SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

THE WASHINGTON HARBOUR 3000 K STREET, NW, SUITE 300 WASHINGTON, DC 20007-5116 TELEPHONE (202) 424-7500 FACSIMILE (202) 424-7647 WWW.SWIDLAW.COM

NEW YORK OFFICE THE CHRYSLER BUILDING 405 LEXINGTON AVENUE NEW YORK, NY 10174 TEL.(212) 973-0111 FAX (212) 891-9598

May 3, 2004

The Honorable Magalie R. Salas Secretary Federal Energy Regulatory Commission 888 First Street, N.E. Washington, D.C. 20426

Re: California Independent System Operator Corporation

Compliance Filing

Docket Nos. ER02-651-002

Dear Secretary Salas:

MICHAEL KUNSELMAN

FAX: (202) 424-7643

DIRECT DIAL: (202) 295-8465

MNKUNSELMAN(#SWIDLAW.COM

The California Independent System Operator Corporation ("ISO")¹ respectfully submits six copies of this filing in compliance with the Commission's April 1, 2003 order, 107 FERC ¶ 61,001 ("April 1 Order") in the above-captioned docket. Two additional copies of this filing are enclosed to be date-stamped and returned to our messenger.

In the April 1 Order, the Commission accepted in part, and rejected in part the ISO's July 3, 2002 compliance filing in this proceeding ("Amendment No. 41 Compliance Filing"). In the April 1 Order, the Commission rejected the ISO's proposal in the Amendment No. 41 Compliance Filing to modify Section 6.10.5 of the ISO Scheduling and Billing Protocol to record interest received on late payments on a subsequent Payment Date rather than the date on which it was

Capitalized terms not otherwise defined herein are used in the sense given in the Master Definitions Supplement, Appendix A to the ISO Tariff.

The Honorable Magalie R. Salas May 3, 2004 Page 2

received. The Commission directed the ISO to submit, within 30 days, a compliance filing "to delete from its tariff the proposal to deem late payment of default interest to be received on the next payment date specified in the ISO Payments Calendar."

As the Commission noted in the April 1 Order, the ISO proposed a similar change to SABP 6.10.5 with respect to the recording of interest in Amendment No. 53 to the ISO Tariff. The Commission rejected that proposal in its order on Amendment No. 53. 105 FERC ¶ 61,284 (2003) ("Amendment No. 53 Order"). Pursuant to the Amendment No. 53 Order, the ISO filed, on January 15, 2003, a compliance filing in which it indicated that it had removed the rejected language from its Tariff ("Amendment No. 53 Compliance Filing). A copy of that filing is included as Attachment A to this letter.

The language removed from SABP 6.10.5 in the Amendment No. 53 Compliance Filing included the language concerning the recording of interest on late payments proposed in the Amendment No. 41 Compliance Filing, and rejected by the Commission in the April 1 Order. Therefore, because the ISO, in the Amendment No. 53 Compliance Filing, has already removed from its Tariff the language rejected by the Commission in the April 1 Order, the ISO does not believe that any further action is necessary or warranted.

Materials Included in the Present Filing

In addition to this transmittal letter, the present filing includes the following attachments:

Amendment No. 53 Compliance Filing Attachment A

A form notice of filing, suitable for publication in the Attachment B

Federal Register, along with a computer diskette

containing the notice in WordPerfect format.

The Honorable Magalie R. Salas May 3, 2004 Page 3

If there are questions concerning this filing, please contact the undersigned.

Respectfully submitted,

Charles F. Robinson
General Counsel
Gene L. Waas
Regulatory Counsel
The California Independent
System Operator Corporation
151 Blue Ravine Road
Folsom, CA 95630

J. Phillip Jordan ()
Michael Kunselman

Swidler Berlin Shereff Friedman, LLP 3000 K Street, N.W., Suite 300

Washington, D.C. 20007

ATTACHMENT A

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

THE WASHINGTON HARBOUR 3000 K STREET, NW, SUITE 300 WASHINGTON, DC 20007-5116 TELEPHONE (202) 424-7500 FACSIMILE (202) 424-7647 WWW.SWIDLAW.COM

New York Office The Chrysler Building 405 Lexington Avenue New York, NY 10174 Tel.(212) 973-0111 Fax (212) 891-9598

MICHAEL KUNSELMAN
DIRECT DIAL: (202) 295-8465
FAX: (202) 424-7643
MNKUNSELMAN@SWIDLAW.COM

January 15, 2003

The Honorable Magalie R. Salas Secretary Federal Energy Regulatory Commission 888 First Street, N.E. Washington, D.C. 20426

Re: California Independent System Operator Corporation Compliance Filing Docket Nos. ER03-942-000

ER03-942-001

Dear Secretary Salas:

The California Independent System Operator Corporation ("ISO")¹ respectfully submits six copies of this filing in compliance with the Commission's December 15, 2003 order in the captioned docket concerning Amendment No. 53 to the ISO Tariff, 105 FERC ¶ 61,284 ("Amendment No. 53 Order"). Two additional copies of this filing are enclosed to be date-stamped and returned to our messenger.

In the Amendment No. 53 Order, the Commission accepted in part, modified in part, and rejected in part Amendment No. 53. Amendment No. 53 Order at P. 1. The Commission directed the ISO to submit, within 30 days, a compliance filing containing amended Tariff sheets as discussed in the body of that order. The revisions ordered by the Commission are detailed below.

Capitalized terms not otherwise defined herein are used in the sense given in the Master Definitions Supplement, Appendix A to the ISO Tariff.

The Honorable Magalie R. Salas January 15, 2003 Page 2

Change to Section 11.16.2 of the ISO Tariff

In the Amendment No. 53 Order, the Commission concluded that proposed Section 11.16.2 to the ISO Tariff was reasonable with one modification. The Commission noted that it was unclear from the language of 11.16.2 when the ISO intends to actually distribute receivable payments. Therefore, the Commission required the ISO to articulate in this section that the distribution of these funds would occur in accordance with Section 11.13 of the ISO Tariff (Payment to ISO Creditors). Consistent with this directive, the ISO has added explicit language to Section 11.16.2 to make clear that funds disbursed pursuant to the mechanism set forth in 11.16.2 would be disbursed in accordance with the timeframes specified in Section 11.13.

Change to Definition of ISO Creditor and ISO Debtor

In the Amendment No. 53 Order, the Commission found that the ISO Tariff's definition of "ISO Creditor" appears to exclude entities that are not Participating Transmission Owners or Scheduling Coordinators. Based on the ISO's explanation that it routinely includes such entities in its billing processes, the Commission stated that the ISO must revise the definition of ISO Creditor to include such entities. The ISO therefore proposes that ISO Creditor be defined as "A Scheduling Coordinator, Participating TO, or other Market Participant to which amounts are payable under the terms of the ISO Tariff." In order to ensure consistency with this new definition, the ISO proposes to similarly modify the definition of ISO Debtor to "A Scheduling Coordinator, or Participating TO, or other Market Participant that is required to make a payment to the ISO under the Tariff."

Change to Section 6.10.5 of the ISO Scheduling and Billing Protocol

The Commission concluded that the ISO's proposed revision to Section 6.10.5 of the ISO Scheduling and Billing Protocol ("SABP") to modify the period for which an ISO Debtor that fails to make a timely payment is assessed interest was unreasonable. Consistent with the Amendment No. 53 Order, the ISO has removed this proposed language from SABP 6.10.5.

The Honorable Magalie R. Salas January 15, 2003 Page 3

Removal of Proposed Sections 11.16.3 and 11.16.4

In the Amendment No. 53 Order, the Commission rejected proposed Sections 11.16.3 and 11.16.4 to the ISO Tariff. The ISO has therefore removed the Tariff language relating to these two sections.

Removal of Proposed Section 11.20.3

In response to protests concerning proposed Section 11.20.3, the ISO requested that the Commission defer ruling on this section until such time as the ISO could consult with Market Participants and file a revised version of this section. In response to this request, the Commission, in the Amendment No. 53 Order, deferred action on proposed Section 11.20.3, and ordered the ISO to remove this section and any related provisions. The ISO has done so, and this change is reflected in the Tariff language submitted with this filing.

Removal of References to "Default" Interest

In the Amendment No. 53 Order, the Commission approved the ISO's proposal to eliminate the definition of ISO Default Interest Rate and use the Commission's methodology for calculating interest. Consistent with this approval, the ISO proposes to delete the term "default" from several sections of the ISO Tariff and Protocols, so that those provisions refer to "Interest" instead of "default Interest." The affected sections are 11.16.2, SABP 6.7.3, SABP 6.8, and SABP 6.9.

Materials Included in the Present Filing

In addition to this transmittal letter, the present filing includes the following attachments:

Attachment A Revised Tariff Sheets

Attachment B Black-lined Tariff Sheets

The Honorable Magalie R. Salas January 15, 2003 Page 4

Attachment C

A form notice of filing, suitable for publication in the Federal Register, along with a computer diskette containing the notice in WordPerfect format.

If there are questions concerning this filing, please contact the undersigned.

Respectfully submitted,

Charles F. Robinson **General Counsel** Gene L. Waas Regulatory Counsel The California Independent System Operator Corporation 151 Blue Ravine Road Folsom, CA 95630

J. Phillip Jordan Michael Kunselman

Swidler Berlin Shereff Friedman, LLP 3000 K Street, N.W., Suite 300

Washington, D.C. 20007

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ATTACHMENT	

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

FERC ELECTRIC TARIFF

FIRST REPLACEMENT VOLUME NO. 1

Substitute First Revised Sheet No. 262

Superseding Original Sheet No. 262

Reserve Account including drawing on any credit support provided by the defaulting Scheduling

Coordinator pursuant to Section 2.2.3.2 of this ISO Tariff or serving demands on any defaulting

Scheduling Coordinators with an Approved Credit Rating.

11.15 Prohibition on transfers.

The ISO shall at no time instruct the ISO Bank to transfer any sum from an ISO Account to

another account (not being an ISO Account) unless that account is a Settlement Account or the

amount is owed to the ISO under this ISO Tariff.

Alternative Payment Procedures. 11.16

11.16.1 Pro Rata Reduction to Payments.

If it is not possible to clear the ISO Clearing Account on a Payment Date because of an

insufficiency of funds available in the ISO Reserve Account or by enforcing any guarantee, letter

of credit or other credit support provided by a defaulting Scheduling Coordinator, the ISO shall

reduce payments to all ISO Creditors proportionately to the net amounts payable to them on the

relevant Payment Date to the extent necessary to clear the ISO Clearing Account. The ISO

shall account for such reduction in the ISO ledger accounts as amounts due and owing by the

non-paying ISO Debtor to each ISO Creditor whose payment was so reduced.

11.16.2 Payment of Defaulted Receivables.

Collections of defaulted receivables (other than Interest) will be distributed pro rata to ISO

Creditors for the month of default.

(1) If the total collected in that closing related to the past due trade month is less than \$5,000,

then the funds shall accumulate in an Interest-bearing account until either: (a) the account

exceeds \$5,000, (b) there have been no distributions from the account for six months, or (c)

all defaults for that month have been collected exclusive of any bankruptcy defaults.

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION FERC ELECTRIC TARIFF

FIRST REPLACEMENT VOLUME NO. I

Substitute Original Sheet No. 262A

Effective: August 9, 2003

(2) If all ISO Creditors for that trade month have been paid, then the proceeds will be paid pro

rata to the ISO Creditors in the oldest unpaid trade month.

(3) This provision is also applicable to the amounts netted against ISO Creditor balances

related to prior defaulted receivables.

(4) All defaulted receivables disbursed under this Section shall be disbursed in accordance with

the timeframes set forth in Section 11.13.

11.17 [DELETED]

11.18 Payment Errors.

11.18.1 Overpayments.

If for any reason, including the negligence of the ISO Bank or the ISO, an ISO Creditor receives

an overpayment on any Payment Date, the ISO Creditor shall within two (2) Business Days from

the date of receipt of the funds into its Scheduling Coordinator

Issued by: Charles F. Robinson, Vice President and General Counsel

Issued on: January 15, 2004

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

FERC ELECTRIC TARIFF

Substitute First Revised Sheet No. 327

FIRST REPLACEMENT VOLUME NO. I

Superseding Original Sheet No. 327

The system of transmission lines and associated facilities of **ISO Controlled Grid**

the Participating TOs that have been placed under the ISO's

Operational Control.

A Scheduling Coordinator, Participating TO, or other Market **ISO Creditor**

Participant to which amounts are payable under the terms of

the ISO Tariff.

A Scheduling Coordinator, Participating TO, or other Market **ISO Debtor**

Participant that is required to make a payment to the ISO under

the ISO Tariff.

The ISO Tariff, the ISO Protocols, ISO bylaws, and any **ISO Documents**

agreement entered into between the ISO and a Scheduling

Coordinator, a Participating TO or any other Market Participant

pursuant to the ISO Tariff.

The Board of Governors established to govern the affairs of the ISO Governing Board

ISO.

The ISO internet home page at http://www.caiso.com/ or such ISO Home Page

other internet address as the ISO shall publish from time to

time.

Issued by: Charles F. Robinson, Vice President and General Counsel

Effective: August 9, 2003 Issued on: January 15, 2004

SABP 6.7.1 Enforcing the Security of a Defaulting Scheduling Coordinator

Subject to SABP 6.8 the ISO shall make reasonable endeavors to enforce the defaulting Scheduling Coordinator's Security (if any) to the extent necessary to pay the Default Amount. If it is not practicable to obtain clear funds in time to effect payment to ISO Creditors on the same day the ISO shall proceed in accordance with SABP 6.7.2 or 6.7.4 as applicable.

SABP 6.7.2 Use of ISO Reserve Account

If there are funds standing to the credit of the ISO Reserve Account (including the proceeds of drawings under banking facilities described in SABP 2.2.5) the ISO shall debit the ISO Reserve Account with the Default Amount in order to clear the ISO Clearing Account and effect payment to the ISO Creditors.

SABP 6.7.3 Action against a Defaulting Scheduling Coordinator

The ISO shall as soon as possible after taking action under SABP 6.7.2 take any steps it deems appropriate against the defaulting Scheduling Coordinator to recover the Default Amount (and any Interest as set out in SABP 6.10.5) including enforcing any Security pursuant to Section 11.14 of the ISO Tariff, exercising its rights of recoupment or set-off pursuant to SABP 6.10.2 and/or bringing proceedings against the defaulting Scheduling Coordinator pursuant to Section 11.20.1 of the ISO Tariff.

SABP 6.7.4 Reduction of Payments to ISO Creditors

If there are insufficient funds standing to the credit of the ISO Reserve Account, the ISO shall reduce payments to ISO Creditors on that Payment Date pursuant to Section 11.16.1 of the ISO Tariff to the extent necessary to clear the ISO Clearing Account by the close of banking business on the Payment Date.

SABP 6.8 Default to be Remedied Promptly

In the event that the ISO reasonably believes that an outstanding amount which has not been paid by 10:00 am on the relevant Payment Date, is likely to be paid no later than close of banking business on the next Business Day then the ISO may, but shall not be obliged to, delay enforcing that ISO Debtor's Security or taking other measures to recover payment until after the close of banking business on the next Banking Day but Interest shall nonetheless accrue pursuant to SABP 6.10.5.

SABP 6.9 Replenishing the ISO Reserve Account Following Payment Default

If the ISO has debited the ISO Reserve Account as provided in SABP 6.7.2 then:

(a) If, after the ISO has debited the ISO Reserve Account on a Payment Date, the ISO Bank receives a remittance from an ISO Debtor which has not been (but should have been, if it

Issued by: Charles F. Robinson, Vice President and General Counsel

Issued on: January 15, 2004 Effective: August 9, 2003

had been received on a timely basis) credited to the ISO Clearing Account by 10:00 am on the Payment Date and which required the debiting of the ISO Reserve Account, such remittance shall be credited to the ISO Reserve Account.

- (b) The proceeds of any enforcement of Security referred to in SABP 6.8.2 and/or amounts recovered under proceedings shall be credited to the ISO Reserve Account.
- (c) If after taking reasonable action the ISO determines that the Default Amount (or any part) and/or Interest referred to in SABP 6.10.5 cannot be recovered, such amounts shall be deemed to be owing by those Market Participants who were ISO Creditors on the relevant Payment Date pro rata to the net payments they received on that Payment Date and shall be accounted for by way of a charge in the next Settlement Statements of those ISO Creditors. Such charge shall be credited to the Reserve Account.

SABP 6.10 Application of Funds Received

Amounts credited to the ISO Clearing Account in payment of a Default Amount (as set out in SABP 6.9(a)) or as a result of enforcing the defaulting ISO Debtor's Security shall be applied to the ISO Reserve Account pursuant to SABP 6.9 to reduce amounts outstanding under any ISO banking facilities used to fund the ISO Reserve Account on the relevant Payment Date and the balance (if any) shall be applied to reimburse pro rata any ISO Creditors whose payments were reduced pursuant to SABP 6.7.4.

SABP 6.10.1 Termination of SC Agreement and Limitation on Trading

The provisions of Section 2.2.4.5 and 2.2.7.3 of the ISO Tariff shall apply.

SABP 6.10.2 Set-Off

The ISO is authorized to recoup, set off and apply any amount to which any defaulting ISO Debtor is or will be entitled, in or towards the satisfaction of any of that ISO Debtor's debts arising under the ISO Settlement and billing process. Each ISO Creditor and each ISO Debtor expressly acknowledges the following application of funds: first to the current month's Grid Management Charge, and then as described in SABP 6.10.4 unless otherwise specified in accordance with Section 11.16.

SABP 6.10.3 Defaulting SCs and Eligible Customers

If the ISO intends to terminate the SC Agreement of a Scheduling Coordinator (the "Defaulting SC") pursuant to Section 2.2.4.5 of the ISO Tariff, the ISO shall give written notice to the UDC or UDCs on whose service territory the customers of that Defaulting SC are located and shall post such notification on the ISO Home Page pursuant to Section 2.2.4.6 of the ISO Tariff.

Issued by: Charles F. Robinson, Vice President and General Counsel

Issued on: January 15, 2004 Effective: August 9, 2003

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

FERC ELECTRIC TARIFF
FIRST REPLACEMENT VOLUME NO. II

Substitute Second Revised Sheet No. 652 Superseding First Revised Sheet No. 652

SABP 6.10.4 Order of Payments

Unless otherwise specified in accordance with Section 11.16, the ISO shall apply payments received in respect of amounts owing to ISO Creditors to repay the relevant debts in the order of the creation of such debts.

SABP 6.10.5 Interest on Defaulted Payments

Unless the ISO is able to enforce the Security (if any) provided by the defaulting ISO Debtor, such ISO Debtor shall pay Interest on the Default Amount for the period from the relevant Payment Date to the date on which the payment is received by the ISO together with any related transaction costs incurred by the ISO pursuant to SABP 6.7.2.

The ISO shall apply all such Interest payments on the Default Amount on a pro rata basis to ISO Creditors in relation to amounts past due in the order of the creation of such debts.

SABP 6.10.6 Interest Accruing while Enforcing the Security

If the ISO has debited the Reserve Account as provided in SABP 6.7.1, 6.7.2 or 6.8 and it subsequently succeeds in enforcing the Security provided by the defaulting Scheduling Coordinator, the ISO shall be entitled to withdraw from such Security in addition to the Default Amount, all costs incurred and interest accrued to the ISO as a result of debiting the Reserve Account from the date of such debit to the date of enforcement of the said Security.

SABP 7 PAYMENT ERRORS

SABP 7.1 Overpayments

SABP 7.1.1 Notification

If an ISO Creditor receives an overpayment on any Payment Date, it shall notify the ISO of such overpayment in accordance with the provisions of Section 11.18.1 of the ISO Tariff.

SABP 7.1.2 Overpayment held on Trust

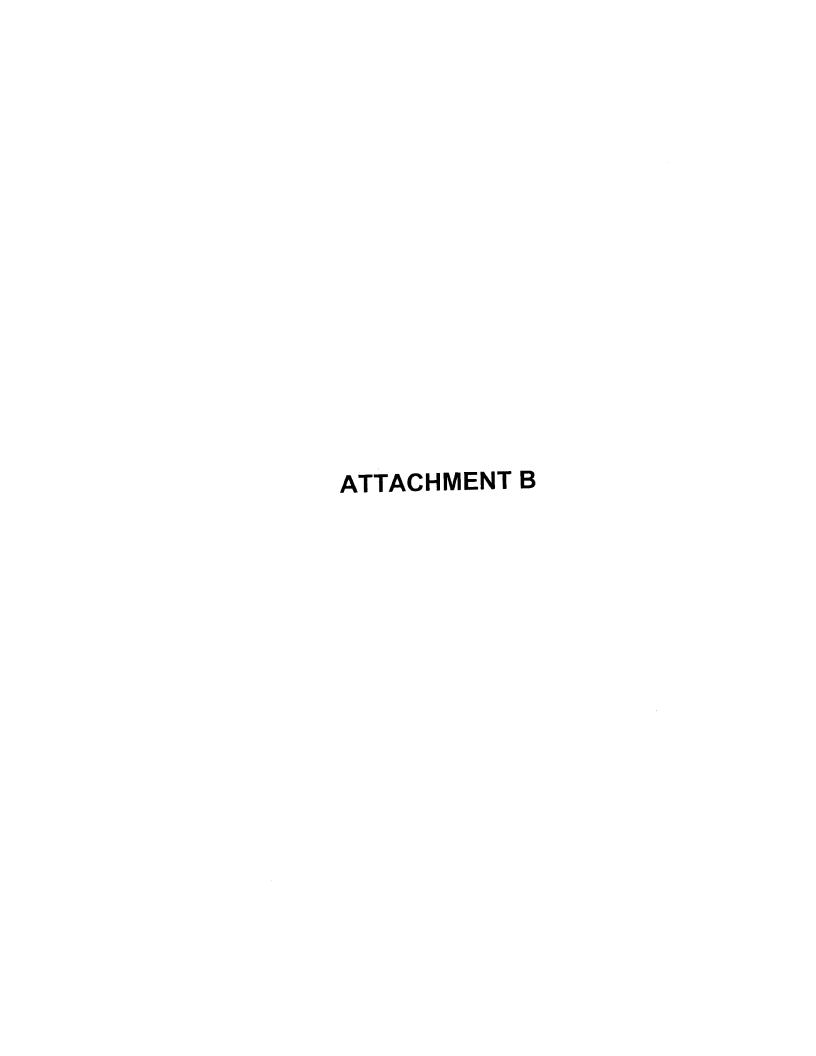
Until an ISO Creditor refunds the overpayment to the ISO, the ISO Creditor shall be deemed to hold the amount of such overpayment on trust for any ISO Creditor which may have been underpaid in consequence of such overpayment, pro rata to the amount of the underpayment.

SABP 7.1.3 Interest on Overpayment

(a) If an overpayment is repaid by an ISO Creditor in accordance with Section 11.18.1 of the ISO Tariff, the ISO shall be entitled to Interest on the amount of the overpayment at the prime rate of the bank where the

Issued by: Charles F. Robinson, Vice President and General Counsel

Issued on: January 15, 2004 Effective: August 9, 2003



ATTACHMENT B

11.16.2 Payment of Defaulted Receivables.

Collections of defaulted receivables (other than Default-Interest) will be distributed pro rata to ISO Creditors for the month of default.

- (1) If the total collected in that closing related to the past due trade month is less than \$5,000, then the funds shall accumulate in an Interest-bearing account until either: (a) the account exceeds \$5,000, (b) there have been no distributions from the account for six months, or (c) all defaults for that month have been collected exclusive of any bankruptcy defaults.
- (2) If all ISO Creditors for that trade month have been paid, then the proceeds will be paid pro rata to the ISO Creditors in the oldest unpaid trade month, unless the provisions of Section 11.16.3 are in effect.
- (3) This provision is also applicable to the amounts netted against ISO Creditor balances related to prior defaulted receivables.
- (4) All defaulted receivables disbursed under this Section shall be disbursed in accordance with the timeframes set forth in Section 11.13.

11.16.3 Payment of Defaulted Receivables for Months in Which all Creditors Have Been Paid.

Collections of defaulted receivables (other than Interest) for which (a) there is at least one ISO Debtor in bankruptcy proceedings in which no full and final distribution has been made, and (b) the default receivable is from a trade month for which all ISO Creditors for that trade month have been paid, shall be distributed as follows:

- (1) All ISO Creditor balances shall be combined for purposes of calculation of the pro-rate distribution of default collections.
- (2) If the total collected in that closing related to the past due trade month is less than \$5,000, then the funds shall accumulate in an Interest bearing account until either: (a) the account exceeds \$5,000, (b) there have been no distributions from the account for six months, or (c) all defaults for that month have been collected exclusive of any bankruptcy defaults.
- (3) This provision is also applicable to the amounts netted against ISO Creditor balances.

11.16.4 Excess Funds and Reserves for Future Months.

Excess Funds are funds that have been withheld and not distributed for billing amounts and that have "rolled over" to an upcoming trade month.

- (1) Any Excess Funds not otherwise distributable to ISO Creditors for any prior trade month shall be deposited in the Market Reserve Account. If there are Excess Funds and unpaid ISO Creditors, then the funds will be distributed to the oldest unpaid ISO Creditors unless the conditions described in Section 11.16.3 exist, in which case the proceeds will be paid pro rata to all unpaid creditors in accordance with Section 11.16.3.
- (2) Any amounts in the Market Reserve Account in excess of future liabilities shall be distributed to the market no less frequently than annually using the same methodology as rounding.

ISO TARIFF APPENDIX A

Master Definitions Supplement

ISO Creditor

- (i) A Scheduling Coordinator to which amounts are payable pursuant to the terms of the ISO Tariff with respect to the amounts standing to the credit of its account; or amounts owing to it by another Scheduling Coordinator; or
- (ii) A Participating TO to which amounts are payable pursuant to the terms of the ISO Tariff with respect to Access Charges or Wheeling Access Charges.

A Scheduling Coordinator, Participating TO, or other Market Participant to which amounts are payable under the terms of the ISO Tariff.

ISO Debtor

A Scheduling Coordinator, or a Participating TO, or other Market Participant that is required to make a payment to the ISO under the ISO Tariff.

* * *

SETTLEMENT AND BILLING PROTOCOL

SABP 6.7.3 Action against a Defaulting Scheduling Coordinator

The ISO shall as soon as possible after taking action under SABP 6.7.2 take any steps it deems appropriate against the defaulting Scheduling Coordinator to recover the Default Amount (and any default-Interest as set out in SABP 6.10.5) including enforcing any Security pursuant to Section 11.14 of the ISO Tariff, exercising its rights of recoupment or set-off pursuant to SABP 6.10.2 and/or bringing proceedings against the defaulting Scheduling Coordinator pursuant to Section 11.20.1 of the ISO Tariff.

SABP 6.8 Default to be Remedied Promptly

In the event that the ISO reasonably believes that an outstanding amount which has not been paid by 10:00 am on the relevant Payment Date, is likely to be paid no later than close of banking business on the next Business Day then the ISO may, but shall not be obliged to, delay enforcing that ISO Debtor's Security or taking other measures to recover payment until after the close of banking business on the next Banking Day but default-Interest shall nonetheless accrue pursuant to SABP 6.10.5.

SABP 6.9 Replenishing the ISO Reserve Account Following Payment Default

If the ISO has debited the ISO Reserve Account as provided in SABP 6.7.2 then:

- (a) If, after the ISO has debited the ISO Reserve Account on a Payment Date, the ISO Bank receives a remittance from an ISO Debtor which has not been (but should have been, if it had been received on a timely basis) credited to the ISO Clearing Account by 10:00 am on the Payment Date and which required the debiting of the ISO Reserve Account, such remittance shall be credited to the ISO Reserve Account.
- (b) The proceeds of any enforcement of Security referred to in SABP 6.8.2 and/or amounts recovered under proceedings shall be credited to the ISO Reserve Account.
- (c) If after taking reasonable action the ISO determines that the Default Amount (or any part) and/or default-Interest referred to in SABP 6.10.5 cannot be recovered, such amounts shall be deemed to be owing by those Market Participants who were ISO Creditors on the relevant Payment Date pro rata to the net payments they received on that Payment Date and shall be accounted for by way of a charge in the next

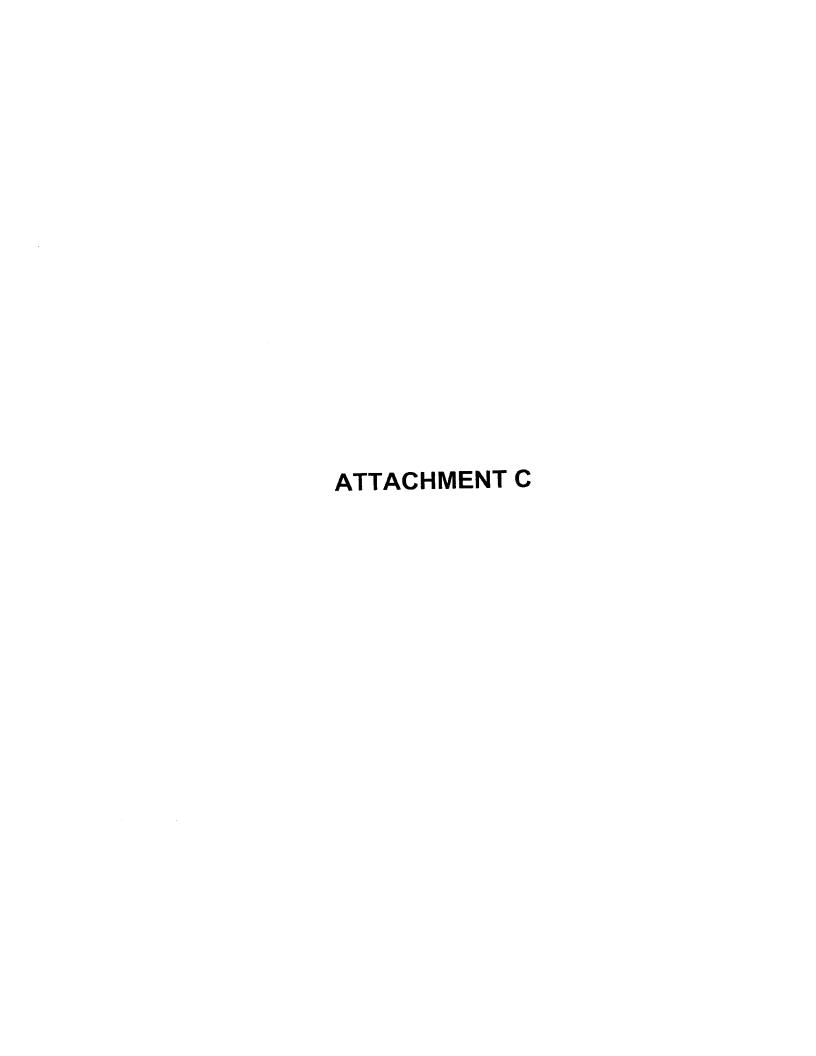
Settlement Statements of those ISO Creditors. Such charge shall be credited to the Reserve Account.

SABP 6.10.5 Interest on Defaulted Payments

Unless the ISO is able to enforce the Security (if any) provided by the defaulting ISO Debtor, such ISO Debtor shall pay Interest on the Default Amount for the period from the relevant Payment Date to the date on which the payment is received by the ISO if that date is a Payment Date or to the next Payment Date if the payment is not received on a Payment Date together with any related transaction costs incurred by the ISO pursuant to SABP 6.7.2.

The ISO shall apply all such Interest payments on the Default Amount on a pro rata basis to ISO Creditors in relation to amounts past due in the order of the creation of such debts. Any payments of default Interest received after the appropriate payment date as set forth in the ISO Payments Calendar will be deemed to be received on the next payment date as set forth in the ISO Payments Calendar.

* * *



UNITED STATES OF AMERICA FEDERAL ENERGY REGULATORY COMMISSION

California Independent	System
Operator Corporation	

Docket N	lo. ER02-0	651- <u> </u>

NOTICE OF FILING

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Take notice that on May 3, 2004, the California Independent System Operator Corporation (ISO) submitted a filing to comply with the order issued in the above-captioned proceedings on April 1, 2004, 107 FERC ¶ 61,001. The ISO states that the compliance filing has been served on all parties to these proceedings.

Any person desiring to intervene or to protest this filing should file with the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426, in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a motion to intervene. All such motions or protests should be filed on or before the comment date, and, to the extent applicable, must be served on the applicant and on any other person designated on the official service list. This filing is available for review at the Commission or may be viewed on the Commission's web site at http://www.ferc.gov, using the eLibrary (FERRIS) link. Enter the docket number excluding the last three digits in the docket number field to access the document. For assistance, please contact FERC Online Support at FERCOnlineSupport@ferc.gov or toll-free at (866)208-3676, or for TTY, contact (202)502-8659. Protests and interventions may be filed electronically via the Internet in lieu of paper; see 18 CFR 385.2001(a)(1)(iii) and the instructions on the Commission's web site under the "e-Filing" link. The Commission strongly encourages electronic filings.

Comment Date: