

# **TRANSMISSION CONTROL AGREEMENT**

## **APPENDIX A**

### **Facilities and Entitlements**

**(The Diagrams of Transmission Lines and Associated  
Facilities Placed Under the Control of the ISO  
were submitted by the ISO on behalf of the Transmission Owners  
on March 31, 1997– any modifications are  
attached as follows)**

## **Modification of Appendix A1**

### **Diagrams of Transmission Lines and Associated Facilities Placed Under the Control of the ISO**

**(submitted by the ISO on behalf of Pacific Gas and Electric Company  
Transmission Owner)**

The diagrams of transmission lines and associated facilities placed under the control of the ISO submitted by the ISO on behalf of PG&E on March 31, 1997 are amended as follows.

#### Item 1: Port of Oakland 115 kV Facilities

Operation Control of the transmission facilities, shown on operating diagram, East Bay Region (East Bay Division), Sheet No. 1, serving the Port of Oakland and Davis 115 kV (USN) is not to be transferred to the ISO. These are special facilities funded by and connected solely to a customer's substation and their operation is not necessary for control by the ISO pursuant to the specifications of Section 4.1.1 of the TCA.

As of the date of execution of the TCA, the California ISO and PG&E are discussing further modifications to the diagrams of transmission lines and facilities placed under the control of the ISO. A new version of the diagrams is to be filed with FERC prior to April 1, 1998. This subsequent version of the diagrams will reflect all modifications (including those described herein).

## APPENDIX A2

### List of Entitlements Being Placed under ISO Operational Control

(Includes only those where PG&E is a service rights-holder)

Ref. #	Entities	Contract / Rate Schedule #	Nature of Contract	Termination	Comments
1.	Pacific Power & Light, SCE, SDG&E	Transmission Use Agreement - PP&L Rate Schedule with FERC	Transmission	Upon 40 years beginning approx. 1968	
2.	SCE, SDG&E	California Power Pool - PG&E Rate Schedule FERC No. 27	Power pool	Terminated	5/6/97
3.	SCE, SDG&E	Calif. Companies Pacific Intertie Agreement - PG&E Rate Schedule FERC No. 38	Transmission	4/1/2007	Both entitlement and encumbrance.
4.	SCE, Montana Power, Nevada Power, Sierra Pacific	WSPCC Unscheduled Flow Mitigation Plan - PG&E Rate Schedule FERC No. 183	Operation of control facilities to mitigate loop flows	Evergreen, or on notice	No transmission services provided, but classify as an entitlement since loop flow is reduced or an encumbrance if PG&E is asked to cut.
5.	TANC	Coordinated Operations Agreement - PG&E Rate Schedule FERC No. 146	Interconnection, scheduling, transmission	1/1/2043	Both entitlement and encumbrance.
6.	WAPA	EHV Transmission Agreement - Contract No. 2947A - PG&E Rate Schedule FERC No. 35	Transmission	1/1/2005, <u>but service to continue for a period and at charges to be agreed subject to FERC acceptance.</u>	Both entitlement and encumbrance.
7.	Various - See Attachment A	Western Systems Power Pool Agreement - WSPPP Rate Schedule FERC No. 1	Power sales, transmission	Upon WSPPP expiration	Both entitlement and encumbrance.
8.	Vernon (City of)	Transmission Service Exchange Agreement - PG&E Rate Schedule FERC No. 148	Transmission	7/31/2007, or by extension to 12/15/2042	Both entitlement and encumbrance. PG&E swap of DC Line rights for service on COTP

## Supplement To PG&E's Appendix A

### Notices Pursuant to Section 4.1.5

Pursuant to the Transmission Control Agreement Section 4.1.5 (iii), the transmission system<sup>1</sup> Pacific Gas and Electric Company (PG&E) is placing under the California Independent System Operator's Operational Control will meet the Applicable Reliability Criteria in 1998,<sup>2</sup> except (1) for the transmission facilities comprising Path 15, which do not meet the Western Systems Coordinating Council's (WSCC) Reliability Criteria for Transmission Planning with a simultaneous outage of the Los Banos-Gates and Los Banos-Midway 500 kV lines (for south-to-north power flow exceeding 2500 MW on Path 15),<sup>3</sup> and (2) PG&E has not yet re-assessed its reliability performance for any reliability criteria issued or revised after it performed its assessment, e.g., the new North American Electric Reliability Council (NERC) Planning Standards and Guides, released in September, 1997.<sup>4</sup>

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<sup>1</sup> Including upgrades and operational plans for the transmission lines and associated facilities.

<sup>2</sup> Based upon PG&E's substation and system load forecasts for study year 1998, historically typical generation dispatch and the Applicable Reliability Criteria, including the current applicable WSCC Reliability Criteria for Transmission Planning issued in March 1997, the PG&E Local Reliability as stated in the 1997 PG&E Transmission Planning Handbook Criteria (submitted to the California ISO Transmission Planning, in writing, on October 20, 1997), and the NERC Reliability Performance Criteria in effect at the time PG&E was assessing its system (as of June 1, 1997). PG&E may not meet the WSCC's Disturbance Performance level 'D' (e.g. outage of three or more circuits on a right-of-way, an entire substation or an entire generating plant including switchyard), where the risk of such an outage occurring is considered very small and the costs of upgrades very high.

<sup>3</sup> The ISO will operate Path 15 so as to maintain system reliability. In accepting this notice from PG&E, the ISO agrees to work with PG&E and the WSCC to achieve a resolution respecting the WSCC long-term path rating limit for Path 15, consistent with WSCC requirements. Pending any revision to the WSCC long-term path rating limit for Path 15, the ISO will continue to operate Path 15 at the existing WSCC long-term path rating limit unless, in the judgment of the ISO:

(a) the operating limit must be reduced on a short-term (e.g., seasonal) basis to maintain system reliability, taking into account factors such as the WSCC guidelines, determination of credible outages and the Operating Capability Study Group (OCSG) study process; or

(b) the operating limit must be reduced on a real-time basis to maintain system reliability.

In determining whether the operating limit of Path 15 must be changed to maintain system reliability, the ISO shall, to the extent possible, work with the WSCC and the PTOs to reach consensus as to any new interim operating limit.

<sup>4</sup> PG&E will submit its reassessment, subject to the condition below, to the ISO as soon as possible but not later than August 1, 1998. If, after the exercise of reasonable diligence by PG&E in completing the reassessment, such submittal cannot be provided to the ISO by August 1, 1998, PG&E shall notify the ISO of the delay and shall specify an alternative date for submission.

Pursuant to Section 4.1.5(i), PG&E does not believe that transfer of Operational Control is inconsistent with any of its franchise or right of way agreements to the extent that ISO Operational Control is implemented as part of PG&E utility service pursuant to AB 1890. However, PG&E can't warrant that these right of way or franchise agreements will provide necessary authority for ISO entry or physical use of such rights apart from PG&E's rights pursuant to its physical ownership and operation of transmission facilities.

## APPENDIX A.2: EDISON'S CONTRACT ENTITLEMENTS

	<b>CONTRACT NAME</b>	<b>OTHER PARTIES</b>	<b>FERC NO.</b>	<b>CONTRACT TERMINATION</b>	<b>FACILITY/PATH, AM</b>
1.	California Companies Pacific Intertie Agreement (CCPIA)	PG&E, SDG&E	40	July 31, 2007	<ul style="list-style-type: none"> <li>43% of the California Companies</li> </ul>
2.	City-Edison Pacific Intertie D-C Transmission Facilities Agreement	LADWP	303	2040 or sooner by mutual agreement of the parties.	<ul style="list-style-type: none"> <li>Edison owns 50% of the D-C tra ownership is part of the Californi Pacific Intertie).</li> </ul>
3.	PP&L Agreement	PP&L, PG&E, SDG&E		2008	<ul style="list-style-type: none"> <li>California Companies are entitlec PP&amp;L 500kV transmission line fr term of the agreement. Per CCPI capacity available on the Pacific l</li> </ul>
4.	<del>USBR WAPA</del> Contract with California Companies for Extra High Voltage Transmission and Exchange Service	<del>USBR WAPA,</del> PG&E, SDG&E	37	January 1, 2005 <del>May be extended at negotiated rates.</del> , <u>but service to continue for a period and at charges to be agreed subject to FERC acceptance</u>	<ul style="list-style-type: none"> <li><del>USBR WAPA</del> owns a 500 kV tra Round Mountain. <del>USBR WAPA</del> Mountain transmission service. <del>7</del> Mountain not used by <del>USBR WA</del></li> </ul>
5.	Los Angeles-Edison Exchange Agreement	LADWP	219	May 31, 2025	<ul style="list-style-type: none"> <li>500 MW of bi-directional firm en line.</li> </ul>
6.	Coordinated Operations Agreement	PG&E, SDG&E, and COTP Participants	270.7	January 1, 2043	<ul style="list-style-type: none"> <li>The allocation of Available Sche parties and PACI parties is calcul to the COTP's and PACI's Rated specified in the Agreement.</li> </ul>

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7.	Pasadena-Edison 230-KV Interconnection and Transmission Agreement	Pasadena	55	2011	<ul style="list-style-type: none"> <li>• Goodrich-Gould and Goodrich-L. line interconnect Edison’s system Pasadena’s Goodrich Substation. from arrangement shown in contr</li> <li>• Edison maintains and operates G</li> </ul>
8.	Edison-MSR Victorville-Lugo/Midway Firm Transmission Service Agreement.	MSR	339	December 31, 1999.	<ul style="list-style-type: none"> <li>• 60 MW of transmission service b and Adelanto-Victorville-Lugo.</li> </ul>
9.	Victorville-Lugo Interconnection Agreement	LADWP	51	2019 or sooner by mutual agreement	<ul style="list-style-type: none"> <li>• 1950 MW towards Edison, 900 M capability of the interconnection i technical studies.</li> </ul>

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10.	City-Edison Sylmar Interconnection Agreement	LADWP	307	On 5 years notice by either party any time after the termination of the City-Edison Pacific Intertie DC Transmission Facilities Agreement.	<ul style="list-style-type: none"> <li>Sylmar-Pardee #1&amp;2, Sylmar-Go transmission line interconnection breakers 's and busses. Lines hav arrangement described in contrac</li> <li>Edison owns one of the two regul</li> </ul>
11.	City-Edison Owens Valley Interconnection and interchange Agreement	LADWP	50	On 12 months notice by either party.	<ul style="list-style-type: none"> <li>At the request of either party and and Edison's respective systems i Haiwee 34.5 kV Substation, may normally operates open at Haiwee</li> </ul>
12.	City-Edison 400,000 kVA Interconnection Agreement (Velasco)	LADWP	215	On 3 year written notice by either party.	<ul style="list-style-type: none"> <li>Edison's portion of the normally transmission line from Laguna B changes.</li> </ul>
13.	Edison-Los Angeles Inyo Interconnection Agreement	LADWP	306	On 5 year advance written notice by either party or by mutual agreement.	<ul style="list-style-type: none"> <li>Inyo 230/115 kV Substation, Inyo kV transmission line and 230 kV Rinaldi 230 kV transmission line</li> </ul>
14.	Edison-Los Angeles Sepulveda Canyon Power Plant Transmission Service Agreement	LADWP	280	Termination of Sepulveda Canyon Power Plant Interconnection Agreement or sooner by either party giving a one year notice.	<ul style="list-style-type: none"> <li>9 MW of transmission service fro Sepulveda Canyon Power Plant to</li> </ul>

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15.	Edison-Los Angeles Owens Valley Transmission Service Agreement	LADWP	281	Upon the termination of Inyo Interconnection Agreement, or five years after notice by LA, or 60 days after notice by Edison.	<ul style="list-style-type: none"> <li>Up to 50 MW of bi-directional tr: Tie and Sylmar.</li> </ul>
16.	Amended and Restated IID-Edison Mirage 230 kV Interconnection Agreement	IID	314	On one year notice but not prior to the termination date of the IID-Edison Transmission Service Agreement.	<ul style="list-style-type: none"> <li>Edison’s interconnection with IID interconnection on the Devers - C</li> </ul>
17.	IID Edison Transmission Service Agreement for Alternative Resources	IID	268	Earlier of Dec 31, 2015, or the termination date of the last Plant Connection Agreement.	<ul style="list-style-type: none"> <li>Transmission Service on IID’s 23 of QFs resources to Edison’s syst</li> </ul>

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18.	Four Corners Principles of Interconnected Operation	APS, SRP, EPE, PSNM, TGE	47.0	None	<ul style="list-style-type: none"> <li>• Generation principles for emerge</li> <li>• Edison’s facility at Four Corners -Moenkopi from Eldorado to CA, Moenkopi -Four Corners 500 kV</li> <li>• Edison can separate its wholly-ov operation with others under abno prior notice.</li> <li>• Edison can separate its wholly-ov operation with others for mainten (see Co-tenancy Agreement for fi</li> <li>• Edison has the right to schedule e</li> </ul>
19.	Four Corners Project Co-Tenancy Agreement and Operating Agreement	APS, SRP, EPE, PSNM, TGE	47.2	2016	<ul style="list-style-type: none"> <li>• Edison has co-tenancy ownership kV switchyard, 12% in the 345 kV 345/500 kV bus-tie transformer b</li> <li>• Edison has rights to sufficient cap transformer bank to permit its ent power and energy to be delivered Moenkopi-Four Corners transmis Corners 500 kV Switchyard.</li> <li>• Edison may use any unused capaci purpose, provided that any over s proration of the remaining capaci of the requesting co-owners.</li> </ul>

**APPENDIX A.2: EDISON’S CONTRACT ENTITLEMENTS**

	<b>CONTRACT NAME</b>	<b>OTHER PARTIES</b>	<b>FERC NO.</b>	<b>CONTRACT TERMINATION</b>	<b>FACILITY/PATH, AM</b>
20.	Navajo Interconnection Principles	USA, APS, SRP, NPC, LADWP, TGE	76	None	<ul style="list-style-type: none"> <li>• Generation principles for emerge</li> </ul>
21	Edison - Navajo Transmission Agreement	USA, APS, SRP, NPC, LADWP, TGE	264	5/21/23	<ul style="list-style-type: none"> <li>• In the event of a contingency in the Moenkopi-Eldorado transmission participants provide each other energy without a charge. The amount of each parties’ entitlement to the system described above.</li> </ul>
22.	ANPP High Voltage Switchyard Agreement	APS, SRP, PSNM, EPE, SCPPA, LADWP	320	2031	<ul style="list-style-type: none"> <li>• Edison has 21.77% undivided ownership common in the ANPP High Voltage Switchyard</li> <li>• Edison has rights to transmit through Switchyard up to its 15.8% share substitute equal amount, plus any of its transmission rights in the Palo Verde Transmission Line</li> <li>• Edison has additional rights to use High Voltage Switchyard, provided it be subject to proration of the remaining switchyard ownership.</li> </ul>

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23.	Mohave Project Co-Tenancy Agreement and Operating Agreement	SRP, NPC, LADWP	319	July 1, 2006	<ul style="list-style-type: none"> <li>Edison has co-tenancy ownership</li> <li>Edison has a capacity entitlement equivalent to its entitlement to M</li> <li>Edison may use any unused capa any purpose provided that any ov proration of the remaining capaci of the requesting co-owners.</li> </ul>
24.	Mutual Assistance Transmission Agreement	IID, APS, SDG&E	174	On 2034 or sooner by mutual agreement of the parties.	<ul style="list-style-type: none"> <li>In the event of a contingency in t North Gila-Imperial Valley trans the available capacity based on pr set out in a separate operating bul</li> </ul>
25.	Midway Interconnection	PG&E	309	July, 1, 2007	<ul style="list-style-type: none"> <li>Edison’s share of 500 kV Midwa                             <ul style="list-style-type: none"> <li>Midway-Vincent #1</li> <li>Midway-Vincent #2</li> <li>Midway-Vincent #3 from Vi Tower 1</li> </ul> </li> </ul>
26.	Eldorado System Co-Tenancy	NPC, SRP, LADWP	267	July 1, 2006	<ul style="list-style-type: none"> <li>Edison’s share of Eldorado Syste Mohave 500 kV line minus 700 M 230 kV lines minus 282 MW.</li> </ul>

## APPENDIX A.2: EDISON'S CONTRACT ENTITLEMENTS

	<b>CONTRACT NAME</b>	<b>OTHER PARTIES</b>	<b>FERC NO.</b>	<b>CONTRACT TERMINATION</b>	<b>FACILITY/PATH, AM</b>
27.	Sierra Pacific -Edison Silver Peak 55 kV Interconnection Agreement	Sierra Pacific	310	2016 or sooner on 90 days advance notice but not prior to the termination of Edison's Power Purchase Agree. from Chevron.	<ul style="list-style-type: none"> <li>• Control-Silver Peak A&amp;C 55 kV</li> <li>• Edison's share of the Control-Sil Substation to the CA/NV border.</li> </ul>
28.	WAPA-Edison 161 kV Blythe Substation Interconnection Agreement	WAPA	221	September 30, 2007 or sooner by 3 year advanced notice by either party.	<ul style="list-style-type: none"> <li>• WAPA's Blythe 161 kV Substati</li> <li>• Blythe 161 kV transmission line.</li> <li>• Edison may transmit up to 72 MV Substation, via the Eagle Mounta</li> </ul>
29.	SONGS Ownership and Operating Agreements	SDG&E, Anaheim, Riverside	321	None.	<ul style="list-style-type: none"> <li>• Edison's share of SONGS switch transmission lines: <ul style="list-style-type: none"> <li>– SONGS - Santiago 1 and 2,</li> <li>– SONGS - Serrano, and</li> <li>– SONGS - Chino 230 kV</li> </ul> </li> </ul>
30.	<del>MWD</del> District-Edison 1987 Service and Interchange Agreement	MWD	203	September 30, 2017 or on five years notice by either party.	<ul style="list-style-type: none"> <li>• Transmission is owned by Dist</li> <li>• If not in use by District, or the contracts, District's Transmissi</li> <li>• any electric energy to which E</li> <li>• Up to 320 MW is required to s</li> <li>• Aqueduct pump load.</li> <li>• District's Transmission Line is directed by Edison.</li> </ul>
31.	Edison-Arizona Transmission Agreement	APS	282	On 2016 or later upon negotiation.	<ul style="list-style-type: none"> <li>• Edison has ownership-like rights from the Four Corners Project to Edison also owns the 500 kV line Edison's Eldorado substation.</li> </ul>

**APPENDIX A.2: EDISON’S CONTRACT ENTITLEMENTS**

	<b>CONTRACT NAME</b>	<b>OTHER PARTIES</b>	<b>FERC NO.</b>	<b>CONTRACT TERMINATION</b>	<b>FACILITY/PATH, AM</b>
32.	Mead Interconnection Agreement	WAPA	308	May 31, 2017	<ul style="list-style-type: none"> <li>• Edison has rights to transmit its I</li> <li>• Edison’s facilities include Eldora transmission lines.</li> <li>• Edison may request additional fir through Mead Substation subject WAPA.</li> </ul>
33.	Power Purchase Contract Between SCE and Midway-Sunset Cogeneration Company.	Midway-Sunset Cogeneration Company.		5/8/09	<ul style="list-style-type: none"> <li>• 200 MW of capacity through Mic</li> </ul>

## Supplement to Edison Appendix A

### Notices Pursuant to Section 4.1.5

Pursuant to the Transmission Control Agreement Section 4.1.5 (iii), Southern California Edison Company (Edison) is providing notice its transmission system<sup>1</sup> being placed under the California Independent System Operator's (ISO) Operational Control will meet the Applicable Reliability Criteria in 1998,<sup>2</sup> except as noted in its bulk power program and described herein. Edison's transmission system has been developed in accordance with NERC and WSCC's reliability criteria. WSCC's most recent Log of System Performance Recommendations, dated April 15, 1997, does not show any instances where Edison's transmission system does not meet NERC and WSCC reliability criteria, absent approved exemptions.

Pursuant to Section 4.1.5 (i), Edison does not believe that transfer of Operational Control is inconsistent with any of its franchise or right of way agreements to the extent that ISO Operational Control is implemented as part of Edison's utility service pursuant to AB 1890. However, Edison can't warrant that these right of way or franchise agreements will provide necessary authority for ISO entry or physical use of such rights apart from Edison's rights pursuant to its physical ownership and operation of transmission facilities.

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<sup>1</sup> Including upgrades and operational plans for the transmission lines and associated facilities.

<sup>2</sup> Edison's most recent assessment is based on Edison's substation and system load forecasts for study year 1998 and criteria in effect as of September 1, 1997. Edison meets WSCC's reliability criteria except for WSCC's Disturbance Performance level 'D' (e.g. outage of three or more circuits on a right-of-way, an entire substation or an entire generating plant including switchyard), where the risk of such an outage occurring is considered very small and the costs of upgrades very high. Assessments of Edison's transmission system using NERC Planning Standards and Guides, released September 16, 1997 will be performed in accordance with the ISO's coordinated transmission planning process as provided for in the ISO Tariff, Section 3.2.2. and under schedules adopted in that process.

## **Modification of Appendix A1**

### **Diagrams of Transmission Lines and Associated Facilities Placed Under the Control of the ISO**

**(submitted by the ISO on behalf of San Diego Gas and Electric Company  
Transmission Owner)**

The diagrams of transmission lines and associated facilities placed under the control of the ISO submitted hereby the ISO on behalf of SDG&E are amended as follows.

Item 1: Imperial Valley Switchyard 230kV Breakers Nos. 4132 and 5132 shown in the diagram as non-SDGE facilities should be shown as SDG&E owned. Furthermore, these breakers are being placed under the operational control of the ISO.

## APPENDIX A.2: SDG&amp;E'S CONTRACT ENTITLEMENTS

CONTRACT NUMBER	CONTRACT NAME	OTHER PARTIES	FERC NO.	CONTRACT TERMINATION	FACILITY/PATH
66-020	California Companies Pacific Intertie Agreement	Edison, PG&E	20	Subject to FERC's approval and any litigation concerning term, no earlier than July 31, 2007.	7% of the California Com Intertie, including deliver; Sylmar to SONGS (100 M (105 MW); from Midway to SONGS to Midway (109M
67-012	Pacific Power & Light Agreement	PP&L, PG&E, Edison		Subject to FERC's acceptance and any litigation concerning term, no earlier than 2008.	California Companies enti PP&L 500 kV transmissio for the term of the agreem capacity available on the F
67-100	USBR WAPA contract with California Companies for Extra High Voltage Transmission and Exchange Service	USBR WAPA, PG&E Edison	37-17	Subject to FERC's acceptance and any litigation concerning term, no earlier than January 1, 2005. May be extended at negotiated rates.	USBR WAPA owns a 500 l Round Mountain. USBR Y Round Mountain transmis Malin-Round Mountain n to California Companies P
92-000	Coordinated Operations Agreement	PG&E, Edison, and COTP participants	270.7	January 1, 2043.	The allocation of Availabl COTP parties and the Cor calculated on a pro rata b; PACI's Rated System Tra Agreement.
81-034	Mutual Assistance Transmission Agreement	IID, APS, Edison	62	4/12/2034 or sooner by mutual agreement of the parties.	Should a contingency occu Verde-North Gila-Imperia participants to share the a predetermined operating j operating bulletin.
79-016	SONGS Participation Agreement	Edison, Anaheim, Riverside	321	None.	SDG&E's share of SONGS 230 kV transmission lines - San Luis Rey Tap - Mission - Talega (2 lines) - Encina

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79-017	IID-SDG&E Interconnection and Exchange Agreement	IID	065	June 24, 2051 (schedule pertaining to emergency capacity/energy services is expected to be terminated upon execution by IID of the ISO's Control Area Agreement).	Should a contingency occur generating or transmission electric system, IID and SI emergency capacity and ei
78-007	CFE-SDG&E Interconnection and Exchange Agreement	CFE		12 month notice (schedule pertaining to emergency capacity/energy services is expected to be terminated upon execution by CFE of the ISO's Control Area Agreement).	Should a contingency occur generating or transmission electric system, CFE and S emergency capacity and ei
81-005	Palo Verde-North Gila Line ANPP High Voltage Switchyard Interconnection Agreement	APS, IID, PNM, SRP, El Paso, SCE, SCPPA	063	July 31, 2031.	The parties are obligated to assistance during emergency in the event that the capacity is insufficient to accommodate ANPP Switchyard Participation allocations.
81-050	IID-SDG&E California Transmission System Participation Agreement	IID		June 24, 2051.	SDG&E and IID schedule California Transmission System at the Yuma (North Gila ) the 500 kV breaker yard of following percentages of 85.64%; and IID -- 14.36%
78-003	APS-SDG&E Arizona Transmission System Participation Agreement	APS		July 31, 2031.	SDG&E, APS, and IID schedule Arizona Transmission System the Palo Verde Switchyard Gila) 500 kV Switchyard i operating capacity: APS -

## Supplement To SDG&E's Appendix A

### Notices Pursuant to Section 4.1.5

Pursuant to the Transmission Control Agreement Section 4.1.5 (iii), the transmission system<sup>1</sup> of San Diego Gas & Electric Company (SDG&E) is placing under the California Independent System Operator's Operational Control meets the Applicable Reliability Criteria,<sup>2</sup> with the following exceptions: (1) SDG&E has not yet re-assessed its system performance for any reliability criteria added or modified by the new North American Electric Reliability Council (NERC) Planning Standards and Guides, released in September, 1997;<sup>3</sup> (2) SDG&E has also not yet re-assessed its system performance for the revised simultaneous generator outage criteria which was approved by the WSCC Board of Trustees on October 27, 1997.<sup>4</sup>

Pursuant to Section 4.1.5(i), SDG&E does not believe that transfer of Operational Control is inconsistent with any of its franchise or right of way agreements to the extent that ISO Operational Control is implemented as part of SDG&E utility service pursuant to AB 1890. However, SDG&E cannot warrant that these right-of-way or franchise agreements will provide necessary authority for ISO entry or physical use of such rights apart from SDG&E's rights, pursuant to its physical ownership and operation of transmission facilities.

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<sup>1</sup> Including upgrades and operational plans for the transmission lines and associated facilities.

<sup>2</sup> Based upon studies with SDG&E's forecast peak 1998 system loads and the Applicable Reliability Criteria, including the WSCC Reliability Criteria for Transmission Planning and WSCC Minimum Operating Reliability Criteria dated March 1997, and the SDG&E Local Reliability Criteria as submitted to the California ISO by letter dated December 15, 1997.

<sup>3</sup> Assessments of SDG&E's transmission system using NERC Planning Standards and Guides, released September 16, 1997 will be performed in accordance with the ISO's coordinated transmission planning process as provided for in the ISO Tariff, Section 3.2.2 and under schedules adopted in that process.

<sup>4</sup> The revised criteria will be cooperatively assessed by SDG&E and the ISO as soon as possible but not later than May 1, 1998. SDG&E also may not meet the WSCC's Disturbance Performance level 'D' (e.g. outage of three or more circuits on a right-of-way, an entire substation or an entire generating plant including switchyard), where the risk of such an outage occurring is considered very small and the costs of upgrades very high.