

Section	Party	Comment	ISO Response	Round of Comments
29.1(a)	PG&E	At other parts of the Tariff, imbalance energy is capitalized, indicating a defined term. The CAISO should be consistent here and either use existing defined terms or create new ones if needed to specify what imbalance energy means here.	The ISO will engage in a comprehensive review and reconciliation of defined terms for the next draft.	1st
29.1(a)	Six Cities	At the end of the section, insert “with the CAISO (“EIM Entity”).”	This change is not necessary and may cause confusion with the defined term “EIM Entity” in Appendix A.	1st
29.1(a)	WPTF	Circular?	This is intended to reflect that Section 29 contains the provisions associated with the EIM and is not circular.	1st
29.1(b)(2)	PAC	<p>A. Interaction Between Section 29 and Other Sections of the ISO Tariff</p> <p>A significant element in reviewing the Draft Tariff for EIM is to determine how Section 29, which PacifiCorp understands is intended to encompass <i>all</i> of the rights and obligations of EIM participants, interacts with and relates to the other sections of the ISO Tariff. On the one hand, PacifiCorp appreciates the ISO’s desire to avoid duplicating requirements of the ISO Tariff (other than Section 29) that apply to EIM participants. Taken to an extreme, such duplication could effectively result in two ISO tariffs: one for EIM participants and one for other ISO participants or members. By contrast, it is critically important that EIM participants clearly understand their rights and obligations under the ISO’s tariff—both in Section 29 and any other applicable sections. This clarity will provide for more efficient and broad-based participation in EIM, as well as facilitate an independent governance structure for EIM.</p> <p>The Draft Tariff, in Section 29,1(b)(2), proposes to describe the interaction between the ISO Tariff and Section 29 by stating that other provisions of the ISO Tariff apply to the extent such provisions: (1) expressly refer to Section 29 or EIM Market Participants; (2) are cross-referenced in Section 29; or (3) otherwise by their terms apply to EIM</p>	<p>The ISO acknowledges PacifiCorp’s concern and specific examples, and commits to undertake revisions in section 29 to more precisely reference tariff sections applicable to EIM scheduling coordinators and participants. In addition, the ISO will review all defined terms and references in the tariff to ensure appropriate characterization and distinction, and will consider whether some revision to section 29.1(b)(2) may be appropriate, although does not commit to do so here.</p> <p>29.6(b) – The ISO will only issue dispatch instructions to EIM Participating Resources to the extent they have bids in the real time market. This limitation is effective because 29.6(b) uses defined terms of Generator, etc., that are limited to the CAISO Controlled Grid. The ISO is examining whether to revise those definitions and will , incorporate this limitation by definition, reference or exclusion to the degree necessary.</p> <p>29.9(a) – The ISO does not approve generation or transmission outages as the EIM market operator. This provision should have read, “Section 9 shall not apply to EIM Market Participants in their capacities as such, except as provided in Section 29.9(e).” The ISO will revise this introductory language and confirm the continued appropriateness</p>	1st

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		<p>Market Participants. Further, if there is a conflict between a provision in Section 29 and another provision of the ISO Tariff regarding the rights or obligations of EIM Market Participants, the provision in Section 29 shall prevail to the extent of the inconsistency. For reasons more fully described below, both the first and third provisions may prove challenging.</p> <p>PacifiCorp proposes that the ISO Tariff state that, unless specifically referenced in Section 29, provisions of the ISO Tariff <i>do not</i> apply. This approach would be consistent with the ISO’s desire to reduce redundancy and the potential for inconsistency while also ensuring all of the EIM requirements are contained in Section 29 and that inadvertent application of ISO Tariff provisions is avoided. PacifiCorp understands that this may involve a significant undertaking to identify all ISO Tariff provisions that are applicable to EIM participants. However, containing all EIM-related rights and obligations in Section 29 of the ISO Tariff would facilitate easier modifications to EIM provisions in the future by avoiding the need for corresponding changes to other ISO Tariff sections. In addition, by containing all of the EIM requirements in Section 29, EIM participants would be relieved of the significant burden of having to monitor all future modifications of the entire ISO Tariff to the extent such changes (other than in Section 29) may implicate their rights and obligations as an EIM participant. This type of burden may ultimately discourage participation in the EIM by some entities.</p> <p>It is also important for the sections of the ISO Tariff that contain the rights and obligations of EIM participants to be clearly identifiable in light of the possible shift to an independent governance structure for EIM. Having as much of the EIM requirements and obligations in Section 29 will help to minimize uncertainty regarding the scope of the independent governance structure, among other things. Accordingly, a reasonable balance must be struck between detailed cross-referencing and the integration of all relevant EIM provisions into Section 29.</p>	<p>of the references.</p> <p>29.9(b)(1) – The above correction will address this issue.</p> <p>29.11(a) - EIM specific charges will be provided in Section 29. Other charges applicable to participation in the real time market generally will be provided by more specific reference to Section 11 here in section 29.11. Settlement timelines and billing procedures will also be provided by more specific reference to section 11 here in section 29.11, and particularly section 29.11(l). The ISO will clarify this provision accordingly.</p> <p>29.11(f)(3)(A) – The ISO will clarify this matter.</p> <p>29.34(1) Section 29.34(a) refers to the ISO’s operation of the EIM, not to the Market Participant’s obligations. The ISO will not perform A/S services for the EIM because the ISO’s A/S responsibilities under section 8 are limited to the ISO Controlled Grid. This ISO will seek to clarify this provision to eliminate any questions..</p> <p>EIMEA Section 3.2 – The participation provisions are intended to apply to EIM scheduling coordinators. The ISO expects to clarify this matter through its review of definitions.</p> <p>EIMEA Section 4.1 –.The ISO will seek to clarify the provisions outside of section 29 that apply to EIM Scheduling Coordinators, but does not consider it practical to identify every such section in section 29 and will seek to strike an appropriate balance.</p>	

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		<p>Finally, Section 29.1(b)(2)(B) states that other provisions of the ISO Tariff apply to the extent such provisions otherwise by their terms apply to EIM participants. As highlighted by the examples provided below, as currently presented in the Draft Tariff, this language may be too vague and ambiguous to provide parties a consistent framework for what sections of the ISO Tariff outside of Section 29 may apply to EIM. The task of determining which section of the ISO Tariff “applies by its own terms” is especially difficult because the Draft Final Proposal did not address the application of the ISO Tariff, even in principle. In this context, PacifiCorp would be supportive of the approach set forth in the Draft Tariff if cross-references are more specific (to the subsection level) and the extent to which entities must determine which sections of the ISO Tariff “apply by their own terms” is minimized or eliminated. PacifiCorp will continue to support the ISO in these efforts.</p> <p>Below is a non-exhaustive set of examples of how the above provisions may prove problematic:</p>		
29.1(b)(2)	Six Cities	<p>There is significant ambiguity with regard to the application of CAISO Tariff provisions other than those in Section 29 to EIM Market Participants. It appears from the definitions that EIM Scheduling Coordinators and EIM Participating Resources are also Market Participants. Under Section 29.1(b)(2)(C), are all CAISO Tariff provisions that are applicable to Market Participants applicable to such entities?</p>	<p>EIM participants are to be considered market participants and that EIM scheduling coordinators are to be considered scheduling coordinators. However, the ISO recognizes there may be some references that are not applicable and will revise section 29 to more precisely identify tariff sections that are not applicable to EIM scheduling coordinators and EIM participants. In addition, the ISO will review all defined terms and references in the tariff to ensure appropriate treatment. Finally, the ISO will consider whether some revision to the phrase “otherwise apply by their terms to EIM Market Participants” in section 29.1(b)(2), but is not sure that would be required if additional references, exclusions and definitions are included.</p>	1st
29.1(c)	PAC	<p>Section 29.1(c) Conflict Between Provisions</p> <p>PacifiCorp supports the proposed conflict language in concept: the language in Section 29 should appropriately prevail over inconsistent</p>	<p>The ISO is concerned that the proposed language may suggest that there is a difference between a conflict and an inconsistency in this context. The ISO will reword, “if there is an inconsistency between a provision in Section 29 and another provision of the ISO Tariff</p>	1st

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		<p>language throughout the ISO Tariff. PacifiCorp recommends rewording the sentence to read: if there is a conflict between a provision in Section 29 and another provision of the ISO Tariff regarding the rights or obligations of EIM Market Participants, the provision in Section 29 shall prevail to the extent <i>there exists an</i> inconsistency.</p> <p>However, this language as currently drafted appears vague.</p>	<p>regarding the rights or obligations of EIM Market Participants, the provision in Section 29 shall prevail to the extent of the inconsistency.”</p>	
29.1(c)	Six Cities	<p>The Six Cities do not support the order of priority proposed in this section. Other CAISO Tariff provisions generally have been in place and, therefore, tested by time. The new, untested provisions of Section 29 should not trump other CAISO Tariff provisions.</p>	<p>Section 29 applies specifically to the EIM, while the remainder of the tariff applies generally. The ISO believes it is appropriate for the specific to control the general in order to avoid unintentional application of the remainder of the tariff to EIM Market Participants.</p>	1st
29.1(d)	PAC	<p>Section 29.1(d) Reversion</p> <p>This section allows the ISO to temporarily revert to pre-EIM operations within the first thirty days following the implementation date of the EIM for an EIM Entity, and to permanently revert to pre-EIM operations if issues identified during the temporary reversion cannot be resolved. PacifiCorp strongly urges the ISO to allow temporary or permanent reversion to occur outside of the first thirty days of implementation. It is critical that reversion be allowed when warranted regardless of the timeframe in which it occurs. It is challenging to predict future events that may impact operation of the EIM. In the event of unexpected circumstances that render the EIM inoperable (for whatever reason) the ISO and EIM Entities should have the ability to remedy any impacts. Reversion is a critical component of this remedy. PacifiCorp understands that the ISO is currently in the process of developing reversion protocols. The results of this development should be incorporated into the next version of Section 29. Though these sections need not be prescriptive, it is important that EIM Entities and market participants understand and are assured that potential risks associated with participation in EIM are mitigated through a reversion option. This is important for participation, as EIM Entities, such as PacifiCorp, must demonstrate that any potential</p>	<p>The reversion authority is extreme and should be limited to the first 30 days of EIM operation after implementation to guard against unforeseen and significant issues. Thereafter, other protective measures such as transfer limits would be in place and available to safeguard EIM entities. Each EIM entity would also have the option to withdraw from the EIM at any time by giving notice. It would be unusual for market reversion authority to be granted on an ongoing basis. The disruption authority that survives this initial reversion period is reflected in 29.7(h) and would cover such matters on an ongoing basis. That said, the ISO will work with each EIM entity through the implementation process to address any specific concerns and ensure coordination of any necessary actions.</p> <p>The ISO will shorten the public notice period to 5 days.</p>	1st

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		<p>harm to retail customers associated with participation the EIM will be mitigated. In addition, the ISO should allow an EIM Entity to initiate reversion to protect itself and its customers from unexpected circumstances.</p> <p>Reinstatement of EIM operations after temporary reversion should be by public notice no less than 5 days, rather than 10. This will allow for faster reinstatement. In addition, because the timing for reinstatement is shorter than that would normally be required for a filing with the Federal Energy Regulatory Commission (FERC), more detail with respect to the filing requirements for reinstating EIM operations following a permanent reversion would be helpful.</p>		
29.1(d)(1)	Powerex	<p>implies that CAISO alone will decide if the EIM operations are adversely impacting the EIM Area of any EIM BAA. However, each involved EIM BAA should have some say in this decision; it should not be CAISO's unilateral decision to make judgments as to areas outside of the CAISO footprint.</p>	<p>The ISO would certainly not continue the EIM over the justified objection of an EIM entity during this initial 30 day period, but as market operator the decision to temporarily revert should be vested with the ISO.</p>	1st
29.1(d)(1)	Six Cities	<p>In the first line of the section, change “thirty (30) days” to “ninety (90) days”. The window for potential reversion to pre-EIM operations should be longer than thirty days to allow the ISO to address issues that may not arise during the first thirty days of EIM operations.</p> <p>In the second line of the section, delete “implementation date” and insert in its place “commencement of transactions or operation”. This language makes clear that the commencement of the period for potential temporary reversion begins with actual transactions under the EIM.</p> <p>Change the last phrase in the section to read “. . . if market or system operational issues adversely impact the EIM Area, the CAISO Balancing Authority Area, or any EIM Entity Balancing Authority Area.” The ISO should have the ability to revert to pre-EIM operations if there are adverse impacts on the CAISO Balancing Authority Area as well as on</p>	<p>The ISO new market implemented in 2009 included reversion authority for a limited period and the ISO believes thirty days to be sufficient. However, the ISO will consider whether it may be appropriate to clarify that a temporary reversion may carry on beyond the 30 day period to allow more time to resolve the identified issue.</p> <p>The ISO will consider use of the phrase “the first trade-day” or some other appropriate reference instead of the term “implementation date”, which is the date specified in the implementation agreement entered into with a balancing authority that intends to join the EIM. Note that the reversion period would apply to each new EIM entity implementation, not just the initial PacifiCorp implementation.</p> <p>The ISO balancing authority area is included within the EIM area, but</p>	1st

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		any EIM Entity Balancing Authority Area.	will consider whether further clarification is warranted.	
29.1(d)(1)	WPTF	Under what conditions? Let's please discuss this at the tariff review meeting, as WPTF would like confirmation of what the objective here is beyond that already afforded by the tariff generally.	The ISO tariff does not generally permit reversion to a prior set of market rules. Similar limited authority was granted to the ISO at the start of the new market and this is designed to ensure a failsafe mechanism is in place for an EIM entity and the ISO to revert back in the even unanticipated and significant issues arise. It will be necessary for each EIM entity to include a parallel fall back provision in its OATT.	1st
29.1(d)(2)	Powerex	a permanent reversion to pre-EIM operations should require a FERC filing rather than being pursued solely by Market Notice.	The authority to revert is short lived and a FERC process should not be required unless the EIM will be reinstated.	1st
29.1(d)(2)	Six Cities	At the end of the first line, insert "EIM related" after "the".	The ISO will include this requested clarification.	1st
29.1(d)(2)	WPTF	Under what conditions? (See previous request for clarification at the meeting.)	The ISO would consider all possible options before permanently suspending the EIM and even this option would always be open to being revisited at a later point. However, the ISO should not be required to remain in a constant state of readiness if there are fundamental issues that can't be addressed.	1st
29.1(d)(3)(A)	WPTF	Has this policy been discussed? Please discuss at meeting.	The ISO believes this policy was generally discussed with the Board and stakeholders in the context of measures to mitigate unexpected issues, and views this authority consistent with past authority granted as noted above.	1st
29.2(a)(2)	PAC	Section 29.2(a)(2) Access to EIM PacifiCorp recommends that a definition of EIM Transmission Service Customer should be added to this section.	The ISO will include a definition for EIM Transmission Service Customer in Appendix A.	1st

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29.2(a)(2)	PG&E	The definition of EIM Transmission Service Provider, states that a third party transmission owner can make its transmission capacity available to use in EIM, not just the EIM Entity. This section should reflect that.	The ISO will clarify that third party rights are included here.	1st
29.2(a)(2)	Six Cities	Modify the last phrase of the section to read “based on its transmission ownership and <u>/or its contractual or administrative</u> rights.	The ISO will revise to read “ownership, contractual, or administrative rights,” but does not consider use of the phrase “and/or” to be necessary.	1st
29.2(b)	Powerex	This provides for CAISO to sign the implementation agreement to become an EIM entity. To afford a seamless transition to the ultimate governance, it should be clarified that such agreements should transfer to the ultimate governing entity without the need for any later CAISO approval.	The impact of any independent governance structure on the EIM tariff will be evaluated based on the ultimate structure and implemented accordingly. It is not necessary, nor appropriate to pre-dispose changes now that may later need to be changed again.	1st
29.2(b)(2)	Six Cities	In the second line, insert “within” after “FERC.”	The ISO considers the language to be clear as drafted.	1st
29.2(b)(3)	PAC	Section 29.2(b)(3) Implementation Period This section states that the ISO shall, in its discretion, determine the required length of the implementation period. While PacifiCorp agrees with this, PacifiCorp recommends that a sentence be added to end of paragraph that obligates the ISO to post this determination no later than 30 days, or other appropriate timeframe, following this determination. This will inform other EIM Entities and other affected parties of the timeframe under which a new EIM Entity will be incorporated into the EIM. This section should also include information on any application windows that the ISO may adopt.	The implementation date for each new EIM entity will be specified in the implementation agreement filed with FERC, which will serve as public notice.	1st
29.4(b)(3)	WPTF	EIM Entity Obligations. An EIM Entity shall--	The ISO will include this clarification.	1st

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29.4(b)(3)(F)	PG&E	QUESTION: Does only the EIM Entity observe transmission constraints or do third party transmission providers located in the BAA also observe transmission constraints? Who is responsible for ensuring that constraints are enforced?	The EIM Entity is responsible as part of its balancing authority responsibilities.	1st
29.4(b)(4)(B) and(C)	WPTF	Consider including in tariff lead time between notification and disabling?	The EIM Entity Agreement provides for 180 day notice and termination upon the effective date of the next scheduled network model build.	1st
29.4(c)(3)(A)	Six Cities	For clarity and consistency, change the first phrase to read “may represent a Market Participant other than an EIM Entity that is not an EIM Participating Resource, . . . ;”	This is addressed in the following Section 29.4(c)(3)(B) and is not necessary.	1st
29.4(c)(3)(A)	WPTF	What does this mean? Represent as an SC, or....?	This means that an EIM Entity SC may represent non-EIM market participants only if it enters into a standard Scheduling Coordinator Agreement.	1st
29.4(c)(3)(A) – (B)	Viasyn	Can ISO clarify why an EIM Entity SC cannot represent an EIM Participating Resource, but can represent a CAISO Participating Resource? Should not both cases be treated the same?	The ISO will make the prohibitions consistent.	1st
29.4(c)(3)(B)	WPTF	Why?	This is intended to ensure separation between the EIM Entity SC and Participating Resource SC to ensure consistency with the FERC standards of conduct. The ISO is proposing to revise this to exclude transmission providers that are subject to the standard of conduct.	1st
29.4(c)(3)(B), (c)(4)(D)	Powerex	29.4(c)(3)(B) and 29.4(c)(4)(D) appear to be internally inconsistent in that one states that an EIM Entity SC may not also be an EIM Participating Resource SC and the other discusses the EIM Entity SC registering for the EIM Participating Resources it represents. A	The provisions are consistent. The EIM Entity SC must register all the EIM Participating Resources in the EIM Entity in order to develop the market model, but that does not imply or require that it represent them as an SC.	1st

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		comparison of 29.4(e)(3)(B) versus 29.4(c)(4)(D) raises a similar issue.		
29.4(c)(3)(C)	WPTF	What does the ISO envision here?	It is important for the ISO to be assured that if an SC represents more than on EIM Entity, that each is aware of and consents to such representation.	1st
29.4(c)(4)	Six Cities	Consider modifying this section to delete sub-sections (C) through (H). Sub-sections (A) and (B) are general and comprehensive. In contrast, sub-sections (C) through (H) are simply some of the more important examples of the obligations encompassed under (A) and (B). If, however, the ISO prefers to retain sub-sections (C) through (H), consider adding a sub-section on the obligation to submit Base Schedules for the EIM Entity Balancing Authority Area.	The ISO will include another subparagraph with regard to the obligation to submit base schedules and other information.	1st
29.4(c)(4)(C)	WPTF	This seems vague. How would the ISO tell if an EIM SC had sufficiently done so?	The responsibility statements are inherently broad, and here intended to indicate each EIM Entity must have transmission available to participate	1st
29.4(c)(4)(D)	PAC	Section 29.4(c)(4)(D) Obligations This section states that the EIM Entity is responsible for registering both participating and nonparticipating resources. PacifiCorp agrees that the EIM Entity should be responsible for registering non-participating resources. However, the EIM Participating Resource Scheduling Coordinator should have the primary responsibility for registering participating resources. While the EIM Participating Resource Scheduling Coordinator should have primary responsibility, the EIM Entity should also be included in the registration process to ensure that the EIM Entity has sufficient information regarding participating resources. This could occur through a simultaneous registration process to the ISO and the EIM Entity or, alternatively, the ISO could transmit its	The ISO agrees there necessarily must be coordination and communication with respect to the registration of participating resources; however, the ISO must be able to ensure consistency. There are two steps: (1) establishing the market model which is the responsibility of the EIM Entity and (2) participation in the market, which is the responsibility of EIM Participating Resource SC. The ISO will consider whether some further clarification of this process would be appropriate in the tariff, and will include further details in the BPM.	1st

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		master resource data file to the appropriate EIM Entity when a registration occurs.		
29.4(c)(4)(D)	WPTF	Does this make sense given 3 (B) above?	It is important the ISO have a cross check for all EIM Participating Resources since they will be included in the base schedule of the EIM Entity. The ISO will consider whether some further clarification of this process would be appropriate in the tariff, and will include further details in the BPM.	1st
29.4(c)(4)(E)	PAC	Section 29.4(c)(4)(E) Obligations This section requires schedule submission 20 minutes in advance of the operating interval. However, "Operating interval" is not a defined term. The ISO should consider adding "operating interval" as a defined term or revising this section to specify which operating interval is referenced.	The ISO will include a definition for operating interval or substitute a defined term.	1st
29.4(c)(4)(F)	WPTF	What does this add in the ISO tariff?	ISO Tariff does not include provisions applicable to the EIM Entity SC. The responsibility statements are inherently broad, and here intended to indicate that each EIM Entity must manage its curtailments, etc.	1st
29.4(d)(1)	PG&E	Are these defined terms? If so, they should be capitalized.	The ISO is working to develop further requirements that will recognize what criteria these resources are expected to meet in order to count as "energy" in the EIM.	1st
29.4(d)(1)(C)	Powerex	Requiring that EIM Participating Resources meet CARB registration and reporting requirements will create jurisdictional issues for some participants and exclude certain entities from participation. Powerex urges the CAISO to consider and adopt alternatives that would not artificially constrain EIM participation through this requirement.	The ISO will delete this requirement and consider alternatives that would make clear the compliance obligation is to CARB and not the ISO.	1st
29.4(d)(1)(C)	WPTF	Is odd that this would be in the ISO tariff and not just given by ARB rules? Why include in tariff? Instead it would be appropriate to be	The ISO proposes to remove specific CARB requirements and focus on	1st

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		explicit in the tariff that the net energy imported into CA will be considered an import under the cap and trade policies.	ISO tariff requirements as noted above.	
29.4(d)(1)(C) and (d)(3)(D)	Six Cities	Conform the terminology for references to the Air Resources Board	The ISO will conform this terminology.	1st
29.4(d)(3)(D)	Powerex	Registration with the California EPA is not required of other imports in the CAISO tariff and does not appear necessary for EIM. As indicated earlier, this is not a California-only market; participants are not being required to subject themselves to the jurisdiction of other states' regulatory agencies. This requirement should be explained and justified or abandoned as requirements such as these will impede participation and EIM success.	EIM Participating Resources will need to comply with CARB requirements to the extent they are dispatched to serve California load. However, the ISO will delete this requirement and consider whether any alternative ISO specific requirements would be appropriate.	1st
29.4(e)	SCE	Should this also apply to regular SC that schedule EIM resources?	The requirements for representing an EIM Entity or EIM Participating Resources are different and a separate Scheduling Coordinator Agreement will be required.	1st
29.4(e)(3)(A)	Six Cities	For clarity and consistency, change the first phrase to read "may represent a Market Participant other than an EIM Participating Resource that is not an EIM Entity, . . . ;"	This is addressed in the next subsection 29.4(e)(3)(B) is clear as drafted.	1st
29.4(e)(3)(B)	WPTF	Similar to above, why?	This is the reciprocal requirement and is necessary to ensure separation of function as discussed above.	1st
29.4(e)(3)(C)	Viasyn	Can ISO clarify this requirement? This is not required for existing SCs representing CAISO Participating Resources and will not be required for EIM PR SCs that represent CAISO Participating Resources. This appears unduly burdensome and unnecessary.	The ISO does not consider this to be a burdensome requirement but will further consider whether it is necessary for EIM participating resources as it would be for EIM entities.	1st
29.4(e)(4)(C)	WPTF	Why is this an ISO-defined responsibility of the SC? It seems like a role	It may be obtained by the resource, but is required for participation in the EIM and therefore would be incumbent on the SC to obtain or know	1st

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		for the resource owner.	the resource has obtained. However, the ISO will consider whether it would be appropriate to shift this requirement to the participating resource.	
29.4(e)(4)(E)	PG&E	<p>(4) Obligations. An EIM Participating Resource Scheduling Coordinator must–</p> <p>(A) perform the obligations of an EIM Participating Resource Scheduling Coordinator under the EIM Participating Resource Scheduling Coordinator Agreement and Section 29;</p> <p>(B) perform the obligations of a Scheduling Coordinator under such other provisions of the CAISO Tariff as apply by their own terms, except as specifically provided otherwise;</p> <p>(C) obtain any transmission service necessary for the entity it represents to participate in the EIM under the terms of the CAISO Tariff or the tariff of another transmission service provider, as applicable;</p> <p>(D) register in the manner set forth in the Business Practice Manual, all EIM Participating Resources that it represents, provide such information to the EIM Entity Scheduling Coordinator, and update such information in a timely manner; and</p> <p>(E) register in the Compliance Instrument Tracking System Service of the California Environmental Protection Agency Air Resources Board; and</p> <p>(F) ensure that the EIM Participating Resources it represents are registered in the Compliance Instrument Tracking System</p>	The ISO proposes to not to include requirements associated with compliance with greenhouse gas obligations consistent with the greenhouse gas compliance discussion above. .	1st

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		<p>Service of the California Environmental Protection Agency Air Resources Board.</p> <p>One important obligation is missing from this section, which is that an EIM Participating Resource Scheduling Coordinator must also register in the Compliance Instrument Tracking System Service of the California Environmental Protection Agency Air Resources Board. This is specified on page 85 of the EIM Draft Final Proposal.</p>		
29.4(e)(4)(E)	SCE	<p>The CAISO tariff should not be used to enforce an obligation onto Schedule Coordinators (SC) to ensure compliance with CARB's regulation. Furthermore, registration with a CARB compliance system is not necessary for schedule coordinator operations with the CAISO, therefore it is unnecessary. It is unreasonable to place this requirement upon SCs.</p> <p>This is not necessary for SC operation with the CAISO and settlement. Thus why is it a SC obligation to ensure EIMPR compliance? CARB should do their own enforcement. There are numerous regulations applicable to generators. Why is a resource's compliance with CARB being forced upon SC?</p> <p>Proposed Deletion:</p> <p>(E) — ensure that the EIM Participating Resources it represents are registered in the Compliance Instrument Tracking System Service of the California Environmental Protection Agency Air Resources Board.</p>	This requirement will be deleted as requested and discussed above.	1st
29.4(e)(4)(E)	SCE	Does an existing Schedule Coordinator in the CAISO market need to sign a separate EIM Scheduling Coordinator agreement?	Yes	1st
29.4(e)(4)(E)	Six Cities	Conform the terminology for the reference to the Air Resources Board to	The ISO will conform this terminology.	1st

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		the term used in Sections 29.4(d)(1)(C) and (d)(3)(D)		
29.6(b)	PAC	<p>1. Section 29.6(b) EIM Communications and OASIS</p> <p>This section states that Section 6 shall govern communications and information availability regarding the EIM to the extent it applies by its own terms except that (1) references to internal resources shall be deemed to include EIM Participating Resources; and (2) references in Sections 6.2.2.1 and 6.5.2.1 to the CAISO Controlled Grid shall be deemed references to the EIM Area.</p> <p>Section 6.3.1 of the ISO Tariff, which per Section 29 would apply to EIM if it “applies by its own terms,” refers to the ISO’s ability to give dispatch instructions directly to the operators of generating units and other resources in situations of deteriorating system conditions or emergency. However, PacifiCorp understands that under the Draft Final Proposal, the ISO will not communicate directly with operators of generating units in this manner. Rather, the EIM Entity will maintain its Balancing Authority responsibilities and communicate instructions directly to resources within its Balancing Authority Area when system conditions warrant such instruction. Accordingly, it is unclear whether or how this ISO Tariff section applies in the EIM. This portion of Section 6.3.1 could potentially be interpreted <i>not</i> to apply to participating resources in an EIM Balancing Authority Area “by its own terms.” More clarity into the application of this Section would be helpful.</p>	The ISO appreciates the comments and examples and will undertake to reconcile these references as part of its commitment to comprehensively review references, exclusions, and defined terms.	1st
29.7(d)(3)	PG&E	(3) shall reflect intra-hour incremental EIM Transfers between the CAISO and each EIM Entity Balancing Authority Area, with initial values that may be non-zero at the beginning of an operating hour if they represent Imbalance Energy dispatched in hourly, fifteen-minute, or five-minute intervals, or may be zero if they include only schedules for imbalance energy dispatched in fifteen-minute or five-minute intervals;	The ISO will perform a complete review and reconciliation of all defined terms.	1st

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29.7(d)(3)	WPTF	<p>“... if they represent imbalance energy dispatched in hourly , fifteen-minute, or five-minute intervals, or may be zero if they include only schedules for imbalance energy dispatched in fifteen-minute or five-minute intervals;”</p> <p>Unclear. Please clarify.</p>	EIM transfers reflect only the difference from the base schedule. It is sufficient to say “shall reflect intra-hour incremental EIM Transfers between the CAISO and each EIM Entity Balancing Authority Area”. The subsequent text concerning whether the initial values are zero or non-zero will be placed in a business practice manual or operating procedure.	1st
29.7(f)(1)&(g)	PAC	<p>Section 29.7(f)(1)&(g) EIM Entity Manual Dispatch; Section 29.34(p)(1)(b)(i)</p> <p>Intertie Schedules with Other Balancing Authorities These two sections refer to “manual dispatch” by the EIM Entity to resources in its Balancing Authority Area. The term “manual dispatch” was not used in the Draft Final Proposal and it is not clear what is intended by the use of this term. It appears to PacifiCorp that what is meant to be referred to in these sections is what the Draft Final Proposal referred to as “exceptional dispatch.” PacifiCorp recommends that the ISO should either change the appropriate references to exceptional dispatch or clarify what is meant by manual dispatch and how it is different from exceptional dispatch as that term was used in the Draft Final Proposal.</p>	The ISO tariff defines and provides Exceptional Dispatch of ISO resources under certain circumstances, and the ISO will not have that authority over non-ISO resources. The ISO therefore referred instead to manual dispatch. The actions described in the draft final proposal remains the same. The ISO will propose a new defined term or otherwise clarify the reference to avoid confusion.	1st
29.7(f)(2)	Powerex	<p>in lieu of treating a manual dispatch as an imbalance instruction settled at the respective LMP, CAISO should consider adding this to the list of actions that may trigger an EIM disruption set forth in 29.7(h). It is unclear what the “respective LMP” would be in this situation. In other contexts, CAISO uses the last good LMP, which may be the LMP for the previous interval.</p> <p>To further address this issue, we suggest that 29.7(h)(1) be modified to add the underlined text: “The CAISO may disrupt the EIM when the EIM Entity is performing Manual Dispatches for reliability or operational issues or in its judgment” to recognize the requirement for Manual Dispatches.</p>	If there is a manual dispatch, it will be included in their base schedule and generally not set the LMP; however, the manual dispatch could set the LMP if for reasons other than the manual dispatch.	1st

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		In the absence of Manual Dispatches, 29.7(h)(1) permits CAISO to disrupt the EIM if “in its judgment” continued operation would cause an abnormal condition in an EIM BAA or the CAISO BAA. The EIM BAA at issue should have a say in the event of an abnormal condition in its own area rather than leaving this to CAISO’s sole discretion as worded. Similar concerns exist in 29.7(h)(2).		
29.7(f)(2)	WPTF	Where’s the language about how the neutrality will be funded? Strange grammar.	This is a manual dispatch by the EIM entity and the impacts on neutrality need not be addressed here since they will be captured in section 29.11.	1st
29.7(h)(5)	Powerex	if the CAISO determines the EIM disruption has been resolved but an EIM BAA disagrees, this would allow the CAISO unilaterally to implement the decision to reinstate normal operation regardless of such disagreement. CAISO should consider the EIM BAA’s views.	The ISO will certainly take the conclusion of the EIM BAA into account, but as the market operator, the ISO must be responsible for restoring the system. The EIM BAA can continue to take action as a BAA as it considers necessary.	1st
29.7(g)(3)	PG&E	the EIM Entity remains responsible for informing the Reliability Coordinator of any EIM Contingency and may enforce constraints, as may be required.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.7(g)(3)	SCE	Who is this [reliability coordinator]? Defined term?	The reference is to the applicable reliability coordinator, which currently is the WECC (Peak Reliability). The ISO will consider use of the tariff defined term “Reliability Coordinator”.	1st
29.7(h)(1)	Powerex	in lieu of treating a manual dispatch as an imbalance instruction settled at the respective LMP, CAISO should consider adding this to the list of actions that may trigger an EIM disruption set forth in 29.7(h). It is unclear what the “respective LMP” would be in this situation. In other contexts, CAISO uses the last good LMP, which may be the LMP for the	The ISO will coordinate with the EIM entity balancing authority but ultimately this would be a market operator response following a disruption.	1st

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		<p>previous interval.</p> <p>To further address this issue, we suggest that 29.7(h)(1) be modified to add the underlined text: “The CAISO may disrupt the EIM when the EIM Entity is performing Manual Dispatches for reliability or operational issues or in its judgment” to recognize the requirement for Manual Dispatches.</p> <p>In the absence of Manual Dispatches, 29.7(h)(1) permits CAISO to disrupt the EIM if “in its judgment” continued operation would cause an abnormal condition in an EIM BAA or the CAISO BAA. The EIM BAA at issue should have a say in the event of an abnormal condition in its own area rather than leaving this to CAISO’s sole discretion as worded. Similar concerns exist in 29.7(h)(2).</p>		
29.9	SCE	PacifiCorp will still be the Balancing Authority, does there need to be any exceptions to Section 9 to cover Critical Contingencies?	The ISO will not approve transmission and generation outages as part of the EIM, which remains the function of the balancing authority. Section 29.9 is intended to outline the information exchange for all outages, planned and unplanned.	1st
29.9(a)	PAC	<p>Section 29.9(a) Outages and Critical Contingencies</p> <p>This section notes that Section 9 of the ISO Tariff applies to outages of transmission and generation facilities within an EIM Entity Balancing Authority Area, except as stated in sections 29.9(b)-(f). However, there are portions of Section 9, such as ISO approval of transmission outages, that could be interpreted as <i>not</i> applying to EIM participants “by its own terms” because the ISO has no role in approving outages for EIM participants. Portions of Section 9 relating to ISO approval are not specifically noted as exceptions to the general applicability of Section 9. Furthermore, 29.9(b) references notices to the ISO with respect to approved transmission outages. As noted, this may be problematic because the ISO has no role in approving outages for EIM participants. It is difficult to know from this language which sections of the ISO Tariff</p>	The ISO does not approve generation or transmission outages as the EIM market operator. This provision should have read, “Section 9 shall not apply to EIM Market Participants in their capacities as such, except as provided in Section 29.9(e).” The ISO will revise this introductory language and confirm the continued appropriateness of the references.	1st

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		do and do not apply. Accordingly, PacifiCorp recommends that the outage scheduling requirements for EIM participants be set forth in Section 29 or applicable sections of the ISO Tariff should be more specifically referenced.		
29.9(b)(1)	PAC	29.9(b)(1) Transmission Maintenance Outages – Responsibility Section 9 of the ISO Tariff, referenced in this Section, gives the ISO authority for the CAISO Controlled Grid. In Section 29.6(b)(2), it is noted that references in Section 6.2.2.1 and Section 6.5.2.1 to the CAISO Controlled Grid shall be deemed references to the EIM Area. This inconsistency has the potential to create confusion.	The ISO does not approve generation or transmission outages as the EIM market operator. The ISO will revise this introductory language and confirm the continued appropriateness of the references.	1st
29.9(c)(1) and (2)	WPTF	What if they are not EIM entity generating resources? Does PAC have a requirement now that PAC review generation outage schedules?	Outages are required to be reported, but not approved, as part of the EIM and are the responsibility of the EIM Entity SC.	1st
29.9(c)(3)	WPTF	Seeking approval from whom?	The reference to approved outages is in deference to the EIM entity. Here, it is the information required when someone is seeking approval from the ISO, but there is no need to say that because 9.3.6 only applies to seeking approval from the ISO. It is written this way because the ISO has nothing to do with approving these outages.	1st
29.9(d)(1)	WPTF	Does this mean of EIM Entity-approved T and G outages within the EIM? *** What does “through the day-ahead market” mean?	The EIM Entity remains the balancing authority and will be responsible for reporting outages it has approved within its balancing authority area. This is referring to outages approved in the EIM area by the EIM Entity. This means that the obligation applies all the way until the start of the EIM.	1st

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29.9(d)(1)&(2)	PG&E	<p>(1) CAISO Evaluation of Maintenance Outages. The CAISO will evaluate the impact of approved transmission and generation maintenance outages through the Day-Ahead Market and will inform the EIM Entity Scheduling Coordinator of any anticipated overloads.</p> <p>(2) EIM Entity Action. Based on the information provided by the CAISO to the EIM Entity Scheduling Coordinator, the EIM Entity will take such action to adjust or cancel outages as it determines to be necessary and inform the Reliability Coordinator.</p>	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.9(d)(2)	WPTF	What gives the EIM entity the authority to do so?	This references the EIM Entity responsibility as balancing authority. Presumably they have authority to deal with outages on their system.	1st
29.9(f)	WPTF	Does that language already exist? If so, does it include timing for notification?	This is submitted hourly as part of the hourly base schedule submission process. Any changes within the hour need to be communicated to the ISO from the EIM Entity as soon as possible.	1st
29.10(a)&(d)	PAC	<p>Section 29.10(a)&(d) Settlement Metering</p> <p>The term “settlement metering” is not defined in the ISO Tariff. If the intent of this section is to reference the defined term “Settlement Quality Meter Data,” then this term should replace the term “settlement metering.” The statement that, “Settlement metering is required for all EIM Entity Balancing Authority Area interties” appears to contradict Draft Final Proposal Section 3.7.7 of the Draft Final Proposal which states, “Settlement metering is not required for interchange points between EIM Entity BAA and external BAAs if they are tagged.” PacifiCorp has understood that e-tag values at the interties will only be considered for final settlement and the difference between an intertie e-tag and</p>	The ISO will clarify this provision. Meter data is required for all EIM entity interties and it will be used in the ISO settlement calculation of UFE, but it is not “Settlement Quality Meter Data”. UFE is included in the neutrality and therefore this should have been understood to be required.	1st

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		<p>themetered value is inadvertent energy. Section 3.7.5 of the Draft Final Proposal seems to further reinforce that the established Western Electricity Coordinating Council inadvertent payback mechanisms do not change with the EIM. To the extent the ISO intends to require settlement metering at EIM Entity interties, PacifiCorp recommends that the ISO explain the any discrepancy between the Draft Tariff and the Draft Final Proposal.</p>		
29.10(e)	PG&E	Is the CAISO anticipating that an EIM Entity may allow intertie bids into its BAA from a non-EIM BAA in order to meet 764 requirements and that the EIM may clear these bids in the 15 minute EIM market? If so, how would an EIM Entity know the 15-minute schedules throughout the hour 20 minutes before the start of the hour?	If an EIM Entity allows economic participation in the FMM on its interties, the ISO's market functionality for RTM intertie bidding is available to the EIM Entity including the HASP to support hourly block schedules, hourly block with single intra-hour schedule change, variable energy scheduling and 15-minute economic bidding.	1st
29.10(e)	Powerex	Powerex has questions regarding this proposed tariff text. This appears to expand EIM to interties that are not connected to CAISO but are connected to another EIM Entity. What transmission pricing treatment will be afforded to such wheel through transactions? Powerex believes it will be detrimental to investments in firm transmission service to use, much less expand the use of, CAISO's free transmission proposal.	The rules governing participation on interties with BAAs external to the EIM are determined by the EIM Entity in which the intertie is located.	1st
29.10(e)	WPTF	<p>"...the EIM Entity Scheduling Coordinator must submit to the CAISO the corresponding hourly transmission profile and 15-minute energy profiles from the respective e-Tags, which must reflect the point of receipt and point of delivery that was declared in market bid submittal, at least 20 minutes before the start of the hour."</p> <p>Unclear.. Please clarify.</p>	This is the current WECC tagging deadline. Just as in the ISO, if economic bidding is allowed by the EIM entity on interties with BAAs outside the EIM, the transmission profile will be the maximum energy schedule which can be awarded in the FMM. Therefore, the transmission profile on the e-tag at T-37.5 minutes will be used for the first financially binding FMM interval of an operating hour.	1st
29.11	PAC	<p>29.11 Settlements and Billing</p> <p>In general, PacifiCorp recommends that it may be more efficient to have</p>	The settlement provisions in section 29.11 apply to both participating resources and EIM entities, depending on the applicable charge. Certain charges apply to both, so the ISO does not believe that	1st

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		<p>separate sections covering settlements for participating resources and settlements for EIM Entities relating to nonparticipating resources and load. As currently drafted, it is difficult to understand which charges flow directly from the ISO to participating resources and which are settled by the EIM Entity.</p> <p>PacifiCorp understands that this section only applies to participating resources. If this understanding is correct, this should be made explicit.</p>	<p>attempting to separate them by entity instead of by charge would be helpful. As noted above, the ISO will clarify the applicability of section 11 and section 29.11.</p>	
29.11	SCE	<p>Proposed Addition:</p> <p>29.11 Settlements And Billing <u>for EIM Market Participants</u>.</p>	<p>The ISO will consider including this additional language but does not consider it necessary since section 29 relates exclusively to the EIM.</p>	1st
29.11	Six Cities	<p>As a general matter, this section is ambiguous with regard to the application and/or allocation of the various charges, credits, adjustments, or transfers discussed in the section to the CAISO Balancing Authority Area. Based on the terminology used in other sections of the draft Tariff language, the definition of EIM Balancing Authority Area does not appear to include the CAISO Balancing Authority Area. But it appears that the items discussed in this section should be applicable to the CAISO Balancing Authority Area as well as to EIM Balancing Authority Areas. This should be clarified either by a general provision or by specific references to the CAISO Balancing Authority Area.</p>	<p>The ISO will be updating section 29.11 to reflect the amendment filed as part of the Order 764 market changes and to clarify which charges that are specific to EIM Market Participants and charges to EIM Market Participants that are controlled by section 11. In general, the EIM Area includes the CAISO Balancing Authority Area. References to an EIM Entity Balancing Authority Area are specific to each individually, as are references to the CAISO Balancing Authority Area. There are some charges allocated to on a balancing authority basis and others that are not.</p>	1st
29.11(a)	PAC	<p>Section 29.11(a) Settlements And Billing – Applicability</p> <p>This section states that Section 29.11, rather than Section 11, shall apply to the ISO settlement with EIM Entity Scheduling Coordinators and EIM Participating Resource Scheduling Coordinators of all EIM charges described herein. Accordingly, it is unclear if other aspects of Section 11 apply. For example, Section 11 contains provisions regarding settlement principles, use of Fed-Wire, sets forth a series of deadlines, and addresses default interest. More specific information would be helpful to</p>	<p>The ISO anticipates these issues will be addressed through its effort to comprehensively review all references, exclusions and definitions.</p>	1st

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		<p>assess the applicability of Section 11. In another example, Section 11.29(b) states “the purchase and sale of any products or service, or any other transaction that is financially settled by the CAISO under this tariff shall be deemed to occur within the State of California.” However, proposed section 29.22 states “Title for energy in the Energy Imbalance Market passes directly from the entity that holds title when the energy enters the CAISO Controlled Grid to the entity that removes the energy from the CAISO Controlled Grid.” At a minimum, Section 29 should explicitly state that Section 29.22 applies and Section 11.29(b) does not.</p>		
29.11(a)	SCE	<p>To the extent there is no different in settlement between Section 11 and EIM settlement, then Section 29 should reference Section 11. In many cases language is not needed in Section 29.11.</p> <ul style="list-style-type: none"> 29.11 (a) Applicability. <u>In general, Section 11 of the tariff applies to EIM. This Section 29.11, rather than Section 11, and shall apply to the CAISO settlement with EIM Entity Scheduling Coordinators and EIM Participating Resources Scheduling Coordinators of all EIM charges. Section 29.11 described herein applies to transactions unique to the EIM that necessitates a difference from Section 11.</u> 	The ISO anticipates these issues will be addressed through its effort to comprehensively review all references, exclusions and definitions.	1st
29.11(a)	SCE	<p>The structure set-up here would lead to differences between the EIM and full CAISO participants that are required because of EIM. This section should describe something different that applies to EIM.</p> <p>Proposed Changes:</p> <p>Applicability. <u>The ISO shall settle charges to and payments due to EIM Market Participants In accordance with Section 11 except as otherwise provided in this Section 29.11.</u> In general, Section 11 of the tariff applies to EIM, This Section 29.11, rather than Section 11, and shall apply to the CAISO settlement with EIM Entity Scheduling Coordinators and EIM Participating Resources Scheduling Coordinators</p>	EIM specific charges will be provided in Section 29. Other charges applicable to participation in the real time market generally will be provided by more specific reference to Section 11 here in section 29.11. Settlement timelines and billing procedures will also be provided by more specific reference to section 11 here in section 29.11.	1st

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		of all EIM charges. Section 29.11 described herein applies to transactions unique to the EIM that necessitates a difference from Section 11.		
29.11(b)(1)-(1)(B)	SCE	<p>If the calculation is the same as section 11, this is not needed.</p> <p>Proposed Changes:</p> <p>(b) Imbalance Energy.</p> <p>(1) <u>Calculation of 15-Minute Instructed Imbalance Energy. The CAISO will calculate a resource's 15-minute Instructed Imbalance Energy as the algebraic difference between its 15-minute energy schedule, which is the outcome of the 15-minute market, and the hourly base schedule (for EIM Participating Resources).</u></p> <p>(A) — Calculation. The CAISO will calculate a resource's 15-minute Instructed Imbalance Energy as the algebraic difference between its 15-minute energy schedule, which is the outcome of the 15-minute market, and the hourly base schedule (for EIM Participating Resources).</p> <p>(B) — See Section 11 Settlement. The CAISO will settle the 15-minute Instructed Imbalance Energy with the resource's Scheduling Coordinator at the 15-minute Locational Marginal Price.</p>	Correct. Charges generally applicable to participation in the real time market will be provided in section 11 and referenced here in section 29.11.	1st
29.11(b)(1)(A)	PG&E	Calculation. The CAISO will calculate a resource's 15-minute Instructed Imbalance Energy as the algebraic difference between its 15-minute energy schedule, which is the outcome of the FMM, and the hourly EIM Base Schedule (for EIM Participating Resources).	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(b)(1)(A)	Powerex	This appears to expand the lack of transmission assessments to the 15 minute market rather than limiting it to the 5 minute market. Powerex	The EIM has consistently been planned to include both a fifteen minute market and a five minute market. The ISO has previously expressed its	1st

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		objects to any expansion of the free transmission proposal, which it believes should be eliminated.	disagreement with Powerex’s concerns about the use of a single transmission charge for EIM Transfers and remains in disagreement. The ISO notes, however, that there is not “free” transmission involved, but simply a single non-pancaked rate.	
29.11(b)(2)(A)	PG&E	Calculation. The CAISO will calculate a resource’s 5-minute Instructed Imbalance Energy as the algebraic difference between its Dispatch Operating Point, which is the outcome of Real-Time Dispatch, and its 15-minute energy schedule, which is the outcome of the FMM.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(b)(2)-2(B)	SCE	If the calculation is the same as section 11, this is not needed. Proposed Deletions: (2) — 5-Minute Instructed Imbalance Energy. (A) — Calculation. The CAISO will calculate a resource’s 5-minute Instructed Imbalance Energy as the algebraic difference between its dispatch operating point, which is the outcome of Real-Time Dispatch, and its 15-minute energy schedule, which is the outcome of the 15-minute market. (B) — Settlement. The CAISO will settle the 5-minute Instructed Imbalance Energy with the resource’s Scheduling Coordinator at the 5-minute Locational Marginal Price.	The ISO will be adjusting section 29.11 to reflect Order 764 market changes recently filed.	1st
29.11(b)(3)	PAC	Section 29.11(b)(3) Import & Export Schedules Section 3.7.3 of the Draft Final Proposal describes settlement for import export schedules as, “This uninstructed imbalance energy is settled at the straight average of the three 5-minute [locational marginal price] LMPs for the relevant 15 minute market interval.” The Tariff only notes 5-minute LMPs. If a straight average is going to be used in the settlements	The ISO will be adjusting section 29.11 to reflect Order 764 market changes recently filed.	1st

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		<p>process as the Draft Final Proposal described, PacifiCorp recommends that Section 29 should also refer to a straight average approach.</p> <p>This Section does not appear to reflect the impact of the 15-minute market and updates to export/import schedules. PacifiCorp recommends that the ISO ensure that Section 29 is in conformance with tariff provisions proposed as part of its Order 764 compliance filing.</p>		
29.11(b)(3)(A)	PG&E	Given the EIM will set static 15 minute export schedules, should the existing tariff (e.g., section 11.21) or this proposed new section 29 of the tariff be modified to describe the Price Correction process and how it applies to these 15 minute export schedules out of the EIM?	This will be addressed by reference to the Order 764 market changes.	1st
29.11(b)(3)(A)	PG&E	(A) Calculation. For static or 15-minute import/export schedules at EIM Entity scheduling points with non-EIM Balancing Authority Areas, the CAISO will determine Instructed Imbalance Energy according to the Operational Adjustments to the respective hourly or 15-minute e-Tags, calculated in the Real Time Dispatch.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(b)(3)(B)	PG&E	If the import/export schedule is a 15 minute schedule and is static, how is it being adjusted on a 5 minute basis? The non-EIM BAA is not participating in EIM so it does not seem that EIM can adjust the schedule. In addition, it is a static schedule and not a dynamic schedule so it does not seem that the BAAs can adjust it. Why are the 15 minute imports and exports not settled as the 15 minute imbalance energy similar to how participating resources are settled?	This will be addressed by reference to the Order 764 market changes.	1st
29.11(b)(3)(B)	PG&E	(B) Settlement. The CAISO will settle the Operational Adjustments with the EIM Participating Resource Scheduling Coordinator or EIM Entity Scheduling Coordinator that submitted the schedule at the 5-minute Locational Marginal Price.	The ISO will perform a complete review and reconciliation of all defined terms.	1st

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29.11(b)(4)-(4)(A)(ii)	SCE	<p>If the calculation is the same as section 11, this is not needed.</p> <p>Proposed Changes:</p> <p>(34) Uninstructed Imbalance Energy <u>for Non-Participating Resources and Loads.</u></p> <p>(A) — EIM Participating Resources.</p> <p>(i) — See Section 11</p> <p>Calculation. For EIM Participating Resources and an EIM Entity Balancing Authority Area’s dynamic import/export schedules with external resources, the CAISO will calculate Uninstructed Imbalance Energy as the algebraic difference between the 5-minute meter data and the dispatch trajectory between consecutive 5-minute dispatches, taking into account the applicable resource ramp rate.</p> <p>(ii) — Settlement. The CAISO will settle the Uninstructed Imbalance Energy with the EIM Participating Resource’s Scheduling Coordinator at the 5-minute Locational Marginal Price.</p>	The ISO will be adjusting section 29.11 to reflect Order 764 market changes recently filed.	1st
29.11(b)(4)(A)(i)	PG&E	<p>Calculation. For EIM Participating Resources and an EIM Entity Balancing Authority Area’s dynamic import/export schedules with external resources, the CAISO will calculate Uninstructed Imbalance Energy as the algebraic difference between the 5-minute meter data and the dispatch trajectory, as established by calculating the area under the curve between consecutive RTD instructions, taking into account the applicable resource ramp rate.</p>	The algebraic calculation will be specified in the BPM.	1st

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29.11(b)(4)(A)(ii)	PG&E	Settlement. The CAISO will settle the Uninstructed Imbalance Energy with the EIM Participating Resource’s Scheduling Coordinator at the Resource’s 5-minute Locational Marginal Price.	This suggestion is not correct. The applicable 5 minute LMP will be calculated at the node.	1st
29.11(b)(4)(B)	SCE	If the calculation of UIE for Non-Participating Resources is the same as for self-scheduled resources in the CAISO as defined in Tariff Section 11, this is not needed.	The UIE calculations are the same, and this will be addressed.	1st
29.11(b)(4)(B)(i)	PG&E	Calculation. For non-participating resources in an EIM Entity Balancing Authority Area, the CAISO will calculate Uninstructed Imbalance Energy as the algebraic difference between the 5-minute meter data and the EIM Base Schedule, plus any identified manual dispatch energy.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(b)(4)(B)(i)	SCE	[Manual dispatch energy] needs to be a defined term. The source and determination of this data should be clearly defined in the Business Process Manual.	The ISO will globally consider use of ISO tariff defined terms and EIM specific defined terms, including whether a definition for manual dispatch energy is appropriate.	1st
29.11(b)(4)(B)(i)	WPTF	Identified how, by whom?	This would be identified by the EIM Entity.	1st
29.11(b)(4)(C)	SCE	If the UIE settlement is the same as in Section 11, this is not needed.	The UIE calculations are the same, and this will be addressed.	1st
29.11(b)(4)(C)(i)	PG&E	How is CAISO calculating the difference between hourly meter data and the hourly base schedule and getting values that vary from one 5 minute period to another?	The ISO will compare the meter to the total expected energy or the base schedule, if applicable, as detailed in BPM	1st
29.11(b)(4)(C)(i)	PG&E	(i) Calculation. For non-participating load, the CAISO will calculate Uninstructed Imbalance Energy on a 5-minute basis as the algebraic difference between the hourly meter data provided by the EIM Entity Scheduling Coordinators and the EIM Base Schedule.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(b)(4)(C)(ii)	PG&E	Since the CAISO is settling on an hourly average price, why is the calculation of Uninstructed Imbalance Energy on a 5 minute basis if	In order to reflect the 5 minute LMP, consistent with Order 764 market changes, and consistent with the EIM policy non-participating load will	1st

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		everything is hourly?	be settled on an hourly basis.	
29.11(b)(4)(ii)	Powerex	CAISO here proposes that both instructed and uninstructed energy will be paid the LMP. This removes incentives to actually bid into the market as uninstructed energy will fare just as well as instructed energy. There should remain an incentive to provide instructed energy and to follow EIM dispatch. In western markets outside of California, uninstructed generator imbalances are treated asymmetrically and not dissimilar to the provisions for under/over charges for load in Section 29.11(d).	The current RTM pays the LMP to both Instructed and Uninstructed Energy and the EIM is simply an extension of the current market. Section 11.23 of the ISO Tariff includes a penalty for uninstructed deviations, but that provision is suspended until such time, if any, that the ISO determines that the extent of deviations make the penalty advisable. Uninstructed Imbalance Energy, however, is not eligible for Bid Cost Recovery. Uninstructed deviation charges may be subject to allocation of uplift costs.	1st
29.11(c)(1)	PG&E	(1) Calculation. The CAISO will calculate Unaccounted For Energy for each EIM Entity Balancing Authority Area as the difference between Metered Demand and the sum of the metered supply and the metered values at the interties, adjusted for losses.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(c)(1)	SCE	If the UIE settlement is the same as in Section 11, this is not needed.	The UIE calculations are the same, and this will be addressed.	1st
29.11(c)(2)	PG&E	Settlement. The CAISO will settle Unaccounted For Energy with the EIM Entity at the Hourly Real-Time LAP Price.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(c)(2)	SCE	There is no hourly EIM price?!! Proposed Changes: (2) Settlement. The CAISO will settle Unaccounted For Energy at the hourly real-time Load Aggregation Point price with the EIM Entity Scheduling Coordinator. However, the above is unclear as when the EIM occurs there will be no hourly realtime Load Aggregation Point Price. Instead it will be the 15	The ISO will include the additional clarification regarding the settlement counterparty.	1st

Section	Party	Comment	ISO Response	Round of Comments
		minute price.		
29.11(d)(1)	PAC	Section 29.11(d)(1) Under-Scheduling Charges In the first sentence, PacifiCorp recommends that “metered remand” should be changed to “metered demand.”	The ISO will correct this typographical error.	1st
29.11(d)(1)(A)	PG&E	(A) Tier 1. If, during any Trading Hour, the metered demand within an EIM Entity Balancing Authority Area exceeds the EIM Base Schedule of supply submitted by the EIM Entity by more than 5% but less than or equal to 10% and by at least 2 MW, the CAISO shall charge the Imbalance Energy at the EIM Entity Load Aggregation Point a price that is 125% of the corresponding Hourly Real-Time LAP Price.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(d)(1)(A)	SCE	How is Load Aggregation Point defined in 29.11 (d) (1) (A)? Is it different than the CAISO definition? Proposed Change: (A) Tier 1. If, during any Trading Hour, the metered remand demand within an EIM Entity Balancing Authority Area exceeds the base schedule of supply submitted by the EIM Entity by more than 5% but less than or equal to 10% and by at least 2 MW, the CAISO shall charge the Imbalance Energy at the EIM Entity Load Aggregation Point a price that is 125% of the hourly real-time Load Aggregation Point price.	The same as it is defined in the ISO tariff as part of the market model.	1st
29.11(d)(1)(A)	Six Cities	In the first line, change “remand” to “demand”.	The ISO will make this change.	1st
29.11(d)(1)(B)	PG&E	(B) Tier 2. If, during any Trading Hour, the Metered Demand within an EIM Entity Balancing Authority Area exceeds the EIM Base	The ISO will perform a complete review and reconciliation of all defined	1st

Section	Party	Comment	ISO Response	Round of Comments
		Schedule of supply submitted by the EIM Entity by more than 10% and by at least 2 MW, the CAISO shall charge the entire Imbalance Energy at the EIM Entity Load Aggregation Point a price that is 200% of the corresponding Hourly Real-Time LAP Price.	terms.	
29.11(d)(2)(A)	PG&E	(A) Tier 1. If, during any Trading Hour, the Metered Demand within an EIM Entity Balancing Authority Area is less than the EIM Base Schedule of supply submitted by the EIM Entity by more than 5% but less than or equal to 10% and by at least 2 MW, the CAISO shall pay the Imbalance Energy at the EIM Entity Load Aggregation Point a price that is 75% of the corresponding Hourly Real-Time LAP Price.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(d)(2)(B)	PG&E	(B) Tier 2. If, during any Trading Hour, the Metered Demand within an EIM Entity Balancing Authority Area is less than the EIM Base Schedule of supply submitted by the EIM Entity by more than 10% and by at least 2 MW, the CAISO shall pay the entire Imbalance Energy at the EIM Entity Load Aggregation Point a price that is 50% of the corresponding Hourly Real-Time LAP Price.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(d)(3)	PG&E	The CAISO should clarify that this allocation should go to all load within the EIM Area that is not subject to the under/over-scheduling charges.	This clarification will be made.	1st
29.11(d)(3)	PG&E	Distribution of Revenues. The CAISO will calculate the total daily excess revenues received from under-scheduling and over-scheduling charges and allocate them to load within the EIM Area at the Load Aggregation Points that was not subject to under-scheduling or over-scheduling charges according to Metered Demand.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(d)(3)	SCE	Proposed Change: (3) Distribution of Revenues. The CAISO will calculate the total daily excess revenues received from under-scheduling and over-	The ISO will make this change.	1st

Section	Party	Comment	ISO Response	Round of Comments
		scheduling charges and allocate them to load at the Load Aggregation Points that was were not subject to under-scheduling or over-scheduling charges according to metered demand.		
29.11(d)(4)	PG&E	Exemption. An EIM Entity will be exempt from under-scheduling and over-scheduling charges if it uses the CAISO load forecast in its EIM Resource Plan and it approves EIM Base Schedules for its resources within +/- 1% of the CAISO load forecast, as determined according to the Business Practice Manual.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(d)(4)	SCE	Proposed Change: (4) Exemption. An EIM Entity will be exempt from under-scheduling and over-scheduling charges if it uses the CAISO load forecast in its EIM Resource Plan and it approves base schedules for its resources within +/- 1% of the CAISO load forecast, as determined according to the Business Practice Manual. <u>Otherwise the penalties shall apply.</u>	We have already set up the charges that they must pay and are now providing an exception. Adding unnecessary language can only add confusion. Seems unnecessary but the ISO has no objection.	1st
29.11(e)(2)	PG&E	This section could benefit from additional details regarding what is calculated based on 15 minute market outcomes and prices and 5 minute market outcomes and prices.	The ISO anticipates additional EIM changes to conform with Order 764 changes, as well as possible changes to the filed Order 764 market changes. Together, these changes will support neutrality adjustments.	1st
29.11(e)(2)(A)	PAC	Section 29.11(e)(2)(A) EIM Balancing Authority Area Real Time Market Neutrality Allocation The term "real time net schedule interchange" does not appear to have been specifically defined in this Section or elsewhere in the ISO Tariff. PacifiCorp recommends that the ISO should clarify that the term "real time net schedule interchange" refers to the incremental energy flow that occurs due to real time market dispatch, relative to the hourly (or 15-minute) base intertie schedules. Since the term "net scheduled	The ISO will include a calculation or definition of net scheduled interchange.	1st

Section	Party	Comment	ISO Response	Round of Comments
		interchange" is a commonly used term that is not the same as realtime net scheduled interchange, the distinction should be made clear.		
29.11(e)(2)(A)	PG&E	Should this be the change in net scheduled interchange between the base schedule and the 15 minute schedule for the 15 minute market and the net change in net scheduled interchange between the 15 minute market and the 5 minute market? Should the delta in 15 minute net scheduled interchange be priced at the 15 minute LMP for the pricing node while the delta for the 5 minute NSI be priced at the 5 minute LMP for the pricing node? There will be net scheduled interchange in both the 15 minute market and the 5 minute market as well as 15 minute market LMPs and 5 minute market LMPs, should settlements recognize the difference?	The ISO will calculate EIM transfers the same as the net scheduled interchange, including both 15 minute and 5 minute changes but only changes on a 5 minute basis will be included in the neutrality account.	1st
29.11(e)(2)(C)(i)	PAC	Section 29.11(e)(2)(C)(i) EIM Balancing Authority Area Real Time Market Neutrality Allocation; Section 29.11(f)(3)(B)(i) EIM Transfer Adjustment These sections describe the calculation of a ratio that will be used to reduce transfer of neutrality costs between areas. PacifiCorp recommends that it should be made clear that the amounts involved are in MWh and not dollars, since previous sections refer to dollar amounts. Further the section is unclear as to how the ratio in this section is used to reduce the transfer amount. A section or statement should be added to the effect that the initial neutrality amount is multiplied by the factor calculated in this section to determine the dollar amount to be transferred out of the area.	The ISO will clarify this section as requested.	1st
29.11(e)(3)(A)	PAC	Section 29.11(e)(3)(A) EIM Area Neutrality Allocation This section refers to "real-time ancillary service congestion revenues and virtual awards, if applicable." It should specify how they would be applicable or what sections of the ISO Tariff would apply. In general, these do not appear to be within the scope of EIM and therefore would	There is no liquidation of virtual bids in real time and ancillary services are not included in the EIM; however, they are included for the ISO and appropriate for calculation of the transfer amounts and hence neutrality.	1st

Section	Party	Comment	ISO Response	Round of Comments
		not enter into a neutrality allocation outside of ISO.		
29.11(e)(3)(A)	PG&E	(A) Calculation. The CAISO will calculate the EIM Area neutrality amount to be recovered on a 5-minute basis as the sum of the settlement amounts for Instructed Imbalance Energy, Uninstructed Imbalance Energy, Unaccounted For Energy, EIM Balancing Authority Area real time market neutrality, real-time ancillary service congestion revenues, and Virtual Awards, if applicable, less the real-time congestion balancing account.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(e)(3)(A)	WPTF	"...service congestion revenues , and virtual awards, if applicable" Why are these in here?	Calculation of the real time congestion offset includes a reference to the liquidation of the convergence bids to be clear that they were included in the overall calculation	1st
29.11(e)(3)(B)	PG&E	(B) Allocation. The CAISO will allocate the EIM Area Neutrality amount to Scheduling Coordinators based on EIM Area Metered Demand.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(e)(4)(A)	PG&E	This rule should apply to all BAAs within the EIM Area, not just EIM Entity BAAs.	This would be inconsistent with the EIM policy as designed and approved.	1st
29.11(e)(4)(A)	PG&E	(A) Real-Time Congestion Balancing Accounts. The CAISO will calculate real-time congestion balancing accounts for neutrality charges for each Balancing Authority Area in the EIM Area as sum for each Balancing Authority Area of the product of the contribution of that Balancing Authority Area to the marginal congestion component of the Locational Marginal Price at each resource location and the imbalance energy, including convergence bids, at that resource location, minus any Convergence Bid Adjustment.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(e)(4)(A)	PG&E	1. More tariff detail is needed on the Real-Time Congestion Balancing Account	The ISO will address these matters in the BPM as calculations in support of the EIM tariff. In addition, the ISO has responded to some of	1st

Section	Party	Comment	ISO Response	Round of Comments
		<p>Under section 29.11 (4) (A), the proposed tariff states that <i>“The CAISO will calculate real-time congestion balancing accounts for neutrality charges for each Balancing Authority Area in the EIM Area as sum for each EIM Entity Balancing Authority Area of the product of the contribution of that EIM Entity Balancing Authority Area to the marginal congestion component of the Locational Marginal Price at each resource location and the imbalance energy, including convergence bids, at that resource location, minus any convergence bid adjustment.”</i></p> <p>PG&E requests additional details in the following areas:</p> <p>a) How are congestion offsets calculated for the 15 minute and 5 minute markets?</p> <p>Underfunding can occur due to congestion in the 15 minute or 5 minute market (i.e., changes in transmission limits between base schedules and 15 minute market, or between 15 minute market schedules and 5 minute dispatch). The CAISO should add details on how congestion costs not covered in the market will be treated under these two EIM market processes.</p> <p>This issue may have been overlooked in the design phase. The EIM Draft Final Proposal stated that the BAA real-time balancing account can be determined based on the product of the 1) change of binding constraint flow between metered flow and the base flow and 2) the shadow price of the binding constraint in the BAA.¹ It seems to miss the fact that the shadow price can differ between the 15 minute and 5 minute markets, and so the RT Congestion Balancing Account should be calculated separately for each market.</p>	<p>these questions in response to PG&E specific questions below.</p>	

¹ <http://www.caiso.com/Documents/EnergyImbalanceMarket-DraftFinalProposal092313.pdf>

Section	Party	Comment	ISO Response	Round of Comments
		<p>b) What load should be used in the 15 minute market and the 5 minute market?</p> <p>Under the proposed changes related to FERC 764, load is settled as the difference between metered load and base load times a weighted average of the 15 minute and 5 minute LMPs. The fact load is settled at a weighted average price presents a challenge if the EIM needs to calculate separate RT Congestion Balancing Accounts in the 15 minute and 5 minute markets.</p> <p>Further discussion with stakeholders on these issues may be warranted, and the final proposed tariff should capture the result of that discussion.</p>		
29.11(e)(4)(a)	Six Cities	In the third line, insert “the” before “sum”.	The ISO will make this change.	1st
29.11(e)(4)(A)	WPTF	<p>“..., including convergence bids”</p> <p>Why is this in here?</p>	Calculation of the real time congestion offset includes a reference to the liquidation of the convergence bids to be clear that they were included in the overall calculation	1st
29.11(e)(4)(B)(i)	PG&E	Individual Constraint Convergence Bid Impact Calculation. For each Transmission Constraint in an EIM Entity Area, the CAISO will calculate a Convergence Bid Adjustment as the product of the FMM Shadow Price and the lesser of (1) the flow contribution of all Virtual Bids in the EIM Area and (2) the flow contributions of all Day-Ahead energy and EIM Base Schedules less the flow contributions of 15-minute Energy Schedules in the EIM Area, but not less than zero.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(e)(4)(B)(i)	WPTF	Please explain this at meeting.	This reflects the information presented in the technical conference and other discussions with stakeholders with respect to these adjustments.	1st

Section	Party	Comment	ISO Response	Round of Comments
29.11(e)(4)(B)(ii)	PG&E	EIM Balancing Authority Area Calculation. Each EIM Balancing Authority Area’s convergence bid adjustment shall be the sum of the Individual Constraint Convergence Bid Impact calculation for all constraints within that EIM Balancing Authority Area.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(e)(4)(B)(ii)	Six Cities	In the third line, change “calculation” to “calculations”.	The ISO will make this change.	1st
29.11(e)(4)(B)(ii)	WPTF	What about the ones in between BAAs?	The ISO will manage the interface constraint on the EIM entity metered end of the intertie.	1st
29.11(e)(4)(C)(ii)	PG&E	the real-time congestion balancing account for neutrality for the CAISO Balancing Authority Area to Measured Demand, excluding demand associated with existing contracts and transmission ownership right self-schedules; and	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(e)(4)(C)(iii)	WPTF	All contributions or positive contributions?	Only those that result have a positive flow impact on the constraint and result in a charge to the congestion balancing account will be included.	1st
29.11(e)(4)(i)	Powerex	CAISO’s proposal to calculate a convergence bid adjustment for each constraint in an EIM Entity Area is problematic from a cost-causation standpoint and does not appear to have been justified as part of the tariff on any explained policy grounds. CAISO should explain why this provision is in the tariff and justify its consistency with cost causation principles.	This was explained in the stakeholder process and technical workshop and the ISO believes reflected here in the tariff.	1st
29.11(e)(6)	PAC	Section 29.11(e)(6) Virtual Schedule Congestion Balancing Account The existence of a separate section for “Virtual Schedule Congestion Balancing Account” implies a new charge code will be created for these costs. If this is not the case, the language of this section should be added to Section 29.11(e)(4) as a subsection rather than contained in a	The ISO will review to check if this is redundant and revise accordingly.	1st

Section	Party	Comment	ISO Response	Round of Comments
		separate section.		
29.11(e)(6)	WPTF	What is this? How is this different than 4 C iii?	The ISO will further review but believes this may be redundant and could be deleted.	1st
29.11(f)(1)	SCE	Proposed Change: (1) In General. The CAISO will provide Eligible Bid Cost Recovery to Resources in the EIM with Real-Time Bid Cost Recovery to ensure that the resources receive sufficient Real-Time Market revenues to cover bid costs and commitment costs.	The ISO will make this clarification.	1st
29.11(f)(2)(A)	SCE	Proposed Change: (B) the CAISO will treat a non-zero EIM Base Schedule of an EIM Participating Resource as a self-schedule and the EIM Participating Resource will not be eligible for recovery of Start Up Costs and Minimum Load Cost .	The same rules for self-schedules would apply to base schedules, including minimum load, and the ISO will make this change.	1st
29.11(f)(2)(A)&(B)	PG&E	This section should provide additional details to show how BCR is calculated based on results from the two market processes. Specifically, it should show that BCR is the difference between 1) total revenues that resources will receive in the 15 minute market and the five minute market and 2) sum of the 15 minute market and the 5 minute market costs. Furthermore, this section should also specify that if a resource has its start time adjusted by EIM but there is no shut down time between the start called by EIM and the start that would be self-scheduled, the resource should not recover startup costs.	The request for detail is addressed by the reference to 11.8, and reflected in the Order 764 changes.	1st
29.11(f)(3)(A)	PAC	29.11(f)(3)(A) EIM Entity Hourly RTM Bid Cost Uplift	The ISO will reconcile this distinction between the day ahead and real	1st

Section	Party	Comment	ISO Response	Round of Comments
		This section refers to ISO Tariff Section 11.8.6.3, which addresses bid cost uplift from all ISO markets. Accordingly, it is unclear how the provisions of Section 11.8.6.3 apply specifically to the EIM, which is strictly a real time market. Specifically, Section 11.8.6.3 refers to Bid Cost Recovery (BCR) amounts from markets that only exist in the ISO and are not part of the EIM. PacifiCorp recommends that the ISO exclude non-EIM market costs from its own calculation for Real Time BCR such that the factor is calculated consistently for all EIM participants.	time bid cost recovery consistent with RIMPR Phase 1 tariff changes. The ISO anticipates its comprehensive review of all references, exclusions and definitions will address this comment.	
29.11(f)(3)(B)(iii)	PG&E	This rule should apply to all BAAs within the EIM Area, not just EIM Entity BAAs.	The ISO balancing authority should be included in the summation and calculation, i.e., all EIM Area balancing authority areas, and this clarification will be made.	1st
29.11(f)(3)(B)(iii)	PG&E	(iii) distributing that sum to the initially determined amounts for each Balancing Authority Area in the EIM Area that had EIM Transfers in during the 5-minute interval based on its pro-rata share of the EIM Transfers during the 5-minute interval.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(g)(1)	PG&E	Compensation. The CAISO will calculate awards for Flexible Ramping Constraint capacity according to Section 11.25.1, except that the Real-Time ASMP for Spinning Reserves will be deemed to be zero in determining awards to EIM Participating Resources.	Correct. The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.11(g)(2)	SCE	Why are Flexible Ramping Constraint costs pools and split among EIM entities rather than each EIM BA picking up the costs for its BA? Proposed Change: (2) Allocation. The CAISO will allocate Flexible Ramping Constraint costs to each EIM Entity Balancing Authority Area according to the ratio of the product of the flexible ramping capacity in that Balancing Authority Area and the marginal flexible ramping constraint	Each EIM entity would pay its share of the hierarchical constraints pro rata based on their allocation and its own individual constraint.	1st

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		price in that Balancing Authority Area to the sum of such products for all EIM Entity Balancing Authority Areas.		
29.11(g)(3)	SCE	The allocation of FRC charges will be in accordance with Section 11.25.3. EIM Flexible Ramping Constraint Charges. The CAISO will charge each EIM Entity's allocated flexible ramping constraint costs to the EIM Entity Scheduling Coordinator in accordance with Section 11.25.3.	The ISO will make this change. The allocation is in paragraph (2) above, not under 11.25, unless the ISO changes the allocation.	1st
29.11(h)	SCE	Proposed Change: (h) EIM Initial Fee. The CAISO will charge Balancing Authority Areas that enter an implementation agreement pursuant to Section 29.2(b) an EIM initial fee to cover a share of the capital and O&M costs associated with setting up the EIM Entity . The fee will be established by the implementation agreement as accepted by FERC.	The ISO will make this clarification.	1st
29.11(i)(1)	PG&E	In General. For 2014, the CAISO will charge EIM Market Participants a fixed EIM Administrative Charge of \$0.19/MWh, applied as specified in subsection (i)(2). For subsequent years, the CAISO will establish a new EIM Administrative Charge as part of its Grid Management Charge stakeholder process. The CAISO should specify the \$0.19/MWh value is only applicable in 2014; and thereafter, the CAISO will establish a new EIM Administrative Charge as part of its Grid Management Charge stakeholder process.	The ISO intends to re-examine the rate for 2015 as part of its ongoing GMC and but does not consider it appropriate to include a sunset date on the rate. The rate for 2015 will be included in the 2015 filing.	1st
29.11(i)(1)	PG&E	“Allocation. The CAISO will allocate the EIM Administrative Charge to each EIM Market Participant...”	This is correct.	1st

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29.11(i)(1)	SCE	<p>This was calculated for PacifiCorp. Would other EIM Entities have a different cost?</p> <p>Missing section [(h)(2)]? Delete?</p> <p>In addition, does the \$0.19/MWh that was calculated for PacifiCorp apply to all EIM Entities that would want to join the EIM?</p> <p>The (h)(2) referenced above is missing.</p> <p>Proposed Change:</p> <p>In General. The CAISO will record costs associated with costs specific to EIM administration and operation and charge EIM Entities for these costs. The CAISO will charge EIM Market Participants a fixed EIM Administrative Charge of \$0.19/MWh, applied as specified in subsection (h)(2).</p>	<p>The ISO is charging a fixed rate, set and justified in a FERC filing and it is not necessary to include a reference to the derivation of the rate. This is the rate PacifiCorp will pay and any other BAA that joins the BAA prior to a revision of the rate. As noted, the ISO expects to revise the rate for 2015. At this time there are no other BAAs expected to participate on October 1, 2014. The next likely implementation date would be the fall of 2015</p> <p>Reference is to subsection below so no further numerical reference is required.</p>	1st
29.11(i)(1)	WPTF	<p>Do we want this “hard wired: or part of the annual GMC budgeting process?</p>	<p>This will be here for the time remaining in 2014 and amended as part of the GMC budgeting process that goes into effect at the beginning of 2015.</p>	1st
29.11(i)(3)	WPTF	<p>Is there any ability to adjust as part of the GMC rate case? For example of costs greatly exceed revenues?</p>	<p>This provision treats EIM administrative charges the same as GMC.</p> <p>The GMC is a formula rate, calculated annually and included in a FERC informational filing. The EIM administrative charge revenues will reduce the annual amount to be recovered through the GMC.</p>	1st

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29.11(j)	SCE	Clarification of the VER forecast charges referenced in Section 29.11 to waive the fee for VERs supplying their own forecast. Does the CAISO plan to forecast all VERs regardless of whether a VER supplies its own forecast? If yes, then it would be inappropriate to waive the fee because there are no savings to the CAISO and other parties would be unjustly charged the cost of the VER forecast.	VERs in an EIM Entity can use an independent, third party forecast other than the ISO's independent, third party forecast. This is not the same as a VER submitting its own forecast. The ISO will not seek two independent, third party forecasts.	1st
29.11(j)(1)	Six Cities	In the first line, change "Coordinator" to "Coordinators".	The ISO will make this change.	1st
29.11(j)(2)	SCE	Does the CAISO no longer perform this function and this is an avoided cost? If not this provision should be dropped because other participants pay for the forecast that is not used by the VER.	This requirement is consistent with the EIM policy, which allows EIM participants to use an independent, third party forecast and not incur this charge. Because the ISO will not need to have its independent, third party forecaster perform the function, the ISO will not incur additional costs.	1st
29.11(k)	PAC	Section 29.11(k) Transmission Service and Section 29.26 Transmission Rates and Charges Section 29.26(a)(1) states that transmission service charges for EIM transactions with sinks on the CAISO Controlled Grid are to be governed by Section 26 of the ISO Tariff which broadly governs transmission access charges. PacifiCorp understands that this is not intended to imply that there will be a transmission access charge imposed on EIM imports into the ISO Balancing Authority Area because Section 26 does not impose such a charge on imports. However, to avoid confusion, PacifiCorp recommends that additional language be added to this section to clarify this point.	.The Access Charge by definition is paid only by load. Load in California will pay the Access Charge on EIM Transfers that sink in California. Exports pay the Wheeling Access Charge, but EIM Transfers are excluded from Wheeling Access Charges. The ISO does not believe additional clarification is necessary.	1st
29.11(m)	PG&E	(l) Settlement Schedule. The CAISO shall assess EIM charges and fees in accordance with the settlements and billing process and schedule set forth in Section 11.	The ISO will review and consider additions to address financial adjustments in the draft EIM tariff. Note in general these would be provided for by reference to the appropriate sections of the ISO tariff.	1st

Section	Party	Comment	ISO Response	Round of Comments
		(m) Financial Adjustments. Rules regarding financial adjustments should be specified, consistent with section 3.7.9 of the Draft Final Proposal (p. 72)		
29.12(b)	SCE	Does CAISO plan to segregate default amount for EIM RT Market from the CAISO IFM Market? Should EIM market participants share in the default amount unrelated to the EIM RT Market?	EIM defaults are shared among all participants, including the ISO, which is consistent with the ISO policy.	1st
29.17(a)(1)	PG&E	Do EIM Entity SCs own transmission capacity or have rights to it? If not, should they be held accountable for registering this information?	The ISO will consider applying this requirement to the EIM Entity rather than the EIM Entity SC, similar to the PTO role in other ISO markets. At this time, the ISO believes the better option is to continue reference to ownership or contractual entitlement.	1st
29.17(b)	SCE	EIM Transmission Service Providers has not been defined!	The ISO proposed a definition in this first draft: - EIM Transmission Service Provider An EIM Entity or third party that owns transmission or has transmission service rights in the EIM Entity Balancing Authority Area and that chooses to make transmission service available for EIM use through an EIM Entity.	1st
29.20	PAC	Section 29.20 Confidentiality Provisions This section requires execution of a separate non-disclosure agreement (NDA) between the ISO and each EIM Scheduling Coordinator. It would be helpful to understand where this document is maintained and whether it will be a <i>pro forma</i> agreement subject to public comments prior to inclusion in Appendix B.	The ISO will revise this section to indicate scheduling coordinators may be required to execute a separate NDA to access non-public information consistent with ISO tariff section 20 and the BPMs.	1st

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29.20	SCE	How is non-participant generation information protected?	Non-participating resource information submitted in the bases schedule or otherwise as part of the EIM would be treated as confidential in accordance with the ISO tariff. This provision relates to access to the non-public information made available pursuant to section 6 of the ISO tariff.	1st
29.22(c)	SCE	<p>Should this be Real-Time Market area? Or EIM Area? CAISO does not control the EIM grid.</p> <p>Who is the entity that removes power from EIM as there is no 'buyer' of EIM energy?</p> <p>How does this determination interact with the CAISO's "deeming" of imports?</p> <p>Clarification as EIM energy will include transfers that are not in the CAISO Controlled Grid; instead it should say Real Time Market. Who is the entity that removes power from EIM as there is no 'buyer' of EIM energy? How does this determination interact with the CAISO's "deeming" of imports?</p> <p>Section 29.22 (c) Title of Energy edited as follows: Title for energy in the Energy Imbalance Market passes directly from the entity that holds title when the energy enters the Real Time Market CAISO Controlled Grid to the entity that removes the energy from the Real Time Market CAISO Controlled Grid.</p>	This should apply to transactions that use the transmission facilities which are made available in the EIM, not just the ISO controlled grid, which in the context of EIM would be energy produced and that sinks in an EIM Entity BAA or ISO BAA . Accordingly, the ISO will consider revisions consistent with the suggested changes but in reference to transmission facilities rather than markets.	1st
29.26	PAC	<p>Section 29.11(k) Transmission Service and Section 29.26 Transmission Rates and Charges</p> <p>Section 29.26(a)(1) states that transmission service charges for EIM transactions with sinks on the CAISO Controlled Grid are to be governed by Section 26 of the ISO Tariff which broadly governs transmission access charges. PacifiCorp understands that this is not intended to imply</p>	The Access Charge by definition is paid only by load. Load in California will pay the Access Charge on EIM Transfers that sink in California. Exports pay the Wheeling Access Charge, but EIM Transfers are excluded from Wheeling Access Charges. The ISO does not believe additional clarification is necessary.	1st

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		that there will be a transmission access charge imposed on EIM imports into the ISO Balancing Authority Area because Section 26 does not impose such a charge on imports. However, to avoid confusion, PacifiCorp recommends that additional language be added to this section to clarify this point.		
29.26(a)(2)	PG&E	Wheeling Access Charge. EIM transfers from the CAISO Controlled Grid to an EIM Area using the contractual or ownership rights of an EIM Entity or an EIM Transmission Provider shall not be exports and shall not be subject to the Wheeling Access Charge under Section 26.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.26(b)	Powerex	As written, this precludes charges for EIM Transfers by EIM Transmission Service Providers in all circumstances. This may be overly broad in the breadth of the circumstances that may arise. For example, it would preclude a transfer that exceeds the transmission made available from being assessed any charge which will violate the FERC approved OATTs of many transmission service providers.	An entity that exceeds its capacity reservation under an OATT would be assessed costs under that OATT. That is not a separate charge for the EIM Transfer and would not violate this provision.	1st
29.26(b)	SCE	Proposed Change: (b) Non-CAISO Facilities. The determination and charges for transmission service charges for EIM transactions on facilities that are part of the contractual or ownership rights made available to the EIM by an EIM Entity will be the responsibility of the EIM entity that made the facilities available, except that no EIM Transmission Service Provider may impose a separate charge for EIM Transfers that use its facilities.	The ISO will accept this clarification.	1st
29.26(b)	WPTF	What constitutes a “separate charge”?	This provision ensures that there will not be a pancaked EIM rate – all charges must be accounted for as part of the EIM Entity transmission service charges. The Transmission Service Provider cannot charge anything beyond its	1st

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			OATT rate.	
29.31	Powerex	It is unclear whether such entities require separate Scheduling Coordinators to participate in the DAM or if CAISO is proposing to preclude EIM participants from participating in the DAM.	The ISO will clarify by adding the words “in their capacities as such,” but an EIM Market Participant that wishes to participate in the Day-Ahead Market must use an entity that has signed a Scheduling Coordinator Agreement under section 4.5.	1st
29.32	SCE	Discussions with CAISO has clarified that resources without a CARB greenhouse gas (GHG) compliance obligation can submit a bid adder; therefore the adder no longer represents a compliance with GHG requirements in any way, directly or indirectly. Instead it should be called by a more accurate name of a California Bid Adder as it now represents a payment for a sale of energy to California. The language in the final EIM proposal is vague as it states that the “bid adder can include the cost of allowance” which will lead to confusing interpretation as it does not state “only include the cost of allowances”. ¹ Clearly, this adder is not a GHG adder and the CAISO’s proposed vague language makes that apparent. The language referring the California Bid Adder be based upon GHG compliance should be removed to avoid confusion. In addition, the tariff is missing the restriction of a single rate per day for the California Bid Adder which was part of the EIM proposal approved by the CAISO governing board. Finally, the CAISO has expressed at the Board Meeting they will continue to investigate the need for regional EIM market power testing and possible mitigation. Therefore it is possible that bid mitigation may be needed for the California Bid Adder, therefore Section 29.32 (a) (4) regarding the adder not being subject to big mitigation should be removed. The tariff should specify who will receive the report on energy deemed to flow to California in Section 29.32 (e). Finally the tariff is missing the payment made to participating generators that are deemed to import to California and receive the value from the marginal California Bid Adder.	The ISO accepts SCEs proposed clarification of the GHG provisions in sections 29.32(a)-(e); however, the ISO will reference “ISO” not “California” bid adder.	1st
29.32(a)	SCE	The CAISO clarified that producers without a CARB reporting compliance such as hydro can submit an adder. Therefore it no longer	The ISO accepts SCEs proposed clarification of the GHG provisions in sections 29.32(a)-(e); however, the ISO will reference “ISO” not	1st

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		represents GHG compliance and is now a CA bid adder. The language referring to GHG costs is not necessary. Proposed Change: (a) Greenhouse Gas California Bid Adders.	“California” bid adder.	
29.32(a)(1)	SCE	Proposed Changes: (1) Bid Submission. EIM Participating Resources may submit a California bid adder, which shall be a single rate applicable for the trading day. that is based on the estimated cost of compliance with California Air Resources Board greenhouse gas regulations, which may include the cost of allowances, uncertainty on the final resource specific emission factor, and other costs of greenhouse gas compliance.	See above.	1st
29.32(a)(2)	SCE	Should [energy cost portion] be a defined term in caps? Proposed Change: (2) Cap on California Bid Adder. The sum of the greenhouse gas bid adder and the energy cost portion of the bid cannot exceed \$1000/MWh.	See above.	1st
29.32(a)(3)	SCE	Proposed Change: (3) Minimum California Bid Adder. The greenhouse bid adder shall not be less than \$0/MWh.	See above.	1st
29.32(a)(4)	SCE	This was included in the final proposal, see page 84. This should be in the business practice manual. This would allow for a change in practice should regional EIM market power mitigation is	This will be included in the BPM.	1st

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		needed. (4) The California Bid Adder shall be a single rate per day. (4)		
29.32(b)-(c)	SCE	Proposed Changes: (b) Consideration of Greenhouse Gas Compliance in Market Optimization. The CAISO shall modify its Security Constrained Economic Dispatch optimization in the Real-Time Unit Commitment and Real-Time Dispatch to take into account greenhouse gas California Bid Adders in selecting energy produced by EIM Participating Resources outside California for import into California but not when selecting EIM Participating Resources to serve load outside of California. (c) Effect on Locational Marginal Price. Greenhouse gas compliance costs California Bid Adders shall are be included in the shadow prices for the net imbalance energy export allocation as a fourth component in the Locational Marginal Prices for EIM Entity Balancing Authority Areas.	See above.	1st
29.32(c)	WPTF	Need more detail. Is this resource-specific? If so it affects all generators, yes? But then it would also affect all load LMPs, yes?	The ISO will consider clarifying this sentence as follows: “Greenhouse gas compliance costs shall be included in the shadow prices for the net imbalance energy export allocation as a fourth component in the Locational Marginal Prices for EIM Participating Resources Entity Balancing Authority Areas. ” The net imbalance energy export allocation only affects EIM Participating Resources that are identified as providing imports into the CAISO’s BAA, and does not affect LMPs for loads in EIM Entity BAAs.	1st
29.32(d)	WPTF	Notice to EIM Participating Resource. The CAISO will notify the EIM Participating Resource Scheduling Coordinator through the dispatch	The ISO will consider making this change.	1st

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		instruction whether the resource is deemed to have been imported in to California as a result of the EIM optimization and the quantity of energy deemed to have been imported into CA for each settlement interval.		
29.32(e)	PG&E	The CAISO should specify the entity responsible for reporting these energy imports (i.e., EIM Participating Resource Scheduling Coordinator).	The ISO does not believe it would be appropriate to enforce CARB reporting requirement under the ISO tariff, as discussed above with respect to comments on section 29.4.	1st
29.32(e)	PG&E	<p>(e) Reporting Requirements. The CAISO will report the portion of the 15-minute energy schedule and the portion of 5-minute energy dispatch that is associated with energy imports to CAISO for all EIM Participating Resources as part of the Real-Time Market results publication. Each EIM Participating Resource Scheduling Coordinator will aggregate and report energy imports to the to the California Air Resources Board pursuant to the Regulation for Mandatory Reporting of Greenhouse Gas Emissions.</p> <p>The CAISO should specify the entity responsible for reporting these energy imports (i.e., EIM Participating Resource Scheduling Coordinator).</p>	The ISO intends to remove independent registration or other greenhouse gas compliance requirements included in the ISO tariff. Instead, a more general obligation applicable to EIM participating resources will be stated.	1st
29.32(e)	SCE	<p>Does the reporting go to the resource the SC or Both?</p> <p>Proposed Change:</p> <p>Reporting Requirements. The CAISO will report to the EIM Participating Resource and their Schedule Coordinator the portion of the 15-minute energy schedule and the portion of 5-minute energy dispatch that is associated with energy imports to CAISO for all EIM Participating Resources as part of the Real-Time Market results</p>	The ISO will consider adding this text, except that the reporting will go to the EIM Participating Resource Scheduling Coordinator, which can provide the data to the resource.	1st

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		publication.		
29.32(f)	SCE	This import to California payment is missing in the tariff Proposed change: (f) <u>EIM Participating Resources that import into California are eligible to receive a payment based upon the amount exported an the Marginal California Bid adder.</u>	The ISO will consider making this change, with reference to the term EIM transfer.	1st
29.33	PG&E	This section may no longer exist once the FERC 764 changes are approved	Removal of this section has been proposed and this section reference will be “Not Used”.	1st
29.33	Powerex	the reference to Section 33 does not reflect the Order No. 764 Tariff change renumbering.	The ISO will be revising the draft language to reflect the Order No. 764 Tariff.	1st
29.34(d)(1)(D)	SCE	What happens if they do not or cannot?	This would be picked up in the resource sufficiency calculation and EIM transfers could be limited accordingly.	1st
29.34(d)(4)(A)	PG&E	In General. An EIM Entity Scheduling Coordinator may opt to provide a non-binding demand forecast, net of behind-the-meter generation that is not registered as a resource, as part of the hourly EIM Base Schedules.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(d)(4)(C)	PG&E	Updates. The EIM Entity Scheduling Coordinator must update any such forecast for each operating hour and the following 6 to 10 hours and submit the update to the CAISO no later than 75 minutes prior to the start of that operating hour, as part of its hourly EIM Base Schedule	The ISO will perform a complete review and reconciliation of all defined terms.	1st

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		submission.		
29.34(d)(4)(D)	SCE	What if the EIM Entity fails to cover sufficient bids to cover the difference in demand forecasts between the CAISO and EIM Entity?	Incremental EIM transfers in will not be allowed.	1st
29.34(e)(3)(A)	PG&E	Requirement. The EIM Base Schedules included in the EIM Resource Plan must balance the demand forecast for each EIM Entity Balancing Authority Area.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(e)(3)(A)	WPTF	Is this worded as best it can be? Would like to see it say that demand forecast will be balanced with supply. Or that base scheduled supply energy must equal the demand forecast, or...?	This includes interchange and other impacts to a base schedule that may not be supply as stated and need not be clarified.	1st
29.34(e)(3)(B)	PG&E	Should specify whether this is the CAISO's demand forecast or the EIM Entity's demand forecast.	If the EIM Entity is using its own forecast, it would be the EIM Entity forecast. The ISO will consider whether further clarification is warranted. For example, if the supply in the base schedule is less than the market operator's demand forecast, the difference may be required in available bids as part of resource sufficiency.	1st
29.34(e)(3)(B)	PG&E	(B) Insufficient Supply. An EIM Resource Plan shall be deemed to have insufficient energy supply if the sum of EIM Base Schedules from non-participating resources and the sum of the highest quantity offers in the energy bid range from EIM Participating Resources, including interchange with other Balancing Authority Areas, is less than the total demand forecast for the associated EIM Entity Balancing Authority Area.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(e)(3)(B), (i)(2)	Powerex	The EIM policy seems to include "intertie bids" in the consideration of Insufficient Supply in 29.34(e)(3)(B). The tariff needs to clarify when an EIM Entity bids on an intertie between the EIM Entity and a neighboring Balancing Authority Area, what validation is performed to ensure the	The same RTM rules as filed by the ISO on FERC Order No. 764 would apply if an EIM Entity allowed economic bidding on its interties with BAAs outside the EIM.	1st

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		bids represent actual physical capacity able to perform if awarded a schedule.		
29.34(e)(3)(C)	PG&E	Should specify whether this is the CAISO's demand forecast or the EIM Entity's demand forecast.	See response to PG&E on same question above.	1st
29.34(e)(3)(C)	PG&E	(C) Excess Supply. An EIM Resource Plan shall be deemed to have excessive energy supply if the sum of EIM Base Schedules from non-participating resources and the sum of the lowest quantity offers in the energy bid range from EIM Participating Resources is greater than the total demand forecast for the associated EIM Entity Balancing Authority Area.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(e)(5)	PAC	Section 29.34(e)(5) PacifiCorp recommends that this Section refer to 40 minutes before the operating hour, not 75.	EIM Entities have the opportunity to revise the base schedules at 55 and 45 minutes before the Operating Hour under section 29.34(f)(1)(B), so no revision is necessary here.	1st
29.34(f)(1)	PAC	Section 29.34(f)(1) Real-Time EIM Base Schedules This section appears to require that non-participating resources in the EIM Entity Balancing Authority Area must submit real-time hourly EIM Base Schedules that meet business practice requirements. PacifiCorp recommends that the ISO tariff should place obligations only on participating resources and EIM Entities, and should not apply to non-participating resources. The ISO Tariff will not apply to non-participating resources because those resources will not be required to enter into a contractual arrangement with the ISO. Therefore, to the extent information is needed from non-participating resources in order to develop base schedules, such information must be gathered by or through the applicable EIM Entity. Though this example is highlighted here, Section 29 should be reviewed in its entirety to ensure that legal obligations are not placed on non-participating resources directly by the	The provision was intended to set a deadline by which an entity must submit a base schedule if it wishes to participate in the market (with an EIM Entity able to submit on behalf of non-participating resources. The ISO proposal includes the opportunity for non-participating resources, loads, etc. to submit base schedule information themselves through an EIM entity portal hosted by the ISO. The provision was not intended to impose an affirmative responsibility on any entity (although participation would not be possible unless a schedule is submitted by either the EIM Entity SC of the non-participating resource). The ISO will clarify this.	1st

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		ISO. To be consistent with the Draft Final Proposal, the reference in subsection 29.34(f)(1)(B) should refer to 40 minutes, not 45.		
29.34(f)(3)	PG&E	EIM Base Schedule for Imports and Exports. EIM Base Schedules must disaggregate Day-Ahead import/export schedules....	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(i)(2)	PG&E	Bidding Intertie Schedules. An EIM Entity Scheduling Coordinator may bid an intertie schedule between the EIM Entity and a neighboring Balancing Authority Area into the FMM if both Balancing Authority Areas support economic bidding of 15-minute intertie scheduling under FERC Order No. 764.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(i)(2)	WPTF	Why only entities?	The reference should include EIM Participating Resource Scheduling Coordinator and the ISO will correct this.	1st
29.34(k)	PG&E	Supply Insufficiency. If supply in the Base Schedules is insufficient to meet the load forecast, in which case the CAISO will reduce the load in the EIM Base Schedule, which will result in the shortfall being settled through EIM.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(l)	PAC	Section 29.34(l) EIM Optimization This section states that the ISO will perform EIM optimization using the procedures and timelines in Section 34 of the ISO Tariff. However, Section 34 of the ISO Tariff refers to ancillary services markets and short-term unit commitment. It is unclear to PacifiCorp whether and how these terms apply in the EIM.	The ISO will clarify these references in its overall review and consideration of references, exclusions, and definitions.	1st
29.34(m)	WPTF	In these cases the costs should not be passed along to convergence	The requested change would be inconsistent with the approved policy.	1st

Section	Party	Comment	ISO Response	Round of Comments
		bidder.		
29.34(o)(1)	PG&E	What is a BAA's own portion of the combined requirement? Isn't each BAA only responsible for meeting its individual, standalone requirement?	Each BAA will only be required to meet its share of the collective requirement, provided they are eligible based on successful passage of the resource sufficiency and ramping tests. This is how the EIM benefit is shared among entities that are not presumed to be leaning on others. These are hierarchical constraints. The cost of shared constraints are allocated pro-rata based upon the individual constraints.	1st
29.34(o)(1)	PG&E	(1) Responsibility. Each EIM Entity Balancing Authority Area and the CAISO Balancing Authority Area will be responsible for meeting its own portion of the EIM Area Flexible Ramping Constraint requirement for the next hour.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(o)(2)	PG&E	The CAISO should use the defined term Flexible Ramping Constraint requirement consistently throughout this section.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(o)(2)	PG&E	(2) Nature. The CAISO shall determine a Flexible Ramping Constraint requirement for each Balancing Authority Area in the EIM Area and each combination thereof based upon the transfer capability between Balancing Authority Areas, and for the EIM Area.	The ISO will perform a complete review and reconciliation of all defined terms. The ISO will consider this request.	1st
29.34(o)(3)	PG&E	Determination. Under the procedures set forth in the Business Practice Manual, the CAISO will determine the Flexible Ramping Constraint requirement using the CAISO demand forecast and CAISO variable energy resource forecast for each Balancing Authority Area in the EIM Area, for each combination thereof, and for the EIM Area as upward ramping needs based on the demand forecast change across consecutive intervals, demand forecast error, and energy production variability.	The ISO will perform a complete review and reconciliation of all defined terms.	1st

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29.34(o)(5)(B)	PG&E	Sufficiency of an EIM Entity Balancing Authority Area with a Net Outgoing EIM Transfer. If an EIM Entity Balancing Authority Area has a net outgoing EIM Transfer (net imbalance energy export with reference to the base net schedule interchange) before the operating hour, then it will have partially fulfilled its Flexible Ramping Constraint requirement for that hour because it can retract that EIM transfer during the hour as needed and the CAISO will apply a Flexible Ramping Constraint requirement credit in the flexible ramp sufficiency test for that EIM Entity Balancing Authority Area equal to the net outgoing EIM transfer before the operating hour.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(o)(5)(B) and (C)	Six Cities	The sufficiency evaluation for an EIM Entity Balancing Authority Area with a net outgoing EIM Transfer (sub-part (B)) does not appear symmetric with the sufficiency evaluation for an EIM Balancing Authority Area with a net ingoing EIM Transfer (sub-part (C)). The Cities request that the ISO explain the reasons for this asymmetry and explain why this asymmetry will not result in a shortfall of available flexible ramping capacity.	This was discussed in the technical workshop and the tariff provision is appropriate as drafted.	1st
29.34(o)(5)(C)	PG&E	Sufficiency of an EIM Entity Balancing Authority Area with a Net Ingoing EIM Transfer. If an EIM Entity Balancing Authority Area that has a net incoming EIM transfer (net imbalance energy import with reference to the base net schedule interchange) before the operating hour; then the Flexible Ramping Constraint requirement for that EIM Entity Balancing Authority Area in the flexible ramping sufficiency test will be considered sufficient if it meets its own Flexible Ramping Constraint requirement, irrespective of the incoming EIM Transfer, which will be the result of optimal dispatch in the EIM Area.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(o)(6)(1)	WPTF	What's a combination constraint and how are they distinguished from individual constraints?	The hierarchical constraints were illustrated in the technical workshop.	1st
29.34(o)(6)(1-3)	PAC	Section 29.34(o)(6)(1-3) Effect of Insufficiency	The hierarchical constraints (combination constraints) were illustrated in the technical workshop. The ISO will consider whether "combination	1st

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		<p>A fourth subsection should be added to this section to specify when the EIM Entity may again meet the flexible ramping sufficiency test.</p> <p>PacifiCorp recommends that the ISO clarify what is meant by the term “combination constraints.” PacifiCorp is not aware of this term in common parlance and it was not used in the Draft Final Proposal.</p>	<p>constraint” is the best term in this context.</p>	
29.34(p)	PAC	<p>Section 29.34(p) Reserve Sharing</p> <p>PacifiCorp agrees with the substance of this section regarding the EIM Entity and EIM Entity Scheduling Coordinator responsibilities with respect to reserve sharing and contingency reserves. However, PacifiCorp is concerned that there is potential confusion between the concepts of reserve sharing and contingency reserves. Each EIM Entity will be required to carry a certain amount of contingency reserves, which may or may not be required under a reserve sharing arrangement. As such, these terms are related but not interchangeable. Therefore, PacifiCorp proposes that the title of the section be modified to also reference contingency reserves to clarify that reserve sharing and contingency reserves are related but separate concepts.</p>	<p>The ISO will clarify appropriately.</p>	1st
29.34(p)(1)(b)(i)	PAC	<p>Section 29.7(f)(1)&(g) EIM Entity Manual Dispatch; Section 29.34(p)(1)(b)(i)</p> <p>Intertie Schedules with Other Balancing Authorities These two sections refer to “manual dispatch” by the EIM Entity to resources in its Balancing Authority Area. The term “manual dispatch” was not used in the Draft Final Proposal and it is not clear what is intended by the use of this term. It appears to PacifiCorp that what is meant to be referred to in these sections is what the Draft Final Proposal referred to as “exceptional dispatch.” PacifiCorp recommends that the ISO should either change the appropriate references to exceptional dispatch or clarify what is meant by manual dispatch and how it is different from exceptional dispatch as</p>	<p>The ISO will perform a complete review and reconciliation of all defined terms. See comment in 29.1 above.</p>	1st

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		that term was used in the Draft Final Proposal.		
29.34(p)(B)(i)	PG&E	include any energy schedules for deployment of reserves in the hourly EIM Base Schedules, if time permits, or in manual dispatch instructions, in which case they will be settled in EIM as bilateral (self-scheduled) transactions, with changes in resource output balanced with other changes in resource output or in tagged interchange;	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(p)(B)(ii)	PG&E	immediately inform the CAISO of operating reserve contingencies and resource EIM Base Schedule adjustments in response to contingencies; and	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(p)(B)(iii)	PG&E	if a resource's actual response differs from the resource EIM Base Schedule adjustment, supply a resource EIM Base Schedule update showing the actual resources that have deployed during the event by no later than 1:00 a.m. seven days after the operating day in which the event occurred.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.34(p)(C)(ii)	PG&E	After Update. After EIM Base Schedule updates are received and EIM dispatches reflect the updated self-schedules and operating limits, the CAISO shall account for the dispatches in the Net Scheduled Interchange values that it provides to EIM Entity Scheduling Coordinators	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.38(a)	PG&E	monitoring markets administered by the CAISO for actual or potential ineffective market rules, market abuses, market power or violations of FERC or CAISO market rules prohibiting provision of false information or market manipulation;	The ISO will perform a complete review and reconciliation of all defined terms.	1st
29.38(a)	SCE	Proposed Change: (a) monitoring markets administered by the CAISO for potential ineffective market rules, market abuses, market power or violations of	The ISO will include this clarification.	1st

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		FERC market rules prohibiting provision of false information, or market manipulation;		
29.38(c)	PG&E	providing recommendations about actual or potential market design flaws or ineffective market rules to the CAISO and FERC; and	This statement is not necessary as it suggests a presumption that there a design flaw exists.	1st
29.38(c)	Powerex	Since the role of the DMM contemplated in EIM is to provide services to all EIM Entities and not just the CAISO, DMM should consult with EIM Entities about perceived market design flaws, not just CAISO and FERC.	While DMM certainly may consult with EIM entities regarding potential market design issues, it is not appropriate to include a tariff requirement to do so.	1st
29.38(d)	PG&E	referring a matter to FERC if the Department of Market Monitoring determines there is sufficient credible evidence that a violation of FERC or CAISO market rules has occurred.	The ISO will consider this change.	1st
29.39(a)	PG&E	<p>(a) EIM Market Power Mitigation Procedure. The CAISO shall apply the Real-Time Local Market Power Mitigation procedure in Section 39.7 to the EIM, except that—</p> <p>(1) the CAISO shall apply the procedure separately for each EIM Entity Balancing Authority Area by performing tests for constraint competitiveness and bid mitigation only on resources situated within the same Balancing Authority Area in which a constraint is located;</p> <p>(2) the CAISO shall only subject a resource to bid mitigation for market power within the same Balancing Authority Area in which the resource is situated;</p> <p>(3) the three-pivotal-supplier test used to determine the competitiveness of constraints shall not exclude any suppliers participating in the EIM; and</p> <p>(4) the CAISO may establish different reference buses for each Balancing Authority Area, which need not be within the Balancing</p>	The ISO will consider this change.	1st

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		Authority Area, for the purpose of computing shift factors for use in the market power mitigation procedures, based on the network topology of each Balancing Authority Area and consideration of the bus at which the congestion component of Locational Marginal Price is least influenced by market power.		
29.39(a)(3)	SCE	Proposed Change: (3) the three-pivotal-supplier test used to determine the competitiveness of constraints internal to the CAISO shall not exclude any suppliers participating in the EIM;	The ISO does not consider this change to be appropriate but will need to consider this matter further.	1st
29.39(a)(3)	WPTF	What's the point of this? Seems implied? Something else going on here?	The ISO intends to reflect current LMPM as applied to the EIM and will consider whether changes may be appropriate.	1st
29.39(a)(4)	Powerex	typography should be topography	The ISO will correct the typo.	1st
29.39(a)(4)	SCE	Should this be in Section 39.7? Please clarify the treatment will be same or different for constraints internal and external to the CAISO in the format as suggested here. (4) the three-pivotal-supplier test used to determine the competitiveness of constraints in EIM Entities shall not exclude any suppliers participating in the EIM; and	The ISO intends to reflect current LMPM as applied to the EIM and will consider whether changes may be appropriate.	1st
29.39(a)(4)	WPTF	Why would it not be in the BAA?	It is possible that reference busses should be located in another BAA if that makes the most sense. There should not be a restriction to limit the location by BAA.	1st
29.39(b)	PG&E	Dynamic Competitive Path Assessment. The CAISO shall conduct the dynamic competitive path assessment to determine for each EIM Entity Balancing Authority Area which of its Transmission Constraints are competitive versus non-competitive, consistent with Section 39.7.2,	The ISO will use the conjunctive “or” as in 39.7.2, and will perform a complete review and reconciliation of all defined terms, including the definition of reference bus.	1st

Section	Party	Comment	ISO Response	Round of Comments
		<p>except that—</p> <p>(1) EIM Participating Resource Scheduling Coordinators shall submit to the CAISO information required to perform the dynamic competitive path assessment;</p> <p>(2) the dynamic competitive path assessment shall not exclude suppliers participating in the EIM from the test used to determine the competitiveness of constraints on the basis that they may be net buyers of energy in the EIM; and</p> <p>(3) the Reference Bus used in the Market Power Mitigation procedure for EIM Participating Resources is not required to be the same as the Reference Bus used in the Market Power Mitigation procedure for resources within the CAISO Balancing Authority Area.</p>		
29.39(b)(2)	WPTF	More info about this please.	The ISO will consider clarifications.	1st
29.39(c)	PG&E	<p>Locational Marginal Price Decomposition. The CAISO shall perform the Locational Marginal Price decomposition for each EIM Entity Balancing Authority Area using the results of the dynamic competitive path assessment and the congestion pricing results of the pre-market run so as to determine which resources may have local market power due to congestion on one or more non-competitive constraints, consistent with Section 31.2.1, except that—</p> <p>(1) the CAISO will not mitigate resource bids for scheduling limit constraints with Balancing Authority Areas that do not participate in the</p>	The ISO will consider the proposed clarifications.	1st

Section	Party	Comment	ISO Response	Round of Comments
		EIM; he Locational Marginal Price decomposition shall only be triggered if the resource is effective at relieving congestion on one or more non-competitive constraints within the same Balancing Authority Area in which the resource is situated, except as described in paragraph (4); (3) EIM Participating Resources shall be mitigated to relieve congestion on non-competitive constraints within the same Balancing Authority Area in which they are situated except as described in paragraph (4); and		
29.39(c)(3)	WPTF	Is the opposite true?	Further clarification of this question would be appreciated.	1st
29.39(c)(4)	SCE	Is this new term or does it refer to the constraints used in the flexi ramp sufficiency test between BAAs?	As used in section 3.2.5 of the Draft Final Proposal, “EIM Transfer constraint” refers to a limit on energy transfers between EIM Entities’ BAAs, such limits on intertie capacity.	1st
29.39(c)(4)	WPTF	Include some notice period.	The notice period would be consistent with FERC rules of procedure.	1st
29.39(d)	PG&E	Default Energy Bids. The CAISO shall use the methods and standards set forth in Section 39.7.1 to calculate Default Energy Bids for EIM Participating Resources .	The proposed changes are generally acceptable subject to further review and clarification.	1st
29.39.(b)(3)	WPTF	Please explain this during the meeting.	The selection of the reference bus for local market power mitigation is discussed in section 3.2.5 of the Draft Final Proposal.	1st
Appendix A	PG&E	4. Need consistent use of CAISO defined terms in the new tariff Where appropriate, the CAISO should use capitalized terms defined in the CAISO tariff. This will make the new sections of the tariff consistent with the older sections. PG&E provides some examples below and	The ISO recognizes the need to reconcile defined terms, particularly new definitions associated with the Order 764 tariff changes filed on November 26, and will engage in a comprehensive effort to that end.	1st

Section	Party	Comment	ISO Response	Round of Comments																														
		<p>offers suggested edits in appendix section.</p> <table border="1"> <thead> <tr> <th>CAISO should use</th> <th>Instead of</th> </tr> </thead> <tbody> <tr> <td>Reliability Coordinator</td> <td>reliability coordinator</td> </tr> <tr> <td>EIM Contingency</td> <td>EIM contingency</td> </tr> <tr> <td>Fifteen Minute Market (FMM)</td> <td>15-minute market</td> </tr> <tr> <td>Real Time Dispatch (RTD)</td> <td>5-minute market</td> </tr> <tr> <td>Hourly Real-Time LAP Price</td> <td>hourly real-time Load Aggregation Point price</td> </tr> <tr> <td>Imbalance Energy</td> <td>imbalance energy</td> </tr> <tr> <td>Shadow Price</td> <td>shadow price</td> </tr> <tr> <td>Virtual Bids</td> <td>convergence bids</td> </tr> <tr> <td>Energy Schedules</td> <td>energy schedules</td> </tr> <tr> <td><u>Curtable</u> Demand</td> <td><u>curtailable</u> demand</td> </tr> <tr> <td>Demand Response Services</td> <td>demand response services</td> </tr> <tr> <td>Measured Demand</td> <td>measured demand</td> </tr> <tr> <td>Operational Adjustment</td> <td>operational adjustment</td> </tr> <tr> <td>Metered Demand</td> <td>metered demand</td> </tr> </tbody> </table>	CAISO should use	Instead of	Reliability Coordinator	reliability coordinator	EIM Contingency	EIM contingency	Fifteen Minute Market (FMM)	15-minute market	Real Time Dispatch (RTD)	5-minute market	Hourly Real-Time LAP Price	hourly real-time Load Aggregation Point price	Imbalance Energy	imbalance energy	Shadow Price	shadow price	Virtual Bids	convergence bids	Energy Schedules	energy schedules	<u>Curtable</u> Demand	<u>curtailable</u> demand	Demand Response Services	demand response services	Measured Demand	measured demand	Operational Adjustment	operational adjustment	Metered Demand	metered demand		
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Appendix A - Energy Imbalance Market (EIM)	PG&E	This new definition identifies the EIM as a “voluntary” market, and the modified definition of RTM further below seems to indicate that the EIM will become the RTM once this tariff is approved by FERC. Where does the CAISO BAA fit in the EIM and RTM definitions? The EIM is not voluntary for the CAISO BAA nor are some of the RTM functions relevant to the EIM.	The ISO proposes to remove the word “voluntary” and will perform a complete review and reconciliation of all defined terms.	1st																														
Appendix A - Energy Imbalance Market	PG&E	The CAISO’s voluntary real-time market to manage transmission congestion and optimize procurement of imbalance energy (positive or negative) to balance supply and demand deviations for the EIM Area through economic bids submitted by EIM Participating Resource	The ISO will perform a complete review and reconciliation of all defined terms.	1st																														

Section	Party	Comment	ISO Response	Round of Comments
(EIM)		Scheduling Coordinators in the FMM.		
Appendix A - EIM Base Schedule	PG&E	A forward Energy Schedule submitted by an EIM Entity Scheduling Coordinator that provides hourly-level forecasts for load, hourly-level schedules for resources, and hourly-level schedules interchanges and other information that is used by the CAISO as the baseline to measure deviations for purposes of EIM settlement.	The ISO will make this change.	1st
Appendix A	PG&E	<p>3. New EIM terms need to be defined or current terms modified</p> <p>For clarity, the CAISO should create the following new definitions. These terms are unique to the operation of an EIM and should be referenced in the relevant tariff sections to avoid confusion with other non-EIM related terms.</p> <ul style="list-style-type: none"> • EIM Non-Participating Resource • EIM Non-Participating Load • EIM Unaccounted For Energy • EIM Instructed Imbalance Energy • EIM Uninstructed Imbalance Energy • EIM Convergence Bid Adjustment • EIM Administrative Charge <p>The CAISO may also need to modify existing defined terms so they remain accurate under an EIM. For example, the definition of Imbalance Energy needs to be expanded to consider deviations from EIM Base Schedules in the 15 minute market and deviations of the 5 minute dispatch from the 15-minute market schedules. Also, the existing definitions of Flexible Ramping Constraint and Flexible Ramping Constraint Derived Price may need to be modified to reference the appropriate EIM sections.</p>	<p>The ISO will comprehensively review the use of all defined terms and consider additional EIM specific definitions and amendment to existing ISO definitions as appropriate. The terms proposed by PG&E will be considered in this exercise.</p> <p>The ISO recognizes the need to reconcile defined terms, particularly new definitions associated with the Order 764 tariff changes filed on November 26, and will engage in a comprehensive effort to that end.</p>	1st

Section	Party	Comment	ISO Response	Round of Comments
Appendix A - CAISO Markets	PG&E	<p>Any of the markets administered by the CAISO under the CAISO Tariff, including, without limitation, the DAM, HASP, RTM, EIM, transmission, and Congestion Revenue Rights.</p> <p>[May need to remove the reference to HASP once the FERC 764 changes are approved]</p>	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - CAISO Metered Entity	PG&E	<p>(a) any one of the following entities that is directly connected to the CAISO Controlled Grid:</p> <ul style="list-style-type: none"> i. a Generator other than a Generator that sells all of its Energy (excluding any Station Power that is netted pursuant to Section 10.1.3) and Ancillary Services to the Utility Distribution Company or Small Utility Distribution Company in whose Service Area it is located; ii. an MSS Operator; or iii. a Utility Distribution Company or Small Utility Distribution Company; and <p>(b) any one of the following entities:</p> <ul style="list-style-type: none"> i. a Participating Generator; ii. a Participating TO in relation to its Tie Point Meters with other TOs or Balancing Authority Areas; iii. a Participating Load; iv. a Participating Intermittent Resource; 	The ISO will perform a complete review and reconciliation of all defined terms.	1st

Section	Party	Comment	ISO Response	Round of Comments
		<p>v. an EIM Participating Resource; or</p> <p>vi. a utility that requests that Unaccounted for Energy for its Service Area be calculated separately, in relation to its meters at points of connection of its Service Area with the systems of other utilities.</p>		
Appendix A - EIM Resource Plan	PG&E	The combination of load EIM Base Schedules, generation EIM Base Schedules, interchange EIM Base Schedules, ancillary services plans of the EIM Entity, and the bid ranges of EIM Participating Resources	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - Market Participant	PG&E	An entity, including a Scheduling Coordinator, who either: (1) participates in the CAISO Markets through the buying, selling, transmission, or distribution of Energy, capacity, or Ancillary Services into, out of, or through the CAISO Controlled Grid; (2) is a CRR Holder or Candidate CRR Holder, (3) is a Convergence Bidding Entity; or (4) is an EIM Entity, EIM Entity Scheduling Coordinator, EIM Participating Resource, or EIM Participating Resource Scheduling Coordinator.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - Real-Time Market (RTM)	PG&E	<p>The spot market conducted by the CAISO using SCUC and SCED in the Real-Time, after the HASP is completed, which includes the RTUC, STUC and the RTD for the purpose of Unit Commitment, Ancillary Service procurement, Congestion Management and Energy procurement based on Supply Bids and CAISO Forecast of CAISO Demand, which will be the EIM prospectively from the effective date of Section 29.</p> <p>[May need to remove the reference to HASP once the FERC 764 changes are approved; more importantly, needs to specify that the new 15 minute market (FMM), in the context of the EIM, will be a part of the RTM]</p>	The ISO will perform a complete review and reconciliation of all defined terms.	1st

Section	Party	Comment	ISO Response	Round of Comments
Appendix A - Scheduling Coordinator	PG&E	An entity certified by the CAISO for the purposes of undertaking the functions specified in Section 4.5.3, including any entity designated as a Scheduling Coordinator for an EIM Entity or EIM Participating Resource for the purposes of undertaking the functions specified in Section 29.4.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - Energy Imbalance Market (EIM)	Powerex	Definition of EIM is that it is “CAISO’s” voluntary real-time market, This should be changed to reflect that the EIM is the market of the EIM Participants. CAISO is merely the operator of the market but it is not a CAISO market.	The ISO will be revising the definition of EIM and will consider Powerex’s suggestion.	1st
Appendix A - CAISO Markets	SCE	Any of the markets administered by the CAISO under the CAISO Tariff, including, without limitation, the DAM, HASP, RTM, EIM, transmission, and Congestion Revenue Rights.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - CAISO Metered Entity	SCE	<p>(a) any one of the following entities that is directly connected to the CAISO Controlled Grid:</p> <ul style="list-style-type: none"> i. a Generator other than a Generator that sells all of its Energy (excluding any Station Power that is netted pursuant to Section 10.1.3) and Ancillary Services to the Utility Distribution Company or Small Utility Distribution Company in whose Service Area it is located; ii. an MSS Operator; or iii. a Utility Distribution Company or Small Utility Distribution Company; and <p>(b) any one of the following entities:</p> <ul style="list-style-type: none"> i. a Participating Generator; 	The ISO will perform a complete review and reconciliation of all defined terms.	1st

Section	Party	Comment	ISO Response	Round of Comments
		<ul style="list-style-type: none"> ii. a Participating TO in relation to its Tie Point Meters with other TOs or Balancing Authority Areas; iii. a Participating Load; iv. a Participating Intermittent Resource; v. an EIM Participating Resource; or vi. a utility that requests that Unaccounted for Energy for its Service Area be calculated separately, in relation to its meters at points of connection of its Service Area with the systems of other utilities. 		
<p>Appendix A - Energy Imbalance Market (EIM)</p>	<p>SCE</p>	<p>This new definition identifies the EIM as a “voluntary” market, and the modified definition of RTM further below seems to indicate that the EIM will become the RTM once this tariff is approved by FERC. Where does the CAISO BAA fit in the EIM and RTM definitions? The EIM is not voluntary for the CAISO BAA nor are some of the RTM functions relevant to the EIM.</p> <p>So EIM is just the voluntary market outside the CAISO’s real-time market.</p> <p>Need to make sure the terms EIM and Real-Times are used properly</p> <p>The CAISO’s voluntary real-time market to manage transmission</p>	<p>The ISO will perform a complete review and reconciliation of all defined terms. In particular, the ISO will consider the impact of defining the Real-Time Market (including the FMM) as including the EIM to resolve section 34 issues, but this would also call for redefining this to refer to the participation of EIM Market Participants in the Real-Time Market.</p>	<p>1st</p>

Section	Party	Comment	ISO Response	Round of Comments
		congestion and optimize procurement of imbalance energy (positive or negative) to balance supply and demand deviations for the EIM Area through economic bids submitted by EIM Participating Resource Scheduling Coordinators in the FMM.		
Appendix A - EIM Area	SCE	Isn't this the Real-Time Market which is already defined? Perhaps this should just be the combined EIM Entities. The term Real-Time Market should be the combined areas. There needs to be careful consideration between the terms Real-time market and just the voluntary EIM market. The combined EIM Entity Balancing Authority Areas.	This is describing an area, not the market. The ISO does intend for the EIM Area to include the ISO balancing authority area. When appropriate, Section 29 references the ISO BAA or EIM Entity BAA specifically.	1st
Appendix A - Market Participant	SCE	An entity, including a Scheduling Coordinator, who either: (1) participates in the CAISO Markets through the buying, selling, transmission, or distribution of Energy, capacity, or Ancillary Services into, out of, or through the CAISO Controlled Grid; (2) is a CRR Holder or Candidate CRR Holder, (3) is a Convergence Bidding Entity; or (4) is an EIM Entity, EIM Entity Scheduling Coordinator, EIM Participating Resource, or EIM Participating Resource Scheduling Coordinator.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - Real Time Market (RTM)	SCE	The spot market conducted by the CAISO using SCUC and SCED in the Real-Time, after the HASP is completed, which includes the RTUC, STUC and the RTD for the purpose of Unit Commitment, Ancillary Service procurement, Congestion Management and Energy procurement based on Supply Bids and CAISO Forecast of CAISO	The ISO will perform a complete review and reconciliation of all defined terms.	1st

Section	Party	Comment	ISO Response	Round of Comments
		Demand, which will include the EIM prospectively from the effective date of Section 29.		
Appendix A - Scheduling Coordinator	SCE	An entity certified by the CAISO for the purposes of undertaking the functions specified in Section 4.5.3, including any entity designated as a Scheduling Coordinator for an EIM Entity or EIM Participating Resource for the purposes of undertaking the functions specified in Section 29.4.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - Energy Imbalance Market (EIM)	Six Cities	The definition refers to procurement of imbalance energy “through <u>Imbalance Market (EIM) economic bids submitted by EIM Participating Resource Scheduling Coordinators,</u> ” which appears to exclude resources located within the CAISO Balancing Authority Area. It is the Six Cities’ understanding that the EIM optimization includes resources within the CAISO BAA. If that is the case, this definition should be revised to so clarify.	The EIM is mechanism by which non-ISO balancing authority areas participating in the ISO real-time market. The ISO will be revising the definition to address this issue. All resources within the EIM Area ISO balancing authority area participate in the real time market (along with imports, etc.), but resources locating in balancing authority areas are not subject to the certain real-time requirements (e.g., must offer requirements, etc.).	1st
Appendix A - EIM Base Schedule	Six Cities	Add “for” at the end of the second line of the definition.	The ISO will make this change.	1st
Appendix A - EIM Market Participant	Six Cities	Should this definition include Market Participants within the CAISO Balancing Authority Area that submit economic bids into the Real-Time Market?	No. As noted, the EIM is a subset of the Real-Time Market. EIM Market Participants participated only in the latter.	1st
Appendix A - EIM Participating Resource	WPTF	“(2) is located within an EIM Entity Balancing Authority Area” This means that schedules at the EIM boundaries couldn’t be considered PRs. Why does such a resource need to be in the BAA?	Located would include pseudo-ties but not other schedules, and was intentional.	1st

Section	Party	Comment	ISO Response	Round of Comments
Appendix A - CAISO Metered Entity	WPTF	(b)(iv)-(vi) iv. a Participating Intermittent Resource; v. an EIM Participating Resource; or vi. a utility that requests that Unaccounted for Energy for its Service Area be calculated separately, in relation to its meters at points of connection of its Service Area with the systems of other utilities.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - CAISO Markets	WPTF	"..., RTM , <u>EIM</u> ," Why is this distinct from RTM?	The EIM has unique attributes and should be recognized separately.	1st
Appendix A - Market Participant	WPTF	"...(2) is a CRR Holder or Candidate CRR Holder, (3) is a Convergence Bidding Entity; or (4) is an EIM Entity, EIM Entity Scheduling Coordinator, EIM Participating Resource, or EIM Participating Resource Scheduling Coordinator."	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - Real-Time Market (RTM)	WPTF	"...Supply Bids and CAISO Forecast of CAISO Demand, which will be the EIM prospectively from the effective date of Section 29." This seems to make little sense.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
Appendix A - Scheduling Coordinator	WPTF	An entity certified by the CAISO for the purposes of undertaking the functions specified in Section 4.5.3, including any entity designated as a Scheduling Coordinator for an EIM Entity or EIM Participating Resource for the purposes of undertaking the functions specified in Section 29.4.	The ISO will perform a complete review and reconciliation of all defined terms.	1st
EIMEA §5.1	Six Cities	Add at the end of the section "and for all costs allocated or assigned to it	EIM Entity costs incurred under the ISO tariff are allocated to the EIM	1st

Section	Party	Comment	ISO Response	Round of Comments
		pursuant to the CAISO Tariff.”	Entity Scheduling Coordinator, not the EIM Entity.	
EIMEA 3.2.2	PAC	<p>EIM Entity Agreement Section 3.2.2 Termination by EIM Entity</p> <p>This section of the EIM Entity Agreement requires one-hundred and eighty (180) days written notice to terminate the Agreement. As noted above, it is very important for PacifiCorp as an EIM Entity to have the ability to initiate a reversion or termination due to unexpected circumstances at any time and within a time period that is significantly shorter than 180 days. This lengthy notification period may only be appropriate so long as there are other remedies, such as temporary and permanent reversion, in place to protect wholesale and retail customers within a shorter period of time. PacifiCorp will continue to work with the ISO on reversion and termination concepts and intends to supplement these comments on the appropriate notification period at such time additional information is available. The ISO should also clarify whether the ISO will file notice of termination within thirty days or one hundred and twenty days – the current language references both number of days.</p> <p>PacifiCorp also requests information with respect to whether or not the ISO intends to file the EIM Entity Agreement and EIM Entity Scheduling Coordinator Agreement with FERC. PacifiCorp’s understanding is that typically <i>pro forma</i> agreements are not filed with FERC but are instead listed on the appropriate Electric Quarterly Report (EQR) unless they are nonconforming. Both agreements included as appendices to the Draft Tariff are labeled as <i>pro forma</i> agreements. PacifiCorp requests clarification as to whether this is an indication that agreements will be listed on the EQR rather than separately filed.</p>	<p>The ISO continues to believe a 180 notice period is reasonable and will continue to work with PacifiCorp and other stakeholders to ensure sufficient safeguards and other measures are in place.</p> <p>The ISO will clarify the termination notice filing requirements.</p> <p>The ISO would not file pro forma service agreements with FERC, in reliance upon the Commissions electronic quarterly reporting system. This is the practice of the ISO will respect to pro forma agreements. This practice would apply to the EIM agreements included in the ISO tariff.</p>	1st
EIMEA 4.1	PAC	<p>EIM Entity Agreement Section 4.1</p> <p>PacifiCorp recommends that Section 4.1 expressly state that other</p>	The ISO will consider this comment in conjunction with its efforts to comprehensively consider all references, exclusions and definitions.	1st

Section	Party	Comment	ISO Response	Round of Comments
		sections of the ISO Tariff besides Section 29 only apply and are incorporated by reference if they expressly refer to EIM Entities. This is consistent with the above discussion of Section 29.1(b).		
EIMESCA – 3.2	PAC	EIM Entity Scheduling Coordinator Agreement Section 3.2 In this section there is a blank to indicate that the agreement shall commence on the later of (a) _____ or (b) the date the EIM Entity Scheduling Coordinator is certified by the ISO. The ISO should clarify what the former option is meant to convey.	The blank is completed with the expected effective date but as the provision specifies the agreement does not become effective until the scheduling coordinator is certified by the ISO, which may be after the expected effective date.	1st
EIMESCA §2.14	Six Cities	In the second line, delete “the” before “Section”.	The ISO will make this change.	1st
EIMESCA §2.15	Six Cities	In the first line, delete “the” at the end of the line.	The ISO will make this change.	1st
EIMESCA §8.1	Six Cities	Add at the end of the section “and for all costs allocated or assigned to it pursuant to the CAISO Tariff.”	EIM Entity costs incurred under the ISO tariff are allocated to the EIM Entity Scheduling Coordinator, not the EIM Entity.	1st
EIMESCA, Appendix B	WPTF	Do existing SCs have to complete this agreement to bid into the EIM?	Yes.	1st
EIMPRA §3.2.1	Six Cities	In the fifth line, change “Entity” to “Participating Resource”.	The ISO will make this change.	1st
EIMPRA §3.2.2	Six Cities	In the fifth line, insert “remove” after “to”.	The ISO will make this change.	1st
EIMPRA §6.1	Six Cities	Add at the end of the section “and for all costs allocated or assigned to it pursuant to the CAISO Tariff.”	EIM Participating Resource costs incurred under the ISO tariff are allocated to the EIM Participating Resource Scheduling Coordinator, not the EIM Participating Resource.	1st
EIMPRSCA	SCE	It is required to also execute an EIMPRSCA if a scheduling coordinator also wants to represent EIM Participating Resources. SCE will also need to sign an EIM Participating Resource Agreement for such	Yes.	1st

Section	Party	Comment	ISO Response	Round of Comments
		resources. If SCE has already signed an SC agreement, do they need to sign a second EIMPR SCE agreement?		
EIMPRSCA §8.1	Six Cities	Add at the end of the section “and for all costs allocated or assigned to it pursuant to the CAISO Tariff.”	The ISO will make this change.	1st
EIMSCA 3.2	PAC	EIM Entity Scheduling Coordinator Agreement Section 3.2 Section 3.2 (termination) refers to sections of the ISO Tariff that govern termination of Scheduling Coordinator Agreements. Section 4.5.4.4(a)(iv) of the ISO Tariff states that if the Scheduling Coordinator does not participate in the ISO’s markets for Energy or Ancillary Services for a period of twelve (12) consecutive months and fails to comply with the provisions of Section 4.5.4.4.2 within one hundred and twenty (120) days after the ISO has given it written notice of the ISO’s intent to terminate its Scheduling Coordinator Agreement. As a result, it is unclear from Section 29 or the cross-referenced section that the EIM is an “Energy” market, as defined by the ISO Tariff. PacifiCorp assumes this is the case, but recommends that the ISO clarify tariff defined terms. For example, a reference to the “Master Definitions Supplement set out in Appendix A” could address this concern.	The ISO will consider this comment in conjunction with its efforts to comprehensively consider all references, exclusions and definitions.	1st
Miscellaneous	PG&E	More tariff detail is needed on the Flexible Ramping Constraint The existing tariff establishes rules to calculate a Flexible Ramping Constraint requirement, and to set a price and to allocate costs to meet this constraint. These rules are relatively straight forward for a single CASIO Balancing Authority Area (BAA). However, they are much more complex for the EIM, which must establish such a constraint for each individual BAA and all the combinations thereof. To facilitate this discussion and to demonstrate the complexity on this topic, let's consider the following example and scenarios provided by the	The ISO the level of detail on this topic included in the draft tariff to be sufficient and will consider additional details as requested by PG&E and discussed in the technical workshop as part of the BPM.	1st

Section	Party	Comment	ISO Response	Round of Comments									
		<p>CAISO in its EIM Draft Final Proposal.</p> <p><u>Flexible Ramping Constraint Example:</u></p> <p>i. Flexible ramping requirement for individual BAAs and for the EIM Area (with and without diversity benefits)</p> <p>+</p> <table border="1" data-bbox="642 578 1362 698"> <thead> <tr> <th data-bbox="642 578 768 638">BAA</th> <th data-bbox="768 578 991 638">Flexible Ramping Requirement (MW)</th> <th data-bbox="991 578 1362 638">Flexible Ramping Requirement with diversity benefit (MW)</th> </tr> </thead> <tbody> <tr> <td data-bbox="642 638 768 667">ISO</td> <td data-bbox="768 638 991 667">300</td> <td data-bbox="991 638 1362 667">N/A</td> </tr> <tr> <td data-bbox="642 667 768 698">EIM1</td> <td data-bbox="768 667 991 698">200</td> <td data-bbox="991 667 1362 698">$200 \times 600 / 650 = 184.62$</td> </tr> </tbody> </table>	BAA	Flexible Ramping Requirement (MW)	Flexible Ramping Requirement with diversity benefit (MW)	ISO	300	N/A	EIM1	200	$200 \times 600 / 650 = 184.62$		
BAA	Flexible Ramping Requirement (MW)	Flexible Ramping Requirement with diversity benefit (MW)											
ISO	300	N/A											
EIM1	200	$200 \times 600 / 650 = 184.62$											

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		<p>ii. EIM Transfer capability between BAAs</p> <table border="1" data-bbox="666 380 1346 496"> <thead> <tr> <th></th> <th>ISO (MW)</th> <th>EIM1 (MW)</th> <th>EIM2 (MW)</th> </tr> </thead> <tbody> <tr> <td>ISO</td> <td></td> <td>80</td> <td>80</td> </tr> <tr> <td>EIM1</td> <td>80</td> <td></td> <td>20</td> </tr> <tr> <td>EIM2</td> <td>80</td> <td>20</td> <td></td> </tr> </tbody> </table> <p>iii. Scenario #1: Both EIM1 and EIM2 pass the sufficiency test</p> <table border="1" data-bbox="658 553 1346 777"> <thead> <tr> <th>BAA</th> <th>Minimum Flexible Ramping Capacity Limit (MW)</th> </tr> </thead> <tbody> <tr> <td>ISO</td> <td>140 = 300 – 80 – 80</td> </tr> <tr> <td>EIM1</td> <td>100 = 200 – 80 – 20</td> </tr> <tr> <td>EIM2</td> <td>50 = 150 – 80 – 20</td> </tr> <tr> <td>ISO+ EIM1</td> <td>400 = 300 + 200 – 80 – 20</td> </tr> <tr> <td>ISO+ EIM2</td> <td>350 = 300 + 150 – 80 – 20</td> </tr> <tr> <td>EIM1+ EIM2</td> <td>190 = 200 + 150 – 80 – 80</td> </tr> <tr> <td>All</td> <td>600</td> </tr> </tbody> </table> <p>iv. Scenario #2: EIM2 fails sufficiency test</p> <table border="1" data-bbox="658 855 1346 995"> <thead> <tr> <th>BAA</th> <th>Minimum Flexible Ramping Capacity Limit (MW)</th> </tr> </thead> <tbody> <tr> <td>ISO</td> <td>200 = 300 – 80 – 20</td> </tr> <tr> <td>EIM1</td> <td>100 = 200 – 80 – 20</td> </tr> <tr> <td>EIM2</td> <td>150</td> </tr> <tr> <td>ISO+ EIM1</td> <td>500 = 300 + 200</td> </tr> </tbody> </table> <p>29.11(b)(1)(A)</p> <p>PG&E requests additional details in the following areas:</p> <p>a) How are the Flexible Ramping Constraint (FRC) requirements for each BAA and their combinations determined?</p> <p style="padding-left: 40px;">a. Are these FRC requirements the minimum flexible ramping capacity limits provided in the above example?</p>		ISO (MW)	EIM1 (MW)	EIM2 (MW)	ISO		80	80	EIM1	80		20	EIM2	80	20		BAA	Minimum Flexible Ramping Capacity Limit (MW)	ISO	140 = 300 – 80 – 80	EIM1	100 = 200 – 80 – 20	EIM2	50 = 150 – 80 – 20	ISO+ EIM1	400 = 300 + 200 – 80 – 20	ISO+ EIM2	350 = 300 + 150 – 80 – 20	EIM1+ EIM2	190 = 200 + 150 – 80 – 80	All	600	BAA	Minimum Flexible Ramping Capacity Limit (MW)	ISO	200 = 300 – 80 – 20	EIM1	100 = 200 – 80 – 20	EIM2	150	ISO+ EIM1	500 = 300 + 200		
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		<p>b. Should the FRC requirements include the diversity benefits? If so, how are diversity benefits allocated to these FRC requirements for an individual BAA, for a combination of BAAs? In Scenarios #1 and #2 above, the FRC requirements for individual BAAs and any combination of BAAs except the combination of all BAAs do not consider diversity benefits when calculating the requirements. In Scenario #1, the FRC requirement for the combination of all BAAs does consider diversity benefits. The Tariff should explicitly state how the FRC requirements for individual BAAs and all possible combinations will be calculated for use in the FRC constraints.</p> <p>c. If a BAA fails the sufficiency test (scenario 2 above), should diversity benefits be considered in coming up with the Flexible Ramping Constraint requirements for the other BAAs that passed the test and their combinations?</p> <p>b) How are the costs of meeting the Flexible Ramping Constraints calculated?</p> <p>a. Will a Flexible Ramping Constraint Derived Price (defined in section 11.25.1 of the CAISO tariff) be calculated for each Flexible Ramping Constraint (i.e., single BAA and combination thereof)?² The draft tariff only seems to consider the price for constraints to meet FRC requirements in individual BAAs and not for constraints to meet FRC requirements for combinations</p>		

² Existing tariff section 11 (http://www.caiso.com/Documents/Section11_CaliforniaISOSettlements-Billing_Nov1_2013.pdf)

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		<p>of BAAs.</p> <p>The existing CAISO tariff uses a combination of the FRC constraint shadow price in the CAISO and Ancillary Services Marginal Price (ASMP) for Spinning Reserve to compensate FRC in CAISO. The draft tariff states that in BAAs other than CAISO, the ASMP for Spinning Reserve will be zero when calculating the compensation. How does CAISO propose to compensate FRC when FRC is procured to meet a FRC requirement for a combination of BAAs that includes CAISO and EIM Entities?</p> <p>b. The proposed tariff is unclear on this point. Paragraph 1 under the “Flexible Ramping Constraint Allocation” section seems to suggest the CAISO will calculate Flexible Ramping Constraint Derived Prices, but paragraph 2 immediately below uses the term “marginal flexible ramp price.” This is an undefined term and it is not clear what it means, especially in the context of an FRC consists of a combination of BAAs.</p> <p>c. What is the total cost of meeting all the Flexible Ramping Constraints? How is this calculated?</p> <p>Consider the following table which shows one potential outcome based on scenario 1, is the total cost of meeting all the FRCs calculated in a nested fashion based on the additional capacity procured by each constraint times the applicable FRC Derived Price? For instance, is the total cost of meeting the ISO+EIM1 FRC the sum $140 \text{ MW} * \\$A + 100 \text{ MW} * \\$B + (400 - 140 - 100) * \\D? Additional details are needed on this point.</p>		

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		<table border="1" data-bbox="612 354 1427 675"> <thead> <tr> <th rowspan="2">FRC</th> <th rowspan="2">FRC Req.(MW)</th> <th colspan="3">Capacity to meet FRC from each BAA (MW)</th> <th rowspan="2">FRC Derived Price (\$/MWh)</th> </tr> <tr> <th>ISO</th> <th>EIM1</th> <th>EIM2</th> </tr> </thead> <tbody> <tr> <td>ISO</td> <td>140</td> <td>140</td> <td>NA</td> <td>NA</td> <td>\$A</td> </tr> <tr> <td>EIM1</td> <td>100</td> <td>NA</td> <td>100</td> <td>NA</td> <td>\$B</td> </tr> <tr> <td>EIM2</td> <td>50</td> <td>NA</td> <td>NA</td> <td>50</td> <td>\$C</td> </tr> <tr> <td>ISO+EIM1</td> <td>400</td> <td>150</td> <td>10</td> <td>NA</td> <td>\$D</td> </tr> <tr> <td>ISO+EIM2</td> <td>350</td> <td>10</td> <td>NA</td> <td>150</td> <td>\$E</td> </tr> <tr> <td>EIM1+EIM2</td> <td>190</td> <td>NA</td> <td>0</td> <td>40</td> <td>\$F</td> </tr> <tr> <td>ALL</td> <td>600</td> <td>0</td> <td>50</td> <td>0</td> <td>\$G</td> </tr> </tbody> </table> <p data-bbox="634 743 1381 802">c) Finally, how are the costs of meeting the Flexible Ramping Constraints allocated?</p> <p data-bbox="731 837 1454 1110">a. The proposed tariff is unclear on this. Paragraph 2 under “Flexible Ramping Constraint Allocation” in section 29.11 states “<i>The CAISO will allocate Flexible Ramping Constraint costs to each EIM Entity Balancing Authority Area according to the ratio of the product of the flexible ramping capacity in that Balancing Authority Area and the marginal flexible ramp price in that Balancing Authority Area to the sum of such products for all EIM Entity Balancing Authority Areas.</i>”</p> <p data-bbox="731 1146 1435 1320">b. What is the flexible ramping capacity in a BAA? Is it the total Flexible Ramping Constraint capacity that is reserved from resources within a given BAA to meet all the FRCs that include the EIM Area? If so, why should the cost of meeting FRC be allocated based on where the supply came from, shouldn't it be based on which</p>	FRC	FRC Req.(MW)	Capacity to meet FRC from each BAA (MW)			FRC Derived Price (\$/MWh)	ISO	EIM1	EIM2	ISO	140	140	NA	NA	\$A	EIM1	100	NA	100	NA	\$B	EIM2	50	NA	NA	50	\$C	ISO+EIM1	400	150	10	NA	\$D	ISO+EIM2	350	10	NA	150	\$E	EIM1+EIM2	190	NA	0	40	\$F	ALL	600	0	50	0	\$G		
FRC	FRC Req.(MW)	Capacity to meet FRC from each BAA (MW)			FRC Derived Price (\$/MWh)																																																		
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		<p>BAA the capacity is reserved for?</p> <p>c. What is the marginal flexible ramp price, is it the shadow price of a given FER requirement constraint?</p> <p>The calculation and cost allocation of Flexible Ramping Constraint is an important yet complicated element of the EIM design. The CAISO should provide additional details, preferably numerical examples such as the one presented in the table above so stakeholders clearly understand the proposed operations and settlements rules.</p>		
Miscellaneous	PAC	The method used to calculate LMP and Load Aggregation Point prices should be documented in Section 29 or by an appropriate cross-reference to the applicable section of the ISO Tariff.	The ISO will consider an appropriate cross-reference to make clear that the LMP calculation methodology is the same as currently used elsewhere in the RTM.	1st
Miscellaneous	Powerex	As an initial matter, Powerex's major concern is that the EIM has been designed as a California-centric proposal. As the comments set forth below will highlight, the draft tariff language is repeatedly one-sided in favor of implementing CAISO's determinations, often without even consultation to consider other EIM Entities' views. Many of the actions CAISO would be permitted to take could be over the objection of such other EIM Entities as the tariff is worded. Indeed, the draft tariff language goes so far as to define the EIM as "CAISO's voluntary real-time market . . . ". Without any clear justification, CAISO also proposes that participants subject themselves to the jurisdiction of various regulatory agencies of the state of California. There is no corresponding jurisdiction of the regulatory agencies in any other participating state(s). CAISO merely is administering this market but should not consider EIM to be a CAISO market, yet this view permeates the tariff. These design features are not necessary and should be expected to impede participation in the EIM to the detriment of the overall effort's scope and long-term viability.	The ISO believes that the EIM stakeholder process was inclusive and robust, allowing a full opportunity for the views of EIM entities to be considered. Indeed, this process continues and the ISO welcomes comments on the draft tariff consistent with the ISO board approved EIM design.	1st

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Miscellaneous	Powerex	Powerex believes that the stakeholder process with regard to the EIM was not robust, did not benefit from the involvement of a broad-cross section of interested parties, and proceeded in an unduly compressed timeframe that impeded comprehensive input from the handful of parties that did submit comments. As a result, and unfortunately, CAISO cannot state that it had broad stakeholder support across the Western Interconnect for this initiative, because it did not have broad stakeholder involvement in the initiative. This should lead CAISO to have concerns as a process goal should be robust stakeholder participation.	The ISO believes that the EIM stakeholder process was inclusive and robust, allowing a full opportunity for the views of EIM entities to be considered. Indeed, this process continues and the ISO welcomes comments on the draft tariff consistent with the ISO board approved EIM design.	1st
Miscellaneous	Powerex	This will be a CAISO Tariff initially even though the ultimate EIM governance may not require the existence of a CAISO tariff. As such, the existence of a FERC-approved interim Tariff should not be a reason that the governance cannot change. Thus, a provision should be added to the tariff indicating that it is interim in nature and will terminate when a replacement governance mechanism is instituted.	The ISO does not believe it would be appropriate to predetermine the outcome of the parallel EIM governance effort by proposing changes at this time.	1st