**PAYMENT ACCELERATION**

**BLACKLINED TARIFF CHANGES**

**10.1.2 Meter Data Retention by the CAISO.**

The CAISO will maintain a record of all Revenue Quality Meter Data and Settlement Quality Meter Data provided to it, as well as the Settlement Quality Meter Data it produces, for a period of 18 months on site at the CAISO’s facilities and for a period ~~of 10 years in the CAISO’s archive storage facilities~~ which, at least, allows for the re-run of data as required by this CAISO Tariff and any adjustment rules of the Local Regulatory Authority governing the Scheduling Coordinators and their End-Use Customers and FERC. The CAISO will, on reasonable notice, provide a Scheduling Coordinator with access to ~~Meter Data or~~ Settlement Quality Meter Data (actual or SC estimated) provided that the Scheduling Coordinator requesting access represented the entity for which that data was provided at the time the data was provided to the CAISO.

\* \* \*

**10.2 Metering for CAISO Metered Entities.**

CAISO Metered Entities’ revenue quality meters will be directly polled by the CAISO’s RMDAPS as specified in this CAISO Tariff and Business Practice Manuals.

\* \* \*

## 10.2.1.3 Provision of and Access to Settlement Quality Meter Data.

Scheduling Coordinators may obtain Settlement Quality Meter Data relating to the CAISO Metered Entities they represent by directly accessing the Settlement Quality Meter Data Systems as specified in the applicable Business Practice Manual. ~~The CAISO will use its best efforts to ensure that such data is made available to Scheduling Coordinators within five (5)Business Days of the relevant Operating Day.~~

(a) For CAISO Metered Entities, Revenue Quality Meter Data obtained by successfully polled meters will be validated, estimated and edited by the CAISO to produce Settlement Quality Meter Data (actual), which will be made available to Scheduling Coordinators within five (5) Business Days from the Trading Day (T+5B) and will be used in the Initial Settlement Statement T+7Bcalculation.

(b) In the event that Revenue Quality Meter Data remains unavailable at 12:00 noon on the fifth Business Day after the Trading Day (T+5B) due to unsuccessfully polled meters or facility and/or systems failures, the CAISO will estimate Settlement Quality Meter Data for CAISO Metered Entities for any outstanding metered Demand and/or Generation for the Initial Settlement Statement T+7B calculation as provided in Section 11.1.5.

(c) If the CAISO is notified in accordance with Section 10.2.13.2 that the revenue quality meter for a CAISO Metered Entity requires repair, the CAISO will produce Settlement Quality Meter Data (actual) for that entity using the estimation procedures referred to in Section 10.2.9, which will be made available to the Scheduling Coordinator for the CAISO Metered Entity within forty-three (43) calendar days from the Trading Day (T+43C) and will be used in the Recalculation Settlement Statement T+38B calculation.

\* \* \*

## 10.2.13.2 Repairs

If a revenue quality meter of a CAISO Metered Entity requires repairs to ensure that it operates in accordance with the requirements of the CAISO Tariff and the applicable Business Practice Manuals, the CAISO Metered Entity must immediately notify the CAISO of the need for repairing that meter and must ensure that those repairs are completed in accordance with the applicable Business Practice Manual. During periods for which no Revenue Quality Meter Data is available from a meter which has a current Certificate of Compliance, the CAISO will ~~substitute estimated Meter Data for the CAISO Metered Entity using the estimation procedures referred to in Section 19.2.9~~ create and provide access to Settlement Quality Meter Data for use in the Settlement Statement calculations, as provided in Section 10.2.1.3. ~~That estimated Meter Data will be used by the CAISO in Settlement and billing process.~~

\* \* \*

**10.3.6 ~~Timing of~~ Settlement Quality Meter Data Submission.**

Scheduling Coordinators shall submit to the CAISO ~~either hourly time-stamped~~ Actual Settlement Quality Meter Data or Scheduling Coordinator Estimated Settlement Quality Meter Data, as provided in Section 10.3.6.1(a), for Scheduling Coordinator Metered Entities they represent ~~or profiled cumulative Settlement Quality Meter Data to the CAISO~~ for each Settlement Period in an Operating Day according to the timelines established in Section 10.3.6.1 and the CAISO Payments Calendar and as provided in the applicable Business Practice Manual. Scheduling Coordinators must also submit Settlement Quality Meter Data (actual and SC estimated) on demand as provided in the applicable Business Practice Manual.

**10.3.6.1 Timing of Settlement Quality Meter Data Submission for Initial Settlement Statement Calculation T+7B.**

Scheduling Coordinators must submit Actual Settlement Quality Meter Data or Scheduling Coordinator Estimated Settlement Quality Meter Data for the Scheduling Coordinator Metered Entities they represent to the CAISO no later than 12:00 noon on the fifth business day after the Trading Day (T+5B) for the Initial Settlement Statement Calculation.

(a) In the absence of Actual Settlement Quality Meter Data, Scheduling Coordinators may submit Scheduling Coordinator Estimated Settlement Quality Meter Data using interval metering when available, sound estimation practices, and other available information including, but not limited to, bids, schedules, forecasts, temperature data, operating logs, recorders, and historical data. Scheduling Coordinator Estimated Settlement Quality Meter Data must be a good faith estimate that reasonably represents Load and/or Generation quantities for each Settlement Period.

(b) When Actual Settlement Quality Meter Data or Scheduling Coordinator Estimated Settlement Quality Meter Data is not received by the CAISO for a Scheduling Coordinator Metered Entity within five (5) Business Days from the Trading Day (T+5B), the CAISO will estimate the entity’s Settlement Quality Meter Data for any outstanding metered Demand and/or Generation for use in the Initial Settlement Statement T+7B calculation, as provided in Section 11.1.5.

**10.3.6.2 Timing of Settlement Quality Meter Data Submission for Recalculation Settlement Statement T+36B.**

Scheduling Coordinators must submit Actual Settlement Quality Meter Data for the Scheduling Coordinator Metered Entities they represent to the CAISO no later than 24:00 midnight on the forty-third calendar day after the Trading Day (T+43C) for the Recalculation Settlement Statement.

(a) When Actual Settlement Quality Meter Data is not received by the CAISO for a Scheduling Coordinator Metered Entity by forty-three calendar days after the Trading Day (T+43C), the Settlement Quality Meter Data will be considered late and subject to sanctions pursuant to Section 37.5.

(b) Any Estimated Settlement Quality Meter Data submitted by a Scheduling Coordinator on behalf of the Scheduling Coordinator Metered Entities they represent that is not replaced with Actual Settlement Quality Meter Data by forty-three calendar days after the Trading Day (T+43C) will be considered late and subject to sanctions pursuant to Section 37.5. In the absence of Actual Settlement Quality Meter Data, Scheduling Coordinator Estimated Settlement Quality Meter Data will be used in the Recalculation Settlement Statements.

(c) The CAISO will not estimate a Scheduling Coordinator Metered Entity’s Settlement Quality Meter Data for any outstanding metered Demand and/or Generation for use in a Recalculation Settlement Statement Calculation. Any previous CAISO Estimated Settlement Quality Meter Data that the Scheduling Coordinator does not replace with Actual Settlement Quality Meter Data by forty-three calendar days after the Trading Day (T+43C) will be set to zero.

**10.3.6.3 Timing of Settlement Quality Meter Data Submission for Recalculation Settlement Statements after T+36B.**

Scheduling Coordinators may continue to submit Actual Settlement Quality Meter Data for the Scheduling Coordinator Metered Entities they represent to the CAISO for use in Recalculation Settlement Statements subsequent to T+36B according to timelines established in the CAISO Payment Calendar.

\* \* \*

**10.3.10 Requirement for Audit and Testing.**

**10.3.10.1 Audit and Testing by Scheduling Coordinator.**

Each Scheduling Coordinator shall at least annually conduct (or engage an independent, qualified entity to conduct) audits and tests of the Metering Facilities of the Scheduling Coordinator Metered Entities that it represents and the Meter Data provided to the Scheduling Coordinator in order to ensure compliance with all applicable requirements of any relevant Local Regulatory Authority. Scheduling Coordinators shall undertake any other actions that are reasonable necessary to ensure the accuracy and integrity of the Settlement Quality Meter Data (actual or SC estimated) and provided by them to the CAISO.

\* \* \*

**11.1.4 Calculations of Settlements.**

The CAISO shall calculate, account for and settle the charges in Section 11 in accordance with the CAISO Tariff~~, based on the Settlement Quality Meter Data it has received, or, if Settlement Quality Meter Data is not available, based on the best available information or estimate it has received, the following charges in accordance with this CAISO Tariff~~.

**11.1.5 Settlement Quality Meter Data for Initial Settlement Statement T+7B Calculation.**

The CAISO’s Initial Settlement Statement T+7B calculation shall be based on the Settlement Quality Meter Data (actual or SC estimated) received in SQMDS. In the event Actual Settlement Quality Meter Data or Scheduling Coordinator Estimated Settlement Quality Meter Data is not received from a Scheduling Coordinator or CAISO Metered Entity, the CAISO will estimate Settlement Quality Meter Data for that outstanding metered Demand or Generation for the Initial Settlement Statement T+7B calculation.

(a) CAISO Estimated Settlement Quality Meter Data for metered Generation will be based on total Expected Energy and dispatch of that resource as calculated in the Real-Time Market and as modified by any applicable corrections to the Dispatch Operating Point for the resource.

(b) CAISO Estimated Settlement Quality Meter Data for metered Demand will be based on Scheduled Demand by LAP and/or CLAP. This value will be increased by fifteen (15) percent if the total actual system Demand in Real Time, as determined by the CAISO each hour, is greater than fifteen (15) percent of the Total Estimated Metered Demand at T+5B.

\* \* \*

**11.23 Penalties for Uninstructed Imbalance Energy.**

Effective December 1, 2004, the CAISO shall not charge any Uninstructed Deviation Penalties pursuant to this Section 11.23 until FERC issues an order authorizing the CAISO to charge Uninstructed Deviation Penalties pursuant to this section.  Beginning with Settlement Statements for the first Trading Day for which FERC authorizes the CAISO to charge Uninstructed Deviation Penalties pursuant to this section, the CAISO shall charge Scheduling Coordinators Uninstructed Deviation Penalties for Uninstructed Imbalance Energy resulting from resource deviations outside a Tolerance Band from their Dispatch Operating Point, for dispatched resources, or their Day-Ahead Schedule otherwise.  Publishing of Uninstructed Deviation Penalty results will not occur on the Initial Settlement Statement T+ 7B but rather will occur on the Recalculation Settlement Statement T+38B.  The Uninstructed Deviation Penalty will be applied as follows:

**[No changes proposed in subsections a through z]**

\* \* \*

**11.29 Billing and Payment Process.**

The CAISO will calculate for each charge the amounts payable by the relevant Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each Settlement Period of the Trading Day, and the amounts payable to that Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge for each Settlement Period of that Trading Day and shall arrive at a net amount payable for each charge by or to that Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge for that Trading Day. Each of these amounts will appear in the ~~Initial~~ Settlement Statements ~~T+38BD, Initial Settlement Statement Reissue, Recalculation Settlement Statement and the Recalculation Settlement Statement T+76BD~~  that the CAISO will provide to the relevant Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO. The components of the Grid Management Charge will be included in an ~~the~~ Initial Settlement Statement T+7~~38~~B~~D~~, and any Recalculation Settlement Statement ~~Statement T+76BD~~ with the other types of charges referred to in Section 11~~, but a separate Invoice for the Grid Management Charge, stating the rate, billing determinant volume, and total charge for each of its components, will be issued by the CAISO to the Scheduling Coordinator~~.

**11.29.1** The billing and payment process shall be based on the issuance of an Initial Settlement Statement T+7~~38~~B~~D~~ and ~~,~~the Recalculation Settlement Statements ~~Initial Settlement Statement Reissue, Recalculation Settlement Statement and the Recalculation Settlement Statement T+76BD~~ for each Settlement Period in each Trading Day.

**11.29.2** Payments ~~f~~or charges for the items ~~charges~~ referred to in Section 11.1.2 (except for the charges payable under long-term contracts) for each Trading Day in each calendar month shall be made five (5) Business Days after issuance of the Invoices and Payment Advices issued in accordance with Section 11.29.10. ~~Initial Settlement Statement T+38BD for the last day of the relevant calendar month. Payments for adjustments will be made five (5) Business Days after issuance of the Initial Settlement Statement Reissue or Recalculation Settlement Statement for the last day of the relevant month.~~ Payments for FERC Annual Charges will be made in accordance with Section 11.19.

\* \* \*

**11.29.5.2 Right to Dispute.**

All Scheduling Coordinators, CRR Holders, Black Start Generators or Participating TOs shall have the right to dispute an~~y~~ item or calculation set forth in any Initial Settlement Statement T+7B or Incremental Changes in a Recalculation Settlement Statement in accordance with this CAISO Tariff, except for Recalculation Settlement Statement T+36M.

\* \* \*

**11.29.7 Settlements Cycle.**

**11.29.7.1 Timing of the Settlements Process.**

The CAISO will publish: (i) Initial Settlement Statements on the seventh business day from the relevant Trading Day (T+7B), (ii) Recalculation Settlement Statements on the thirty-eighth business day from the relevant Trading Day (T+38B), (iii) Recalculation Settlement Statements on the seventy-sixth business day after the Trading Day (T+76B), (iv) Recalculation Settlement Statements on the business day eighteen (18) calendar months from the relevant Trading Day (T+18M) if necessary, (v) Recalculation Settlement Statements on the business day thirty-five (35) calendar months from the relevant Trading Day (T+35M) if necessary, (vi) Recalculation Settlement Statements on the business day thirty-six (36) calendar months from the relevant Trading Day (T+36M) if necessary, and (v) any other Recalculation Settlement Statement authorized under Section 11.29.7.3. The CAISO will issue a Market Notice if a Recalculation Settlement Statement T+18M, Recalculation Settlement Statement T+35M, Recalculation Settlement Statement T+36M, or any additional Recalculation Settlement Statement is required for a Trading Day.

**11.29.7.1.1 Initial Settlement Statement T+7~~38~~B~~D~~.**

The CAISO shall provide to each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for validation an Initial Settlement Statement for each Trading Day within seven ~~thirty-eight~~ (7~~38~~) Business Days of the relevant Trading Day, covering all Settlement Periods in that Trading Day. Each Initial Settlement Statement T+7B will be produced using available Settlement Quality Meter Data (either actual or estimated) and CAISO Estimated Settlement Quality Meter Data. The settlement statement will include ~~a statement of~~ the following:

(a) the amount payable or receivable by the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge referred to in Section 11 for each Settlement Period in the relevant Trading Day;

(b) the total amount payable or receivable by that Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge for all Settlement Periods in that Trading Day after the amounts payable and the amounts receivable under (a) have been netted off pursuant to Section 11.29; ~~and~~

(c) the components of each charge in each Settlement Period except for information contained in the Imbalance Energy report referred to in this Section 11.29.7.1.1; and

(d)

**~~11.29.7.1.1.1.~~** ~~Each Initial Settlement Statement shall also be accompanied by~~ a breakdown of the components of the Imbalance Energy Charge (the Imbalance Energy report).

**~~11.29.7.1.2~~** ~~Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall have a period of eight (8) Business Days from the issuance of an Initial Settlement Statement during which it may review the Initial Settlement Statement T+38BD and notify the CAISO of any errors. No later than fifty-one (51) Business Days after the Trading Day to which it relates, the CAISO shall issue an Initial Settlement Statement Reissue or a Recalculation Settlement Statement to each Scheduling Coordinator or CRR Holder for that Trading Day.~~

**11.29.7.1.2~~3~~ ~~Initial Settlement Statement Reissues and~~ Recalculation Settlement Statements.**

The CAISO shall provide to each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO ~~an Initial Settlement Statement Reissue or a~~ Recalculation Settlement Statements in accordance with the CAISO Tariff and the CAISO Payments Calendar. ~~The Initial Settlement Statement Reissue or~~ Recalculation Settlement Statements shall be in a format similar to that of the Initial Settlement Statement T+7B and shall include the same granularity of information provided in the Initial Settlement Statement T+7B as amended following the validation procedure.

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

**11.29.7.2 Basis for Billing and Payment.**

The Initial Settlement Statement T+7~~38~~B~~D,~~  and any Recalculation Settlement Statement ~~Initial Settlement Statement Reissue, Recalculation Settlement Statement and the Recalculation Settlement Statement T+76BD~~  shall constitute the basis for billing ~~and associated automatic funds transfers~~ in accordance with this CAISO Tariff. The Initial Settlement Statement T+7~~38~~B~~D~~ shall constitute the basis for billing ~~and associated automatic funds transfers~~ for all charges in the first instance. The  ~~Initial Settlement Statement Reissue and~~ Recalculation Settlement Statement T+38B shall constitute the basis for billing ~~and associated automatic funds transfers~~ for adjustments to charges set forth in the Initial Settlement Statement T+7~~38~~B~~D~~. Each Scheduling Coordinator, CRR Holder, Black Start Generator, and Participating TO shall pay any net debit and shall be entitled to receive any net credit shown in an Invoice or Payment Advice on the Payment Date, whether or not there is any dispute regarding the amount of the debit or credit.

**11.29.7.2.1 Elimination of Invoices under $10.00.**

~~Preliminary and final~~ Invoices and Payment Advices due to or from any ~~Market Participant~~ Scheduling Coordinator, CRR Holder, Black Start Generator, and Participating TO for amounts less than $10.00 will be adjusted to $0.00 and no amount will be due to or from that ~~Market Participant~~ Scheduling Coordinator, CRR Holder, Black Start Generator, and Participating TO for that Invoice or Payment Advice.

**11.29.7.3 Additional Recalculation Settlement Statements ~~Re-runs and Post Final Adjustments~~.**

The CAISO shall issue no Recalculation Settlement Statements in addition to Recalculation Settlement Statements T+38B~~D~~, Recalculation Settlement Statements T+76B, Recalculation Settlement Statements T+18M, Recalculation Settlement Statements T+35M, and Recalculation Settlement Statements T+36M, unless otherwise directed by ~~The CAISO is authorized to perform Settlement Statement Re-runs following approval of~~ the CAISO Governing Board, or pursuant to a FERC order or an order by a court of competent jurisdiction. ~~A request to perform a Settlement Statement Re-run may be made at any time by a Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO by notice in writing to the CAISO Governing Board. The CAISO Governing Board shall, in considering whether to approve a request for a Settlement Statement Re-run, determine in its reasonable discretion whether there is good cause to justify the performance of Settlement Statement Re-run.~~

**11.29.7.3.1** If an additional Recalculation Settlement Statement ~~Re-run~~ is ordered by the CAISO Governing Board, the CAISO shall arrange to have the Recalculation Settlement Statement ~~Re-run~~ carried out as soon as is reasonably practicable following the CAISO Governing Board’s order, subject to the availability of staff and computer time, compatible software, appropriate data and other resources.

**11.29.7.3.2** The cost of an additional Recalculation Settlement Statement ~~Re-run~~ shall be borne by the Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO requesting it, unless the an additional Recalculation Settlement Statement ~~Re-run~~ was needed due to a clerical oversight or error on the part of the CAISO staff.

**11.29.7.3.3** Where an additional Recalculation Settlement Statement ~~Re-run~~ indicates that the accounts of Scheduling Coordinators, CRR Holders, Black Start Generators, or Participating TOs should be debited or credited to reflect alterations to Settlements previously made under this CAISO Tariff, for those Scheduling Coordinators, CRR Holders, Black Start Generators, or Participating TOs affected by the additional Recalculation Settlement S~~s~~tatement ~~rerun~~, the CAISO shall reflect the amounts to be debited or credited in the next ~~subsequent~~scheduled semi-monthly Invoice or Payment Advice for the end of a month. ~~Recalculation Settlement Statement that it issues following the Settlement Statement Re-run to which the provisions of this Section 11 apply.~~

**11.29.7.3.4 [Not Used].** ~~Reruns, post closing adjustments and the financial outcomes of CAISO ADR Procedures and any other dispute resolution may be invoiced separately from monthly market activities. The CAISO shall provide a Market Notice at least thirty (30) days prior to such invoicing identifying the components of such Invoice or Payment Advice.~~

\* \* \*

**11.29.8.2 Validation of Initial Settlement Statement.**

Each Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO shall have the opportunity to review the terms of the Initial Settlement Statement T+7~~38~~B~~D~~ that it receives. The Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO shall be deemed to have validated each Initial Settlement Statement unless it has raised a dispute or reported an exception within fourteen~~eight~~ (14~~8~~) Business Days from the date of issuance. Once validated, an Initial Settlement Statement shall be binding on the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO to which it relates, ~~unless~~ except to the extent that the CAISO performs a Recalculation Settlement Statement ~~Re-run pursuant to Section 11.29.7.3~~.

The notice of dispute, if any, shall state clearly the Trading Day, the issue date of the Initial Settlement Statement T+7, the item disputed, the reasons for the dispute, and the amount claimed (if appropriate), and shall be accompanied with all available evidence reasonably required to support the claim.

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

Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall have the opportunity to review the Incremental Changes that appear on any ~~the Initial Settlement Statement Reissue and~~ Recalculation Settlement Statement that it receives. The Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall be deemed to have validated the Incremental Changes on each ~~Initial Settlement Statement Reissue and~~ Recalculation Settlement Statement unless it has raised a dispute or reported an exception regarding those Incremental Changes within time periods set forth in Sections 11.29.8.3.1 through 11.29.8.3.6 ~~ten (10) Business Days~~ from the date of issuance. Once validated, the Incremental Changes on a ~~the Initial Settlement Statement Reissue and~~ Recalculation Settlement Statement shall be binding on the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO to which it relates, ~~unless~~ except to the extent that the CAISO performs an additional Recalculation Settlement Statement ~~Re-run~~ pursuant to Section 11.29.7.3.

The notice of dispute shall state clearly the Trading Day, the issue date of the ~~Initial Settlement Statement Reissue and~~ Recalculation Settlement Statement, the item disputed, the reasons for the dispute, and the amount claimed (if appropriate), and shall be accompanied with all available evidence reasonably required to support the claim. The only Recalculation Settlement Statement that cannot be disputed is ~~the one issued on~~ Recalculation Settlement Statement T+36M~~59BD~~.

**11.29.8.4 ~~Recurring~~ Disputes or Exceptions**

**11.29.8.4.1 Dispute of Initial Settlement Statement T+7B**

Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO may submit a dispute that identifies discrepancies or errors for any item in an Initial Settlement Statement T+7B, except for items that depend on Estimated Settlement Quality Meter Data, no later than fourteen (14) Business Days from the publication date of an Initial Settlement Statement T+7B. Valid disputes regarding data appearing on an Initial Settlement Statement T+7B will be reflected in a later Recalculation Settlement Statement for that Trade Date. If a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO disagrees with the CAISO’s resolution of a dispute regarding data appearing on an Initial Settlement Statement T+7B, it may initiate a good faith negotiation of the dispute with the CAISO no later than thirty (30) days after the date of the CAISO’s response to the dispute.

**11.29.8.4.2 Recalculation Settlement Statement T+38B**

Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO may submit disputes regarding Incremental Changes contained in a Recalculation Settlement Statement T+38B no later than eighteen (18) Business Days from the publication date of the Recalculation Settlement Statement T+38B. Valid disputes regarding data appearing on a Recalculation Settlement Statement T+38B will be reflected in a later Recalculation Settlement Statement for that Trade Date. If a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO disagrees with the CAISO’s resolution of a dispute regarding data appearing on a Recalculation Settlement Statement T+38B, it may initiate a good faith negotiation of the dispute with the CAISO no later than thirty (30) days after the date of the CAISO’s response to the dispute.

**11.29.8.4.3 Recalculation Settlement Statement T+76B.** Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO may submit disputes regarding Incremental Changes contained in a Recalculation Settlement Statement T+76B no later than twelve (12) months from the relevant Trading Day (T+12M). A dispute shall only be based on Incremental Changes between Recalculation Settlement Statement T+38B and Recalculation Settlement Statement T+76B. Valid Disputes regarding data appearing on a Recalculation Settlement Statement T+76B will be reflected on a later Recalculation Settlement Statement for that Trade Date. If a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO disagrees with the CAISO’s resolution of a dispute regarding data appearing on a Recalculation Settlement Statement T+76B, it may initiate good faith negotiation of the dispute with the CAISO no later than thirty (30) days after the date of the CAISO’s response to the dispute.

**11.29.8.4.4 Recalculation Settlement Statement T+18M.** Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO may submit disputes regarding Incremental Changes contained in a Recalculation Settlement Statement T+18M no later than nineteen (19) months from the relevant Trading Day (T+19M). A dispute shall only be based on Incremental Changes between Recalculation Settlement Statement T+76B and Recalculation Settlement Statement T+18M. Valid Disputes regarding data appearing on a Recalculation Settlement Statement T+18M will be reflected on a later Recalculation Settlement Statement. If a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO disagrees with the CAISO’s resolution of a dispute regarding data appearing on a Recalculation Settlement Statement T+18M, it may initiate a good faith negotiation with the CAISO no later than thirty (30) days after the date of the CAISO’s response to the dispute.

**11.29.8.4.5 Recalculation Settlement Statement T+35M.** Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO may submit disputes regarding Incremental Changes contained in a Recalculation Settlement Statement T+35M no later than seven (7) calendar days from the publication date of a Recalculation Settlement Statement T+35M. A dispute shall only be based on (i) Incremental Changes between Recalculation Settlement Statement T+18M and Recalculation Settlement Statement T+35M, (ii) Meter Data issues identified through the audit process, or (iii) any good faith negotiation or dispute resolution settlement. Valid disputes regarding data appearing on a Recalculation Settlement Statement T+35M will be reflected on the Recalculation Settlement Statement T+36M. If a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO disagrees with the CAISO’s resolution of a dispute regarding data appearing on a Recalculation Settlement Statement T+35M, it may pursue the dispute only through the dispute resolution process set forth in Section 13.

**11.29.8.4.6 Recalculation Settlement Statement T+36M.** Recalculation Settlement Statement T+36M shall not be subject to either a dispute by a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO, or adjustment by CAISO, except as directed by the CAISO Board of Governors or by an order of FERC or a court of competent jurisdiction. Nothing herein shall be construed to restrict the right of the CAISO or any Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO’s to seek redress from FERC in accordance with the Federal Power Act.

**11.29.8.4.7 Recurring Disputes or Exceptions.**

A Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO may request the CAISO to treat as recurring a dispute or exception raised in accordance with Sections 11.29.8.1 and 11.29.8.2 above, if a dispute or exception would apply to subsequent Initial  ~~and the Initial~~ Settlement Statements and subsequent ~~Reissue and~~ Recalculation Settlement Statements as permitted by Section 11.29.8.3. A request for recurring treatment may be made for any valid reason provided that subsequent Initial Settlement Statements T+7~~38~~B~~D,~~ ~~Initial Settlement Statement Reissue~~ and Recalculation Settlement Statements would be affected, including but not limited to, that the disputed calculation will recur, or that a disagreement as to policy will affect calculations in subsequent Initial Settlement Statement T+7~~38~~B~~D~~ and ~~, the Initial Settlement Statement Reissue and~~ Recalculation Settlement Statements. If a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO wishes to request that the CAISO treat a dispute as recurring, it shall, in the notice, clearly indicate that it requests such treatment and set forth in detail the reasons that support such treatment. To the extent possible, the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall state the types of charges and dates to which the dispute will apply, and provide estimates of the amounts that will likely be claimed on each date.

The CAISO shall make a determination on such a request within five (5) Business Days of receipt. To preserve its right to dispute an item, a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO must continue to raise a dispute or report an exception until it is notified by the CAISO that the CAISO agrees to treat the dispute or exception as recurring. If the CAISO grants a request to treat a dispute or exception as recurring, the dispute raised or exception reported by the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall be deemed to apply to every subsequent Initial Settlement Statement T+7~~38~~B~~D~~ ~~, the Initial Settlement Statement Reissue~~ and Recalculation Settlement Statement provided to the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO from the date that the CAISO grants the request for recurrent treatment until: a) ninety (90) days have elapsed, unless the CAISO indicates a different expiration date on its response to the request, in which case the expiration date shall be as stated by the CAISO in its response or b) the dispute or exception is resolved, whichever is shorter. The CAISO may deny a request that the CAISO treat a dispute as recurring for any valid reason, including because the request is not adequately specific as to the basis for recurring treatment or the subsequent calculations that will be affected.

**11.29.8.5 [Not Used]~~Amendment.~~**

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

**11.29.8.6 CAISO Contact.**

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

\* \* \*

**11.29.10 Billing and Payment.**

The CAISO shall prepare and send to each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO two Invoices or Payment Advices for each billing period in each calendar month. There are two (2) billing periods in each calendar month. The first billing period is from the first to the fifteenth day of the month and second billing period is from the sixteenth to the last of day of the month. The CAISO will publish Invoices and Payment Advices for the first semi-monthly billing period in a month on the seventh day after the Trading Day that is the fifteenth day of the month. The CAISO will publish Invoices and Payment Advices for the second semi-monthly billing period in a month on the seventh day after the Trading Day that is the end of the month. ~~The first Invoice or Payment Advice will be based on the Initial Settlement Statement T+38BD and the second Invoice or Payment Advice will be based on the Initial Settlement Statement Reissue or Recalculation Settlement Statement(s).~~ Each Invoice or Payment Advice will show amounts which are to be paid by or to each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO, the Payment Date, being the date on which such amounts are to be paid or received, and details of the CAISO Clearing Account to which any amounts owed by Scheduling Coordinators, CRR Holder, Black Start Generator or Participating TO are to be paid. Revenues owed from a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO are expressed as a positive amount on an Invoice. Revenues owed to a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO are expressed as a negative amount on a Payment Advice. Payments or charges for the items referred to in an Invoice or Payment Advice (except for the charges payable under long-term contracts) for each Trading Day in each calendar month shall be made five (5) Business Days after the date on which the semi-monthly Invoice and/or Payment Advice is issued.

**11.29.10.1 Billing Periods.** Each Invoice or Payment Advice will include one (1) semi-monthly billing period and up to five (5) other billing periods. The other billing periods correspond to the dates on which the Recalculation Settlement Statements are published. Any Invoice and/or Payment Advice for a billing period corresponding to a Recalculation Settlement Statement will be reflected on the next scheduled semi-monthly Invoice or Payment Advice for the end of the month. Each billing period will be represented separately on the Invoice and/or Payment Advice but the net Invoice and/or Payment Advice for a Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO will reflect the entity’s net financial obligations in all billing periods.

**11.29.10.2 Interest.** Interest will be applied to any deviations associated through the second Recalculation Invoice - Recalculation Settlement Statement T+76B. Interest will be calculated separately for the billing period from the first to the fifteen day of the month and for the billing period from the sixteenth to the last of day of the month. The rate of interest will be the interest rate calculated in accordance with 18 C.F.R. 35.19a of FERC’s regulations.

**11.29.10.3 Other Invoicing Provisions.**

The Invoices or Payment Advices will also include the total charges for each component of the Grid Management Charge, the total charges associated with any Interest for each relevant Trading Month, the FERC Annual Charges due monthly, as well as any disbursements associated with a shortfall receipt distribution. ~~(b)~~ A separate Invoice for the FERC Annual Charges due annually will be issued by the CAISO to the Scheduling Coordinator in accordance with Section 11.19.1.2. ~~(c)~~ The CAISO will issue separate Invoices for NERC/WECC Charges as described in Section 11.20. ~~(d)~~ A separate Invoice for a shortfall allocation will be issued by the CAISO to Scheduling Coordinators in the event of a payment default in accordance with Section 11.29.17.1. Recalculation Settlement Statements ~~Reruns~~, post closing adjustments and the financial outcomes of CAISO ADR Procedures and any other dispute resolution may be invoiced separately from monthly market activities. The CAISO shall provide a Market Notice ~~at least thirty (30) days~~ prior to such invoicing identifying the components of such Invoice or Payment Advice.

**11.29.10.4~~1~~ Emergency Procedures.**

**11.29.10.5~~2~~ Use of Estimated Data.**

In the event of an emergency or a failure of any of the CAISO software or business systems, the CAISO may use estimated Settlement Statements and Invoices and Payment Advices and may implement any temporary variation of the timing requirements relating to the Settlement and billing process contained in the CAISO Tariff. Details of the variation and the method chosen to produce estimated data, Settlement Statements and Invoices and Payment Advices will be published on the CAISO Website.

**11.29.10.6~~3~~ Payment of Estimated Statements and Invoices.**

When estimated Settlement Statements and Invoices or Payment Advices are issued by the CAISO, payments between the CAISO and Market Participants shall be made on an estimated basis and the necessary corrections shall be made by the CAISO as soon as practicable. The corrections will be reflected as soon as practicable in later Settlement Statements and Invoices and Payment Advices issued by the CAISO. Failure to make such estimated payments shall result in the same consequences as a failure to make actual payments.

**11.29.10.7~~4~~ Validation and Correction of Estimated Statements and Invoices.**

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

**11.29.10.8~~5~~ Estimated Statements to be Final.**

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

**\* \* \***

**11.29.21.2 Evidence of Unpaid Amount.**

The CAISO shall, on request, certify in writing the amounts owed by a CAISO Debtor that remain unpaid and the CAISO Creditors to whom such amounts are owed and shall provide certified copies of the relevant Initial Settlement Statement T+7~~38~~B~~D~~ and the ~~Initial Settlement Statement Reissue and~~ Recalculation Settlement Statements, Invoices, Payment Advices, and other documentation on which the CAISO’s certificate was based to the CAISO Debtor and the relevant CAISO Creditors. A CAISO certificate given under this Section 11.29.21.2 may be used as prima facie evidence of the amount due by a CAISO Debtor to CAISO Creditors in any legal proceedings.

**\* \* \***

**11.29.23 Communications.**

The Initial Settlement Statement T+7~~38~~B~~D~~, any ~~Initial Settlement Statement Reissue, the~~ Recalculation Settlement Statement,~~s~~ and Invoices, and Payment Advices will be considered issued to CAISO Creditors or CAISO Debtors when released by the CAISO’s secure communication system. Communications on a Payment Date relating to payment shall be made by the fastest practical means including by telephone. If there is a failure of a communication system and it is not possible to communicate by electronic means, then the CAISO or CAISO Creditor or CAISO Debtor, as the case may be, shall communicate by facsimile but only if the recipient is first advised by telephone to expect the facsimile. Methods of communication between the CAISO and Market Participants may be varied by the CAISO giving not less than ten (10) days notice to Market Participants on the CAISO’s secure communication system.

**11.29.24 CAISO Payments Calendar.**

**11.29.24.1 Preparation.**

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

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

(b) The date on which the CAISO will issue Initial Settlement Statements T+7B and Invoices and Payment Advices to Scheduling Coordinators or CRR Holders, Black Start Generators and Participating TOs for that Trading Day;

(c) The date by which Scheduling Coordinators, CRR Holders, Black Start Generators and Participating TOs are required to notify the CAISO of any disputes in relation to their Initial Settlement Statements T+7B pursuant to Section 11.29.8.2;

(d) The date on which the CAISO will issue ~~the Initial Settlement Statement Reissue and~~ Recalculation Settlement Statements for T+38~~51~~B~~D~~, T+76~~59~~B~~D~~, T+18M, T+35M, and T+36M~~76BD~~, and Invoices and Payment Advices to Scheduling Coordinators, CRR Holders, Black Start Generators and Participating TOs for that Trading Day;

(e) The date and time by which CAISO Debtors are required to have made payments into the CAISO Clearing Account in payment of Invoices for that Trading Day;

(f) The dates and times on which CAISO Creditors will receive payments from the CAISO Clearing Account of amounts owing to them for that Trading Day; and

(g) In relation to Reliability Must-Run Charges and RMR Payments, the details set out in paragraph 3 of Appendix N, Part J.

\* \* \*

**12 CREDITWORTHINESS.**

**12.1 Credit Requirements.**

The creditworthiness requirements in this section apply to the CAISO’s acceptance of, any transaction in a CAISO Market, to the payment of charges pursuant to the CAISO Tariff (including the Grid Management Charge), and to establish credit limits for participation in any CAISO auction of CRRs and to CRR Holders for the holding of CRRs. Each Market Participant (including each Scheduling Coordinator, UDC, MSS, CRR Holder, or Candidate CRR Holder) shall secure its financial transactions with the CAISO (including its participation in any auction of CRRs and for the holding of CRRs) by maintaining an Unsecured Credit Limit and/or by posting Financial Security, the level of which constitutes the Market Participant’s Financial Security Amount. For each Market Participant, the sum of its Unsecured Credit Limit and its Financial Security Amount shall represent its Aggregate Credit Limit. Each Market Participant shall have the responsibility to maintain an Aggregate Credit Limit that is at least equal to its Estimated Aggregate Liability.

**12.1.1 Unsecured Credit Limit.**

Each Market Participant requesting an Unsecured Credit Limit shall submit an application to the CAISO in the form specified on the CAISO Website. The CAISO shall determine the Unsecured Credit Limit for each Market Participant in accordance with the procedures set forth in the applicable Business Practice Manual. The maximum Unsecured Credit Limit for any Market Participant shall be $~~150~~50 million. In accordance with the procedures described in the applicable Business Practice Manual, each Market Participant requesting or maintaining an Unsecured Credit Limit is required to submit to the CAISO or its agent financial statements and other information related to its overall financial health as directed by the CAISO. Each Market Participant is responsible for the timely submission of its latest financial statements as well as other information, including but not limited to information concerning all entities that are Affiliates or become Affiliates, that may be reasonably necessary for the CAISO to conduct its evaluation. The CAISO shall determine the Unsecured Credit Limit for each Market Participant as described in Sections 12.1.1.1, 12.1.1.1.1, and 12.1.1.1.2.

As a result of the CAISO’s credit evaluation, a Market Participant may be given an Unsecured Credit Limit by the CAISO or denied an Unsecured Credit Limit with the CAISO. Following the initial application and the establishment of an Unsecured Credit limit, the CAISO will review each Market Participant’s Unsecured Credit Limit on a quarterly basis, unless that entity does not prepare quarterly statements, in which case the review will occur on an annual basis, and no entity shall be required to submit a new application. In addition, the CAISO may review the Unsecured Credit Limit for any Market Participant whenever the CAISO becomes aware of information that could indicate a Material Change in Financial Condition. In the event the CAISO determines that the Unsecured Credit Limit of a Market Participant must be reduced as a result of a subsequent review, the CAISO shall notify the Market Participant of the reduction, and shall, upon request, also provide the Market Participant with a written explanation of why the reduction was made.

**12.1.1.1 Unsecured Credit Limit Calculation.**

An Unsecured Credit Limit (UCL) for each Market Participant that is a Rated or Unrated Public/Private Corporation, a Rated or Unrated Governmental Entity, or a Local Publicly Owned Electric Utility and that requests an Unsecured Credit Limit is calculated as follows:

1. For each Rated Public/Private Corporation, the Unsecured Credit Limit is the lesser of $~~150~~50 million or an amount equal to the Market Participant’s Tangible Net Worth multiplied by a calculated percentage of Tangible Net Worth. The Tangible Net Worth percentage is comprised of fifty percent (50%) of the Market Participant’s lowest credit agency issuer rating and fifty percent (50%) of the Moody’s KMV Equivalent Rating, if reasonably applicable. If a Moody’s KMV Equivalent Rating is not reasonably applicable, the Tangible Net Worth percentage is comprised of one hundred percent (100%) of the Market Participant’s lowest credit agency issuer rating.

2. For each Unrated Public/Private Corporation, the Unsecured Credit Limit is the lesser of $~~150~~50 million or an amount equal to the Market Participant’s Tangible Net Worth multiplied by a calculated percentage of Tangible Net Worth. The Tangible Net Worth percentage is comprised of one hundred percent (100%) of the Moody’s KMV Equivalent Rating.

3. For each Rated Governmental Entity, the Unsecured Credit Limit is the lesser of $~~150~~50 million or an amount equal to the Market Participant’s Net Assets multiplied by a calculated percentage of Net Assets. The Net Assets percentage is comprised of one hundred percent (100%) of the Market Participant’s lowest credit agency issuer rating.

4. (a) For each Unrated Governmental Entity other than one that receives appropriations from the federal government or a state government, the Unsecured Credit Limit is the lesser of $~~150~~50 million or an amount equal to a specified percentage of the Market Participant’s Net Assets if the Market Participant has a minimum of $25 million in Net Assets and its Times Interest Earned, Debt Service Coverage and Equity to Assets ratios (as those ratios are defined in the applicable Business Practice Manual) meet or exceed minimums specified in the applicable Business Practice Manual.

(b) For each Unrated Governmental Entity that receives appropriations from the federal government or a state government, the Unsecured Credit Limit is the lesser of $~~150~~50 million or the amount appropriated by the federal or relevant state government for the purpose of procuring Energy and Energy-related products and services for the applicable fiscal year. The Unrated Governmental Entity seeking to establish an Unsecured Credit Limit pursuant to this section shall provide documentation establishing its annual appropriations.

5. A Local Publicly Owned Electric Utility with a governing body having ratemaking authority that has submitted an application for an Unsecured Credit Limit shall be entitled to an Unsecured Credit Limit of $1 million without regard to its Net Assets. Such Local Publicly Owned Electric Utility shall be entitled to request an Unsecured Credit Limit based on Net Assets as provided in Section 12.1.1.1(3) or 12.1.1.1(4) in order to establish an Unsecured Credit Limit as the greater of $1 million or the amount determined as provided in this Section 12.1.1.1(5). A public entity that is not a Local Publicly Owned Electric Utility is not entitled to an Unsecured Credit Limit of $1 million under this Section 12.1.1.1(5) but may seek to establish an Unsecured Credit Limit as provided in any other provision of the CAISO Tariff that may apply.

Public entities, including Local Publicly Owned Electric Utilities, that operate through a Joint Powers Agreement, or a similar agreement acceptable to the CAISO with the same legal force and effect, shall be entitled to aggregate or assign their Unsecured Credit Limits subject to the following limitations and requirements. A public entity that is a party to a Joint Powers Agreement or similar agreement and that is also participating independently in the CAISO Markets with an established Unsecured Credit Limit shall not be entitled to assign or aggregate any portion of its Unsecured Credit Limit that the public entity is using to support financial liabilities associated with its individual participation in the CAISO Markets. A Local Publicly Owned Electric Utility that operates through a Joint Powers Authority or similar agreement that desires to aggregate a portion of its Unsecured Credit Limit that is equal to or less than $1 million with one or more other Local Publicly Owned Electric Utilities that operate through that Joint Powers Agreement or similar agreement or to assign a portion of its Unsecured Credit Limit that is equal to or less than $1 million to the Joint Powers Authority shall be entitled to do so. A Local Publicly Owned Electric Utility that operates through a Joint Powers Agreement or similar agreement that desires to aggregate its Unsecured Credit Limit with one or more other Local Publicly Owned Electric Utilities that operate through that Joint Powers Agreement or similar agreement or to assign a portion of its Unsecured Credit Limit to the Joint Powers Authority that exceeds $1 million, and any public entity that is not a Local Publicly Owned Electric Utility that operates through a Joint Powers Agreement or similar agreement that desires to aggregate its Unsecured Credit Limit with one or more other Local Publicly Owned Electric Utilities that operate through that Joint Powers Agreement or similar agreement or to assign any portion of its Unsecured Credit Limit to the Joint Powers Authority, shall provide documentation that is acceptable to the CAISO and that demonstrates the Local Publicly Owned Electric Utility or public entity will assume responsibility for the financial liabilities of the Joint Powers Authority associated with the assigned or aggregated portion of the Unsecured Credit Limit. Such documentation may include a guaranty or similar instrument acceptable to the CAISO.

Unsecured Credit Limits established pursuant to this Section 12.1.1.1 shall be subject to the CAISO’s consideration of the same qualitative factors that apply to all Market Participants as set forth in Section 12.1.1.2 and, accordingly, the CAISO may adjust their Unsecured Credit Limits pursuant to Section 12.1.1.

\* \* \*

**13.5.2 Timing of Adjustments.**

Upon determination that an award is payable by or to the CAISO pursuant to good faith negotiations or the CAISO ADR Procedures, the CAISO shall calculate the amounts payable to and receivable from the party, Market Participants, and Scheduling Coordinators, as soon as reasonably practical, and shall show any required adjustments as a debit or a credit in a subsequent Recalculation~~Initial~~ Settlement Statement ~~T+38BD~~ or, in the case of an amount payable by the CAISO to a party, as soon as the CAISO and that party may agree.

\* \* \*

**37.5.2 Inaccurate Meter Data.**

**37.5.2.1 Expected Conduct.**

Market Participants shall provide complete and accurate Settlement Quality Meter Data (actual and SC estimated) for each Trading Hour and shall correct any errors in such data prior to the issuance of Initial Settlement Statement T+7B ~~Reissue~~ or a Recalculation Settlement Statement~~s~~, as relevant. Failure to provide complete and accurate Settlement Quality Meter Data (actual and SC estimated), as required by Section 10 and that results in an error that is discovered after issuance of a Initial Settlement Statement T+7B ~~Reissue or~~ Recalculation Settlement Statement~~s~~, as relevant, shall be a violation of this rule. Scheduling Coordinator Estimated Settlement Quality Meter Data must be a good faith estimate that reasonably represents Load and/or Generation quantities for each Settlement Period.

**\* \* \***

**37.9.3.3 Other Responsible Party.**

Where a party or parties other than the Scheduling Coordinator is responsible for the conduct giving rise to a penalty reflected on a Settlement Statement, and where the Scheduling Coordinator bears no responsibility for the conduct, such other party or parties ultimately shall be liable for the penalty. Under such circumstances, the Scheduling Coordinator shall use reasonable efforts to obtain payment of the penalty from the responsible party(ies) and to remit such payment to the CAISO in the ordinary course of the Settlement process. In the event that the responsible party(ies) wish to dispute the penalty, or the Scheduling Coordinator otherwise is unable to obtain payment from the responsible parties, the Scheduling Coordinator shall notify the CAISO and dispute the ~~Initial~~ Settlement Statement ~~T+ 38 BD~~. The CAISO promptly shall notify FERC. If the CAISO finds that a Market Participant separate from the Scheduling Coordinator that is unable to obtain payment from the responsible party(ies) is solely responsible for a violation, the Scheduling Coordinator that is unable to obtain payment may net its payment of its Invoice amount by the amount of the penalty in question. The CAISO may refuse to offer further service to any responsible party that fails to pay a penalty, unless excused under the terms of the CAISO Tariff, by providing notice of such refusal to the Scheduling Coordinator. Following such notice, the Scheduling Coordinator shall be liable for any subsequent penalties assessed on account of such responsible party.

\* \* \*

**37.11.1 Method for Calculating Inaccurate Meter Data Penalty.**

There is no Sanction for the submission of inaccurate Meter Data used for an Initial Settlement Statement T+ 7~~38~~ B~~D~~. However, an error in submitted Meter Data that is discovered after issuance of a~~n Initial Settlement Statement Reissue or~~ Recalculation Settlement Statement, as applicable, constitutes a Rule of Conduct violation. The level of the Sanction depends on whether the Scheduling Coordinator or the CAISO discovered the error. An increased penalty will apply for errors that are discovered by the CAISO. Table A1 below shows how the level of the Sanction depends on the following factors: whether or not the Scheduling Coordinator finds the error; whether or not the Scheduling Coordinator owes the market, and whether or not the CAISO performs a ~~Settlement Statement R~~re-run of the market or produces a Recalculation Settlement Statement. If the CAISO performs a ~~Settlement Statement R~~re-run, then Settlement to all Scheduling Coordinators is recalculated, and the impact of such re-runs on charges assessed will be considered. A penalty charge equal to thirty percent (30%) of the estimated value of the Energy error will apply if the Scheduling Coordinator discovers the error or seventy-five percent (75%) of the estimated value of the Energy error if the CAISO discovers the error. Penalty assessment and disposition of penalty proceeds will be administered as described in Section 37.9.1 and Section 37.9.4 respectively. A Sanction will not be imposed unless such Sanction is more than $1,000 for at least one Trading Day during the period for which there was incomplete or inaccurate Meter Data.

Table A1 – Calculation of Inaccurate Meter Data Penalty When There Is A Recalculation Settlement Statement ~~R~~re-run

|  |  |  |
| --- | --- | --- |
| Case | Does SC Owe Market? |  |
| Case 1: SC Identifies  Inaccurate Meter Data | Yes | Penalty = (MWh x applicable price) x 0.30 |
| Case 1: SC Identifies  Inaccurate Meter Data | No | Penalty = (MWh x applicable price) x 0.30 |
| Case 2: CAISO  Identifies Inaccurate  Meter Data | Yes | Penalty = (MWh x applicable price) x 0.75 |
| Case 2: CAISO  Identifies Inaccurate  Meter Data | No | Penalty = (MWh x applicable price) x 0.75 |

Note to Table A1:

The applicable price will be the greater of the relevant hourly LMP or $10/MWh. The LMP used will be the values posted on OASIS for each Trading Hour of the applicable Trading Day period.

2. Method for Calculating Inaccurate Meter Data Penalty When there is not a Recalculation Settlement Statement ~~R~~re-run. If the CAISO does not perform a Recalculation Settlement Statement ~~R~~re-run, for cases of inaccurate Meter Data, Table A2 will be used to determine and allocate penalty and any market adjustment amount. The market adjustment approximates the financial impact on the market; however, it does not completely reflect all the Settlement consequences of inaccurately submitted Meter Data. The approximated value of the inaccurate Meter Data in question will be calculated and returned to the market based on the average of the pro rata share of Unaccounted for Energy (UFE) charged in the utility Service Area during the period of the inaccurate Meter Data event. The thirty percent (30%) or seventy-five percent (75%) penalty will be distributed as discussed in Section 37.9.4. For cases where the CAISO does not perform a Recalculation Settlement Statement ~~R~~re-run and the Scheduling Coordinator does not owe the market, then no market adjustment will be performed.

TABLE A2- Calculation Of Inaccurate Meter Data Penalty When There Is Not a Recalculation Settlement Statement ~~R~~re-run

|  |  |  |
| --- | --- | --- |
| Case | Does SC Owe Market? | CAISO does not perform a Recalculation Settlement Statement ~~R~~re-run |
| Case 1: SC Identifies  Inaccurate Meter Data | Yes | Market Adjustment = (MWh x applicable price)  Penalty = (MWh x applicable price)) x 0.30 |
| Case 1: SC Identifies  Inaccurate Meter Data | No | No market adjustment will be made  Penalty = (MWh x Hourly LMP) x 0.30 |
| Case 2: CAISO  Identifies Inaccurate  Meter Data | Yes | Market Adjustment = (MWh x applicable price)  Penalty = (MWh x applicable price)) x 0.75 |
| Case 2: CAISO  Identifies Inaccurate  Meter Data | No | No market adjustment will be made  Penalty = (MWh x Hourly LMP) x 0.75 |

Notes to Table A2:

The applicable price will be the greater of the relevant hourly LMP or $10/MWh. The LMP used will be the value posted on OASIS for each Trading Hour of the applicable Trading Day. A Sanction will be imposed only if the Sanction is more than $1,000 for at least one Trading Day during the period for which there was incomplete or inaccurate Meter Data.

\* \* \*

**APPENDIX A – MASTER DEFINITION SUPPLEMENT**

\* \* \*

**Actual Settlement Quality Meter Data:** Settlement Quality Meter Data gathered, edited, validated, and submitted by the Scheduling Coordinators on behalf of Scheduling Coordinator Metered Entities.

\* \* \*

**CAISO Estimated Settlement Quality Meter Data:** Settlement Quality Meter Data estimated by the CAISO in accordance with Sections 10.3.6.1 and 11.1.5.

\* \* \*

**Incremental Change:** The change in dollar value of a specific Charge Code from the Initial Settlement Statement T+7~~33~~B~~D~~ to a subsequent Recalculation Settlement Statement ~~the Initial Settlement Statement Reissue or Recalculation Settlement Statement~~ including any new Charge Codes or Trading Day charges appearing for the first time on a ~~the Initial Settlement Statement, Reissue or Recalculation~~ Settlement Statement.

\* \* \*

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

**Initial Settlement Statement T+7~~38~~B~~D~~:** A Settlement Statement generated by the CAISO for the calculation of Settlements for a given Trading Day, which is published on the seventh ~~thirty eight~~ Business Day from the relevant Trading Day (T+7~~38~~B~~D~~) and is prior to the Invoice or Payment Advice published for the relevant bill period.

\* \* \*

**Recalculation Settlement Statement ~~Re-run~~:** The re-calculation of a Settlement Statement in accordance with the provisions of the CAISO Tariff which includes the Recalculation Settlement Statement T+38B, the Recalculation Settlement Statement T+76B, the Recalculation Settlement Statement T+18M, the Recalculation Settlement Statement T+35M, the Recalculation Settlement Statement T+36M or any other Recalculation Settlement Statement authorized by the CAISO Governing Board.

**Recalculation Settlement Statement T+38B:** The reissue of an Initial Settlement Statement T+7~~38~~B~~D~~ by the CAISO on the thirty-eighth ~~fifty-first~~ (38th~~51st~~) Business Day from the relevant Trading Day. ~~(T+51BD) if T+51BD falls on a calendar day that is after the day the Invoice or Payment Advice for the bill period containing the relevant Trading Day is scheduled to publish.~~

**Recalculation Settlement Statement T+76B~~D~~:** The reissue of an Initial Settlement Statement T+7BD ~~Reissue~~ or a~~the~~ Recalculation Settlement Statement T+38 BD by the CAISO on the seventy-sixth (76th) Business Day from the relevant Trading Day (T+76BD).

**Recalculation Settlement Statement T+18M:** The reissue of an Initial Settlement Statement T+7~~38~~B~~D~~, a Recalculation Settlement Statement T+38 B, or a Recalculation Settlement Statement T+76B on the business day eighteen (18) calendar months from the relevant Trading Day (T+18M)~~by the CAISO on the fifty-first (51st) Business Day from the relevant Trading Day (T+51BD) if T+51BD falls on a calendar day that is after the day the invoice or Payment Advice for the bill period containing the relevant Trading Day is scheduled to publish~~.

**Recalculation Settlement Statement T+35M~~76BD~~:** The reissue of an Initial Settlement Statement T+7B, a Recalculation Settlement Statement T+38 B, a Recalculation Settlement Statement T+76B, or a Recalculation Settlement Statement T+18M on the business day thirty-five (35) calendar months ~~Reissue or the Recalculation Settlement Statement by the CAISO on the seventy-sixth (76th) Business Day~~ from the relevant Trading Day (T+35M~~76BD~~).

**Recalculation Settlement Statement T+36M:** The reissue of an Initial Settlement Statement T+7B, a Recalculation Settlement Statement T+38 B, a Recalculation Settlement Statement T+76B, a Recalculation Settlement Statement T+18M or a Recalculation Settlement Statement T+35M on the business day thirty-six (36) calendar months from the relevant Trading Day (T+36M).

\* \* \*

**Scheduling Coordinator Estimated Settlement Quality Meter Data**: Settlement Quality Meter Data estimated and submitted by the Scheduling Coordinators on behalf of Scheduling Coordinator Metered Entities.

\* \* \*

**Settlement Statement:** Any one of the following: Initial Settlement Statement T+7B, Recalculation Settlement Statement T+38B~~D~~, ~~Initial Settlement Statement Reissue,~~ Recalculation Settlement Statement T+76B,  ~~and~~ Recalculation Settlement Statement T+18M, Recalculation Settlement Statement T+35M, Recalculation Settlement Statement T+36M, or any other Recalculation Settlement Statement authorized by the CAISO Governing Board~~76BD~~.

\* \* \*

**Total Estimated Metered Demand (TEMD):**  Total Estimated Metered Demand is equal to the sum of the value ofSC submitted metered Demand, CAISO polled estimated Settlement quality metered Demand, and Scheduled Demand for un-submitted metered Demand at T+5B.

**\* \* \***

**APPENDIX H**

**GRANDFATHERED METERING AND SETTLEMENT PROVISIONS**

**FOR TRADE DATES PRIOR TO [PA EFFECTIVE DATE]**

**1. Gandfathering of Metering and Settlement Provisions for Trade Dates Prior To [PA EFFECTIVE DATE].**

Notwithstanding any other provisions of the CAISO Tariff the following provisions shall apply to transactions conducted prior to **[PA EFFECTIVE DATE]. {THESE ARE THE PRE PA PROVISIONS CURRENTLY IN EFFECT}.** In all other respects, the CAISO Tariff, including the provisions of Section 10 and Section 11 not covered by this Appendix O, will apply to transactions that occurred prior to **[PA EFFECTIVE DATE].**

**10.3.6 Timing of Meter Data Submission.**

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

**11.1.4 Calculations of Settlements.**

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

**11.29 Billing and Payment Process.**

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

**11.29.1** The billing and payment process shall be based on the issuance of Initial Settlement Statement T+38BD, Initial Settlement Statement Reissue, Recalculation Settlement Statement and the Recalculation Settlement Statement T+76BD for each Settlement Period in each Trading Day.

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

**11.29.5 General Principles for Production of Settlement Statements.**

**11.29.5.1 Basis of Settlement.**

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

**11.29.5.2 Right to Dispute.**

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

**11.29.7 Settlements Cycle.**

**11.29.7.1 Timing of the Settlements Process.**

**11.29.7.1.1 Initial Settlement Statement T+38BD.**

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

(a) the amount payable or receivable by the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge referred to in Section 11 for each Settlement Period in the relevant Trading Day;

(b) the total amount payable or receivable by that Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO for each charge for all Settlement Periods in that Trading Day after the amounts payable and the amounts receivable under (a) have been netted off pursuant to Section 11.29; and

(c) the components of each charge in each Settlement Period except for information contained in the Imbalance Energy report referred to in this Section 11.29.7.1.1.

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

**11.29.7.1.2** Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall have a period of eight (8) Business Days from the issuance of an Initial Settlement Statement during which it may review the Initial Settlement Statement T+38BD and notify the CAISO of any errors. No later than fifty-one (51) Business Days after the Trading Day to which it relates, the CAISO shall issue an Initial Settlement Statement Reissue or a Recalculation Settlement Statement to each Scheduling Coordinator or CRR Holder for that Trading Day.

**11.29.7.1.3 Initial Settlement Statement Reissues and Recalculation Settlement Statements.**

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

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

**11.29.7.2 Basis for Billing and Payment.**

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

**11.29.7.2.1 Elimination of Invoices under $10.00.**

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

**11.29.7.3 Settlement Statement Re-runs and Post Final Adjustments.**

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

**11.29.7.3.1** If a Settlement Statement Re-run is ordered by the CAISO Governing Board, the CAISO shall arrange to have the Settlement Statement Re-run carried out as soon as is reasonably practicable following the CAISO Governing Board’s order, subject to the availability of staff and computer time, compatible software, appropriate data and other resources.

**11.29.7.3.2** The cost of a Settlement Statement Re-run shall be borne by the Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO requesting it, unless the Settlement Statement Re-run was needed due to a clerical oversight or error on the part of the CAISO staff.

**11.29.7.3.3** Where a Settlement Statement Re-run indicates that the accounts of Scheduling Coordinators, CRR Holders, Black Start Generators, or Participating TOs should be debited or credited to reflect alterations to Settlements previously made under this CAISO Tariff, for those Scheduling Coordinators, CRR Holders, Black Start Generators, or Participating TOs affected by the statement rerun, the CAISO shall reflect the amounts to be debited or credited in the next subsequent Recalculation Settlement Statement that it issues following the Settlement Statement Re-run to which the provisions of this Section 11 apply.

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

**11.29.8 Confirmation and Validation.**

**11.29.8.1 Confirmation.**

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

**11.29.8.2 Validation.**

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

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

**11.29.8.3 Validation of Initial Settlement Statement Reissue and Recalculation Settlement**

**Statements.**

Each Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall have the opportunity to review the Incremental Changes that appear on the Initial Settlement Statement Reissue and Recalculation Settlement Statement that it receives. The Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO shall be deemed to have validated the Incremental Changes on each Initial Settlement Statement Reissue and Recalculation Settlement Statement unless it has raised a dispute or reported an exception regarding those Incremental Changes within ten (10) Business Days from the date of issuance. Once validated, the Incremental Changes on the Initial Settlement Statement Reissue and Recalculation Settlement Statement shall be binding on the Scheduling Coordinator, CRR Holder, Black Start Generator or Participating TO to which it relates, unless the CAISO performs a Settlement Statement Re-run pursuant to Section 11.29.7.3. The notice of dispute shall state clearly the Trading Day, the issue date of the Initial Settlement Statement Reissue and Recalculation Settlement Statement, the item disputed, the reasons for the dispute, the amount claimed (if appropriate) and shall be accompanied with all available evidence reasonably required to support the claim. The only Recalculation Settlement Statement that cannot be disputed is the one issued on T+59BD.

**11.29.8.4 Recurring Disputes or Exceptions.**

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

**11.29.8.5 Amendment.**

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

**11.29.8.6 CAISO Contact.**

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

**11.29.10 Billing and Payment.**

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

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

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

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

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

**11.29.10.1 Emergency Procedures.**

**11.29.10.2 Use of Estimated Data.**

In the event of an emergency or a failure of any of the CAISO software or business systems, the CAISO may use estimated Settlement Statements and Invoices and Payment Advices and may implement any temporary variation of the timing requirements relating to the Settlement and billing process contained in the CAISO Tariff. Details of the variation and the method chosen to produce estimated data, Settlement Statements and Invoices and Payment Advices will be published on the CAISO Website.

**11.29.10.3 Payment of Estimated Statements and Invoices.**

When estimated Settlement Statements and Invoices or Payment Advices are issued by the CAISO, payments between the CAISO and Market Participants shall be made on an estimated basis and the necessary corrections shall be made by the CAISO as soon as practicable. The corrections will be reflected as soon as practicable in later Settlement Statements and Invoices and Payment Advices issued by the CAISO. Failure to make such estimated payments shall result in the same consequences as a failure to make actual payments.

**11.29.10.4 Validation and Correction of Estimated Statements and Invoices.**

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

**11.29.10.5 Estimated Statements to be Final.**

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

**11.29.21.2 Evidence of Unpaid Amount.**

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

**11.29.23 Communications.**

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

**11.29.24 CAISO Payments Calendar.**

**11.29.24.1 Preparation.**

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

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

(b) The date on which the CAISO will issue Initial Settlement Statements and Invoices and Payment Advices to Scheduling Coordinators or CRR Holders, Black Start Generators and Participating TOs for that Trading Day;

(c) The date by which Scheduling Coordinators, CRR Holders, Black Start Generators and Participating TOs are required to notify the CAISO of any disputes in relation to their Initial Settlement Statements pursuant to Section 11.29.8.2;

(d) The date on which the CAISO will issue the Initial Settlement Statement Reissue and Recalculation Settlement Statements for T+51BD, T+59BD and T+76BD, and Invoices and Payment Advices to Scheduling Coordinators, CRR Holders, Black Start Generators and Participating TOs for that Trading Day;

(e) The date and time by which CAISO Debtors are required to have made payments into the CAISO Clearing Account in payment of Invoices for that Trading Day;

(f) The dates and times on which CAISO Creditors will receive payments from the CAISO Clearing Account of amounts owing to them for that Trading Day; and

(g) In relation to Reliability Must-Run Charges and RMR Payments, the details set out in paragraph 3 of Appendix N, Part J.

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

**2. Definitions**

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

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

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

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

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

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

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