



Section	Proposed Changes	Reason for Change
4.5.1.1.9.1	If the CAISO accepts the application, the Scheduling Coordinator Applicant must return an executed Scheduling Coordinator Agreement, Meter Service Agreement for Scheduling Coordinators, if applicable, any other applicable agreements, <del>and a completed credit application and Financial Security provided pursuant to Section 12</del> or documentation, as applicable.	This amendment proposes to correct a consistency and align this section 4.5.1.1.9.1 with section 12 of the CAISO tariff.
4.5.1.1.11(c)	it has met the <u>financial and</u> credit requirements of Section 12; and	This amendment proposes to make the tariff consistent by requiring “financial” and credit requirements.
4.5.1.2.1.2	The Scheduling Coordinator has an ongoing obligation to inform the CAISO within <del>five</del> <sup>three</sup> (5 <sup>3</sup> ) Business Days of any change to its credit ratings or any Material Change in Financial Condition.	The CAISO proposes to correct the timing of Scheduling Coordinators’ obligation to inform the CAISO of its change in credit rating. The practice that the CAISO has followed is five (5) business days as opposed to three (3). This change also aligns with Section 12.1.1.5 of the CAISO tariff.
4.5.1.3, last sentence	The fee for each additional Scheduling Coordinator Identification Code is <del>calculated \$500 per month, or as otherwise specified in</del> <u>accordance with</u> Schedule 1 of Appendix F.	The CAISO proposes to align this tariff section with Schedule 1 of Appendix F. The CAISO does not charge a flat rate for additional Scheduling Coordinator Identification Codes. Rather, with the Grid Management Charge updates the CAISO updates the formula it uses to calculate the fee for additional Scheduling Coordinator Identification Codes. See CAISO’s Budget and Grid Management Charge Process stakeholder process.
4.6.9	<b>Access Right</b>  A Participating Generator shall, at the request of the CAISO and	This amendment proposes to remove language from this section because the defined term “Participating Intermittent



	upon reasonable notice, provide access to its facilities and records (including those relating to communications, telemetry and direct control requirements) as necessary to permit the CAISO or a CAISO approved meter inspector to perform such testing as is necessary (i) to test the accuracy of any meters upon which the Participating Generator's compensation is based, or performance is measured, (ii) to test the Participating Generator's compliance with any performance standards pursuant to Section 4.6.5, or (iii) to obtain information relative to a Forced Outage, <del>or (iv) for Participating Intermittent Resources, to ensure compliance with provisions relating to the Participating Intermittent Resource Export Fee.</del>	Resource Export Fee" was removed in Docket No. ER19-1837-000 ( <i>Cal. Indep. Sys. Operator Corp.</i> , 168 FERC ¶ 61,084 and letter order issued October 10, 2019).
4.9.12.4	When and to the extent that Energy from a System Unit is self-scheduled to provide for the needs of Loads within the MSS and is not being bid to the CAISO Markets, the CAISO shall have the authority to dispatch the System Unit only to avert or respond to a circumstance described in the third sentence of Section 7.6.1 or, pursuant to Section 7.7.2.3, to a System Emergency.	The CAISO proposes to correct a typographical error to a tariff cross-reference.
5.1, last 3 sentences	<del>Scheduling Coordinators shall notify the CAISO of their Load restoration time requirements for any Loads that provide emergency services. This notice shall include the MW amount of Load, required restoration time, and associated Node on the CAISO Controlled Grid. For purposes of preparing system restoration plans, the CAISO shall consult with applicable Participating Transmission Owners concerning any Load restoration information provided by Scheduling Coordinators.</del>	This amendment proposes to delete language. The CAISO develops its system restoration plan to comply with North American Electric Reliability Corporation Reliability Standard EOP-005-03 by consulting with Participating Transmission Owners and reviewing the system restoration plans those PTOs develop. Scheduling coordinators do not actually provide the CAISO with additional information about load restoration times. Instead, load restoration information is generally collected by utility distribution companies who are the entities responsible for restoration of distribution circuits.
7.7.3(d), first and second	If a Load curtailment is required to manage System Emergencies, the CAISO will determine the amount and location of Load to be	The CAISO proposes to eliminate ambiguity in Section 7.7.3(d) by



sentences.	reduced. <a href="#">In those instances when the CAISO requires load-shedding assistance from the entire CAISO Balancing Authority Area to preserve or restore stable operation of the CAISO Controlled Grid</a> and to the extent practicable, <a href="#">the CAISO</a> will allocate a portion to each UDC or MSS Operator based on the ratio of its Demand (at the time of the Balancing Authority Area annual peak for the previous year) to total Balancing Authority Area annual peak Demand for the previous year taking into account system considerations and the UDC's or MSS Operator's curtailment rights under their tariffs.	specifying that it will use this allocation only in those instances when the CAISO requires load-shedding assistance from the entire CAISO Balancing Authority Area to preserve or restore stable operation of the CAISO Controlled Grid.
7.7.4(a)	<b>Periodic Tests Of Emergency Procedures.</b> The CAISO shall develop and administer periodic tests of System Emergency procedures designed to ensure that <del>the Participating Transmission Owners and Scheduling Coordinators received the information required CAISO Market Participants are capable of promptly and efficiently to responding to operating conditions, including imminent or actual</del> System Emergencies.	The CAISO proposes this amendment because it determined that the reference to "Market Participants" was overbroad in the context and thus proposes to focus emergency testing on Participating Transmission Owners and Scheduling Coordinators.
9.3.3, first paragraph	The Operator or Scheduling Coordinator of facilities that comprise the CAISO Controlled Grid or of a Participating Generator, Participating Intermittent Resource, Generating Unit, System Unit, Physical Scheduling Plant, Proxy Demand Resource, Reliability Demand Response Resource, Non-Generation Resource, Participating Load, or other resource subject to the outage management requirements of Section 9, shall use the <a href="#">CAISO's</a> outage management system to:--	The CAISO proposes to change "ISO" to "CAISO" to be consistent throughout its tariff.
9.4.3, header	<b>Uncomplicated Work</b>	The CAISO proposes to correct a typographical error in the header.
9.4.3, first sentence	When line rearrangements and/or station equipment work is uncomplicated and easily understood, the CAISO <del>Outage Coordination Office</del> may determine that the work can be accomplished using Outages approved in accordance with Section 9.3.6.	This amendment proposes to remove language because the term "CAISO Outage Coordination Office" was eliminated as a defined term in the NERC Outages Reliability Standards tariff amendment. See letter order issued March 28, 2017 in Docket No.17-879. The CAISO is proposing to align the tariff



		with that change.
10.2.4.4, second paragraph	<u>Subject to any exemption granted by the CAISO under the CAISO Tariff, the CAISO will not accept Revenue Quality Meter Data from a CAISO Metered Entity unless the Revenue Quality Meter Data is produced by Metering Entities that are certified in accordance with the CAISO Tariff and the CAISO Metered Entity has a current Certificate of Compliance.</u>	The CAISO is proposing to relocate this language from Section 10.2.4.6 as it is more suitable to include this language with the contents of the Certificate of Compliance, as opposed to being counter-intuitively placed with the revocation of the Certificate of Compliance.
10.2.4.6, last paragraph	<del>Subject to any exemption granted by the CAISO under the CAISO Tariff, the CAISO will not accept Revenue Quality Meter Data from a CAISO Metered Entity unless the Revenue Quality Meter Data is produced by Metering Entities that are certified in accordance with the CAISO Tariff and the CAISO Metered Entity has a current Certificate of Compliance.</del>	The CAISO is proposing to relocate this language to Section 10.2.4.4 as it is more suitable to include this language with the contents of the Certificate of Compliance, as opposed to being counter-intuitively placed with the revocation of the Certificate of Compliance.
10.2.7	CAISO Metered Entities shall make available to the CAISO's RMDAPS Revenue Quality Meter Data meeting the <u>format</u> requirements of this Section 10 <u>and in accordance with the Business Practice Manual standards.</u> <del>The format of Meter Data to be submitted shall be identified by Transmission Owner, Distribution System, PNode, CAISO Controlled Grid interface point and other information reasonably required by the CAISO.</del>	This amendment proposes to provide clarity and transparency on enforced standards for the format of meter data.
10.3.6.3(c), third sentence	<del>The CAISO will follow the control process described in the BPM for Metering to monitor and identify the CAISO Estimated Settlement Quality Meter Data that was not timely replaced and will take proactive measures to obtain the Actual Settlement Quality Meter Data.</del>	The CAISO proposes to delete this sentence as it may set out an impossible requirement. For example, if the Scheduling Coordinator has until T+48B to make the required correction, then it would be assumed that the CAISO should implement measures to proactively identify and perform outreach to parties that have not replaced estimated data.



<p>10.3.6.4</p>	<p>Scheduling Coordinators may submit Actual Settlement Quality Meter Data for the Scheduling Coordinator Metered Entities they represent to the CAISO, <del>during the period from one-hundred and sixty-eight Business Days after the Trading Day (T+168B) to one-hundred and seventy-two Business Days after the Trading Day (T+172B)</del> for use in Recalculation Settlement Statement T+9M <del>up to one-hundred and seventy-two Business Days after the Trading Day (T+172B)</del>. Scheduling Coordinators submitting Actual Settlement Quality Meter Data <del>after forty-eight Business Days after the Trading Day (T+48B) but during the period, from T+168B up to T+172B, which is more than forty-eight (48) Business Days after the Trading Day (T+48B)</del> have failed to provide complete and accurate Settlement Quality Meter Data as required by Section 37.5.2.1 and will be subject to monetary penalty pursuant to Section 37.5.2.2. Any Actual Settlement Quality Meter Data that is submitted by a Scheduling Coordinator <del>after the T+48B meter data submittal deadline, and outside the period from T+168B to after T+172B</del>, will be rejected by the CAISO and not used in settlement calculations.</p>	<p>This edit proposes to remove the five business day submission window for meter data to be included on the T+9M recalculation settlement statement. At one point system limitations may have made a defined submission window necessary but that is no longer the case. The CAISO is capable of accepting the data at any point between T+48B and T+172B. There is no business need for the CAISO to reject meter data that is submitted, for example, at T+150B.</p>
<p>11.8.2.1.3 1<sup>st</sup> sentence</p>	<p>For Pumped-Storage Hydro Units and Participating Load only, the IFM Pump Shut-Down Costs for each Settlement Interval shall be equal to the relevant Pump Shut-Down Cost submitted to CAISO in the <u>Integrated Forward Market</u> divided by the number of Settlement Intervals in a Trading Hour that is preceded by a previous commitment by the <u>Integrated Forward Market</u> to pump, in which actual shut down occurs if the unit is committed by the <u>Integrated Forward Market</u> not to pump and actually does not operate in pumping mode in that Settlement Interval (as detected through Meter Data).</p>	<p>The CAISO is proposing to spell out acronyms for readability of its tariff.</p>
<p>11.8.2.1.3 2<sup>nd</sup> sentence</p>	<p>The <u>Integrated Forward Market</u> Pump Shut-Down Cost for an <u>Integrated Forward Market</u> Shut-Down period shall be zero if: (1) it is followed by an IFM <u>Self-Commitment Period</u> or RTFM Self-Commitment Period in generation mode; (2) the Shut-Down is due to an Outage reported through the CAISO's outage management system as described in Section 9; or (3) the Shut-Down is delayed by the <u>Real-Time Market</u> past the <u>Integrated Forward Market</u> Shut-</p>	<p>This amendment proposes to correct a typographical error by changing "RFM" to "RTM." Additionally, the CAISO is proposing to spell out acronyms for readability of its tariff.</p>





	Down period in question or cancelled by the <a href="#">Real-Time Market</a> before the Shut-Down process has started.	
11.8.2.1.4, 1 <sup>st</sup> sentence	For Pumped-Storage Hydro Units and Participating Load only, the IFM Pumping Bid Cost for the applicable Settlement Interval shall be the Pumping Cost submitted to the CAISO in the <a href="#">Integrated Forward Market</a> divided by the number of Settlement Intervals in a Trading Hour.	The CAISO is proposing to spell out acronyms for readability of its tariff.
11.8.2.1.4, 3 <sup>rd</sup> sentence	The Pumping Cost is included in IFM Bid Cost computation for a Pumped-Storage Hydro Unit and Participating Load committed by the <a href="#">Integrated Forward Market</a> to pump or serve Load if it actually operates in pumping mode or serves Load in that Settlement Interval.	The CAISO is proposing to spell out acronyms for readability of its tariff.
11.8.2.1.5, 1 <sup>st</sup> sentence	For any Settlement Interval, the IFM Energy Bid Cost for Bid Cost Recovery Eligible Resources, except Participating Loads, shall be the integral of the relevant Energy Bid used in the <a href="#">Integrated Forward Market</a> , if any, from the higher of the Bid Cost Recovery Eligible Resource's Minimum Load as defined in the Master File, or if applicable, as modified pursuant to Section 9.3.3, and the Day-Ahead Total Self-Schedule up to the relevant MWh scheduled in the Day-Ahead Schedule, divided by the number of Settlement Intervals in a Trading Hour.	The CAISO is proposing to spell out acronyms for readability of its tariff.
11.8.2.1.5, last sentence	The IFM Energy Bid Cost for RMR Resources shall be the integral of the relevant Energy Bid used in the <a href="#">Integrated Forward Market</a> adjusted to remove Opportunity Costs from the higher of the RMR Resource's Minimum Load as defined in the Master File, or if applicable, as modified pursuant to Section 9.3.3, and the Day-Ahead Total Self-Schedule up to the relevant MWh scheduled in the Day-Ahead Schedule, divided by the number of Settlement Intervals in a Trading Hour.	The CAISO is proposing to spell out acronyms for readability of its tariff.
11.8.2.2.1(1)	The product of the delivered MWh in the relevant Day-Ahead Schedule in that Trading Hour (where for Pumped-Storage Hydro Units and Participating Load operating in the pumping mode or serving Load the MWh is negative), and the relevant <a href="#">Integrated Forward Market</a> LMP, divided by the number of Settlement Intervals in a Trading Hour.	The CAISO is proposing to spell out acronyms for readability of its tariff.



11.8.2.2.1(2)	The product of the <a href="#">Integrated Forward Market</a> AS Award from each accepted IFM AS Bid and the relevant Resource-Specific <a href="#">Ancillary Service Marginal Price</a> , divided by the number of Settlement Intervals in a Trading Hour.	The CAISO is proposing to spell out acronyms for readability of its tariff.
11.8.2.2.2	For any Settlement Interval in a IFM Self-Commitment Period the IFM Market Revenue for a Bid Cost Recovery Eligible Resource is the algebraic sum of: (1) the product of the MWh above the greater of Minimum Load and Self-Scheduled Energy, in the relevant Day-Ahead Schedule in that Trading Hour and the relevant <a href="#">Integrated Forward Market</a> LMP, divided by the number of Settlement Intervals in a Trading Hour; and (2) the product of the <a href="#">Integrated Forward Market</a> AS Award from each accepted IFM AS Bid and the relevant Resource-Specific <a href="#">Ancillary Service Marginal Price</a> , divided by the number of Settlement Intervals in a Trading Hour.	The CAISO is proposing to spell out acronyms for readability of its tariff.
11.8.2.4	The CAISO shall determine the net IFM Bid Cost surplus or net IFM Bid Cost shortage across all full ramp down periods that start with an initial condition at the start of the <a href="#">Integrated Forward Market</a> or a full ramp period within a 24 hour day-ahead market associated with a Self-Schedule any time within the full ramp period.	The CAISO is proposing to spell out acronyms for readability of its tariff.
11.8.2.5.1, first sentence	The CAISO will calculate the Day-Ahead Metered Energy Adjustment Factor for each <a href="#">Bid Cost Recovery</a> Eligible Resource through the following steps:	The CAISO is proposing to spell out acronyms for readability of its tariff.
11.8.2.5.1(a)	For Generation Unit and Resource-Specific-System Resource scheduled by CAISO in the Day-Ahead Market	The CAISO proposes to correct punctuation as “Resource-Specific-System Resource” is a defined term in the CAISO’s tariff.
11.23(h)	The Uninstructed Deviation Penalty will be calculated and assessed for each resource individually, <del>except as specified in Appendix R, which specifies when Uninstructed Deviations from individual resources may be aggregated.</del>	The CAISO proposes to remove language pertaining to Appendix R since the CAISO is also proposing, in this filing, to mark Appendix R as Not Used.
11.29.10.5, first sentence	In the event of an emergency or a failure of any of the CAISO software or business systems, the CAISO may use estimated Settlement Statements and Invoices and Payment Advices and may implement any temporary variation of the timing requirements relating <a href="#">to the Settlement Statements and Invoices and Payment</a>	The CAISO proposes to clarify the existing language to include the CAISO’s tariff authority regarding extensions for invoices as well as settlement statements.



	<a href="#">Advises to the Settlement and billing process contained in the CAISO Tariff.</a>	
11.31(a), last sentence	The Decline Potential Charge will not apply if the decline is made after the applicable E- <del>t</del> Tag deadline, as defined in Section 30.6.2.	This amendment proposes to capitalize the “t” in E-Tag in order to be consistent with the defined term throughout the CAISO tariff.
11.31(b), second from last sentence	The Decline Potential Charge will not apply if the decline is made after the applicable E- <del>t</del> Tag deadline, as defined in Section 30.6.2.	This amendment proposes to capitalize the “t” in E-Tag in order to be consistent with the defined term throughout the CAISO tariff.
14.7.2.2	The CAISO will notify the <a href="#">RC Customer(s) or Market Participant(s)</a> it believes contributed to the Reliability Standards violation(s) during the CMEP proceeding or, if applicable, during the enforcement proceeding directly instituted by FERC. This notification shall be in writing and shall: (i) inform the RC Customer(s) or Market Participant(s) that the CAISO intends to invoke the direct allocation provisions of this Section; (ii) detail the underlying factual basis for the CAISO’s position; and (iii) inform the <a href="#">RC Customer(s) or Market Participant(s)</a> that it may seek to participate in the CMEP proceeding or, if applicable, the enforcement proceeding directly instituted by FERC.	The proposed amendment proposes to correct an administrative error. This language should have been added via Docket No. ER18-2366 ( <i>CAISO 165 FERC ¶ 61,116</i> ).
19.7(e)(3)	If payment is not received by <del>no later than 21 the last</del> <a href="#">Business Days after an RC Services Invoice is issued in January</a> , the RC Customer will be charged a \$1,000 late payment fee on a supplemental RC Services Invoice and will be considered to be in default, understanding that the CAISO reserves the right to terminate, consistent with the terms of the RCSA, such RC Customer’s RC Services until such time as payment is received except as otherwise may be required to comply with Schedule 2 of the RCSA.	The CAISO proposes to align the late payment timeline with the payment timeline of 21 business days after an RC services invoice is issued. With multiple holidays in January, it is possible that the last business day in January occurs prior to the expiration of 21 business days after the first business day in January. This could require the CAISO to issue a penalty prior to the actual payment due date.
24.5.1, beginning of the last sentence of	To determine the key criteria for each transmission solution subject to competitive solicitation, the <a href="#">CAISO</a> will consider:	This amendment proposes to change “ISO” to “CAISO” to be consistent throughout the CAISO tariff.





the second paragraph		
24.13, first sentence	Under the procedures set forth in Sections 24.3.3 <del>(d)</del> and 24.4.3, the CAISO may consider potential interregional solutions to regional needs during Phase 2 of the Transmission Planning Process.	The CAISO proposes to correct a CAISO tariff cross-reference.
27.2.2.1, 1 <sup>st</sup> sentence	The IFM LAP Price, <del>except for IFM MSS Price,</del> for Settlement of Demand at any LAP for a given Trading Hour is the price as produced by the IFM optimization run based on the distribution of system Load at the constituent Pricing Nodes within the applicable LAP and is determined by the effectiveness of the Load within the LAP in relieving a Transmission Constraint within the effectiveness threshold as specified in Section 27.4.3.6.	The CAISO proposes to use the optimization engine pricing for Metered Subsystem Load Aggregated Points, which is also known as the Price Inconsistency Market Enhancements pricing methodology. Currently, the MSS LAP price is calculated using the weighted average price of the constituent Pnodes. This formulation results in inconsistency with settlement for CRRs under the CAISO's CRR Track 1B initiative ( <i>see Cal. Indep. Sys. Operator Corp.</i> 165 FERC ¶ 61,085 (2018)) that either source or sink at Metered Subsystem Load Aggregated Points.
29.7(j)(2)(D)	in addition or as an alternative, use market results in the Real-Time Market in accordance with Section 7.7.9 or take any of the actions specified in Section 7.7.6 with respect to the Real-Time Market, except that if Section 7.7. <del>69</del> calls for the use of Day-Ahead Market results, the CAISO will use:	The CAISO proposes to correct a CAISO tariff cross-reference.
29.34(f)(3)(C)	include approved, pending, and adjusted <del>E-e-t</del> Tags for imports and exports.	This amendment proposes to capitalize the “e” and “t” in E-Tag in order to be consistent with the defined term throughout the CAISO tariff.
30.5.2.1, last sentence	Scheduling Coordinators submitting Bids for Scheduling Points must adhere to the <del>eE</del> -Tagging requirements outlined in Section 30. <del>5.76-2</del> .	This amendment proposes to capitalize the “e” in E-Tagging in order to be consistent with the defined term throughout the CAISO tariff. This amendment also proposes to



		correct a CAISO tariff cross-reference. Section 30.6.2 pertaining to E-Tagging was moved to Section 30.5.7 in Docket No. ER18-1787 (delegated letter order dated October 29, 2018).
30.5.7, first sentence	In addition to complying with all generally applicable E-Tagging requirements, Scheduling Coordinators must submit their E- <del>t</del> Tags consistent with the requirements specified in this Section 30.5.7.	This amendment proposes to capitalize the “t” in E-Tags in order to be consistent with the defined term throughout the CAISO tariff.
30.5.7, third sentence	Absent extenuating circumstances, the CAISO automatically updates Energy profiles on E- <del>t</del> Tags for Energy Schedules that change from HASP to the FMM within a Trading Hour.	This amendment proposes to capitalize the “t” in E-Tag in order to be consistent with the defined term throughout the CAISO tariff.
30.5.7, fourth sentence	In performing this service for a Scheduling Coordinator, the CAISO does not assume any responsibility for compliance with any E- <del>T</del> tag requirements or obligations to which the Scheduling Coordinator is subject.	This amendment proposes to capitalize the “t” in E-Tag in order to be consistent with the defined term throughout the CAISO tariff.
31.5.3.1.4	Scheduling Coordinators for Eligible Intermittent Resources may submit Bids, including Self-Schedules, in the Day-Ahead Market and the quantity ultimately scheduled from Eligible Intermittent Resources may differ from the CAISO forecasted deliveries from the Eligible Intermittent Resources. The CAISO may adjust the forecasted Demand either up or down for such differences by RUC Zone in which the Eligible Intermittent Resource resides. <del>If the EIR’s expected output participating in the Day-Ahead Market, as reflected in the EIR’s Bid, including a Self-Schedule, or lack thereof, is less than CAISO’s forecast of the EIR, the CAISO may make a Supply-side adjustment to the resource’s expected output by using the CAISO’s forecast of the EIR. To the extent the scheduled quantity for an Eligible Intermittent Resource in the IFM is less than the quantity forecasted by CAISO, the CAISO makes a Supply side adjustment in RUC by using the CAISO forecasted quantity for the Eligible Intermittent Resource as the expected delivered quantity. If, on the other hand, the EIR’s expected output participating in the Day-Ahead Market, as reflected in the EIR’s Bid, including a Self-</del>	This amendment proposes to clarify the CAISO tariff to provide more detail on how the supply- side adjustments for variable energy resources Forecasts in RUC are applied under this section of the tariff.



	<p><del>Schedule, or lack thereof, To the extent the scheduled quantity for an Eligible Intermittent Resource in the IFM is greater than the quantity forecasted by the CAISO's forecast of the EIR, the CAISO may make a Demand side adjustment to the RUC Zone Demand equal to the difference between the EIR's Day-Ahead Schedule and the CAISO forecasted quantity.</del></p>	
34.3.1, 5 <sup>th</sup> sentence	<p>RTUC is run at the following time intervals: (1) at approximately <del>127.5</del> minutes prior to the first Trading Hour, to serve as the HASP run, for T-45 minutes to T+60 minutes;</p>	<p>This amendment proposes to reflect a more accurate approximate time for the start of the HASP run.</p>
34.13.1, last paragraph	<p>In any event, the CAISO may issue an Operating <del>Target Instruction</del> if necessary to maintain system reliability consistent with Sections 7.6 or 7.7. Upon receiving such an Operating Instruction, an Eligible Intermittent Resource must not generate in excess of its Dispatch Operating Target until the Operating Instruction expires, except when physically impossible. When such an Operating Instruction is in effect, Eligible Intermittent Resources should follow a linear ramp between Dispatch Operating Targets, except when physically impossible.</p>	<p>This amendment proposes to align terms as they are used in the Section.</p>
34.18, first sentence	<p>The CAISO may issue an Exceptional Dispatch Instruction for the Reliability Demand Response Resource for reliability or to perform a test as provided in Section 34.<del>911</del>.3.</p>	<p>The CAISO proposes to correct a CAISO tariff cross-reference. Section 34.9.3 was moved to Section 34.11.3 in Docket No. ER14-480-000, <i>Cal. Indep. Sys. Operator Corp.</i>, 146 FERC ¶ 61,204. (Also see FERC Order No. 764 and CAISO's corresponding stakeholder initiative; "FERC Order No. 764 market changes").</p>
34.18.1, first sentence	<p>The CAISO may issue one (1) unannounced Exceptional Dispatch Instruction per year to each Reliability Demand Response Resource pursuant to Section 34.<del>119</del>.2 in order to test the availability and performance of the Reliability Demand Response Resource.</p>	<p>The CAISO proposes to correct a CAISO tariff cross-reference. Section 34.9.2 was moved to Section 34.11.2 in Docket No. ER14-480-000, <i>Cal. Indep. Sys. Operator Corp.</i>, 146 FERC ¶ 61,204. (Also see FERC Order No. 764 and CAISO's corresponding stakeholder initiative; "FERC Order No. 764 market</p>



		changes”).
37.1.5	The CAISO shall administer the following Rules of Conduct specified herein: <del>Section 37.4.1</del> , Section 37.4.2, <del>Section 37.4.3</del> , Section 37.5.2, Section 37.6.1, Section 37.6.2, and Section 37.6.3. FERC shall administer the following Rules of Conduct specified herein: Section 37.2.1, Section 37.2.3, Section 37.2.4, and Section 37.3.1.	The CAISO is proposing to remove the contents of CAISO tariff section 37.4.1 and replacing it with “Not Used.” As such, the CAISO is proposing to remove any CAISO tariff section cross-references in order to provide clarity. The CAISO is also proposing to remove cross-reference CAISO Tariff Section 37.4.3 as it is marked as “Not Used.”
37.4.1	<p><b>37.4.1 [Not Used]Reporting Availability</b></p> <p><b>37.4.1.1 Expected Conduct</b>  <del>A Market Participant shall notify the CAISO Control Center of any Outage reportable pursuant to Section 9.3.10.3.1 of a Generating Unit subject to Section 4.6 within sixty (60) minutes after the Outage is discovered.</del></p> <p><b>37.4.1.2 Sanctions</b>  <del>A "violation" for purposes of this Section shall mean each failure to notify the CAISO Control Center about an Outage of a Generating Unit within sixty (60) minutes after the Outage is discovered, as required by Section 37.4.1, except that (a) for each Generating Unit, the first such failure in a calendar month shall not constitute a violation, and (b) for each Generating Unit, multiple failures in the same calendar day shall constitute a single violation. The Sanctions for a violation of Section 37.4.1 shall be as follows:</del></p> <p><del>(a) for each Generating Unit that is the subject of a violation, the Sanction for the first violation in a calendar month shall be a warning letter;</del></p> <p><del>(b) for each Generating Unit that is the subject of a violation, the Sanction for the second and subsequent violations in a calendar month will be a financial penalty, as follows:</del></p> <p><del>(i) if the Generating Unit has not been the subject of a financial penalty for a previous violation within twelve (12) months of the instant violation, the Sanction will be \$1,000;</del></p>	The CAISO is proposing to remove the content of CAISO tariff section 37.4.1 and replace it with “Not Used.” The existing sanctions process for late outage reporting does not create meaningful incentives for compliance. The first late report in a month is defined as not constituting a violation. The sanction for the first violation in a month (i.e., the second late outage in a month) is a warning letter. Financial sanctions do not apply until the third late outage in a given month and the process starts over at the start of the next month. The core obligation in section 9.3.10.3.1 to report forced outages within 60 minutes of discovery will remain in the tariff. The CAISO finds that it is more appropriate to treat a late-reported forced outage in violation of section 9.3.10.3.1 as a general tariff violation subject to FERC referral.



	<p><del>(ii) — if the Generating Unit has been the subject of one financial penalty for a previous violation within twelve (12) months of the instant violation, the Sanction will be \$2,000;</del></p> <p><del>(iii) — if the Generating Unit has been the subject of two or more financial penalties for previous violations within twelve (12) months of the instant violation, the Sanction will be \$5,000.</del></p>	
<p>37.4.4</p>	<p>Except as otherwise specifically provided, penalty amounts shall be tripled for any violation of Section 37.4.21 through Section 37.4.3 that occurs during a CAISO System Emergency. <del>Violations of the above rules that result in circumstances in which an Uninstructed Deviation Penalty under Section 11.23 is assessed shall not be subject to Sanction under this Section. 37.4.</del></p>	<p>The CAISO is proposing to remove the content of CAISO tariff section 37.4.1 and replace it with “Not Used.” As such, the CAISO is proposing to remove any cross-reference to that CAISO Tariff Section. The CAISO is also removing reference to CAISO tariff section 37.4.3 as it is marked as “Not Used.”</p> <p>The CAISO also proposes to remove language that is not applicable as the CAISO does not have authority to assess Uninstructed Deviation Penalties.</p>
<p>37.8.4</p>	<p>The CAISO shall provide notice of the investigation <u>to the Scheduling Coordinator</u> in sufficient detail to allow for a meaningful response to the Scheduling Coordinator and, as limited below, to all Market Participants the Scheduling Coordinator represents that are the subject(s) of the investigation. <del>The CAISO shall contact the Market Participant(s) that may be involved, so long as the CAISO has sufficient objective information to identify and verify the role of the Market Participant(s) in the potential Rules of Conduct violation. Such Market Participant(s) will likely have an existing contractual relationship with the CAISO (e.g., UDC, MSS, CAISO Metered Entity, Participating Transmission Owner, Participating Generator, Participating Load, Distributed Energy Resource Provider, or Demand Response Provider).</del></p>	<p>The tariff as written today suggests that the market participant, separately from the scheduling coordinator, is only contacted during the process when the CAISO can objectively determine the participant’s role in the violation. It often can be difficult to make that determination before the full Rules of Conduct process plays out to its conclusion. Further, in virtually all respects, the CAISO’s direct relationship is with the scheduling coordinator, who serves as the market participant’s agent. For that reason, it is a more streamlined and administrable process for the CAISO to communicate directly with the scheduling coordinator. The</p>





## Revised Tariff Changes Matrix

		<p>CAISO expects that the scheduling coordinator would inform an individual market participant of rules of conduct issues, as they become relevant to that specific market participant. Where an individual market participant has information relevant to the investigation and enforcement process, that information can be provided to the CAISO through the scheduling coordinator.</p>
37.8.5	<p>The CAISO shall provide an opportunity to the <del>Market Participant(s) that are the subject(s) Scheduling Coordinator of the investigation</del> to present any issues of fact or other information relevant to the potential Rules of Conduct violation being investigated. The CAISO shall consider all such information or data presented.</p>	<p>The tariff as written today suggests that the market participant, separately from the scheduling coordinator, is only contacted during the process when the CAISO can objectively determine the participant's role in the violation. It often can be difficult to make that determination before the full Rules of Conduct process plays out to its conclusion. Further, in virtually all respects, the CAISO's direct relationship is with the scheduling coordinator, who serves as the market participant's agent. For that reason, it is a more streamlined and administrable process for the CAISO to communicate directly with the scheduling coordinator. The CAISO expects that the scheduling coordinator would inform an individual market participant of rules of conduct issues, as they become relevant to that specific market participant. Where an individual market participant has information relevant to the investigation</p>



## Revised Tariff Changes Matrix

		and enforcement process, that information can be provided to the CAISO through the scheduling coordinator.
37.8.6	The CAISO shall notify the <del>Market Participant(s) that are the subject(s) of the investigation</del> Scheduling Coordinator -of the results of the investigation. <del>The Market Participant(s)-The Scheduling Coordinator</del> shall have thirty (30) days to respond to the findings of the CAISO before the CAISO makes a determination of whether a Sanction is required by this CAISO Tariff.	The tariff as written today suggests that the market participant, separately from the scheduling coordinator, is only contacted during the process when the CAISO can objectively determine the participant's role in the violation. It often can be difficult to make that determination before the full Rules of Conduct process plays out to its conclusion. Further, in virtually all respects, the CAISO's direct relationship is with the scheduling coordinator, who serves as the market participant's agent. For that reason, it is a more streamlined and administrable process for the CAISO to communicate directly with the scheduling coordinator. The CAISO expects that the scheduling coordinator would inform an individual market participant of rules of conduct issues, as they become relevant to that specific market participant. Where an individual market participant has information relevant to the investigation and enforcement process, that information can be provided to the CAISO through the scheduling coordinator.
37.8.7	Where the investigation results in a Sanction, the CAISO shall <del>provide a written statement of state</del> its findings, <del>and</del> conclusions, <del>and a description of the penalty in writing, and will make such</del>	The edits consolidate the information the CAISO must provide upon determining that sanctions are warranted.



	<p><del>writing available to the Scheduling Coordinator. the Scheduling Coordinator and, as provided in Section 37.8.4, to the Market Participant(s) that are the subject(s) of the investigation.</del></p>	
37.8.8	<p><b><u>Officer Representative [Not Used]</u></b></p> <p><del>Where an investigation results in a Sanction by the CAISO, the CAISO shall direct its notice of such result to a responsible representative of the Scheduling Coordinator and, as provided in Section 37.8.4, to the Market Participant(s) that are the subject(s) of the investigation at the officer level.</del></p>	<p>The requirement to notify an officer-level employee upon determining a sanction will apply is not necessary. The CAISO believes each scheduling coordinator can determine for itself how to communicate these issues internally. Additionally, the existing tariff provision requires the CAISO to maintain a current list of officer-level employees for each scheduling coordinator. There is no justification for maintaining this administrative burden.</p>
37.8.10, first sentence	<p>A <del>Market Participant</del><u>Scheduling Coordinator</u> that receives a Sanction, <del>or a Market Participant whose conduct gave rise to the Sanction,</del> may obtain immediate review of the CAISO's determination by directly appealing to FERC, in accordance with FERC's rules and procedures.</p>	<p>The proposed amendment clarifies that the penalty has always been assessed against the scheduling coordinator so the general reference to a "Market Participant that receives a Sanction" has never been correct. The edits also clarify that the CAISO is not presuming to dictate that the market participant is barred from making a filing at FERC if they, rather than the scheduling coordinator, choose to do so.</p>
37.8.10, fifth sentence	<p>The disposition by FERC of such appeal shall be final, and no separate dispute of such Sanction may be initiated under Section 13, <del>except as provided in Section 37.9.3.4.</del></p>	<p>This amendment proposes to remove an invalid CAISO tariff section cross-reference.</p>
37.9.1	<p>Penalty amounts for violation of these Rules of Conduct shall be calculated as specified in <del>Section 37.4.1.2,</del> Section 37.4.2.2, <del>Section 37.4.3.2,</del> Section 37.4.4, Section 37.5.2.2, Section 37.6.1.2, Section 37.6.2.2, and Section 37.6.3.2.</p>	<p>The CAISO is proposing to remove the contents of CAISO tariff section 37.4.1 and replace it with "Not Used." As such, the CAISO is proposing to remove any cross-reference to that Tariff Section in order to provide clarity.</p>



		The CAISO is also proposing to remove reference to CAISO tariff section 37.4.3.2 as it is marked as “Not Used.”
37.9.3.1	The CAISO will administer any penalties issued under this Section 37 through Recalculation Settlement Statements, as relevant, issued to the responsible Scheduling Coordinator <del>by the CAISO. Before invoicing a financial penalty through the Settlement process, the CAISO will provide a description of the penalty to the responsible Scheduling Coordinator and all Market Participants the Scheduling Coordinator represents that are liable for the penalty, when the CAISO has sufficient objective information to identify and verify responsibility of such Market Participants. The description shall include the identity of the Market Participant that committed the violation and the amount of the penalty.</del>	The edits consolidate the information the CAISO must provide upon determining that sanctions are warranted.
39.7.1, third sentence	The Scheduling Coordinator must provide the data necessary for determining the Variable Costs unless the Negotiated Rate Option precedes the Variable Cost Option in the rank order, in which case the Scheduling Coordinator must have a negotiated rate established with the <del>Independent Entity charged with calculating the Default Energy Bid</del> CAISO.	The CAISO is proposing to remove the defined term “Independent Entity.” An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
39.7.1.3.1, 2 <sup>nd</sup> sentence of the first paragraph	Within ten (10) Business Days of receipt, the CAISO <del>or an Independent Entity selected by the CAISO</del> will provide a written response.	The CAISO is proposing to remove the defined term “Independent Entity.” An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
39.7.1.3.1, 3 <sup>rd</sup> sentence of the first paragraph	If the CAISO <del>or Independent Entity</del> accepts the proposed Default Energy Bid, it will generally become effective within eleven (11) Business Days from the date of acceptance by the CAISO and	The CAISO is proposing to remove the defined term “Independent Entity.” An Independent Entity is a CAISO



	<p>remain in effect until: (1) the Default Energy Bid is modified by FERC; (2) the Default Energy Bid is modified by mutual agreement of the CAISO and the Scheduling Coordinator; or (3) the Default Energy Bid expires, is terminated or is modified pursuant to any agreed upon term or condition or pertinent FERC order.</p>	<p>contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.</p>
<p>39.7.1.3.1, 4<sup>th</sup> sentence of the first paragraph</p>	<p>If the CAISO <del>or Independent Entity selected by the CAISO</del> does not accept the proposed Default Energy Bid, the CAISO <del>or Independent Entity selected by the CAISO</del> and the Scheduling Coordinator shall enter a period of good faith negotiations that terminates sixty (60) days following the date of submission of a proposed Default Energy Bid by a Scheduling Coordinator.</p>	<p>The CAISO is proposing to remove the defined term “Independent Entity.” An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.</p>
<p>39.7.1.3.1, 5<sup>th</sup> sentence of the first paragraph</p>	<p>If at any time during this period, the CAISO <del>or Independent Entity selected by the CAISO</del> and the Scheduling Coordinator agree upon the Default Energy Bid, it will generally become effective within eleven (11) Business Days of the date of agreement and remain in effect until: (1) the Default Energy Bid is modified by FERC; (2) the Default Energy Bid is modified by mutual agreement of the CAISO and the Scheduling Coordinator; or (3) the Default Energy Bid expires, is terminated or is modified pursuant to any agreed upon term or condition or pertinent FERC order.</p>	<p>The CAISO is proposing to remove the defined term “Independent Entity.” An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.</p>
<p>39.7.1.3.1, 1<sup>st</sup> sentence second paragraph</p>	<p>If by the end of the sixty (60)-day period the CAISO <del>or Independent Entity selected by the CAISO</del> and the Scheduling Coordinator fail to agree on the Default Energy Bid to be used under the Negotiated Rate Option, the Scheduling Coordinator has the right to file a proposed Default Energy Bid with FERC pursuant to Section 205 of the Federal Power Act.</p>	<p>The CAISO is proposing to remove the defined term “Independent Entity.” An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.</p>
<p>39.7.1.3.1, first sentence of the</p>	<p>During the sixty (60)-day period following the submission of a proposed negotiated Default Energy Bid by a Scheduling</p>	<p>The CAISO is proposing to remove the defined term “Independent Entity.” An</p>





third paragraph	Coordinator, and pending FERC's acceptance in cases where the CAISO <del>or Independent Entity selected by the CAISO</del> fails to agree on the Default Energy Bid for use under the Negotiated Rate Option and the Scheduling Coordinator filed a proposed Default Energy Bid with FERC pursuant to Section 205 of the Federal Power Act, the Scheduling Coordinator has the option of electing to use any of the other options available pursuant to Section 39.7.	Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
39.7.1.7.2.2(b)	Be supported by (1) a written attestation by a representative who has the authority to bind the company stating that the value submitted to the CAISO as the maximum storage horizon is consistent with the requirements specified in Section 39.7.1.7.2.2(a); or (2) corroborating information submitted to the CAISO, which may include several years of historic reservoir levels for the specific hydroelectric resource and regulatory filings related to the operations of the hydroelectric resource.	This amendment proposes to correct a typographical error concerning a CAISO tariff cross-reference.
39.8.3, first sentence	The value of the Bid Adder will be either: (i) a unit-specific value determined in consultation with the CAISO <del>or an independent entity selected by the CAISO;</del> or (ii) a default Bid Adder of \$24/MWh.	The CAISO is proposing to remove the defined term "Independent Entity." An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
40.1 last sentence	For purposes of Section 40, a Load Serving Entity shall not include any entity satisfying the terms of California Public Utilities Code Section 380(kj)(3).	This amendment correct a California Public Utilities Code Section cross-reference.
40.2.1(a)	The Scheduling Coordinator for a CPUC Load Serving Entity must provide the CAISO with all information or data to be provided to the CAISO as required by the CPUC and pursuant to the schedule adopted by the CPUC, except that the monthly Resource Adequacy Plans or the same information as required to be included in the monthly Resource Adequacy Plans, plus any other information the CAISO requires as identified in the Business Practice Manual, shall be submitted to the CAISO no less than 45 days in advance of the	This amendment correct a tariff cross-reference.



	first day of the month covered by the plan, as provided in Section 40.2.1.4(e).	
40.2.1(b)	Where the information or data provided to the CAISO under Section 40.2.1.4(a) does not include Reserve Margin(s), then the provisions of Section 40.2.2.1(b) shall apply.	This amendment correct a tariff cross-reference.
40.2.1(c)	Where the information or data provided to the CAISO under Section 40.2.1.4(a) does not include criteria for determining qualifying resource types and their Qualifying Capacity, then the provisions of Section 40.8 shall apply.	This amendment correct a tariff cross-reference.
40.2.1(d)	Where the information or data provided to the CAISO under Section 40.2.1.4(a) does not include annual and monthly Demand Forecast requirements, then the provisions of Section 40.2.2.3 shall apply.	This amendment correct a tariff cross-reference.
40.2.1(e)	Where the information or data provided to the CAISO under Section 40.2.1.4(a) does not include annual and monthly Resource Adequacy Plan requirements that include, at a minimum, identifying Local Capacity Area Resources and Listed Local RA Capacity, or where there is a requirement to submit monthly Resource Adequacy Plans but the submission date is less than 45 days in advance of the first day of the month covered by the plan, then Section 40.2.2.4 shall apply.	This amendment correct a tariff cross-reference.
40.6.4.2	The following resource types providing Resource Adequacy Capacity are not required to submit RUC Availability Bids for that capacity, but any such bids they do submit must be \$0/MW RUC Availability Bids: Hydroelectric Generating Units, Pumping Load, Reliability Demand Response Resources, Combined Heat and Power Resources, Regulatory Must-Take Generation, Non-Dispatchable Resources, Non-Generator Resources using Regulation Energy Management, Conditionally Available Resources, and Eligible Intermittent Resources.	This amendment proposes to correct a typographical error.
40.6.8.1.4, 2 <sup>nd</sup> sentence of the first paragraph	Within ten (10) Business Days of receipt, the CAISO <del>or an Independent Entity selected by the CAISO</del> will provide a written response.	The CAISO is proposing to remove the defined term "Independent Entity." An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in



		having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
40.6.8.1.4, 3 <sup>rd</sup> sentence of the first paragraph	If the CAISO <del>or Independent Entity</del> accepts the proposed Generated Bid, it will become effective within three (3) Business Days from the date of acceptance by the CAISO and remain in effect until: (1) the Generated Bid is modified by FERC; (2) the Generated Bid is modified by mutual agreement of the CAISO and the Scheduling Coordinator; or (3) the Generated Bid expires, is terminated or is modified pursuant to any agreed upon term or condition or pertinent FERC order.	The CAISO is proposing to remove the defined term "Independent Entity." An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
40.6.8.1.4, first sentence of the second paragraph	If the CAISO <del>or Independent Entity selected by the CAISO</del> does not accept the proposed Generated Bid, the CAISO <del>or Independent Entity selected by the CAISO</del> and the Scheduling Coordinator shall enter a period of good faith negotiations that terminates sixty (60) days following the date of submission of a proposed Generated Bid by a Scheduling Coordinator.	The CAISO is proposing to remove the defined term "Independent Entity." An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
40.6.8.1.4, second sentence of the second paragraph	If at any time during this period, the CAISO <del>or Independent Entity selected by the CAISO</del> and the Scheduling Coordinator agree upon the Generated Bid, it will be become effective within three (3) Business Days of the date of agreement and remain in effect until: (1) the Generated Bid is modified by FERC; (2) the Generated Bid is modified by mutual agreement of the CAISO and the Scheduling Coordinator; or (3) the Generated Bid expires, is terminated or is modified pursuant to any agreed upon term or condition or pertinent FERC order.	The CAISO is proposing to remove the defined term "Independent Entity." An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
40.6.8.1.4, third paragraph	If by the end of the sixty (60) day period the CAISO <del>or Independent Entity selected by the CAISO</del> and the Scheduling Coordinator fail to agree on the Generated Bid to be used under the negotiated price option, the Scheduling Coordinator has the right to file a proposed Generated Bid with FERC pursuant to Section 205 of the Federal	The CAISO is proposing to remove the defined term "Independent Entity." An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is



	Power Act	proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
40.6.8.1.4, fourth paragraph	During the sixty (60) day period following the submission of a proposed negotiated Generated Bid by a Scheduling Coordinator, and pending FERC's acceptance in cases where the CAISO <del>or Independent Entity selected by the CAISO fails</del> to agree on the Generated Bid for use under the negotiated price option and the Scheduling Coordinator filed a proposed Generated Bid with FERC pursuant to Section 205 of the Federal Power Act, the Scheduling Coordinator has the option of electing to use any of the other options available pursuant to this Section.	The CAISO is proposing to remove the defined term "Independent Entity." An Independent Entity is a CAISO contractor carrying out tasks assigned by the CAISO. As such, the CAISO is proposing that there is no purpose in having the term Independent Entity distinguish between the CAISO and a CAISO contracted independent entity.
Appendix A – CAISO Operating Cost Reserve	<b>CAISO Operating Cost Reserve</b> The CAISO Operating Cost Reserve requirement is fifteen (15) percent of annual CAISO Operating Costs, unless otherwise specified by (1) the rate covenants of the official statements for each CAISO bond offering, (2) the CAISO Governing Board or (3) the FERC. The CAISO Operating Cost Reserve consists of the projected CAISO Operating Cost Reserve balance for December 31 of the prior year less the reserve requirement, as calculated according to the formula set forth in Appendix F, Schedule 1, Part C. If such amount is negative, the amount may be divided by two, so that the reserve is replenished within a two-year period.	The proposed amendment seeks to align language in the conformed tariff to the term as it is used throughout the tariff. The conformed tariff should define "CAISO Operating Cost Reserve" as the term is used throughout the CAISO tariff. "CAISO Operating Cost Revenue" is not used in the tariff.
Appendix A, - Day-Ahead Minimum Load Energy	<b>- Day-Ahead Minimum Load Energy</b> Day-Ahead Scheduled Energy below the registered Minimum Load, <del>or if applicable, as modified pursuant to Section 9.3.3,</del> which applies to Generating Units with non-zero Minimum Load. Day-Ahead Minimum Load Energy is settled as provided in Section 11.2.1.1, and it is included in Bid Cost Recovery (BCR) at the relevant IFM Minimum Load Cost as described in Section 11.8.2.1.2.	This amendment proposes to align the tariff with changes the CAISO made in Docket No. ER16-1265 regarding PMin after re-rate (see Commission Letter Order issued in Docket No. ER16-1265, dated May 6, 2016).
Appendix A - Independent Entity	<b>- [Not Used] Independent Entity</b> <del>The entity, not affiliated with the CAISO or any Market Participant, that assists the CAISO in the determination of values used in the</del>	The tariff refers to actions being taken by the CAISO or Independent Entity. Since the Independent Entity is really just a



	<del>CAISO's market processes.</del>	contractor carrying out tasks assigned by the CAISO, there is no purpose for having the tariff distinguish the two. The change would be to have the tariff refer only to the CAISO and strike all of the references to the independent entity. As such, the CAISO proposes to have the definition of "Independent Entity" be marked as "Not Used."
Appendix A Interconnection Facilities Study	A study conducted by the Participating TO(s), CAISO, or a third party consultant for the Interconnection Customer to determine a list of facilities (including the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades), the cost of those facilities, and the time required to interconnect the Generating Facility with the CAISO Controlled Grid. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures ( <a href="#">Appendix U</a> ), <a href="#">Section 6 and 7 of the Generator Interconnection Procedures (Appendix Y)</a> <del>as well as and Section 4.4 of the Generator Interconnection and Deliverability Allocation Procedures (Appendix DD).</del>	The CAISO is proposing to update definitions relating to the interconnection process that were not updated when the CAISO amended the tariff to add Appendices U, Y and DD.
Appendix A Interconnection Request	An Interconnection Customer's request, in the form of <del>Appendix 1 to the Large Generator Interconnection Procedures, or Attachment 2 to the Small Generator Interconnection Procedures, or Appendix 1 to the Generator Interconnection Deliverability Allocation Procedure (Appendix DD).</del> in accordance with Section 25.1.	The CAISO is proposing to update definitions relating to the interconnection process that were not updated when the CAISO amended the tariff to add Appendices U, Y and DD.
Appendix A Interconnection Study	Any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures set forth in Appendix U and <del>in the Generator Interconnection Procedures set forth in Appendix Y or the Phase I Interconnection Study and the Phase II Interconnection Study described in the LGIP set forth in Appendix Y and Appendix DD.</del>	The CAISO is proposing to update definitions relating to the interconnection process that were not updated when the CAISO amended the tariff to add Appendices U, Y and DD.





# California ISO

## Revised Tariff Changes Matrix

<p>Appendix A; - Minimum Dispatchable Level</p>	<p><del>Either The minimum dispatchable level is either</del> <u>The greater of</u> (1) <u>for resources that are not Multi-Stage Generating Resources,</u> the lower limit of the fastest segment of a Generating Unit's Operational Ramp Rate, as adjusted for the Generating Unit's Forbidden Operating Regions, if any, <del>and</del> (2) <u>for Multi-Stage Generating Resources, the minimum MW level of the fastest operational ramp rate across all configurations. if the resource is providing regulation, the lower limit of a Generating Unit's Regulating Range.</u></p>	<p>These revisions update the tariff to (1) reflect that resources with Forbidden Operating Regions are modelled as MSG resources; and (2) the CAISO market uses the operational ramp rate and issues DPMIN EDs based on the operational ramp rate.</p>
<p>Appendix A - Negotiated Rate Option</p>	<p><b>- Negotiated Rate Option</b> A method of calculating Default Energy Bids based on a negotiation with the CAISO <del>or the Independent Entity.</del></p>	<p>This amendment proposes to remove reference to the term "Independent Entity." Since an Independent Entity is a contractor carrying out tasks assigned by the CAISO, there is no purpose for having the tariff distinguish between the CAISO and an independent entity.</p>
<p>Appendix A - Planning Region</p>	<p>Means each of the following Order 1000 transmission planning regions insofar as they are within the Western Interconnection: CAISO, <u>NorthernGrid, ColumbiaGrid, Northern Tier Transmission Group,</u> and WestConnect.</p>	<p>This amendment acknowledges that NTTG and ColumbiaGrid are merging into a new planning region, NorthernGrid, beginning January 1, 2020. At that point in time there will be three Order 1000 planning regions: NorthernGrid, WestConnect, and CAISO. This change does not impact the CAISO and Appendix A is the only place where the planning regions are specifically mentioned in the CAISO tariff.</p>
<p>Appendix A - PMax</p>	<p>The maximum normal capability of the Generating Unit, <u>as measured at by the Point of Interconnection or Point of Delivery, as applicable.</u> PMax <u>may not exceed the interconnection capacity as documented in the Interconnection Study or Generator Interconnection Agreement.</u> <del>should not be confused as an emergency rating of the Generating Unit.</del></p>	<p>The proposed change to the definition of "PMax" clarifies the current language in the CAISO Tariff.</p>
<p>Appendix B.3, Section 4.1.1</p>	<p><b>Identification of Net Scheduled</b> <del>Net Scheduled</del> <b>Generating Unit.</b> The Participating Generator has identified the Net Scheduled Generating Unit that it owns, operates or has a contractual</p>	<p>The CAISO proposes to correct a typographical error by deleting the repetitious "Net Scheduled."</p>



	entitlement to, in Schedule 1, as required by Section 4.6.4 of the CAISO Tariff.	
Appendix B.3, Section 4.5	<b>Dispatch and Curtailment.</b> The CAISO shall only dispatch or curtail a Net Scheduled Generating Unit of the Participating Generator: (a) to the extent the Participating Generator bids Energy or Ancillary Services from the Net Scheduled Generating Unit into the CAISO’s markets or the Energy is otherwise available to the CAISO under Section 40 or 43A of the CAISO Tariff; or (b) if the CAISO must dispatch or curtail the Net Scheduled Generating Unit in order to respond to an existing or imminent System Emergency or condition that would compromise CAISO Balancing Authority Area integrity or reliability as provided in Sections 7 and 7.6.1 of the CAISO Tariff.	The CAISO is proposing to change the CAISO tariff cross-reference to Section 43A, as Section 43 was removed from the tariff in its entirety in Docket No. ER19-1837-000, letter order issued August 9, 2019.
Appendix B.3, Section 6.1	The Participating Generator shall be responsible for all its costs incurred in connection with operating and maintaining the Net Scheduled <del>QF-Generating Unit</del> identified in Schedule 1 for the purpose of meeting its obligations under this Agreement.	This amendment clarifies a defined term in the CAISO tariff. The defined term “Net Scheduled QF” was changed to “Net Scheduled Generating Unit” and the CAISO is aligning this pro forma with that change.
Appendix B.3, Section 8.2	The Participating Generator represents that all necessary leases, approvals, permits, licenses, easements, rights of way or access to install, own and/or operate its Net Scheduled <del>QF-Generating Unit</del> have been or will be obtained by the Participating Generator prior to the effective date of this Agreement.	This amendment clarifies a defined term in the CAISO tariff. The defined term “Net Scheduled QF” was changed to “Net Scheduled Generating Unit” and the CAISO is aligning this pro forma with that change.
Appendix B.3, Section 8.3	The Participating Generator represents and warrants that: (1) the Net Scheduled Generating Unit listed in Schedule 1 is (a) a Qualifying Facility or is operated as an integral part of a Qualifying Facility, or (b) is a CHP Resource, and (2) (a) the Self-provided Load of the Participating Generator that is served by the Net <del>Scheduling-Scheduled QF-Generating Unit</del> either has, and continues to have through the term of this Agreement, standby service from a UDC or MSS Operator under terms approved by the Local Regulatory Authority or the Federal Energy Regulatory Commission, as applicable, or (b) the Self-provided Load shall be	This amendment clarifies a defined term in the CAISO tariff. The defined term “Net Scheduled QF” was changed to “Net Scheduled Generating Unit” and the CAISO is aligning this <i>pro forma</i> with that change.



	curtailed concurrently with any Outage of the Generation serving that Self-provided Load in an amount sufficient to cover that Outage.	
Appendix B.9, Section 7.2	The Host Balancing Authority must support associated <del>eE-t</del> Tagging as described in the CAISO Dynamic Scheduling Protocol and deemed to be consistent with NERC and/or WECC requirements.	This amendment proposes to capitalize the “e” and “t” in E-Tagging in order to be consistent with the defined term throughout the CAISO tariff.
Appendix B.11 Whereas Clause	<b>BA.</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.	This amendment proposes to correct a typographical error in the alpha-numeric numbering sequence.
Appendix B.13 Section 4.3.3	<b><u>4.3.3 Use of CAISO Forecast.</u></b> <u>For purposes of participating in the CAISO Markets, the System Resource Owner has the option of using a forecast of their output provided by CAISO, provided that: (1) they agree to provide the CAISO with the meteorological data specified in Appendix Q; and (2) they are certified to do so by the CAISO pursuant to the rules specified in the Business Practice Manuals. Once the election to use the output forecast provided by the CAISO is complete, the CAISO will specify the election status in the Master File. Any changes to this election will be subject to the timeline and rule changes that apply to the Master File as specified in Section 30.7.3.2.</u>	The CAISO proposes to amend the <i>pro forma</i> Resources-Specific System Resource Agreement to extend to such units the option of using the CAISO forecast for scheduling purposes.
Appendix B.14 Section 4.3.2, first sentence	The Demand Response Provider shall notify the CAISO of any proposed change(s) to the registration of <del>te</del> technical information. The CAISO will update the Master File in accordance with Section 30.7.3.2 of the CAISO Tariff.	This amendment proposes to correct a typographical error.
Appendix B.17, EIM Entity Agreement, Section 3.2.2 3 <sup>rd</sup> sentence	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 the CAISO files the notice of termination within thirty ( <del>30-420</del> ) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001.	This provision includes a typographical error. Thirty days, not 120 days, is the correct timeframe for the CAISO to file a notice of termination after all preconditions for termination have been met.
Appendix B.19, Section 3.2.2	In the event that the EIM Participating Resource no longer wishes to submit Bids and transmit Energy over the CAISO Controlled Grid, it	This amendment proposes to correct a cross-reference to the EIM Participating



	<p>may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice, provided, however, that in accordance with Section <del>2.2.23-3</del>, the EIM Participating Resource may modify Schedule 1 to remove EIM Resources which it no longer owns or no longer has contractual entitlement to and such modification shall be effective upon receipt by the CAISO.</p>	<p>Resource Agreement. The correct reference is Section 2.2.2.</p>
<p>Appendix C, Section I.1.2, middle of second paragraph</p>	<p>(b) Transmission Agency of Northern California for the use of the California-Oregon Transmission Project. Schedules and Dispatches settled under such Resource IDs shall be subject to an LMP which has accounted for the Marginal Cost of Losses as if there were an actual physical generation facility at the Tracy Scheduling Point or at the applicable Scheduling Point that connects the CAISO Balancing Authority Area and the Western Area Power Administration system as opposed to the Marginal Cost of Losses under the IBAA LMPs specified in Section <del>6</del>.1.1 of this Appendix.</p>	<p>This amendment proposes to correct a cross-reference within Appendix C to the CAISO tariff.</p>
<p>Appendix C, Section I.1.2, first sentence of the 4<sup>th</sup> paragraph</p>	<p>Schedules and Dispatches settled under such Resource IDs shall be subject to an LMP which has accounted for the Marginal Cost of Losses as if there were an actual physical generation facility at the Tracy Scheduling Point or at the applicable Scheduling Point that connects the CAISO Balancing Authority Area and the Western Area Power Administration system as opposed to the Marginal Cost of Losses under the IBAA LMPs specified in Section <del>6</del>.1.1 of this Appendix.</p>	<p>This amendment proposes to correct a cross-reference within Appendix C to the CAISO tariff.</p>
<p>Appendix L, Section L.2, last sentence</p>	<p>Actual ATC mathematical algorithms and other ATC calculation information are located in the CAISO's ATC Implementation Document (ATCID) posted <del>to the CAISO Website</del> <a href="#">to the CAISO Website on OASIS</a>.</p>	<p>Appendix L to the CAISO tariff includes a footnote specifying that the CAISO's Available Transfer Capability Implementation Document (ATCID) is available on the CAISO's OASIS and the footnote provided a hyperlink to the document. Operations Engineer Services discovered that the link was not working for an undetermined time period. Though temporarily not available through the broken hyperlink, the CAISO's ATCID was always available on the public</p>



		caiso.com website. Due to challenges with maintaining links on OASIS, the CAISO plans to amend Appendix L to refer to the CAISO's public website.
Appendix N, Section 1.2.1.6	All Energy transfers associated with a Pseudo-Tie Generating Unit must be electronically tagged (E- <del>t</del> Tagged).	This amendment proposes to capitalize the "t" in E-Tagging in order to be consistent with the defined term throughout the CAISO tariff.
Appendix N, Section 2.2.1.4	All Energy transfers associated with a Pseudo-Tie generating unit must be electronically tagged ( <del>e</del> E- <del>t</del> Tagged).	This amendment proposes to capitalize the "e" and "t" in E-Tagging in order to be consistent with the defined term throughout the CAISO tariff.
Appendix Q, Section 2.2.5 (in its entirety)	<b>2.2.5 <del>[Not Used] Information Requirements for Participating Intermittent Resource Export Fee</del></b>	This section is part of implementing a fee that was applied only to resources receiving participating intermittent resource program (PIRP) protective measures. PIRP Protective measures have expired. The defined term "Participating Intermittent Resource Export Fee" was deleted in Docket No. ER19-1837-000 ( <i>Cal. Indep. Sys. Operator Corp.</i> , 168 FERC ¶ 61,084 and letter order issued October 10, 2019). Accordingly, these provisions need to be updated to reflect that the participating intermittent resource export fee no longer exists.
Appendix Q Section 2.4.4	<b>Continuing Obligation</b>  A Participating Intermittent Resource or Eligible Intermittent Resource must meet all applicable obligations established for Participating Intermittent Resources or Eligible Intermittent Resources under the CAISO Tariff and this EIRP, and must fully cooperate in providing all data, other information, and authorizations the CAISO reasonably requests to fulfill its obligation to validate	The defined term "Participating Intermittent Resource Export Fee" was deleted in Docket No. ER19-1837-000 ( <i>Cal. Indep. Sys. Operator Corp.</i> , 168 FERC ¶ 61,084 and letter order issued October 10, 2019).





	forecast models, <del>and</del> explain deviations, <del>and implement the Participating Intermittent Resource Export Fees.</del>	
Appendix R	<b>Appendix R</b> <del>[Not Used] UDP Aggregation Protocol</del>	The CAISO is proposing to delete all contents of this Appendix R and notate it as “Not Used,” as it contains outdated tariff language.
Appendix S, Section 1.3.1.4	Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Federal Energy Regulatory Commission expects all transmission providers, market participants, and Interconnection Customers interconnected with electric systems to comply with <del>Applicable Reliability Criteria the recommendations offered by the President’s Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority.</del> All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.	The CAISO is proposing this change because the President’s Critical Infrastructure Protection Board requirements have been superseded by the Applicable Reliability Criteria which, as defined by the CAISO tariff, include NERC and WECC Reliability Standards as well as Local Reliability Criteria.
Appendix T, Section 12.9	Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects all transmission providers, market participants, and interconnection customers interconnected to electric systems to comply with <del>Applicable Reliability Criteria the recommendations offered by the President’s Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority.</del> All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.	The CAISO is proposing this change because the President’s Critical Infrastructure Protection Board requirements have been superseded by the Applicable Reliability Criteria which, as defined by the CAISO tariff, include NERC and WECC Reliability Standards as well as Local Reliability Criteria.
Appendix U, Section 3.9.1, first sentence	<del>If, at the time an Interconnection Customer achieves Commercial Operation,</del> the actual MW capacity of its Generating Facility is reduced by no more than the greater of five percent (5%) of its MW capacity or 10 MW, but by no more than twenty-five percent (25%) of the MW capacity of the Generating Facility, <del>can only be used once and</del> such a reduction <del>can only be used once and</del> shall not	The CAISO is proposing to remove this language as it is confusing and at tension with the broader language, as well as with the CAISO’s intent, in the rest of the provision.





	constitute a breach of the Interconnection Customer’s obligations under the CAISO Tariff or its Generator Interconnection Agreement.	
Appendix U Section 4.4.6	<u>Notwithstanding any other provision, all refunds pursuant to this Appendix DDU will be processed in accordance with the CAISO’s generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate it’s the Interconnection Customer’s refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.</u>	By adding this provision at the end of the section, the CAISO proposes to clarify that CAISO refund deadlines will be tolled to the extent the Interconnection Customer fails to provide accounting information to facilitate the refund, or where generally accepted accounting practices (such as monthly batch disbursements) require <i>de minimis</i> tolling.
Appendix U, 4.4.7, first sentence	The CAISO’s <u>agreement</u> to modifications requested...	This amendment proposes to correct an omission, the word “agreement” should be included, consistent with CAISO Tariff Appendix DD, Section 6.7.4.
Appendix U, Section 4.4.7, 2 <sup>nd</sup> to last paragraph	If an Interconnection Customer satisfies all the commercial viability criteria except criterion (b), the CAISO will postpone converting the Generating Facility to Energy-Only Deliverability Status for one year from the day the Interconnection Customer submits the modification request, or <u>eleven eight</u> years after the CAISO received the Interconnection Request, whichever occurs later. Interconnection Customers exercising this provision must continue to meet all other commercial viability criteria	This amendment proposes to clarify the logic of the time frame in the beginning of the section.
Appendix U Section 4.4.7(b)	Providing proof of having an executed and regulator-approved power purchase agreement. Power purchase agreements must have the point of interconnection, capacity, fuel type, technology, and site location in common with the Interconnection Customer and GIA.; <u>The power purchase agreement must match the project in site, POI, legal entity, and MW;</u>	This amendment proposes to align language since the PPA and project must match.
Appendix U, Section 4.4.7.1, first sentence	For Interconnection Customers extending their Commercial Operation Date beyond the <u>tenseven</u> -year threshold and retaining Deliverability pursuant to Section 4.4.7, the CAISO will perform an annual review of commercial viability.	This amendment proposes to clarify the logic of the time frame in the beginning of the section.
Appendix U	<u>Notwithstanding any other provision, all refunds pursuant to this</u>	By adding this provision at the end of the



<p>Section 6.4</p>	<p><u>Appendix DDU will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate it's the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.</u></p>	<p>section, the CAISO proposes to clarify that CAISO refund deadlines will be tolled to the extent the Interconnection Customer fails to provide accounting information to facilitate the refund, or where generally accepted accounting practices (such as monthly batch disbursements) require <i>de minimis</i> tolling.</p>
<p>Appendix U Section 7.6</p>	<p><u>Notwithstanding any other provision, all refunds pursuant to this Appendix DDU will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate it's the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.</u></p>	<p>By adding this provision at the end of the section, the CAISO proposes to clarify that CAISO refund deadlines will be tolled to the extent the Interconnection Customer fails to provide accounting information to facilitate the refund, or where generally accepted accounting practices (such as monthly batch disbursements) require <i>de minimis</i> tolling.</p>
<p>Appendix U Section 10.1</p>	<p><u>Notwithstanding any other provision, all refunds pursuant to this Appendix DDU will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate it's the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.</u></p>	<p>By adding this provision at the end of the section, the CAISO proposes to clarify that CAISO refund deadlines will be tolled to the extent the Interconnection Customer fails to provide accounting information to facilitate the refund, or where generally accepted accounting practices (such as monthly batch disbursements) require <i>de minimis</i> tolling.</p>
<p>Appendix V, Appendix D</p>	<p>Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, all Participating TOs, market participants, and Interconnection Customers interconnected to the CAISO Controlled Grid to comply with <u>the recommendations offered</u></p>	<p>The CAISO is proposing this change because the President's Critical Infrastructure Protection Board requirements have been superseded by the Applicable Reliability Criteria which, as defined by the CAISO tariff, include</p>



	<p><del>by Applicable Reliability Criteria</del>the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.</p>	<p>NERC and WECC Reliability Standards as well as Local Reliability Criteria.</p>
<p>Appendix X, Appendix C first paragraph</p>	<p>Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, and Approved Project Sponsor interconnected to the CAISO Controlled Grid to comply with <del>Applicable Reliability Criteria</del>the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.</p>	<p>The CAISO is proposing this change because the President's Critical Infrastructure Protection Board requirements have been superseded by the Applicable Reliability Criteria which, as defined by the CAISO tariff, include NERC and WECC Reliability Standards as well as Local Reliability Criteria.</p>
<p>Appendix Y, Section 3.10.1, first sentence</p>	<p>If, <del>at the time an Interconnection Customer achieves Commercial Operation,</del> the actual MW capacity of its Generating Facility is reduced by no more than the greater of five percent (5%) of its MW capacity or 10 MW, but by no more than twenty-five percent (25%) of the MW capacity of the Generating Facility, <del>can only be used once and</del> such a reduction <del>can only be used once and</del> shall not constitute a breach of the Interconnection Customer's obligations under the CAISO Tariff or its Generator Interconnection Agreement.</p>	<p>The CAISO is proposing to remove this language as it is confusing and at tension with the broader language, as well as with the CAISO's intent, in the rest of the provision.</p>
<p>Appendix Y Sections 6.9.2.3</p>	<p><del>Notwithstanding any other provision, all refunds pursuant to this Appendix DDY will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate it's the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.</del></p>	<p>By adding this provision at the end of the section, the CAISO proposes to clarify that CAISO refund deadlines will be tolled to the extent the Interconnection Customer fails to provide accounting information to facilitate the refund, or where generally accepted accounting practices (such as monthly batch disbursements) require <i>de minimis</i> tolling.</p>



Appendix Y Section 6.9.5(b)	Providing proof of having an executed and regulator-approved power purchase agreement. Power purchase agreements must have the point of interconnection, capacity, fuel type, technology, and site location in common with the Interconnection Customer and LGIA; <a href="#">The power purchase agreement must match the project in site, POI, legal entity, and MW;</a>	This amendment proposes to align language since the PPA and project must match.
Appendix Z, Table of Contents	3.4 Relationship Between this LGIA and the <a href="#">Net Scheduled</a> QF PGA	“QF PGA” is no longer a defined term and has been replaced with “Net Scheduled PGA” as a defined term in the Regulatory Must-Take Generation tariff amendment. The CAISO is proposing to align the tariff with that change.
Appendix Z, Article 1, Definition of QF PGA	<a href="#">QFNet Scheduled</a> PGA shall mean a <a href="#">Qualifying FacilityNet Scheduled</a> Participating Generator Agreement specifying the special provisions for the operating relationship between a <a href="#">Qualifying FacilityNet Scheduled Generating Unit</a> and the CAISO, a pro forma version of which is set forth in Appendix B.3 of the CAISO Tariff.	“QF PGA” is no longer a defined term and has been replaced with “Net Scheduled PGA” as a defined term in the Regulatory Must-Take Generation tariff amendment. The CAISO is proposing to align the tariff with that change.
Appendix Z, Section 3.4	<b>3.4 Relationship Between this LGIA and the <a href="#">QFNet Scheduled</a> PGA.</b> With regard to the rights and obligations of a <a href="#">Qualifying FacilityNet Scheduled Generating Unit</a> that has entered into a <a href="#">QFNet Scheduled</a> PGA with the CAISO and has entered into this LGIA, if and to the extent a matter is specifically addressed by a provision of the <a href="#">QFNet Scheduled</a> PGA that is inconsistent with this LGIA, the terms of the <a href="#">QFNet Scheduled</a> PGA shall govern.	“QF PGA” is no longer a defined term and has been replaced with “Net Scheduled PGA” as a defined term in the Regulatory Must-Take Generation tariff amendment. The CAISO is proposing to align the tariff with that change.
Appendix Z, Appendix D	Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, all Participating TOs, market participants, and Interconnection Customers interconnected to the CAISO Controlled Grid to comply with <del><a href="#">Applicable Reliability Criteria</a></del> <del>the recommendations offered by the President’s Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority.</del> All public utilities will be expected to meet basic standards for system	The CAISO is proposing this change because the President’s Critical Infrastructure Protection Board requirements have been superseded by the Applicable Reliability Criteria which, as defined by the CAISO tariff, include NERC and WECC Reliability Standards as well as Local Reliability Criteria.



	infrastructure and operational security, including physical, operational, and cyber-security practices.	
Appendix BB, Appendix D	Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, all Participating TOs, market participants, and Interconnection Customers interconnected to the CAISO Controlled Grid to comply with- <a href="#">Applicable Reliability Criteria</a> <del>the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority.</del> All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.	The CAISO is proposing this change because the President's Critical Infrastructure Protection Board requirements have been superseded by the Applicable Reliability Criteria which, as defined by the CAISO tariff, include NERC and WECC Reliability Standards as well as Local Reliability Criteria.
Appendix CC, Appendix D	Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, all Participating TOs, market participants, and Interconnection Customers interconnected to the CAISO Controlled Grid to comply with- <a href="#">Applicable Reliability Criteria</a> <del>the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority.</del> All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.	The CAISO is proposing this change because the President's Critical Infrastructure Protection Board requirements have been superseded by the Applicable Reliability Criteria which, as defined by the CAISO tariff, include NERC and WECC Reliability Standards as well as Local Reliability Criteria.
Appendix DD, Section 3.1, first sentence of the third paragraph	An Interconnection Customer with a proposed Small Generating Facility shall be evaluated using the maximum rated capacity that the Small Generating Facility is capable of injecting into the CAISO's electric system <a href="#">at the Point of Interconnection</a> .	This amendment proposes to provide clarification on whether the capacity requested in the Interconnection Request refers to the nameplate capacity of the generator or the net capacity at the Point of Interconnection.
Appendix DD, Section 3.5.1.1	<a href="#">Notwithstanding any other provision, all refunds pursuant to this Appendix DD will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched</a>	By adding this provision at the end of the section, the CAISO proposes to clarify that CAISO refund deadlines will be





	<p><a href="#">deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate <del>it's</del> the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.</a></p>	<p>tolled to the extent the Interconnection Customer fails to provide accounting information to facilitate the refund, or where generally accepted accounting practices (such as monthly batch disbursements) require <i>de minimis</i> tolling.</p>
<p>Appendix DD 3.5.1.1 (b)</p>	<p>Should an Interconnection Request made under Section 3.5.1 be withdrawn by the Interconnection Customer or be deemed withdrawn by the CAISO by written notice under Section 3.8 more than thirty (30) calendar days after the Scoping Meeting, but on or before thirty (30) calendar days following the Results Meeting (or the latest date permitted under this <a href="#">GIDAP</a> for a Results Meeting if a customer elects not to have a Results Meeting) for the Phase I Interconnection Study or the system impact and facilities study for Generating Facilities processed under the Independent Study Process, the CAISO shall refund to the Interconnection Customer the difference between (i) the Interconnection Customer's Interconnection Study Deposit and (ii) the greater of the costs the CAISO and Participating TOs have incurred on the Interconnection Customer's behalf or one-half of the original Interconnection Study Deposit up to a maximum of <del>\$400</del><a href="#">\$75</a>,000, including interest earned at the rate provided for in the interest-bearing account from the date of deposit to the date of withdrawal.</p>	<p>The CAISO proposes the amendment because when the CAISO changed the deposit to \$150,000, the maximum the Interconnection Customer can forfeit is \$75,000. (See Docket No. ER16-693, <i>Cal. Indep. Sys. Operator Corp.</i> 154 FERC ¶ 61,169). <a href="#">Additionally, this amendment proposes to correct omission of the word "GIDAP."</a></p>
<p>Appendix DD, Section 3.8, 2<sup>nd</sup> sentence</p>	<p>In addition, after confirmation by the CAISO of a valid Interconnection Request under Section 3.5.2, if the Interconnection Customer fails to adhere to all requirements of this GIDAP, except as provided in Section <del>154.53</del> (Disputes), the CAISO shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer within five (5) Business Days of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal.</p>	<p>This amendment proposes to correct a CAISO tariff cross-reference.</p>
<p>Appendix DD, Section 4.2, 1<sup>st</sup> sentence</p>	<p>Otherwise, an <del>ach</del> Interconnection Request submitted under the Independent Study Process must pass all of the tests for determining electrical independence set forth in this Section 4.2 in</p>	<p>This change clarifies the language to remove a typographical error.</p>





second paragraph	order to qualify for the Independent Study Process.	
Appendix DD, Section 4.2.1, title	<b>4.2.1 Flow Impact Test</b> <del>/Behind-the-Meter Expansion Criteria</del>	The CAISO proposes to remove this portion of the title as it is no longer applicable to Appendix DD to the CAISO tariff.
Appendix DD, Section 4.5	<u><a href="#">4.5 Intentionally left blank.</a></u>	This amendment proposes to add a Section 4.5 to Appendix DD as a means to keep consecutive numbering in the Generator Interconnection and Deliverability Allocation Procedures (Appendix DD to the CAISO Tariff).
Appendix DD, Section 6.7.2.3	<u><a href="#">Notwithstanding any other provision, all refunds pursuant to this Appendix DD will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate <del>it's the</del> Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.</a></u>	By adding this provision at the end of the section, the CAISO proposes to clarify that CAISO refund deadlines will be tolled to the extent the Interconnection Customer fails to provide accounting information to facilitate the refund, or where generally accepted accounting practices (such as monthly batch disbursements) require <i>de minimis</i> tolling.
Appendix DD Section 6.7.4(b)	Providing proof of having an executed and regulator-approved power purchase agreement. Power purchase agreements must have the point of interconnection, capacity, fuel type, technology, and site location in common with the Interconnection Customer and GIA.; <u><a href="#">The power purchase agreement must match the project in site, POI, legal entity, and MW;</a></u>	This amendment proposes to align language since the PPA and project must match.
Appendix DD Section 6.7.5	An Interconnection Customer with an executed GIA and an executed, regulator-approved power purchase agreement may request to automatically extend the GIA Commercial Operation Date to align with its power purchase agreement for that Generating Facility, including any extension or amendment. Interconnection Customers requesting alignment must (1) provide a copy of the power purchase agreement and evidence of regulatory approval,	This amendment proposes to align language since the PPA and project must match.



	and (2) confirm the power purchase agreement’s standing and details in the annual TP Deliverability affidavit process. <a href="#">The power purchase agreement must match the project in site, POI, legal entity, and MW.</a> Requests to align the Commercial Operation Date with power purchase agreements are not exempt from the commercial viability criteria provisions in Section 6.7.4, where applicable.	
Appendix DD Section 6.8.3, first paragraph, second sentence.	Once the initial and second Interconnection Financial Security posting due dates as described in this section have passed, the error or omission provisions described in this Section 6.8-3 no longer apply.	This amendment proposes to correct a cross-reference.
Appendix DD 7.5.1	Specifically, beginning on the date of the opening of the <a href="#">annual first</a> Generator Downsizing Request Window, all proposed reductions of megawatt generating capacity by Interconnection Customers shall, regardless of the dates of the Interconnection Customer’s Interconnection Request(s), be subject to the requirements and procedures of the Generator Downsizing Process set forth in Section 7.5, except for MW capacity reductions made pursuant to the following: (1) the provisions of the CAISO’s interconnection procedures that permit Interconnection Customers to reduce the size of their Generating Facilities between the Phase I and Phase II Interconnection Studies, as set forth in Section 6.7.2; (2) specific non-conforming provisions of an Interconnection Customer’s Generator Interconnection Agreement that provide the Interconnection Customer with an explicit right to reduce the capacity of its Generating Facility through a partial termination of its Generator Interconnection Agreement; (3) the de minimis threshold set forth in Section 7.5.13.1; <del>and</del> (4) the parking options set forth in Sections 8.9.4, 8.9.5, and 8.9.6; <a href="#">and (5) where the CAISO and Participating TO determine no study is required.</a>	The CAISO proposes to clarify that where no study is required, the downsizing request is not subject to the requirements and procedures of Section 7.5.
Appendix DD, Section 7.5.13.1, first sentence	If, <del>at the time an Interconnection Customer achieves Commercial Operation,</del> the actual MW capacity of its Generating Facility is reduced by no more than the greater of five percent (5%) of its MW capacity or 10 MW, but not by more than twenty-five percent (25%)	The CAISO proposes to remove this language as it is confusing and at tension with the broader language, as well as with the CAISO’s intent, in the



	of the MW capacity of the Generating Facility, such a reduction <u>can only be used once and</u> shall not constitute a breach of the Interconnection Customer's obligations under the CAISO Tariff or its Generator Interconnection Agreement.	rest of the provision.
Appendix DD, Section 8.9.2(3)	To Interconnection Customers in the current Queue Cluster with a completed Phase II Interconnection Study that have not parked, which are subject to Section 8.9.32.2 and elect to proceed without a power purchase agreement, or that parked before November 27, 2018 and attested to balance-sheet financing upon the end of their parking period.	This amendment proposes to correct a cross-reference.
Appendix DD, Section 8.9.2	<u>Notwithstanding any other provision, all refunds pursuant to this Appendix DD will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate it's the Interconnection Customer's refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.</u>	By adding this provision at the end of the section, the CAISO proposes to clarify that CAISO refund deadlines will be tolled to the extent the Interconnection Customer fails to provide accounting information to facilitate the refund, or where generally accepted accounting practices (such as monthly batch disbursements) require <i>de minimis</i> tolling.
Appendix DD Section 8.9.2.1 Second to last paragraph, second sentence	In a <u>S</u> situation where the available amount of TP Deliverability can accommodate all Interconnection Customers with equal scores, the CAISO will allocate the TP Deliverability to the Interconnection Customers with the lowest LDNU cost estimates.	The CAISO proposes to correct a typographical error.
Appendix DD, Section 8.9.3(5)	The Interconnection Customer must maintain its Commercial Operation Date set forth in the GIA unless an extension <u>is required for reasons beyond the control of the Interconnection Customer or such extension</u> results in no Material Modification or delay in the construction schedule for Network Upgrades common to multiple Generating Facilities; or unless the extension is occasioned by a material delay in the Participating TO's construction of any Network Upgrades or Participating TO's Interconnection Facilities	This amendment proposes to remove this language as this particular detail in the TP Deliverability retention criteria is now superfluous with the implementation of commercial viability criteria.
Appendix DD,	Deliverability may not be assigned or otherwise transferred except	The CAISO is proposing to remove



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<p>Section 8.9.9</p>	<p>as expressly provided by the CAISO Tariff. An Interconnection Customer may reallocate its Generating Facility's Deliverability among its own Generating Units or Resource IDs at the Generating Facility. The Generating Units must be located at the same Point of Interconnection <del>and operate under the same GIA.</del></p>	<p>language from this Section because requiring the same GIA is overly restrictive. Generating units can elect to have separate GIAs, which should not prevent deliverability transfers among them.</p>
<p>Appendix DD, Section 14.2.4.2</p>	<p><u>Notwithstanding any other provision, all refunds pursuant to this Appendix DD will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate <del>it's the Interconnection Customer's</del> refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.</u></p>	<p>By adding this provision at the end of the section, the CAISO proposes to clarify that CAISO refund deadlines will be tolled to the extent the Interconnection Customer fails to provide accounting information to facilitate the refund, or where generally accepted accounting practices (such as monthly batch disbursements) require <i>de minimis</i> tolling.</p>
<p>Appendix DD, Appendix 3, Section 13.10</p>	<p><del>[Not Used] Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.</del></p>	<p>CAISO proposes to remove language in the generator interconnection study process agreement to clarify that GISPAs will only be executed by the interconnection customer upon submission to the CAISO, consistent with the CAISO's filing in Docket No. ER18-2498-000 (<i>Cal. Indep. Sys. Operator Corp., 166 FERC P 61,113 (2019)</i>)</p>
<p>Appendix DD, Appendix 3</p>	<p>IN WITNESS THEREOF, the Parties <del>has</del> caused this Agreement to be duly executed by <del>its</del><del>their</del> duly authorized officers or agents on the day and year first above written.</p> <p><del>California Independent System Operator Corporation</del></p> <p>By: _____</p>	<p>CAISO proposes to remove the CAISO signature line in the generator interconnection study process agreement to clarify that GISPAs will only be executed by the interconnection customer upon submission to the CAISO, consistent with the CAISO's filing in Docket No. ER18-2498-000 (<i>Cal.</i></p>



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	<p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><i>Indep. Sys. Operator Corp., 166 FERC P 61,113 (2019).</i></p>
<p>Appendix DD, Appendix 4, Section 3.4.1 1<sup>st</sup> sentence</p>	<p>(a) the quality and accuracy of prior PTO Interconnection Study work product resulting from assigned tasks has been deemed deficient by the CAISO, the CAISO has notified the PTO pursuant to the notice provision of Section 4.156 of this Agreement in writing of the deficiency, and the deficiency has not been cured pursuant to Section 3.4.2 of this Agreement;</p>	<p>This amendment proposes to correct a cross-reference to the appropriate section in Appendix 4 to Appendix DD to the CAISO tariff.</p>
<p>Appendix EE, Table of Contents</p>	<p>ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION</p> <p>5.1 Options</p> <p>5.1.1 Standard Option</p> <p>5.1.2 Alternate Option</p> <p>5.1.3 Option to Build</p> <p>5.1.4 Negotiated Option</p> <p>5.1.5 <a href="#">Merchant Option</a></p>	<p>This amendment corrects the table of contents to be consistent with the tariff record.</p>
<p>Appendix EE, Appendix D</p>	<p>Infrastructure security of CAISO Controlled Grid equipment and operations and control hardware and software is essential to ensure day-to-day CAISO Controlled Grid reliability and operational security. FERC will expect the CAISO, all Participating TOs, market participants, and Interconnection Customers interconnected to the CAISO Controlled Grid to comply with- <a href="#">Applicable Reliability Criteriathe recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority</a>. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.</p>	<p>The CAISO is proposing this change because the President's Critical Infrastructure Protection Board requirements have been superseded by the Applicable Reliability Criteria which, as defined by the CAISO tariff, include NERC and WECC Reliability Standards as well as Local Reliability Criteria.</p>
<p>Appendix EE, Appendix H, Section vi(4)</p>	<p>Status of plant controller</p>	<p>The CAISO proposes to correct a typographical error.</p>



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Appendix FF, Article 3.4.5, last paragraph	Notwithstanding Section 7.5 of Appendix DD, at any time after achieving its Commercial Operation Date, the Interconnection Customer may reduce the megawatt generating capacities of its Generating Facilities, subject to Section 25.1(c) of the CAISO Tariff. Section 7.5. <a href="#">1144</a> of Appendix DD will still apply to such requests to reduce capacity.	This amendment proposes to correct a typographical error to a cross-reference in Appendix DD to the CAISO tariff.
Appendix FF, Article 6.4.1, first sentence	The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section <a href="#">119</a> of the GIDAP in a manner acceptable under Section <a href="#">119</a> of the GIDAP.	This amendment proposes to correct a CAISO tariff cross-reference.
Appendix FF, Section 12.9	Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects all transmission providers, market participants, and interconnection customers interconnected to electric systems to comply with <del>Applicable Reliability Criteria</del> <del>the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority</del> . All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.	The CAISO is proposing this change because the President's Critical Infrastructure Protection Board requirements have been superseded by the Applicable Reliability Criteria which, as defined by the CAISO tariff, include NERC and WECC Reliability Standards as well as Local Reliability Criteria.
Appendix FF, Attachment 1, Definition of Interconnection Financial Security	Interconnection Financial Security – Any of the financial instruments listed in Section <a href="#">110.1</a> of the GIDAP that are posted by an Interconnection Customer.	This amendment proposes to correct a CAISO tariff cross-reference.
Appendix GG	<b>Appendix GG</b> <del><a href="#">[Not Used] One-Time Interconnecting Generator Downsizing Opportunity</a></del>	This CAISO is proposing to delete the contents of this Appendix GG and notate it as “Not Used” as it consists of outdated tariff language.