

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
California Independent System
Operator Corporation
Docket No. ER25-2865-000

Issued: September 3, 2025

William H. Weaver
California Independent System Operator Corporation
250 Outcropping Way
Folsom, CA 95630

Reference: Deficiency Letter

On July 16, 2025, the California Independent System Operator Corporation (CAISO) filed a non-conforming Large Generator Interconnection Agreement by and among San Diego Gas & Electric Company, Arlington Valley Solar Energy, LLC (Saddle Mountain Solar), and itself (Saddle Mountain LGIA). CAISO states that the Saddle Mountain LGIA, which provides for the interconnection of Saddle Mountain Solar's photovoltaic generating facility to the CAISO-operated grid transmission system, is being filed as non-conforming because it contains various new or revised defined terms that are not included in CAISO's *pro forma* LGIA.

Please be advised that this filing is deficient, and that additional information is necessary to process the filing. Please provide the information requested below.

As required by Order No. 2003-B,¹ transmission providers must provide a redlined agreement outlining the deviations from *pro forma* language and explain its justification for each non-conforming provision (i.e. demonstrate that the changes are necessary).² Further, the Commission has stated that "a transmission provider seeking a case-specific

¹ Order No. 2003-B, 109 FERC ¶ 61,287 at P 140.

² *Renewable World Energies, LLC*, 176 FERC ¶ 61,140, at P 20 (2021); *Sw. Power Pool, Inc.*, 133 FERC ¶ 61,084 at P 6; *Sw. Power Pool, Inc.*, 132 FERC ¶ 61,062 at P 3; *PJM Interconnection, L.L.C.*, 111 FERC ¶ 61,163 at P 18.

deviation from its *pro forma* interconnection agreement bears a high burden to justify and explain that its changes are not merely ‘consistent with or superior to’ the *pro forma* agreement, but are necessary changes.”³

1. Please provide a redline document comparing the Saddle Mountain LGIA to CAISO’s *pro forma* LGIA, as required by Order No. 2003-B.
2. In your transmittal, you explain that article 1 of the LGIA contains four newly-defined, non-conforming definitions⁴ and six newly-revised, non-conforming definitions,⁵ however, you do not provide an explanation for the numerous additional non-conforming terms, including, *but not limited to*, (1) Area Delivery Network Upgrade; (2) Conditionally Assigned Network Upgrade; (3) Generator Interconnection and Deliverability Allocation Procedures; (4) Interconnection Reliability Network Upgrades; (5) Option (A) Generating Facilities; (6) Option (B) Generating Facilities; and (7) Variable Energy Resource.
 - a. Please explain why each of the additional non-conforming definitions are necessary in the context of the Saddle Mountain LGIA.
3. The proposed LGIA includes additional unexplained, non-conforming deviations, including, *but not limited to*, the provisions in articles 2.4 (Termination Costs), 5.1 (Options), 5.20 (Annual Reassessment Process), 8.4 (Provision of Data from a Variable Energy Resource), 9.6 (Reactive Power), 11.3 (Network Upgrades and Distribution Upgrades), 11.4.1.1 (Repayment of Amounts Advanced Regarding Non-Phased Generating Facilities), and 18.3.1 (Workers Compensation Insurance and Employers Liability).
 - a. Please explain why each of the non-conforming provisions are necessary in the context of the Saddle Mountain LGIA.

³ See *Northwestern Corp.*, 166 FERC ¶ 61,023, at P 23 n.30 (2019) (quoting *Sw. Power Pool, Inc.*, 132 FERC ¶ 61,062, at P 3 (2010)).

⁴ The newly-defined terms are (1) ANPP Hassayampa Switchyard Interconnection Agreement; (2) ANPP Switchyard Participants; (3) Hassayampa Switchyard; and (4) Interconnection Customer.

⁵ The newly-revised terms are (1) Interconnection Customer’s Interconnection Facilities; (2) Interconnection Facilities; (3) Interconnection Service; (4) Participating TO’s Reliability Network Upgrades; (5) Point of Change in Ownership; and (6) Point of Interconnection.

This letter is issued pursuant to delegated authority, 18 C.F.R. § 375.307(a)(1)(v) and is interlocutory. This letter is not subject to rehearing pursuant to 18 C.F.R. § 385.713. CAISO must respond to this letter within 30 days of the date of this letter by making an amendment filing in accordance with the Commission's electronic tariff requirements.⁶

The filing requested in this letter will constitute an amendment to the filing, and a new filing date will be established, pursuant to *Duke Power Company*, 57 FERC ¶ 61,215 (1991), upon receipt of CAISO's electronic tariff filing. A notice of amendment will be issued upon receipt of the response.

Failure to respond to this deficiency letter within the time period specified, and in the manner directed above, may result in an order rejecting the filing. Until receipt of the amendment filing, a new filing date will not be assigned to this case.

Issued by: Amery S. Poré, Director, Division of Electric Power Regulation – West

⁶ *Electronic Tariff Filings*, 130 FERC ¶ 61,047, at PP 3-8 (2010) (an amendment filing must include at least one tariff record even though a tariff revision might not otherwise be needed). The response must be filed using Type of Filing Code 180 – Deficiency Filing. If there are no changes to tariff records, CAISO can attach a single tariff record with no changes.