

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

California Independent System) Docket No. ER17-2402-000
Operator Corporation)

**ANSWER OF THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

The California Independent System Operator Corporation (“CAISO”) respectfully submits its answer to the comments filed in the above-identified docket.¹ This proceeding concerns the CAISO’s filing of the Generator Scheduling Agreement (“Agreement”) between the CAISO and the Western Area Power Administration – Sierra Nevada Region (“Western”), which sets forth the terms under which Western will submit self-schedules into the CAISO market for the O’Neill Pump-Generating Plant (“O’Neill”), which will be used solely to supply Western’s native pump load. As explained below, no intervenor protested the Generator Scheduling Agreement, argued that it should be modified, or otherwise requested any action by the Commission. Therefore, the Commission should accept the Generator Scheduling Agreement as filed and without condition.

I. Answer

Pacific Gas and Electric Company (“PG&E”) and Western filed comments on the Agreement.² Western expressed its support of the filing. The comments provided by PG&E do not address the agreement, itself, but rather speculate

¹ The CAISO submits this answer pursuant to Rule 213 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.213.

² Southern California Edison Company, Modesto Irrigation District, the City of Santa Clara, and the City of Redding each filed Motions to Intervene in this proceeding but did not provide any comments.

about potential effects that Western's departure from the CAISO balancing authority area may have on its existing interconnections.

The CAISO acknowledges PG&E's desire to receive further clarification of the impact that O'Neill's transition from CAISO to the Balancing Authority of Northern California ("BANC") will have on its current interconnections and transmission access charge ("TAC") revenue. However, the purpose of the Generator Scheduling Agreement is to establish a short-term, interim approach to govern the scheduling of O'Neill while Western completes the interconnection of O'Neill within BANC. Nothing in the Generator Scheduling Agreement concerns PGE's own interconnections and TAC revenue. PG&E's comments are premature and beyond the scope of this proceeding. Accordingly, the Commission should accept the Generator Scheduling Agreement without condition or modification, and forgo consideration of the issues raised by PG&E that do not bear on the justness and reasonableness of the Agreement.

II. Conclusion

For the foregoing reasons, the CAISO requests that the Commission accept the Generator Scheduling Agreement as filed and without condition.

Respectfully submitted,

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Dated: September 29, 2017

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing document upon all of the parties listed on the official service list for the above-referenced proceeding, pursuant to the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2010).

Dated at Folsom, California, this 29th day of September, 2017.

/s/ Grace Clark
Grace Clark