Operators or any other change in its relationship with any of its aggregated MSS Operators.
- 4.6 Electronic Contracting.** All submitted applications, bids, confirmations, changes to information on file with the CAISO and other communications conducted via electronic transfer (e.g., direct computer link, FTP file transfer, bulletin board, e-mail, facsimile or any other means established by the CAISO) shall have the same legal rights, responsibilities, obligations and other implications as set forth in the terms and conditions of the CAISO Tariff as if executed in written format.
- 4.7 Agreement Subject to CAISO Tariff.** The Parties will comply with all provisions of the CAISO Tariff applicable to Candidate CRR Holders or CRR Holders. This Agreement shall be subject to the CAISO Tariff, which shall be deemed to be incorporated herein.

#### **ARTICLE V PERFORMANCE**

- 5.1 Penalties.** The CRR Entity Agent on behalf of its aggregated MSS Operators shall be subject to all penalties made applicable to Candidate CRR Holders and CRR Holders set forth in the CAISO Tariff. Nothing in this Agreement, with the exception of the provisions relating to ADR, shall be construed as waiving the rights of the CRR Entity Agent on behalf of its aggregated MSS Operators to oppose or protest the specific imposition by the CAISO of any FERC-approved penalty on the CRR Entity Agent or any MSS Operator.
- 5.2 Corrective Measures.** If the CRR Entity Agent or the CAISO fails to meet or maintain the requirements set forth in this Agreement and/or the CAISO Tariff, the CAISO or the CRR Entity Agent shall be permitted to take any of the measures, contained or referenced in the CAISO Tariff as it pertains to this Agreement, which the Party seeking enforcement deems to be necessary to correct the situation.

**ARTICLE VI  
COSTS**

- 6.1 Operating and Maintenance Costs.** The CRR Entity Agent shall be responsible for all its costs and any costs of its aggregated MSS Operators incurred in connection with all its CRR related activities.

**ARTICLE VII  
DISPUTE RESOLUTION**

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the ISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to one or more aggregated MSS Operators and/or the CRR Entity Agent (as applicable) and references to the CAISO Tariff shall be read as references to this Agreement.

**ARTICLE VIII  
REPRESENTATIONS AND WARRANTIES**

- 8.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law, and that the proper agreements providing for the CRR Entity Agent relationship with each aggregated MSS Operator, including, but not limited to, the MSSAA, are in full force and effect.

**ARTICLE IX  
LIABILITY**

- 9.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to one or more aggregated MSS Operators and/or the CRR Entity Agent (as applicable), and references to the CAISO Tariff shall be read as references to this Agreement. Further, in reliance on the agency relationship between the CRR Entity Agent and each aggregated MSS Operator, CAISO shall treat the CRR Entity Agent as the MSS Operators and shall not be liable to any aggregated MSS Operator for any claims, liabilities, or errors arising from this agency relationship, including, but not limited to, CRR ownership or Settlement Accounts, unless the CAISO causes such claim(s), liability(ies) or error(s) due to its gross negligence or willful conduct.

**ARTICLE X  
UNCONTROLLABLE FORCES**

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to one or more aggregated MSS Operators and/or the CRR Entity Agent (as applicable) and references to the CAISO Tariff shall be read as references to this Agreement.

**ARTICLE XI  
MISCELLANEOUS**

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and other CAISO Tariff requirements as applied to Candidate CRR Holders or CRR Holders. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand, or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes to Schedule 1 shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waivers at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the ISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: (i) any court of the State of California, (ii) any federal court of the United States of America located in the State of California, except to the extent subject to the protections of the Eleventh Amendment of the United States Constitution, or (iii) where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereto and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.



**11.8 Section Headings.** Section headings provided in this Agreement are for ease of reading and are not meant to interpret the text in each Section.

**11.9 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. If the amendment does not require FERC approval, the amendment will be filed with FERC for informational purposes. Nothing herein shall be construed as affecting in any way the right of the CAISO to make unilateral application to FERC for a change in the rates, terms, and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder. The standard of review the Commission shall apply when acting upon proposed modifications to this Agreement by the CAISO shall be the "just and reasonable" standard of review rather than the "public interest" standard of review. The standard of review the Commission shall apply when acting upon proposed modifications to this Agreement by the Commission's own motion or by a signatory other than the CAISO or non-signatory entity shall also be the "just and reasonable" standard of review. Schedules 1 and 2 are provided for informational purposes and revisions to those schedules do not constitute a material change in the Agreement warranting Commission review.

**11.10 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

**California Independent System Operator Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[INSERT NAME OF CRR ENTITY AGENT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 1**

**NOTICES**

**[Section 11.2]**

**CRR Entity Agent**

Name of Primary

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Name of Alternative

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

**CAISO**

Name of Primary

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name of Alternative

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**SCHEDULE 2**

**SETTLEMENT ACCOUNT**

**[Section 4.3]**

**CRR Entity Agent Account Information**

Settlement Account No:

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Title:

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Sort Code:

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Bank:

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**SCHEDULE 3**

**[Pro Rata Load Share per MSS Operator Represented by CRR Entity Agent]**

**[Section 4.4]**

**PART K. SETTLEMENT OF PREPAYMENTS BY OUT-OF-CONTROL AREA LOAD SERVING ENTITIES TO OBTAIN CRRS THROUGH THE CRR ALLOCATION PROCESS**

The provisions below are included in this Appendix BB in order to enable the CAISO to: 1) settle any pre-payments made by an OCALSE that obtained CRRs through the CRR Allocation process for 2008 as required in Section 36.9 of this Appendix, and also, 2) in instances where the terms of the allocated CRRs were reduced prior to the start of MRTU re-settle any such amounts consistent with the reduced terms of the allocated CRRs.

**11.2.5 Payment by Out-of-Control Area Load Serving Entity to Obtain CRRs Through the CRR Allocation Process.**

**11.2.5.1** Pursuant to Section 36.9, in addition to other requirements specified therein, an OCALSE will be eligible to participate in the CRR Allocation process if such entity has made a pre-payment to the CAISO and has met the requirements in Section 36.9. The prepayment amount shall equal the MW of CRR requested times the Wheeling Access Charge associated with the Scheduling Point corresponding to the CRR Sink times the number of hours in the period for each requested CRR MW amount. Except as provided in Section 39.9.2, such prepayment will be made three (3) Business Days in advance of the submission of CRR nominations for Monthly CRRs, Seasonal CRRs and Long Term CRRs to the CRR Allocation. Within thirty (30) days following the completion of the CRR Allocation process for Monthly CRRs, Seasonal CRRs and Long Term CRRs, the CAISO shall reimburse such OCALSE the amount of money pre-paid for any CRRs that were not allocated to the entity. To the extent that an OCALSE has prepaid Wheeling Access Charges, pursuant to Section 36.9 of this Appendix BB, for CRRs that have been reduced in term pursuant to Section 44.1, such Wheeling Access Charges shall be refunded to the OCALSE to reflect the reduction in term of the applicable CRRs.

**11.2.5.3 Monthly Prepayment Option.**

If the OCALSE qualified for the monthly prepayment option as specified in Section 36.9.2, the OCALSE shall make its payments consistent with the monthly prepayment schedule specified in the applicable Business Practice Manual.

**PART L. CRR CONTINGENCY PLAN**

Pursuant to the terms provided in this Part L of this Appendix, the CAISO shall: 1) reduce the terms of Seasonal CRRs and Long Term CRRs previously released through the annual CRR Allocation and Seasonal CRRs released through the CRR Auction to eliminate those months of their terms prior to when the CAISO will be operating under the MRTU Tariff as provided in Section 44.1; 2) resettle CRR Auction payments received or paid by the CAISO for positively or negatively valued CRRs, respectively, that were released through the annual CRR Auction as provided in Section 44.2; and 3) in the event that the CAISO cannot release Firm Transmission Rights through the FTR auction for the month of April or the month of May 2008, make FTRs available to eligible entities as further provided below in Section 44.2.

**44 Reduction of CRR Terms and Resettlement of Reduced Term CRRs.**

**44.1 Reduction in Term of CRRs for 2008.**

The terms of Seasonal CRRs released in the annual CRR Allocation or CRR Auction for 2008 and Long Term CRRs released in the annual CRR Allocation will be reduced to eliminate those months of their terms prior to the date on which the CAISO begins operations under the MRTU Tariff. For each CRR so reduced, the new term will begin at the start of the first hour of that CRR's time of use period in which the CAISO begins operations under the MRTU Tariff, and will end at that CRR's originally specified expiration. In the event that the CAISO begins operations under the MRTU Tariff after the originally specified expiration of a CRR, the term of that CRR will be reduced to zero.

**44.2 Adjustment of the CRR Auction Settlement for CRRs with Reduced Terms.**

For a CRR released in the CRR Auction for 2008 whose term is reduced pursuant to Section 44.1, the CAISO will calculate an adjustment to the CRR Auction Settlement by: 1) dividing the number of hours (on-peak or off-peak) that the term of the CRR was reduced by the number of hours (on-peak or off-peak) in the original term, and then 2) multiplying this ratio by the original CRR Auction Settlement amount for the CRR. To the extent that an adjustment to a CRR Auction Settlement is a positive amount, such amount will represent a payment due from the CAISO to the entity that received the CRR in the annual CRR Auction for 2008. To the extent that an adjustment to a CRR Auction Settlement is a negative amount, such adjustment shall represent a charge due to the CAISO from the entity who received the CRR in the CRR Auction for 2008.

**44.2.1 Timing of Reduction, Resettlement and Invoicing.**

**44.2.1.1 Timing of Reduction and Resettlement Before CAISO Establishes Start-up Date for the MRTU Day-Ahead Market.**

Commencing on April 1, 2008, and continuing until such time that the CAISO has announced the date on which it anticipates that it will begin operations under the MRTU Tariff through a CAISO Market Notice, the CAISO will, for each month during which the MRTU Tariff is not in effect: 1) for any CRRs released through the CRR Allocation and CRR Auction for 2008 that were originally scheduled to be in effect during that month, reduce the terms of such CRRs by one month as provided in Section 44.1, and 2) for any CRRs released through the CRR Auction for 2008 that were originally scheduled to be in effect during that month, adjust the CRR Auction Settlement as provided in Section 44.2. All adjustments to CRR Auction Settlements, as applicable, will apply to and will be netted for each CRR Holder that was originally awarded the CRRs in the first annual CRR Auction for 2008. The CAISO shall reflect any resulting payments or charges in a subsequent invoice per the ISO Payments Calendar as soon as practicable. The CAISO will calculate and include interest in the invoiced Settlement adjustments, as set forth in Section 44.2.2.



**44.2.1.2 Timing of Reduction and Resettlement After CAISO Establishes the Date on which it Will Begin Operations under the MRTU Tariff.**

As of April 1, 2008, and after such time that the CAISO has through a CAISO Market Notice announced either (1) the anticipated date on which it will begin operations under the MRTU Tariff, or (2) a date before which it will definitely not begin operations under the MRTU Tariff, the CAISO shall determine the number of months that remain in 2008 prior to the announced date and for which CRR term reduction and CRR Auction resettlement have not already been performed, and will perform the term reduction and CRR Auction resettlement for this time period as a whole in a one-time process. The CAISO shall reduce the terms of CRRs as provided in Section 44.1 and calculate CRR Auction resettlements as provided in Section 44.2 for the full remaining time period. These CRR Auction resettlements will be reflected in a subsequent invoice per the ISO Payments Calendar as soon as practicable after the date on which the CAISO announces either of the dates described above.

**44.2.2 Interest on Payments and Charges for Reduced Terms of CRRs Released Through the CRR Auction.**

As part of the calculation of CRR Auction Settlement adjustments for each affected CRR Holder, the CAISO shall calculate associated interest payments and charges in such a manner as to: (1) apply the same effective interest rate and interest period to holders of positively-valued and negatively-valued CRRs; and (2) ensure that the CAISO realizes neither a surplus nor a deficit of funds for any month for which CRR Auction Settlement adjustments are required. To accomplish these objectives the CAISO will calculate the interest payments and charges due to CRR Holders based on the effective interest rate the CAISO earned on the CRR Auction revenue amounts held in the monthly CRR Balancing Accounts, for the time period during which the CAISO earned interest on those amounts. Interest on a positively valued CRR will represent interest owed by the CAISO to the entity to whom the affected CRR was originally released in the CRR Auction for 2008. Interest on a negatively valued CRR will represent interest due to the CAISO from the entity who obtained the CRR in the 2008 CRR Auction.

**45 Firm Transmission Rights Additional Measures.**

**45.1 FTRs Awarded to New Participating TOs Under Section 36.4.3.**

FTRs awarded to New Participating TOs until the end of the transition period (December 31, 2010) under Section 36.4.3 will be extended until the earlier of the start-up date for MRTU or the end of 2010.

**45.2 Reduction of Terms of Firm Transmission Rights when MRTU Tariff is in Effect.**

After the CAISO commences operations under the MRTU Tariff, for any FTRs that are still effect at such time, the CAISO shall reduce the terms of any FTRs that were released for any hours beginning at 12:00 a.m., on April 1, 2008 and ending at 11:00p.m., on March 31, 2009 p.m., for any month that the CAISO is operating under the MRTU Tariff. The CAISO shall also refund to the FTR Holders the FTR auction Settlement amounts associated with the reduced terms of the FTRs proportionately. The CAISO shall reflect any resulting payments in a subsequent invoice per the ISO Payments Calendar as soon as practicable. The amount of interest to be paid to each party that was awarded FTRs in the FTR auction that are reduced in term shall be determined so that for each month for which the FTR auction is resettled the CAISO will realize neither a shortfall nor a surplus of funds and all affected FTR Holders will receive the same effective interest rate for the month. Thus the effective interest rate paid to the affected FTR Holders shall be based on the interest rate the CAISO has earned on amounts held in the monthly FTR auction accounts.

**PART M. CRR MONITORING AND AFFILIATE DISCLOSURE REQUIREMENTS**

**39.9 CRR Monitoring and Affiliate Disclosure Requirements.**

The CAISO will monitor the CRR holdings and CAISO Markets activity for anomalous market behavior, gaming, or exercise of market power resulting from CRR ownership concentrations that are not aligned with actual transmission usage as a result of secondary market auction outcomes. If the CAISO identifies such behavior it may seek FERC approval to impose position limits on the total number or MW quantity of CRRs that may be held by any single entity and its Affiliates. Each CRR Holder or Candidate CRR Holder must notify the CAISO of any Affiliate that is a CRR Holder, Candidate CRR Holder, or Market Participant, any Affiliate that participates in an organized electricity market in North America, and any guarantor of any such Affiliate.