**Long-Term Wheeling Through Priority**

**Draft Tariff Language**

**Appendix GG**

**Appendices only**

**Appendix GG is currently “Not Used.” All tariff language proposed in this appendix is new. All redlines are shown in black text for ease of initial review.**

# [Appendix GG]

# Appendix 1 REQUEST FOR LONG-TERM PRIORITY FOR WHEELING THROUGHS

Provide one copy of this completed form pursuant to Section 5 of this Appendix 1 below.

1. The undersigned Scheduling Coordinator (hereinafter the Requesting Scheduling Coordinator) submits this request for long-term priority for Wheeling Throughs.

2. This request is for the following long-term priority for Wheeling Throughs:

Megawatt (MW) quantity \_\_\_\_\_\_\_\_\_\_

Term (duration) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Intertie point of receipt (source) location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Intertie point of delivery (sink) location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional pertinent technical information\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Name, address, telephone number, and e-mail address of the Requesting Scheduling Coordinator’s contact person (primary person who will be contacted):

Name:

Title:

Company Name:

Street Address:

City, State:

Zip Code:

Phone Number:

Fax Number:

Email Address:

4. The Requesting Scheduling Coordinator shall provide the applicable study deposit amount made payable to California ISO. Send check to CAISO (see Section 5 below for details) along with the request for long-term priority for Wheeling Throughs for processing.

5. This request for long-term priority for Wheeling Throughs shall be submitted to the CAISO representative indicated below:

California ISO

Attn: Grid Assets

P.O. Box 639014

Folsom, CA 95763-9014

Overnight address:

California ISO

Attn: Grid Assets

250 Outcropping Way

Folsom, CA 95630

6. Representative of the Requesting Scheduling Coordinator to contact:

[To be completed by the Requesting Scheduling Coordinator]

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

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

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

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

City, State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip Code:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

7. This request for long-term priority for Wheeling Throughs is submitted by:

Legal name of the Requesting Scheduling Coordinator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (signature):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (type or print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

# Appendix 2 STUDY PROCESS AGREEMENT FOR REQUEST FOR LONG-TERM PRIORITY FOR WHEELING THROUGHS

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, ("Requesting Scheduling Coordinator") and the California Independent System Operator Corporation, a California nonprofit public benefit corporation existing under the laws of the State of California, ("CAISO"). The Requesting Scheduling Coordinator and the CAISO each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

WHEREAS, the Requesting Scheduling Coordinator is requesting a long-term priority for Wheeling Throughs for a term of \_\_\_\_\_\_\_\_\_ consistent with the request for long-term priority for Wheeling Throughs contained in Appendix 1 to Appendix GG of the CAISO Tariff and submitted by the Requesting Scheduling Coordinator dated \_\_\_\_\_\_\_\_\_; and

WHEREAS, the Requesting Scheduling Coordinator desires to obtain a long-term priority for Wheeling Throughs pursuant to Appendix GG to the CAISO Tariff; and

WHEREAS, the Requesting Scheduling Coordinator has requested the CAISO to conduct or cause to be performed Long-Term Wheeling Through Assessments to assess the system impact of accommodating the requested long-term priority for Wheeling Throughs;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the CAISO’s FERC-approved Long-Term Wheeling Through Procedures (LTWTP) in CAISO Tariff Appendix GG or the Master Definitions Supplement, Appendix A to the CAISO Tariff, as applicable.

2.0 The Requesting Scheduling Coordinator elects and the CAISO shall conduct or cause to be performed Long-Term Wheeling Through Assessments in accordance with the CAISO Tariff.

3.0 The scope of the Long-Term Wheeling Through Assessments shall be subject to the assumptions set forth in Appendices A and B to this Agreement.

4.0 The Long-Term Wheeling Through Assessments will be based upon the technical information provided by the Requesting Scheduling Coordinator in its request for long-term priority for Wheeling Throughs, as may be modified under the CAISO Tariff. The CAISO reserves the right to request additional technical information from the Requesting Scheduling Coordinator as may reasonably become necessary consistent with Good Utility Practice during the course of the Long-Term Wheeling Through Assessments.

5.0 Consistent with the LTWTP and the CAISO Tariff, the Requesting Scheduling Coordinator will provide deposits and pay its share of actual costs of applicable studies, including in excess of provided deposits. The CAISO and Participating TO will provide invoices and refunds on a timely basis required by the LTWTP and the CAISO Tariff.

Following the issuance of a Long-Term Wheeling Through Assessments report, the CAISO shall charge and the Requesting Scheduling Coordinator shall pay its share of the actual costs of the Long-Term Wheeling Through Deliverability Assessment pursuant to Section 3.4.1 of the LTWTP.

Any difference between the deposits made toward the Long-Term Wheeling Through Assessment process and associated administrative costs, including any accelerated studies, and the actual cost of the Long-Term Wheeling Through Assessments and associated administrative costs shall be paid by or refunded to the Requesting Scheduling Coordinator, in the appropriate allocation, in accordance with Section 3.4.1 of the LTWTP.

6.0 Pursuant to Section 3.6 of the LTWTP, the CAISO will coordinate the conduct of any studies required to determine the impact of the request for long-term priority for Wheeling Throughs on Affected Systems. The CAISO may provide a copy of the Long-Term Wheeling Through Assessments or other assessments to an Affected System Operator and the Western Electricity Coordinating Council. Requests for review and input from Affected System Operators or the Western Electricity Coordinating Council may arrive at any time prior to final approval of the request for long-term priority for Wheeling Throughs.

7.0 Substantial portions of technical data and assumptions used to perform the Phase I Long-Term Wheeling Through Assessment, such as system conditions, existing and planned generation, and unit modeling, may change after the CAISO provides the Long-Term Wheeling Through Assessment results to the Requesting Scheduling Coordinator. Long-Term Wheeling Through Assessment results will reflect available data at the time the CAISO provides the Phase I Long-Term Wheeling Through Assessment report to the Requesting Scheduling Coordinator. The CAISO shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be incurred by the Requesting Scheduling Coordinator as a result of changes in such data and assumptions.

8.0 The CAISO and Participating TO(s) shall maintain records and accounts of all costs incurred in performing the Long-Term Wheeling Through Assessment in sufficient detail to allow verification of all costs incurred, including associated overheads. The Requesting Scheduling Coordinator shall have the right, upon reasonable notice, within a reasonable time at the CAISO’s offices and at its own expense, to audit the CAISO’s records as necessary and as appropriate in order to verify costs incurred by the CAISO. Any audit requested by the Requesting Scheduling Coordinator shall be completed, and written notice of any audit dispute provided to the CAISO representative, within one hundred eighty (180) calendar days following receipt by the Requesting Scheduling Coordinator of the CAISO’s notification of the final costs of the Long-Term Wheeling Through Deliverability Assessment.

9.0 In accordance with Section 3.7 of the LTWTP, the Requesting Scheduling Coordinator may withdraw its request for long-term priority for Wheeling Throughs at any time by written notice to the CAISO. Upon receipt of such notice, this Agreement shall terminate, subject to the requirements of Section 3.4.1 and 11.4 of the LTWTP.

10.0 This Agreement shall become effective on the date the CAISO notifies the Requesting Scheduling Coordinator that the request for long-term priority for Wheeling Throughs is complete pursuant to Section 3.4.1 of the LTWTP.

11.0 Miscellaneous.

11.1 Dispute Resolution. Any dispute, or assertion of a claim, arising out of or in connection with this Agreement, shall be resolved in accordance with Section 13 of the CAISO Tariff.

11.2 Confidentiality. Confidential Information shall be treated in accordance with Section 12.1 of the LTWTP.

11.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

11.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

11.5 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person’s successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement, or such Section of the LTWTP or such Appendix to the LTWTP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section, or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

11.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this Agreement.

11.7 No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

11.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by the Requesting Scheduling Coordinator shall not constitute a waiver of any legal rights of the Requesting Scheduling Coordinator’s to obtain a request for long-term priority for Wheeling Throughs from the CAISO. Any waiver of this Agreement shall, if requested, be provided in writing.

Any waivers at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

11.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

11.10 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both of the Parties.

11.11 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.

11.12 Reservation of Rights. The CAISO shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC’s rules and regulations thereunder, and Requesting Scheduling Coordinator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC’s rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC’s rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

11.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

11.14 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement. Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

IN WITNESS THEREOF, the Party has caused this Agreement to be duly executed by its duly authorized officers or agents on the day and year first above written.

**[Insert name of the Requesting Scheduling Coordinator]**

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

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

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

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

## Appendix A DATA FORM TO BE PROVIDED BY THE REQUESTING SCHEDULING COORDINATOR PRIOR TO COMMENCEMENT OF THE PHASE II LONG-TERM WHEELING THROUGH ASSESSMENT

Megawatt (MW) quantity: \_\_\_\_\_\_\_\_\_\_

Term (duration): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Intertie point of receipt (source) location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Intertie point of delivery (sink) location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Pertinent Technical Information\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provide two copies of this completed form and other required plans and diagrams in accordance with Section 6 of the LTWTP.

# Appendix 3 AGREEMENT FOR THE ALLOCATION OF RESPONSIBILITIES WITH REGARD TO LONG-TERM WHEELING THROUGH PROCEDURES AND LONG-TERM WHEELING THROUGH ASSESSMENT AGREEMENTS

This Agreement for the Allocation of Responsibilities With Regard to Long-Term Wheeling Through Procedures and Long-Term Wheeling Through Assessment Agreements ("Agreement"), dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is entered into between the California Independent System Operator Corporation ("CAISO") and [NAME OF PTO] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("PTO"). The CAISO and PTO are jointly referred to as the "Parties" and individually, as a "Party."

WHEREAS, this Agreement will ensure an independent assessment of impacts of accommodating new requests for long-term priority for Wheeling Throughs on the CAISO Controlled Grid and take advantage of the respective expertise of the Parties to facilitate efficient and cost-effective Long-Term Wheeling Through Assessment procedures.

NOW THEREFORE, in view of the respective responsibilities assigned to the Parties, and the provisions of the CAISO’s Long-Term Wheeling Through Procedures set forth in CAISO Tariff Appendix GG, the CAISO and PTO agree to the following allocation of responsibilities for a centralized Long-Term Wheeling Through Assessment process under the direction and oversight of the CAISO:

**1. DEFINITIONS**

Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the CAISO Tariff.

**2. TERM OF AGREEMENT**

This Agreement shall become effective upon the date specified in the first paragraph above and shall remain in effect until (1) terminated by all Parties in writing, or (2) with respect to the PTO, upon the termination of that entity’s status as a PTO pursuant to the Transmission Control Agreement, as amended from time to time.

**3. PROVISIONS FOR ALLOCATION OF RESPONSIBILITIES BETWEEN CAISO AND PTO**

**3.1** Rights and responsibilities of the CAISO and the PTO: The Parties acknowledge that, as the transmission provider, the CAISO is responsible for reliably operating the transmission grid. The Parties also recognize that while the CAISO is a transmission provider under the CAISO Tariff, the CAISO does not own any transmission facilities, and the PTO owns, constructs, and maintains the facilities to which Generating Facilities are to be interconnected, and that the PTO may construct or modify facilities to allow the interconnection. While the Parties recognize that the CAISO will be responsible for conducting or causing to be performed Long-Term Wheeling Through Assessments and similar studies, the PTO will participate in these studies and conduct certain portions of studies, under the direction and oversight of, and approval by, the CAISO, as provided in this Agreement. The CAISO shall not enter into any Long-Term Wheeling Through Assessment agreement with a Requesting Scheduling Coordinator that is contrary to these rights.

**3.2 [INTENTIONALLY LEFT BLANK]**

**3.3 Transmission Owners’ Right to Participation in Studies, Committees, and Meetings:**

**3.3.1** In the event that a Requesting Scheduling Coordinator requests a long-term priority for Wheeling Throughs that potentially affects the PTO’s facilities, or the PTO is an owner of an affected system, the PTO shall have the right to participate in any Long-Term Wheeling Through Assessment or any other study conducted in connection with such request for long-term priority for Wheeling Throughs. "Participate" in this Section 3.3.1 means physically perform any study or portion thereof in connection with a request for long-term priority for Wheeling Throughs, under the direction and oversight of, and approval by, the CAISO pursuant to Section 3.4 of this Agreement; provide or receive input, data or other information regarding any study or portion thereof consistent with Section 3.4 of this Agreement; and, when any study or portion thereof in connection with a request for long-term priority for Wheeling Throughs is physically performed by an entity other than the PTO, perform activities necessary to adequately review or validate, as appropriate, any results of the study or portions thereof and provide recommendations.

**3.3.2** In the event that a Requesting Scheduling Coordinator requests a long-term priority for Wheeling Throughs that potentially affects the PTO’s facilities, or the PTO is an owner of an affected system, the PTO shall have the right to participate in all meetings expressly established pursuant to the CAISO. As appropriate, the PTO may participate in all other material or substantive communications in connection with a request for long-term priority for Wheeling Throughs.

**3.4** Long-Term Wheeling Through Assessment Responsibility Allocation: In complying with its responsibility for conducting or causing to be performed Long-Term Wheeling Through Assessments, the CAISO will assign responsibility for performance of portions of the Long-Term Wheeling Through Assessments to the PTO, under the direction and oversight of, and approval by, the CAISO, as set forth in Attachment A, except as specifically qualified as follows:

**3.4.1** For any tasks specifically assigned to the PTO pursuant to Attachment A or otherwise mutually agreed upon by the CAISO and the PTO, the CAISO reserves the right, on a case-by-case basis, to perform or reassign to a mutually agreed upon and pre-qualified contractor such task only where: (a) the quality and accuracy of prior PTO Long-Term Wheeling Through Assessment 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 4.15 of this Agreement in writing of the deficiency, and the deficiency has not been cured pursuant to Section 3.4.2 of this Agreement; (b) the timeliness of PTO Long-Term Wheeling Through Deliverability Assessment work product has been deemed deficient, and either (i) the CAISO has not been notified of the reasons and actions taken to address the timeliness of the work, or (ii) if notified, the stated reasons and actions taken are insufficient or unjustifiable and the PTO has not cured the deficiency pursuant to Section 3.4.2 of this Agreement; (c) the PTO has failed, in a mutually agreed upon timeframe, to provide the CAISO with information or data related to a request for long-term priority for Wheeling Throughs despite a written request by the CAISO, pursuant to Section 3.5 hereof, to do so, and such data is the responsibility of the PTO to provide to the CAISO, subject to Section 4.3 of this Agreement; (d) the PTO

advises the CAISO in writing that it does not have the resources to adequately or timely perform the task according to the applicable timelines set forth in Attachment A; or (e) the estimated cost of the PTO performing the task has been determined in writing by the CAISO to significantly exceed the cost of the CAISO or mutually agreed upon contractor performing the task, inclusive of the costs that will be incurred by the PTO in exercising its review rights of the results of any such tasks performed by such third party(ies). If the CAISO deviates from the assignments set forth in Attachment A based on the foregoing factors, the CAISO will provide the PTO with a written explanation for the deviation and any associated reassignments of work. The PTO may contest the deviation pursuant to the Dispute Resolution procedures set forth in Section 4.1 of this Agreement.

Task(s) may only be reassigned in accordance with this Section 3.4.1 where the PTO has been deemed to be deficient in relation to that (those) particular task(s).

**3.4.2 Cure for reassigned Long-Term Wheeling Through Assessment work**

The CAISO shall not reassign task(s) without the opportunity to cure, as specified in Section 3.4.1 of this Agreement. The following actions will serve to cure the deficiencies and result in restoring the assignment(s) as provided in Attachment A:

(a) The CAISO and PTO shall negotiate in good faith and agree to a corrective action plan proposed by the PTO, including a reasonably adequate cure period, and the corrective action plan is satisfactorily implemented.

(b) The CAISO determines the deficiency is cured without an action plan.

**3.4.3** Assessment of prior PTO Long-Term Wheeling Through Assessment work shall only be based on work conducted under the process that becomes effective concurrent with the effective date of this Agreement. Further, assessment of prior PTO Long-Term Wheeling Through Assessment work shall be based on work conducted no earlier than the eighteen (18) month period prior to the date of the CAISO notice of deviation from assignments set forth in Attachment A to this Agreement.

**3.5**  Information Exchange: The PTO shall provide the CAISO, subject to confidentiality requirements in Section 4.3 of this Agreement, with any documentation or data requested by the CAISO reasonably necessary to permit the CAISO to perform, review, validate and approve any Long-Term Wheeling Through Assessment, or portion thereof, performed by the PTO. The CAISO shall provide the PTO with any documentation or data requested by the PTO, subject to confidentiality requirements in Section 4.3 of this Agreement, reasonably necessary to perform, review, and validate any Long-Term Wheeling Through Assessment, or portion thereof.

**3.6** Consistency with Provisions for Centralized Long-Term Wheeling Through Assessment Process: The CAISO and PTO have determined that the processes and allocation of responsibilities in Section 3.4 of this Agreement ensure that impacts to the CAISO Controlled Grid are independently assessed and that the assignment of responsibilities minimizes handoffs, takes advantage of non-transferable skills, and promotes the efficiency and cost-effectiveness of the centralized Long-Term Wheeling Through Deliverability Assessment processes, consistent with Section 3.2.

**3.7** Re-Studies: If any re-studies are required, the CAISO will confer with the PTO as to the need for a re-study. The CAISO will make the final determination regarding the need for a re-study, subject to dispute resolution procedures.

**3.8** Use of Contractors: Nothing in this Agreement shall prevent either the CAISO or the PTO from using qualified, mutually agreed upon third-party contractors to meet that Party's rights or obligations under this Agreement. To promote the efficiency of the process, the CAISO and PTO will collaborate to identify a list of the mutually agreed to qualified contractors available to the Parties.

**3.9** Performance Standards: Each Party shall perform all of its obligations under the LTWTP, this Agreement, and any FERC approved Long-Term Wheeling Through Assessment procedures that may be adopted by the CAISO to implement the LTWTP or this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice.

**3.10** Recovery of Costs: In accordance with Section 3.4.1 of the LTWTP, the PTO shall recover all actual costs from the CAISO incurred in performing Long-Term Wheeling Through Assessments or portions thereof assigned to it by the CAISO, including all costs incurred in exercising its right to review, and make recommendations on, Long-Term Wheeling Through Deliverability Assessments or portions thereof performed by the CAISO and/or contractors under Section 3.8 of this Agreement.

**4 GENERAL TERMS AND CONDITIONS**

**4.1** Dispute Resolution: In the event any dispute regarding the terms, conditions, and performance of this Agreement is not settled informally, the Parties shall follow the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff.

**4.2** Liability: No Party to this Agreement shall be liable to any other Party for any direct, indirect, special, incidental or consequential losses, damages, claims, liabilities, costs or expenses (including attorneys fees and court costs) arising from the performance or non-performance of its obligations under this Agreement regardless of the cause (including intentional action, willful action, gross or ordinary negligence, or force majeure); provided, however, that a Party may seek equitable or other non-monetary relief as may be necessary to enforce this Agreement and that damages for which a Party may be liable to another Party under another agreement will not be considered damages under this Agreement.

**4.3** Confidentiality: Confidential Information shall be treated in accordance with Section 12.1 of the LTWTP.

**4.4** Binding Effect: This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

**4.5** Conflicts: In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

**4.6** Rules of Interpretation: This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person’s successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section, Attachment, or Appendix means such Article or Section of this Agreement or such Attachment or Appendix to this Agreement, or such Section of the or such Appendix to the , as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or Section; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

**4.7** Entire Agreement: This Agreement, including all Attachments hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this Agreement.

**4.8** No Third-Party Beneficiaries: This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**4.9** Waiver: The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by a Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing. Any waivers at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

**4.10** Headings: The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

**4.11** 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.

**4.12** Modification by the Parties: The Parties may amend this Agreement and any Appendices to this Agreement only (1) by mutual agreement of the Parties by a written instrument duly executed by the Parties, subject to FERC approval or (2) upon the issuance of a FERC order, pursuant to Section 206 of the Federal Power Act. It is the Parties' intent that FERC’s right to change any provision of this Agreement shall be limited to the maximum extent permissible by law and that any such change, if permissible, shall be in accordance with the Mobile-Sierra public interest standard applicable to fixed rate agreements. United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956). Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations. Notwithstanding the foregoing, Attachment B (Notices) may be modified as set forth in Section 4.15 of this Agreement, and the CAISO and the PTO may from time to time mutually agree to deviate from Attachment A in accordance with the provisions of this Agreement, however, such deviation shall be subject to Section 4.9 of this Agreement and not considered a course of dealing.

**4.13** No Partnership: This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

**4.14** Assignment: This Agreement may be assigned by a Party only with the written consent of the other Parties; provided that a Party may assign this Agreement without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

**4.15**  Notices: Any notice, demand, or request provided in this Agreement, or served, given, or made in connection with it, will be in writing and deemed properly served, given, or made if delivered in person, transmitted by facsimile, or sent by United States mail, postage prepaid, to the persons specified in Attachment B hereto unless otherwise provided in this Agreement. Any Party may at any time, by notice to all other Parties, change the designation or address of the person specified in Attachment B as the person who receives notices pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original effective agreement among the Parties.

**California Independent System Operator Corporation**

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

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

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

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**[NAME OF PTO]**

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

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## ATTACHMENT A LONG-TERM WHEELING THROUGH ASSESSMENT RESPONSIBILITY ALLOCATION

Description of Long-term Wheeling Through Process: Roles and Responsibilities of CAISO and PTOs.

Purpose: This Attachment A to the “AGREEMENT FOR THE ALLOCATION OF RESPONSIBILITIES WITH REGARD TO LONG-TERM WHEELING THROUGH PROCEDURES AND LONG-TERM WHEELING THROUGH ASSESSMENT AGREEMENTS” serves as further clarification of the roles and responsibilities of the parties to this Agreement. The CAISO will assign responsibility for performance of portions of the Long-Term Wheeling Through Assessments to the relevant PTOs, under the direction and oversight of, and approval by, the CAISO, as set forth in this Attachment A. This document serves as a general overview of only the roles and responsibilities as between the CAISO and PTOs. This Agreement does not include the process steps, involvement or obligations of the Requesting Scheduling Coordinator (RSC). This Agreement is not inclusive of all procedures necessary to comply with all provisions of the Long-Term Wheeling Through Procedures, the Long-Term Wheeling Through Service Agreement, and Long-Term Wheeling Through Upgrade Construction Agreement.

**Process for Request for Long-Term Priority for Wheeling Throughs**

1. CAISO forwards the request for long-term priority for Wheeling Through to the PTO within three (3) Business Days (BD) of receipt of the request from Requesting Scheduling Coordinator (RSC).

2. PTO(s) provides any feedback regarding the request to CAISO within 3 BD.

3. CAISO distributes draft scoping meeting minutes for review within 5 BD of scoping meeting.

4. PTO(s) provide any comments to the scoping meeting minutes within 2 BD of receipt of draft scoping meeting minutes.

5. CAISO issues the final scoping meeting minutes within 3 BD of receipt of comments.

**Phase I Long-Term Wheeling Through Assessment Timeline**

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| **Line** | **Phase I Cluster Study** | **Typical Calendar Days** | **Timeline (Days)** |
| 1 | CAISO and PTOs develop initial Generating Facility groups for initial Dispatch assumptions and cost allocation purposes (except for thermal overload and short circuit mitigation). | 1 | 1 |
| 2 | PTOs develop draft Base Cases, each representing all Generating Facilities in the queue cluster, and deliver to CAISO. | 14 | 2-15 |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 | CAISO updates deliverability base case. PTOs update reliability base cases. PTOs develop draft contingency lists. | 10 | 21-30 |
| 6 | CAISO reviews and approves reliability base cases and contingency lists. | 5 | 31-35 |
| 7 | CAISO performs peak Deliverability Assessment identifying constrained facilities and prepares results summary. | 21 | 36-56 |
| 8 | At the CAISO’s direction, the PTOs perform the off-peak Load Flow, and summer peak and off-peak Post Transient and Stability analyses and submits draft study results to CAISO for review and direction. | 21 | 36-56 |
| 9 | CAISO and PTOs develop mitigation plans and determine RNU and LDNU | 21 | 57-77 |
| 10 | CAISO develops deliverability base case with TP upgrades only. | 7 | 78-84 |
| 11 | CAISO performs deliverability assessment for the purpose of determining incremental ADNUs and proposes ADNU. | 21 | 85-105 |
| 12 | CAISO and PTOs finalize ADNU. | 14 | 106-119 |
| 13 | CAISO develops shift factors for cost allocation purposes of all Network Upgrades and usage of previously triggered Network Upgrades. | 7 | 120-126 |
| 14 | CAISO performs off-peak deliverability assessment. | 14 | 127-140 |
| **Short Circuit Duty** | | | |
| 15 | CAISO coordinates with other potentially affected facility owners1. | n/a | n/a |
| 16 | CAISO directs PTO to develop Base Case and run short circuit analysis. | 106 | 21-126 |
| 17 | PTO performs facilities review. (Note: possibly for feedback into the power flow studies and PTO mitigation plans.) | 14 | 127-140 |
| 18 | PTO prepares draft study results and submits to the CAISO for review and direction. | 14 | 141-154 |
| **Facility cost estimates and schedules** | | | |
| 19 | At the CAISO’s direction, PTO(s) prepares cost estimates and schedules for the direct assignment facilities and Network Upgrades identified in the power flow, short circuit duty, post transient, and stability studies. | 134 | 21-154 |
| **Study Report** | | | |
| 20 | At the CAISO’s direction, PTO(s) prepares draft report for impacts in its service territory. | 120 | 21-140 |
| 21 | CAISO compiles all results into a draft report that covers grid impacts, as appropriate. CAISO reviews integrated draft report and submits comments, recommendations and direction to the PTO. | 10 | 141-150 |
| 22 | PTO incorporates CAISO’s directions, conclusions and recommendations. If CAISO conclusions and recommendations conflict with PTO conclusions, then CAISO and PTO must coordinate to resolve conflicts. Any remaining conflicts must be noted in the final report. PTO submits final draft report to the CAISO. | 10 | 151-160 |
| 23 | CAISO finalizes the report and provides final approved report to SCs, PTO, and any applicable Affected Systems. | 10 | 161-170 |
|  | CAISO performs Reassessment and prepares amended study reports for affected earlier queued interconnection customer interconnection requests. |  |  |

[footnote 1: In accordance with the WECC Short Circuit Duty Procedure]

**Phase II Study Process\*\***

\*\*All Long-Term Wheeling Through Assessments will be under the direction and oversight of, and approval by, the CAISO and may involve more than one PTO.

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| **Line** | **Phase II Cluster Study []** | **Typical Calendar Days** | **Timeline (Days)** |
| 1 | CAISO and PTOs update Base Cases based on the annual reassessment study results. | 7 | 1-7 |
| 2 | CAISO reviews and approves Base Cases.  PTOs update contingency lists. | 7 | 8-14 |
| 3 | CAISO reviews and approves contingency lists. | 5 | 15-19 |
| 4 | CAISO performs peak Deliverability Assessment identifying constrained facilities and prepares results summary. | 21 | 20-40 |
| 5 | At the CAISO’s direction, the PTOs perform the off-peak Load Flow, and summer peak and off-peak Post Transient and Stability analyses and submit draft study results to CAISO for review and direction. | 21 | 20-40 |
| 6 | CAISO and PTOs determine RNU and LDNU. | 21 | 41-61 |
| 7 | CAISO performs peak Deliverability Assessment for Option B projects for the purpose of identifying ADNU. | 28 | 62-89 |
| 8 | PTOs performs additional reliability assessment with all LDNUs modeled and identify | 28 | 62-89 |
| 9 | CAISO and PTOs determine ADNU and additional RNU and LDNU. | 14 | 90-103 |
| 10 | CAISO develops cost allocation table. | 7 | 104-110 |
| 11 | CAISO performs off-peak Deliverability Assessment. | 14 | 111-124 |
| 12 | PTOs update short-circuit duty results with all RNU and LDNU. | 105 | 20-124 |
| 13 | PTOs update short-circuit duty results with ADNU. | 21 | 125-145 |
| 14 | CAISO performs operational deliverability assessment. | 60 | 111-170 |
| 15 | PTOs perform operational reliability assessment. | 60 | 111-170 |
| **Study Report Including Facility Costs and Schedules** | | | |
| 16 | At the CAISO’s direction, PTOs prepare detailed cost estimates and schedules for the direct assignment facilities and schedules for RNU and LDNU identified in the overall plan of service and including individual segments. | 91 | 20-110 |
| 17 | At the CAISO’s direction, PTOs prepare draft reports that include detailed cost estimates and schedules for the direct assignment facilities and Network Upgrades identified in the overall plan of service and including individual segments. | 131 | 20-150 |
| 18 | CAISO reviews draft report and submits comments, recommendations and direction to the PTOs. | 14 | 151-164 |
| 19 | PTOs incorporate CAISO directions, conclusions and recommendations and add operational assessment conclusions to the draft report. If CAISO conclusions and recommendations conflict with PTO conclusions, then CAISO and PTO must coordinate to resolve conflicts. Any remaining conflicts must be noted in the final report. | 21 | 165-185 |
| 20 | CAISO finalizes the reports and tenders the reports to SC. | 20 | 186-205 |

## ATTACHMENT B CONTACTS FOR NOTICES

**[Section 4.15]**

**California ISO**

Manager, Transmission Engineering

250 Outcropping Way

Folsom, CA 95630

Phone: 916.351.2104

Fax: 916.351.2264

**[NAME OF PTO]**

[Address of PTO]