

**COMMENTS OF THE CITIES OF ANAHEIM, AZUSA, BANNING, COLTON,  
PASADENA, AND RIVERSIDE, CALIFORNIA ON DRAFT TARIFF  
CLARIFICATIONS POSTED NOVEMBER 26, 2019**

In response to the ISO’s request, the Cities of Anaheim, Azusa, Banning, Colton, Pasadena, and Riverside, California (the “Six Cities”) submit the following comments on the draft tariff clarifications posted on November 26, 2019:

Section 10.3.6.4	The second sentence of the section as revised remains confusing. The Six Cities recommend revising the second sentence of the section to read as follows: “Scheduling Coordinators submitting Actual Settlement Quality Meter Data <u>after forty-eight Business Days after the Trading Day (T+48B)</u> but <del>during the period, from T+168B up to T+172B, which is more than forty-eight (48) Business Days after the Trading Day (T+48B)</del> have failed to provide complete and accurate Settlement Quality Meter Data as required by Section 37.5.2.1 and will be subject to monetary penalty pursuant to Section 37.5.2.2.”
Section 19.7(e)(3)	In order to avoid a confusing double negative, the Six Cities recommend that the opening phrase of the section read, “If payment is not received by <u>no later than 21 the last-Business Days after an RC Services Invoice is issued in January, . . .</u> ”
Appendix A – Minimum Dispatchable Level	The explanation for the revision does not appear to track the proposed language for the definition.
Appendix U, § 3.9.1, first sentence	The proposed language as revised remains unclear. The Six Cities recommend that the CAISO instead use the language proposed for Appendix DD, Section 7.5.13.1, first sentence.
Appendix U, §§ 4.4.6, 6.4, 7.6, 10.1	For clarity, the Six Cities suggest the following revisions:  Notwithstanding any other provision, all refunds pursuant to this Appendix <del>DD</del> <u>U</u> will be processed in accordance with the CAISO’s generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to

	facilitate <del>its</del> <u>the Interconnection Customer's</u> refund, or if the Interconnection Customer has any outstanding invoice balance due <u>to</u> the CAISO on another project owned by the same Interconnection Customer.
Appendix U, § 4.4.7	While not identified in the CAISO's matrix of posted revisions, the Six Cities identified an error in the first line of this section. Specifically, the first line appears to be missing a word that may be "response" ( <i>i.e.</i> , "The CAISO's <u>response</u> to modifications requested ...").
Appendix V, Appendix D	In the sixth and seventh lines of the text, strike "the recommendations offered by."
Appendix Y, § 3.10.1, first sentence	The proposed language as revised remains unclear. The Six Cities recommend that the CAISO instead use the language proposed for Appendix DD, Section 7.5.13.1, first sentence.
Appendix Y, § 6.9.2.3	For clarity, the Six Cities suggest the following revisions:  Notwithstanding any other provision, all refunds pursuant to this Appendix <del>DD</del> <u>Y</u> will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate <del>its</del> <u>the Interconnection Customer's</u> refund, or if the Interconnection Customer has any outstanding invoice balance due <u>to</u> the CAISO on another project owned by the same Interconnection Customer.
Appendix DD, §§ 3.5.1.1, 6.7.2.3, 8.9.2, 14.2.4.2	For clarity, the Six Cities suggest the following revisions:  Notwithstanding any other provision, all refunds pursuant to this Appendix DD will be processed in accordance with the CAISO's generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate <del>its</del> <u>the Interconnection Customer's</u> refund, or if the Interconnection Customer has any outstanding invoice balance due <u>to</u> the CAISO on another project owned by the same Interconnection Customer.

Appendix DD, § 3.5.1.1(b)	The sixth line appears to have a missing word (or words) after “this”.
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