Appendix H

Grandfathered Metering & Settlement Provisions

FOR TRADING DAYS PRIOR TO NOVEMBER 1, 2009

Grandfathering of Metering and Settlement Provisions for Trading Days Prior to November 1, 2009.

Notwithstanding any other provisions of the CAISO Tariff the following provisions shall apply to transactions conducted prior to November 1, 2009. In all other respects, the CAISO Tariff, including the provisions of Section 10 and Section 11 not covered by this Appendix O, will apply to transactions that occurred prior to November 1, 2009.

10.3.6 Timing of Meter Data Submission.

Scheduling Coordinators shall submit either hourly time-stamped Settlement Quality Meter Data for Scheduling Coordinator Metered Entities or profiled cumulative Settlement Quality Meter Data to the CAISO for each Settlement Period in an Operating Day according to the timelines established in the CAISO Payments Calendar and as provided in the applicable Business Practice Manual. Scheduling Coordinators must also submit Settlement Quality Meter Data on demand as provided in the applicable Business Practice Manual.

11.1.4 Calculations of Settlements.

The CAISO shall calculate, account for and settle, based on the Settlement Quality Meter Data it has received, or, if Settlement Quality Meter Data is not available, based on the best available information or estimate it has received, the following charges in accordance with this CAISO Tariff.

11.29 Billing and Payment Process.

The CAISO will calculate for each charge the amounts payable by the relevant Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each Settlement Period of the Trading Day, and the amounts payable to that Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge for each Settlement Period of that Trading Day and shall arrive at a net amount payable for each charge by or to that Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge for that Trading Day. Each of these amounts will appear in the Initial Settlement Statement T+38BD, Initial Settlement Statement Reissue, Recalculation Settlement Statement and the Recalculation Settlement Statement T+76BD that the CAISO will provide to the relevant Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO. The components of the Grid Management Charge will be included in the Initial Settlement Statement T+38BD. Initial Settlement Statement Reissue, Recalculation Settlement Statement and the Recalculation Settlement Statement T+76BD with the other types of charges referred to in Section 11, but a separate Invoice for the Grid Management Charge, stating the rate, billing determinant volume, and total charge for each of its components, will be issued by the CAISO to the Scheduling Coordinator.

- **11.29.1** The billing and payment process shall be based on the issuance of Initial Settlement Statement T+38BD, Initial Settlement Statement Reissue, Recalculation Settlement Statement and the Recalculation Settlement Statement T+76BD for each Settlement Period in each Trading Day.
- 11.29.2 Payment for the charges referred to in Section 11.1.2 (except for the charges payable under long-term contracts) for each Trading Day in each calendar month shall be made five (5) Business Days after issuance of the Initial Settlement Statement T+38BD for the last day of the relevant calendar month. Payment for adjustments will be made five (5) Business Days after issuance of the Initial Settlement Statement Reissue or Recalculation Settlement Statement for the last day of the relevant month. Payments for FERC Annual Charges will be made in accordance with Section 11.19.

11.29.5 General Principles for Production of Settlement Statements.

11.29.5.1 Basis of Settlement.

The basis of each Settlement Statement shall be the debiting or crediting of an account in the name of the relevant Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO in the general ledger set up by the CAISO to reflect all transactions, charges or payments settled by the CAISO.

11.29.5.2 Right to Dispute.

All Scheduling Coordinators, CRR Holders, Black Start Generators or Participating TOs shall have the right to dispute any item or calculation set forth in any Initial Settlement Statement in accordance with this CAISO Tariff.

11.29.7 Settlements Cycle.

11.29.7.1 Timing of the Settlements Process.

11.29.7.1.1 Initial Settlement Statement T+38BD.

The CAISO shall provide to each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for validation an Initial Settlement Statement for each Trading Day within thirty-eight (38) Business Days of the relevant Trading Day, covering all Settlement Periods in that Trading Day. Each Initial Settlement Statement will include a statement of:

- (a) the amount payable or receivable by the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge referred to in Section 11 for each Settlement Period in the relevant Trading Day;
- (b) the total amount payable or receivable by that Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge for all Settlement Periods in that Trading Day after the amounts payable and the amounts receivable under (a) have been netted off pursuant to Section 11.29; and
- (c) the components of each charge in each Settlement Period except for information contained in the Imbalance Energy report referred to in this Section 11.29.7.1.1.

Each Initial Settlement Statement shall also be accompanied by a breakdown of the components of the Imbalance Energy Charge (the Imbalance Energy report).

11.29.7.1.2 Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall have a period of eight (8) Business Days from the issuance of an Initial Settlement

Statement during which it may review the Initial Settlement Statement T+38BD and notify the CAISO of any errors. No later than fifty-one (51) Business Days after the Trading Day to which it relates, the CAISO shall issue an Initial Settlement Statement Reissue or a Recalculation Settlement Statement to each Scheduling Coordinator or CRR Holder for that Trading Day.

11.29.7.1.3 Initial Settlement Statement Reissues and Recalculation Settlement Statements.

The CAISO shall provide to each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO an Initial Settlement Statement Reissue or a Recalculation Settlement Statement in accordance with the CAISO Tariff and the CAISO Payments Calendar. The Initial Settlement Statement Reissue or Recalculation Settlement Statement shall be in a format similar to that of the Initial Settlement Statement and shall include the same granularity of information provided in the Initial Settlement Statement as amended following the validation procedure.

11.29.7.1.4 Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall have a period of ten (10) Business Days from the issuance of the Initial Settlement Statement Reissue or Recalculation Settlement Statement during which it may review the Incremental Changes on the Initial Settlement Statement Reissue or Recalculation Settlement Statement and notify the CAISO of any errors. No later than twenty-five (25) Business Days from the date of issuance of the Initial Settlement Statement Reissue or Recalculation Settlement Statement, the CAISO shall issue the 76th Day Recalculation Settlement Statement and shall incorporate any required corrections in a subsequent Initial Settlement Statement.

11.29.7.2 Basis for Billing and Payment.

The Initial Settlement Statement T+38BD, Initial Settlement Statement Reissue, Recalculation Settlement Statement and the Recalculation Settlement Statement T+76BD shall constitute the basis for billing and associated automatic funds transfers in accordance with this CAISO Tariff. The Initial Settlement Statement T+38BD shall constitute the basis for billing and associated automatic funds transfers for all charges in the first instance. The Initial Settlement Statement Reissue and Recalculation Settlement Statement shall constitute the basis for billing and associated automatic funds transfers for adjustments to charges set forth in the Initial Settlement Statement T+38BD. Each Scheduling Coordinator, CRR Holder, Black Start Generator, and Participating TO shall pay any net debit and shall be entitled to receive any net credit shown in an Invoice or Payment Advice on the Payment Date, whether or not there is any dispute regarding the amount of the debit or credit.

11.29.7.2.1 Elimination of Invoices under \$10.00.

Preliminary and final Invoices and Payment Advices due to or from any Market Participant for amounts less than \$10.00 will be adjusted to \$0.00 and no amount will be due to or from that Market Participant for that Invoice or Payment Advice.

11.29.7.3 Settlement Statement Re-runs and Post Final Adjustments.

The CAISO is authorized to perform Settlement Statement Re-runs following approval of the CAISO Governing Board. A request to perform a Settlement Statement Re-run may be made at any time by a Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO by notice in writing to the CAISO Governing Board. The CAISO Governing Board shall, in considering whether to approve a request for a Settlement Statement Re-run, determine in its reasonable discretion whether there is good cause to justify the performance of a Settlement Statement Re-run.

11.29.7.3.1 If a Settlement Statement Re-run is ordered by the CAISO Governing Board, the CAISO shall arrange to have the Settlement Statement Re-run carried out as soon as is reasonably practicable following the CAISO Governing Board's order, subject to the availability of staff and

computer time, compatible software, appropriate data and other resources.

- 11.29.7.3.2 The cost of a Settlement Statement Re-run shall be borne by the Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO requesting it, unless the Settlement Statement Re-run was needed due to a clerical oversight or error on the part of the CAISO staff.
- 11.29.7.3.3 Where a Settlement Statement Re-run indicates that the accounts of Scheduling Coordinators, CRR Holders, Black Start Generators, or Participating TOs should be debited or credited to reflect alterations to Settlements previously made under this CAISO Tariff, for those Scheduling Coordinators, CRR Holders, Black Start Generators, or Participating TOs affected by the statement rerun, the CAISO shall reflect the amounts to be debited or credited in the next subsequent Recalculation Settlement Statement that it issues following the Settlement Statement Re-run to which the provisions of this Section 11 apply.
- 11.29.7.3.4 Reruns, post closing adjustments and the financial outcomes of CAISO ADR Procedures and any other dispute resolution may be invoiced separately from monthly market activities. The CAISO shall provide a Market Notice at least thirty (30) days prior to such invoicing identifying the components of such Invoice or Payment Advice.

11.29.8 Confirmation and Validation.

11.29.8.1 Confirmation.

It is the responsibility of each Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO to notify the CAISO if it fails to receive a Settlement Statement on the date specified for the publication of such Settlement Statement in the CAISO Payments Calendar. Each Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO shall be deemed to have received its Settlement Statement on the dates specified, unless it notifies the CAISO to the contrary.

11.29.8.2 Validation.

Each Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO shall have the opportunity to review the terms of the Initial Settlement Statement T+38BD that it receives. The Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO shall be deemed to have validated each Initial Settlement Statement unless it has raised a dispute or reported an exception within eight (8) Business Days from the date of issuance. Once validated, an Initial Settlement Statement shall be binding on the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO to which it relates, unless the CAISO performs a Settlement Statement Re-run pursuant to Section 11.29.7.3.

The notice of dispute, if any, shall state clearly the Trading Day, the issue date of the Initial Settlement Statement, the item disputed, the reasons for the dispute, the amount claimed (if appropriate) and shall be accompanied with all available evidence reasonably required to support the claim.

11.29.8.3 Validation of Initial Settlement Statement Reissue and Recalculation Settlement Statements.

Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall have the opportunity to review the Incremental Changes that appear on the Initial Settlement Statement Reissue and Recalculation Settlement Statement that it receives. The Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall be deemed to have validated the Incremental Changes on each Initial Settlement Statement Reissue and Recalculation Settlement Statement unless it has raised a dispute or reported an exception regarding those Incremental Changes within ten (10) Business Days from the date of issuance.

Once validated, the Incremental Changes on the Initial Settlement Statement Reissue and Recalculation Settlement Statement shall be binding on the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO to which it relates, unless the CAISO performs a Settlement Statement Re-run pursuant to Section 11.29.7.3. The notice of dispute shall state clearly the Trading Day, the issue date of the Initial Settlement Statement Reissue and Recalculation Settlement Statement, the item disputed, the reasons for the dispute, the amount claimed (if appropriate) and shall be accompanied with all available evidence reasonably required to support the claim. The only Recalculation Settlement Statement that cannot be disputed is the one issued on T+60BD.

11.29.8.4 Recurring Disputes or Exceptions.

A Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO may request the CAISO to treat as recurring a dispute or exception raised in accordance with Sections 11.29.8.1 and 11.29.8.2 above, if a dispute or exception would apply to subsequent Initial and the Initial Settlement Statement Reissue and Recalculation Settlement Statements. A request for recurring treatment may be made for any valid reason provided that subsequent Initial Settlement Statements T+38BD, Initial Settlement Statement Reissue and Recalculation Settlement Statements would be affected, including but not limited to, that the disputed calculation will recur, or that a disagreement as to policy will affect calculations in subsequent Initial Settlement Statement T+38BD, the Initial Settlement Statement Reissue and Recalculation Settlement Statements. If a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO wishes to request that the CAISO treat a dispute as recurring, it shall, in the notice, clearly indicate that it requests such treatment and set forth in detail the reasons that support such treatment. To the extent possible, the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall state the types of charges and dates to which the dispute will apply, and provide estimates of the amounts that will likely be claimed on each date. The CAISO shall make a determination on such a request within five (5) Business Days of receipt. To preserve its right to dispute an item, a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO must continue to raise a dispute or report an exception until it is notified by the CAISO that the CAISO agrees to treat the dispute or exception as recurring. If the CAISO grants a request to treat a dispute or exception as recurring, the dispute raised or exception reported by the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall be deemed to apply to every subsequent Initial Settlement Statement T+38BD, the Initial Settlement Statement Reissue and Recalculation Settlement Statement provided to the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO from the date that the CAISO grants the request for recurrent treatment until: a) ninety (90) days have elapsed, unless the CAISO indicates a different expiration date on its response to the request, in which case the expiration date shall be as stated by the CAISO in its response or b) the dispute or exception is resolved, whichever is shorter. The CAISO may deny a request that the CAISO treat a dispute as recurring for any valid reason, including because the request is not adequately specific as to the basis for recurring treatment or the subsequent calculations that will be affected.

11.29.8.5 Amendment.

Regarding a dispute related to an Initial Settlement Statement, if the CAISO agrees with the amount claimed, it shall incorporate the relevant data into the Initial Settlement Statement Reissue or Recalculation Settlement Statement. Regarding a dispute related to an Incremental Change in an Initial Settlement Statement Reissue or Recalculation Settlement Statement, the CAISO shall make a determination on the dispute no later than twenty-five (25) Business Days from the issuance of the Initial Settlement Statement Reissue or Recalculation Settlement Statement, and, if the CAISO agrees with the amount claimed, shall incorporate the relevant data into the next Recalculation Settlement Statement issued on T+76BD.

11.29.8.6 CAISO Contact.

If the CAISO does not agree with the amount claimed or if it requires additional information, it shall make reasonable efforts (taking into account the time it received the notice of dispute and the complexity of the issue involved) to contact the relevant Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO to resolve the issue before issuing the Initial Settlement Statement Reissue or Recalculation Settlement Statement. If it is not possible to contact the relevant party, the CAISO shall issue the Initial Settlement Statement Reissue or Recalculation Settlement Statement without taking into account the dispute notice.

11.29.10 Billing and Payment.

The CAISO shall prepare and send to each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO two Invoices or Payment Advices for each calendar month. The first Invoice or Payment Advice will be based on the Initial Settlement Statement T+38BD and the second Invoice or Payment Advice will be based on the Initial Settlement Statement Reissue or Recalculation Settlement Statement(s). Each Invoice or Payment Advice will show amounts which are to be paid by or to each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO, the Payment Date, being the date on which such amounts are to be paid or received and details of the CAISO Clearing Account to which any amounts owed by Scheduling Coordinators, CRR Holder, Black Start Generator or Participating TO are to be paid.

The Invoices or Payment Advices will also include the total charges for each component of the Grid Management Charge, the total charges associated with any Interest for each relevant Trading Month, the FERC Annual Charges due monthly, as well as any disbursements associated with a shortfall receipt distribution.

A separate Invoice for the FERC Annual Charges due annually will be issued by the CAISO to the Scheduling Coordinator in accordance with Section 11.19.1.2. The CAISO will issue separate Invoices for NERC/WECC Charges as described in Section 11.20.

A separate Invoice for a shortfall allocation will be issued by the CAISO to Scheduling Coordinators in the event of a payment default in accordance with Section 11.29.17.1.

Settlement Statement Reruns, post closing adjustments and the financial outcomes of CAISO ADR Procedures and any other dispute resolution may be invoiced separately from monthly market activities. The CAISO shall provide a Market Notice at least thirty (30) days prior to such invoicing identifying the components of such Invoice or Payment Advice.

11.29.10.1 Emergency Procedures.

11.29.10.2 Use of Estimated Data.

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 to the Settlement and billing process contained in the CAISO Tariff. Details of the variation and the method chosen to produce estimated data, Settlement Statements and Invoices and Payment Advices will be published on the CAISO Website.

11.29.10.3 Payment of Estimated Statements and Invoices.

When estimated Settlement Statements and Invoices or Payment Advices are issued by the CAISO, payments between the CAISO and Market Participants shall be made on an estimated basis and the necessary corrections shall be made by the CAISO as soon as practicable. The corrections will be reflected as soon as practicable in later Settlement Statements and Invoices

and Payment Advices issued by the CAISO. Failure to make such estimated payments shall result in the same consequences as a failure to make actual payments.

11.29.10.4 Validation and Correction of Estimated Statements and Invoices.

The CAISO shall use its best efforts to verify the estimated data and to make the necessary corrections as soon as practicable. The corrections will be reflected as soon as practicable in later Settlement Statements and Invoices and Payment Advices issued by the CAISO.

11.29.10.5 Estimated Statements to be Final.

In the event that the CAISO is of the opinion that, despite its best efforts, it is not possible for it to verify the estimated data because actual data is not reasonably expected to become available to the CAISO in the foreseeable future, the CAISO shall consult with the Market Participants in order to develop the most appropriate substitute data including using data provided by Market Participants. Following such determination of substitute data, the CAISO shall send to the relevant Market Participants revised Settlement Statements and Invoices and Payment Advices. The provisions of Section 11.29.8.6 shall apply to payment of revised Invoices issued in accordance with these emergency procedures. Failure to make payments of such revised Invoices shall result in the same consequences as a failure to make actual payments.

11.29.21.2 Evidence of Unpaid Amount.

The CAISO shall, on request, certify in writing the amounts owed by a CAISO Debtor that remain unpaid and the CAISO Creditors to whom such amounts are owed and shall provide certified copies of the relevant Initial Settlement Statement T+38BD and the Initial Settlement Statement Reissue and Recalculation Settlement Statements, Invoices, Payment Advices, and other documentation on which the CAISO's certificate was based to the CAISO Debtor and the relevant CAISO Creditors. A CAISO certificate given under this Section 11.29.21.2 may be used as prima facie evidence of the amount due by a CAISO Debtor to CAISO Creditors in any legal proceedings.

11.29.23 Communications.

The Initial Settlement Statement T+38BD, any Initial Settlement Statement Reissue, the Recalculation Settlement Statements and Invoices, and Payment Advices will be considered issued to CAISO Creditors or CAISO Debtors when released by the CAISO's secure communication system. Communications on a Payment Date relating to payment shall be made by the fastest practical means including by telephone. If there is a failure of a communication system and it is not possible to communicate by electronic means, then the CAISO or CAISO Creditor or CAISO Debtor, as the case may be, shall communicate by facsimile but only if the recipient is first advised by telephone to expect the facsimile. Methods of communication between the CAISO and Market Participants may be varied by the CAISO giving not less than ten (10) days notice to Market Participants on the CAISO's secure communication system.

11.29.24 CAISO Payments Calendar.

11.29.24.1 **Preparation.**

In September of each year, the CAISO will prepare a draft CAISO Payments Calendar for the following calendar year showing for each Trading Day:

(a) The date by which Scheduling Coordinators are required to provide Settlement Quality Meter Data for all their Scheduling Coordinator Metered Entities for each Settlement Period in the Trading Day;

- (b) The date on which the CAISO will issue Initial Settlement Statements and Invoices and Payment Advices to Scheduling Coordinators or CRR Holders, Black Start Generators and Participating TOs for that Trading Day;
- (c) The date by which Scheduling Coordinators, CRR Holders, Black Start Generators and Participating TOs are required to notify the CAISO of any disputes in relation to their Initial Settlement Statements pursuant to Section 11.29.8.2;
- (d) The date on which the CAISO will issue the Initial Settlement Statement Reissue and Recalculation Settlement Statements for T+51BD, T+60BD and T+76BD, and Invoices and Payment Advices to Scheduling Coordinators, CRR Holders, Black Start Generators and Participating TOs for that Trading Day;
- (e) The date and time by which CAISO Debtors are required to have made payments into the CAISO Clearing Account in payment of Invoices for that Trading Day;
- (f) The dates and times on which CAISO Creditors will receive payments from the CAISO Clearing Account of amounts owing to them for that Trading Day; and
- (g) In relation to Reliability Must-Run Charges and RMR Payments, the details set out in paragraph 3 of Appendix N, Part J.

The CAISO will make a draft of the CAISO Payments Calendar available on the CAISO Website to Scheduling Coordinators, CRR Holders, Black Start Generators, Participating TOs and RMR Owners any of which may submit comments and objections to the CAISO within two weeks of the date of posting of the draft on the CAISO Website. No later than October 31st in each year, the CAISO will publish the final CAISO Payments Calendar for the following calendar year, after considering the comments and objections received from Scheduling Coordinators, CRR Holders, Black Start Generators, Participating TOs and RMR Owners. The final CAISO Payments Calendar will be posted on the CAISO Website, and will show for the period from 1 January to 31 December in the next succeeding year (both dates inclusive), the dates on which Settlement Statements shall be published by the CAISO and the Payment Dates on which the CAISO will pay the Participating TOs the Wheeling revenues allocated to them pursuant to Section 26.1.4.3.

2. Definitions

As used in this Appendix O, the capitalized terms defined below shall have the definitions specified in this Section 2. All other capitalized terms shall have the meaning specified in the Master Definition Supplement in Attachment A.

Incremental Change: The change in dollar value of a specific Charge Code from the Initial Settlement Statement T+33BD to the Initial Settlement Statement Reissue or Recalculation Settlement Statement including any new Charge Codes or Trading Day charges appearing for the first time on the Initial Settlement Statement, Reissue or Recalculation Settlement Statement.

Initial Settlement Statement T+38BD: A Settlement Statement generated by the CAISO for the calculation of Settlements for a given Trading Day, which is published on the thirty eight Business Day from the relevant Trading Day (T+38BD) and is prior to the Invoice or Payment Advice published for the relevant bill period.

Settlement Statement Re-run: The recalculation of a Settlement Statement in accordance with the provisions of the CAISO Tariff.

Recalculation Settlement Statement: The reissue of an Initial Settlement Statement T+38BD by the CAISO on the fifty-first (51st) Business Day from the relevant Trading Day (T+51BD) if T+51BD falls on a calendar day that is after the day the invoice or Payment Advice for the bill period containing the relevant Trading Day is scheduled to publish.

Recalculation Settlement Statement T+76BD: The reissue of an Initial Settlement Statement Reissue or the Recalculation Settlement Statement by the CAISO on the seventy-sixth (76th) Business Day from the relevant Trading Day (T+76BD).

Settlement Statement: Any one of the following: Initial Settlement Statement T+38BD, Initial Settlement Statement Reissue, Recalculation Settlement Statement and Recalculation Settlement Statement T+76BD.