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2005 OCT 11 P 3:40
FEDERAL ENERGY
REGULATORY COMMISSION

October 11, 2005

The Honorable Magalie Roman Salas
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

**Re: California Independent System Operator Corporation
Docket No. ER05-24-000**

Dear Secretary Salas:

Pursuant to Section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, the California Independent System Operator Corporation ("ISO")¹ submits for Commission filing and acceptance an amendment to the Responsible Participating Transmission Owner Agreement ("RPTOA") between the ISO and Pacific Gas and Electric Company ("PG&E"). The ISO requests that this filing be made effective on December 1, 2005.

The currently effective RPTOA was submitted by the ISO as a compliance filing on July 2, 2003 in Docket No. ER02-2489-002. It was accepted by letter order dated May 3, 2004 and was designated as Rate Schedule FERC No. 37. On November 1, 2004, the ISO submitted revisions to Appendix A to the RPTOA in Docket No. ER05-152-000, which the Commission accepted by letter order dated December 20, 2004.

¹ Capitalized terms not otherwise defined herein have the meanings set forth in the Master Definitions Supplement, Appendix A to the ISO Tariff, and in the RPTOA, as amended.

The Honorable Magalie Roman Salas
October 11, 2005
Page 2

I. The Amendment

The RPTOA enables PG&E and the ISO to implement Sections 2.4.3 and 2.4.4 of the ISO Tariff and the Protocols of the ISO Tariff as they may relate to those Existing Contracts for which the Responsible PTO will operate under the ISO Tariff and SC Agreement so as to enable it to honor Existing Contracts as contemplated by Sections 2.4.3 and 2.4.4 of the ISO Tariff.

The purpose of the Amendment is to modify the end notes of Appendix A to the RPTOA to reflect changes resulting from the implementation of various agreements between PG&E and the holders of the Existing Contracts with regard to the responsibility for scheduling the Existing Contracts, previously accepted by the Commission as described in the end notes, effective on December 1, 2005, coincident with the effective date of the change in scheduling responsibility in two of the three agreements.

II. Request for Waiver

The ISO respectfully requests a waiver of the Commission's 60-day prior notice requirement, pursuant to Section 35.11 of the Commission's regulations, 18 C.F.R. § 35.11, to allow the enclosed materials to become effective as of December 1, 2005. Granting the waiver will permit the changes to Appendix A to the RPTOA to become effective coincident with the change in scheduling responsibility in two of the three agreements described in that Appendix A. Granting the requested waiver, therefore, is appropriate.

III. Expenses

No expense or cost associated with this filing has been alleged or judged in any judicial or administrative proceeding to be illegal, duplicative, unnecessary, or demonstratively the product of discriminatory employment practices.

IV. Service

Copies of this filing have been served on PG&E, the other entities described in the changes contained in the Amendment (*i.e.*, the City and County of San Francisco, the Modesto Irrigation District, and the Turlock Irrigation District), the California Public Utilities Commission, the California Electricity Oversight Board, and all entities that are on the official service lists for Docket Nos. ER02-2489 and ER05-152. In addition, the filing has been posted on the ISO's website.

The Honorable Magalie Roman Salas

October 11, 2005

Page 3

Enclosed for filing are six copies of each of the following:

- (1) this letter of transmittal;
- (2) the rate schedule sheets in the RPTOA that are revised by the Amendment (Attachment A); and
- (3) a black-lined document showing the changes to the currently effective RPTOA contained in the Amendment (Attachment B).

Also enclosed are two additional copies of this filing to be date-stamped and returned to our messenger.

The Honorable Magalie Roman Salas
October 11, 2005
Page 4

V. Correspondence

The ISO requests that all correspondence, pleadings and other communications concerning this filing be served upon the following:

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Respectfully submitted,

Charles F. Robinson
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John Anders
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Attorneys for the California Independent
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ATTACHMENT A

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION Third Revised Sheet No. 17
 RATE SCHEDULE NO. 37 Superseding Second Revised Sheet No. 17
FIRST REVISED RESPONSIBLE PARTICIPATING TRANSMISSION OWNER AGREEMENT

Appendix A

Parties for Whom PG&E Will Act as Scheduling Coordinator

12/1/2005

	<u>Existing Rightholder</u>	<u>Contracts/RS#</u>
1.	Bay Area Rapid Transit	<ul style="list-style-type: none"> • Service Agreement No. 42 under FERC Electric Tariff, First Revised Volume No. 12 • Service Agreement No. 43 under FERC Electric Tariff, First Revised Volume No. 12
2.	Modesto Irrigation District	<ul style="list-style-type: none"> • Interconnection Agreement - PG&E Rate Schedule FERC No. 116¹ • Midway Transmission Service / South of Tesla Principles - PG&E Rate Schedule FERC No. 143^{1,2}
3.	Northern California Power Agency	<ul style="list-style-type: none"> • Castle Rock-Lakeville CoTenancy Agreement - PG&E Rate Schedule FERC No. 139 • Midway Transmission Service / South of Tesla Principles - PG&E Rate Schedule FERC No. 143²
4.	Redding (City of)	<ul style="list-style-type: none"> • Midway Transmission Service / South of Tesla Principles - PG&E Rate Schedule FERC No. 143²
5.	San Francisco (City and County of)	<ul style="list-style-type: none"> • Interconnection Agreement - PG&E Rate Schedule FERC No. 114³

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION Third Revised Sheet No. 18
 RATE SCHEDULE NO. 37 Superseding Second Revised Sheet No. 18
FIRST REVISED RESPONSIBLE PARTICIPATING TRANSMISSION OWNER AGREEMENT

	<u>Existing Rightholder</u>	<u>Contracts/RS#</u>
6.	Santa Clara (City of)	<ul style="list-style-type: none"> • Mokelumne Settlement and Grizzly Development Agreement - Service Agreement No. 20 under FERC Electric Tariff, Sixth Revised Volume No. 5 • Castle Rock-Lakeville CoTenancy Agreement - PG&E Rate Schedule FERC No. 139 • Midway Transmission Service / South of Tesla Principles - PG&E Rate Schedule FERC No. 143²
7.	Sacramento Municipal Utility District	<ul style="list-style-type: none"> • Interconnection Agreement - PG&E Rate Schedule FERC No. 136⁴ • EHV Transmission Agreement - PG&E Rate Schedule No. 37⁴ • Camp Far West Transmission Agreement - PG&E Rate Schedule FERC No. 91⁴ • Slab Creek Transmission Agreement - PG&E Rate Schedule FERC No. 88⁴ • Midway Transmission Service / South of Tesla Principles - PG&E Rate Schedule FERC No. 143²
8.	Turlock Irrigation District	<ul style="list-style-type: none"> • Interconnection Agreement - PG&E Rate Schedule FERC No. 213⁵ • Midway Transmission Service / South of Tesla Principles - PG&E Rate Schedule FERC No. 143^{2,5}

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION Third Revised Sheet No. 19
 RATE SCHEDULE NO. 37 Superseding Second Revised Sheet No. 19
FIRST REVISED RESPONSIBLE PARTICIPATING TRANSMISSION OWNER AGREEMENT

	<u>Existing Rightholder</u>	<u>Contracts/RS#</u>
9.	Western Area Power Administration	<ul style="list-style-type: none"> • Transmission Service for San Luis Unit Contract No. 14-06-200-2207A – PG&E Rate Schedule FERC No. 227⁶ • Transmission Service for New Melones Project Contract No. 8-07-20-P0004 - PG&E Rate Schedule FERC No. 60⁶

ENDNOTES

¹ As provided in PG&E's filing with FERC dated August 3, 2005 in Docket No. ER05-1286-000, Modesto Irrigation District (MID) will designate a Scheduling Coordinator other than PG&E for all of its existing transmission services with PG&E no later than December 1, 2005. No later than December 1, 2005, PG&E will no longer operate as MID's Scheduling Coordinator for the identified agreements.

² Midway Transmission Service/South of Tesla Principles (SOTP) - PG&E Rate Schedule FERC No. 143 is an agreement between PG&E and the Transmission Agency of Northern California (TANC). TANC's entitlement to 300 MW of transmission service under that agreement has been allocated to the Cities of Santa Clara, doing business as Silicon Valley Power (SVP), and Redding, MID, Turlock Irrigation District (TID), Sacramento Municipal Utility District (SMUD), and Northern California Power Agency (NCPA). As of September 1, 2002, SVP and NCPA serve as their own Scheduling Coordinators for their SOTP service. PG&E does not have a control area services agreement with Redding, since Redding's electric system is not directly connected with the ISO Controlled Grid. As of January 1, 1999, pursuant to Section 2.4 of PG&E's RPTO Agreement, the Western Area Power Administration was appointed the Scheduling Coordinator for Redding's SOTP service. As of June 18, 2002, concurrent with the commencement of operation of SMUD's control area, Automated Power Exchange, Inc. became the Scheduling Coordinator for SMUD's SOTP service. Under the Path 15 Operating Instructions (see FERC Docket ER-99-1770-000), PG&E acts as Path 15 ETC Facilitator for all of TANC's members' SOTP service by arranging for transfers of the TANC members' power across Path 15, but PG&E only reports the associated load where it acts as a TANC member's Scheduling Coordinator as described above. The Path 15 Operating Instructions are incorporated in Exhibit B-1 to PG&E's Appendix B to the Transmission Control Agreement with the ISO (see FERC Docket No ER03-219-000).

³ As provided in the Partial Settlement Agreement filed with FERC on May 23, 2005 PG&E and the City and County of San Francisco (CCSF) reached a settlement in FERC Docket Nos. ER00-565-000, ER04-1233-000 and ER05-480-000. The Partial Settlement Agreement, which was approved by FERC on July 6, 2005, states that CCSF will designate a Scheduling Coordinator other than PG&E for all of its existing transmission services with PG&E no later than December 31, 2005. Therefore, no later than December 31, 2005, PG&E will no longer operate as CCSF's Scheduling Coordinator for the identified agreement.

⁴ As provided in PG&E's letter dated May 30, 2002, PG&E and SMUD have executed Amendment #7 to the PG&E-SMUD Interconnection Agreement dated August 29, 1990 which provides, among other things, that SMUD will designate a Scheduling Coordinator other than PG&E for its existing transmission services with PG&E. PG&E will provide operating instructions under separate notice to the ISO in accordance with Section 2.4.4.4 of the ISO Tariff.

⁵ As provided in PG&E's filing with FERC dated April 26, 2005, of a Settlement Agreement between PG&E and TID, FERC Docket ER05-390-000, TID plans to form a new Control Area separate from the ISO Control Area. The Settlement Agreement, which was approved by FERC on June 27, 2005, includes an amendment to the PG&E-TID Interconnection Agreement which provides, among other things, that TID will designate a Scheduling Coordinator other than PG&E for all of its existing transmission services with PG&E no later than December 1, 2005. Therefore, no later than December 1, 2005, PG&E will no longer operate as TID's Scheduling Coordinator for the identified agreements.

⁶ In PG&E's letter to the CAISO dated February 24, 1998, PG&E amended Appendix A of the RPTO Agreement to include Western/PG&E Existing Contracts. Additionally, effective April 1, 1998, pursuant to Section 2.4 of PG&E's RPTO Agreement, the California Power Exchange (CAPX) was appointed as Scheduling Coordinator for all schedules submitted under the Western/PG&E contracts listed above. Following the cessation of operation of the CAPX, PG&E

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION Third Revised Sheet No. 21
RATE SCHEDULE NO. 37 Superseding Second Revised Sheet No. 21
FIRST REVISED RESPONSIBLE PARTICIPATING TRANSMISSION OWNER AGREEMENT

resumed acting as the Scheduling Coordinator for the Western/PG&E contracts except where footnoted otherwise.

ATTACHMENT B

Appendix A

Parties for Whom PG&E Will Act as Scheduling Coordinator

10/27/04 12/1/2005

	<u>Existing Rightholder</u>	<u>Contracts/RS#</u>
1.	Bay Area Rapid Transit	<ul style="list-style-type: none"> • Service Agreement No. 42 under FERC Electric Tariff, First Revised Volume No. 12 • Service Agreement No. 43 under FERC Electric Tariff, First Revised Volume No. 12
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9.	Western Area Power Administration	<ul style="list-style-type: none"> <li data-bbox="841 281 1446 373">• Transmission Service for San Luis Unit Contract No. 14-06-200-2207A – PG&E Rate Schedule FERC No. 227³⁵ <li data-bbox="841 390 1446 483">• Transmission Service for New Melones Project Contract No. 8-07-20-P0004 - PG&E Rate Schedule FERC No. 60³⁶

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing documents as described in those documents, in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 835.2010.

Dated at Folsom, California, on this 11th day of October, 2005.



John Anders