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December 6, 2011

**ADVICE LETTER 2311-E
(U 902-E)**

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: COMPLIANCE WITH RESOLUTION E-4425, APPROVING WITH CONDITION THE POWER PURCHASE AGREEMENT FOR PROCUREMENT OF RENEWABLE ENERGY RESOURCES BETWEEN ARLINGTON VALLEY SOLAR ENERGY II, LLC AND SAN DIEGO GAS AND ELECTRIC COMPANY

PURPOSE

In compliance with Resolution E-4425, approved October 24, 2011, SDG&E submits this Tier 1 Advice Letter to confirm that the product delivered under the Power Purchase Agreement between SDG&E and Arlington Valley Solar Energy II, LLC ("AVSII" and the "AVSII PPA"), will qualify as "bundled" procurement pursuant to California Public Utilities Commission ("Commission") decisions. The AVSII PPA will qualify as bundled procurement due to the successful execution of the necessary agreements for the output of the AVSII project to be dynamically transferred to the California Independent System Operator ("CAISO"), a California Balancing Area Authority.

BACKGROUND

On October 24, 2011, the Commission issued Resolution E-4425 conditionally approving the AVSII PPA, which was filed in SDG&E's Advice Letter No. 2273-E on July 26, 2011. The Commission's approval contained a condition in Ordering Paragraph 2 that, required SDG&E to submit, within thirty days of receipt, all necessary pseudo-tie agreements, including a Pseudo Participating Generator Agreement between AVSII and the CAISO to demonstrate that the requirements for classifying procurement under the AVSII PPA as a bundled transaction, pursuant to Decision 10-03-021, as modified by Decision 11-01-025,¹ have been satisfied. Ordering Paragraph 2 instructed SDG&E to submit the required documentation via a Tier 1 Advice Letter filing.

DEMONSTRATION OF COMPLIANCE

Attachments A and B and Confidential Attachment C to this filing demonstrate that AVSII has executed the required documents so that the output from AVSII project meets the requirements for classification as "bundled" procurement pursuant to D.10-03-021, as modified by D.11-01-025.

¹ SBX1 2, 2011 Stat., ch 1, was adopted on April 12, 2011 and would affect the CPUC's classification of procurement under the AVSII PPA. However, the Commission has not yet adopted rules implementing SBX1

ATTACHMENTS

Attachment A: Pseudo Participating Generator Agreement between AVSII and the CAISO dated October 12, 2011.

Attachment B: Amendment No. 2 to the Interconnected Control Area Agreement between the CAISO and the Salt River Project Agricultural Improvement and Power District ("SRP") with an effective date of November 12, 2011.

Attachment C: Confidential Letter from AVSII to SRP regarding Balancing Area Services dated November 14, 2011.

CONFIDENTIALITY

In support of this Advice Letter, SDG&E submits in Attachment C Confidential Material in the manner directed by D.08-04-023 and the August 22, 2006, Administrative Law Judge's Ruling Clarifying Interim Procedures for Complying with D.06-06-066 to demonstrate the confidentiality of the material and to invoke the protection of confidential utility information provided under General Order 66-C. A Declaration requesting Confidential Treatment is being filed concurrently with this Advice Letter.

EFFECTIVE DATE

In accordance with General Order 96-B, because this Advice Letter is being submitted as a Tier 1 filing, it is effective pending disposition.

PROTEST

The filing of a supplement does not automatically continue or reopen the protest period or delay the effective date of the advice letter. The Energy Division may, on its own motion or at the request of any person, issue a notice continuing or reopening the protest period. Any new protest shall be limited to the substance of the supplemental filing.²

The original Advice Letter was not protested. The subject matter of the instant Advice Letter is non-substantive, that is, SDG&E is only providing copies of requested documentation to the Commission. SDG&E therefore respectfully requests that the protest period not be reopened. However, if the protest period is reopened, the protest must state the grounds upon which it is based and should be submitted in accordance with the direction provided by the Energy Division. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies should also be sent via e-mail to the attention of Honesto Gatchalian (jnj@cpuc.ca.gov) and Maria Salinas (mas@cpuc.ca.gov) of the Energy Division. It is also requested that a copy of the

² General Order 96-B. § 7.5.1.

protest be sent via electronic mail and facsimile to SDG&E on the same date it is mailed or delivered to the Commission (at the addresses shown below).

Attn: Megan Caulson
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. 858-654-1879
E-Mail: mcaulson@semprautilities.com

NOTICE

In accordance with General Order No. 96-B, a copy of this filing has been served on the utilities and interested parties shown on the attached list, including interested parties in R.11-05-005, by either providing them a copy electronically or by mailing them a copy hereof, properly stamped and addressed.

Address changes should be directed to SDG&E Tariffs by facsimile at (858) 654-1879 or by e-mail to SDG&ETariffs@semprautilities.com.

Clay Faber
Director – Regulatory Affairs

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC (U 902)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Joff Morales

Phone #: (858) 650-4098

E-mail: jmorales@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed / Received Stamp by CPUC)

Advice Letter (AL) #: 2311-E

Subject of AL: Supplement to Advice Letter Requesting Approval of Power Purchase Agreement with Arlington Valley Solar Energy II, LLC

Keywords (choose from CPUC listing): Procurement, Power Purchase Agreement

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision / Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: None

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation: Yes

See Confidential Declaration.

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 12/6/2011

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: _____

Service affected and changes proposed¹: None

Pending advice letters that revise the same tariff sheets: None

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
mas@cpuc.ca.gov and jnj@cpuc.ca.gov

San Diego Gas & Electric
Attention: Megan Caulson
8330 Century Park Ct, Room 32C
San Diego, CA 92123
mcaulson@semprautilities.com

¹ Discuss in AL if more space is needed.

General Order No. 96-B
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

Public Utilities Commission

DRA

S. Cauchois
J. Greig
W. Scott

Energy Division

P. Clanon
S. Gallagher
H. Gatchalian
D. Lafrenz
M. Salinas

CA. Energy Commission

F. DeLeon
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

CCSE

S. Freedman
J. Porter

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

M. Meacham
E. Hull

City of Poway

R. Willcox

City of San Diego

J. Cervantes
G. Lonergan
M. Valerio

Commerce Energy Group

V. Gan

Constellation New Energy

W. Chen

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill
J. Pau

Dept. of General Services

H. Nanjo
M. Clark

Douglass & Liddell

D. Douglass
D. Liddell
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell
M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg
J. Heather Patrick
J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard
R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

OnGrid Solar

Andy Black

Pacific Gas & Electric Co.

J. Clark

M. Huffman

S. Lawrie

E. Lucha

Pacific Utility Audit, Inc.

E. Kelly

R. W. Beck, Inc.

C. Elder

School Project for Utility Rate
Reduction

M. Rochman

Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

M. Alexander

K. Cini

K. Gansecki

H. Romero

TransCanada

R. Hunter

D. White

TURN

M. Florio

M. Hawiger

UCAN

M. Shames

U.S. Dept. of the Navy

K. Davoodi

N. Furuta

L. DeLacruz

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing
Communities Association

S. Dey

White & Case LLP

L. Cottle

Interested Parties

R.11-05-005

San Diego Gas & Electric Advice Letter 2311-E
December 6, 2011

DECLARATION OF THEODORE ROBERTS REGARDING
CONFIDENTIALITY OF CERTAIN DATA

**BEFORE THE PUBLIC UTILITIES
COMMISSION OF THE STATE OF CALIFORNIA**

**DECLARATION OF THEODORE E. ROBERTS
REGARDING CONFIDENTIALITY OF CERTAIN DATA**

I, Theodore E. Roberts, do declare as follows:

1. I am the Origination Manager for San Diego Gas & Electric Company (“SDG&E”). I have reviewed Advice Letter 2311-E, demonstrating fulfillment of the condition imposed by the Commission in Resolution No. E-4425, which approved a power purchase agreement between SDG&E and Arlington Valley Solar II, LLC. I am personally familiar with the facts and representations in this Declaration and, if called upon to testify, I could and would testify to the following based upon my personal knowledge and/or belief.

2. I hereby provide this Declaration in accordance with D.06-06-066, as modified by D.07-05-032, and D.08-04-023, to demonstrate that the confidential information (“Protected Information”) provided in the Advice Letter submitted concurrently herewith, falls within the scope of data protected pursuant to the IOU Matrix attached to D.06-06-066 (the “IOU Matrix”).^{1/} In addition, the Commission has made

^{1/} The Matrix is derived from the statutory protections extended to non-public market sensitive and trade secret information. (See D.06-06-066, *mimeo*, note 1, Ordering Paragraph 1). The Commission is obligated to act in a manner consistent with applicable law. The analysis of protection afforded under the Matrix must always produce a result that is consistent with the relevant underlying statutes; if information is eligible for statutory protection, it must be protected under the Matrix. (See *Southern California Edison Co. v. Public Utilities Comm.* 2000 Cal. App. LEXIS 995, *38-39) Thus, by claiming applicability of the Matrix, SDG&E relies upon and simultaneously claims the protection of Public Utilities Code §§ 454.5(g) and 583, Govt. Code § 6254(k) and General Order 66-C.

clear that information must be protected where “it matches a Matrix category exactly . . . or consists of information from which that information may be easily derived.”^{2/}

3. I address below each of the following five features of Ordering Paragraph 2 in D.06-06-066:

- That the material constitutes a particular type of data listed in the Matrix,
- The category or categories in the Matrix to which the data corresponds,
- That it is complying with the limitations on confidentiality specified in the Matrix for that type of data,
- That the information is not already public, and
- That the data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.^{3/}

4. SDG&E’s Protected Information: As directed by the Commission, SDG&E demonstrates in table below that the instant confidentiality request satisfies the requirements of D.06-06-066:^{4/}

Data at issue	D.06-06-066 Matrix Requirements	How moving party meets requirements
<i>Bid Information</i> ⁵ <i>Locations:</i> <i>1. Confidential Attachment C</i> <ul style="list-style-type: none"> ▪ <i>This Attachment provides confidential Competitive Bid</i> 	Demonstrate that the material submitted constitutes a particular type of data listed in the IOU Matrix	The data provided is non-public bid data from SDG&E’s Renewable RFOs.
	Identify the Matrix	This information is

^{2/} See, *Administrative Law Judge’s Ruling on San Diego Gas & Electric Company’s April 3, 2007 Motion to File Data Under Seal*, issued May 4, 2007 in R.06-05-027, p. 2 (emphasis added).

^{3/} D.06-06-066, as amended by D.07-05-032, *mimeo*, p. 81, Ordering Paragraph 2.

^{4/} See, *Administrative Law Judge’s Ruling on San Diego Gas & Electric Company’s Motions to File Data Under Seal*, issued April 30 in R.06-05-027, p. 7, Ordering Paragraph 3 (“In all future filings, SDG&E shall include with any request for confidentiality a table that lists the five D.06-06-066 Matrix requirements, and explains how each item of data meets the matrix”).

⁵ The confidential information referenced has a GREEN font color / has a green box around it in the confidential appendices.

<i>Information, Matrix Category VIII. A</i>	category or categories to which the data corresponds	protected under IOU Matrix category VIII.A.
	Affirm that the IOU is complying with the limitations on confidentiality specified in the Matrix for that type of data	In accordance with the limitations on confidentiality set forth in the IOU Matrix, SDG&E requests that this information be kept confidential until the final contracts from each of the RFOs have been submitted to the CPUC for approval.
	Affirm that the information is not already public	SDG&E has not publicly disclosed this information and is not aware that it has been disclosed by any other party.
	Affirm that the data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.	SDG&E cannot summarize or aggregate the bid data while still providing project-specific details. SDG&E cannot provide redacted or masked versions of these data points while maintaining the format requested by the CPUC.

5. As an alternative basis for requesting confidential treatment, SDG&E submits that the First Amendment to the Power Purchase Agreement enclosed in the Advice Letter is material, market sensitive, electric procurement-related information protected under §§ 454.5(g) and 583, as well as trade secret information protected under Govt.

Code § 6254(k). Disclosure of this information would place SDG&E at an unfair business disadvantage, thus triggering the protection of G.O. 66-C.^{11/}

6. Public Utilities Code § 454.5(g) provides:

The commission shall adopt appropriate procedures to ensure the confidentiality of any market sensitive information submitted in an electrical corporation's proposed procurement plan or resulting from or related to its approved procurement plan, including, but not limited to, proposed or executed power purchase agreements, data request responses, or consultant reports, or any combination, provided that the Office of Ratepayer Advocates and other consumer groups that are nonmarket participants shall be provided access to this information under confidentiality procedures authorized by the commission.

7. General Order 66-C protects “[r]eports, records and information requested or required by the Commission which, if revealed, would place the regulated company at an unfair business disadvantage.”

8. Under the Public Records Act, Govt. Code § 6254(k), records subject to the privileges established in the Evidence Code are not required to be disclosed.^{6/} Evidence Code § 1060 provides a privilege for trade secrets, which Civil Code § 3426.1 defines, in pertinent part, as information that derives independent economic value from not being

^{11/} This argument is offered in the alternative, not as a supplement to the claim that the data is protected under the IOU Matrix. California law supports the offering of arguments in the alternative. *See, Brandolino v. Lindsay*, 269 Cal. App. 2d 319, 324 (1969) (concluding that a plaintiff may plead inconsistent, mutually exclusive remedies, such as breach of contract and specific performance, in the same complaint); *Tanforan v. Tanforan*, 173 Cal. 270, 274 (1916) (“Since . . . inconsistent causes of action may be pleaded, it is not proper for the judge to force upon the plaintiff an election between those causes which he has a right to plead.”)

^{6/} *See also* Govt. Code § 6254.7(d).

generally known to the public or to other persons who could obtain value from its disclosure.

9. Public Utilities Code § 583 establishes a right to confidential treatment of information otherwise protected by law.⁷¹

10. If disclosed, the Protected Information could provide parties, with whom SDG&E is currently negotiating, insight into SDG&E's procurement needs, which would unfairly undermine SDG&E's negotiation position and could ultimately result in increased cost to ratepayers. In addition, if developers mistakenly perceive that SDG&E is not committed to assisting their projects, disclosure of the Protected Information could act as a disincentive to developers. Accordingly, pursuant to P.U. Code § 583, SDG&E seeks confidential treatment of this data, which falls within the scope of P.U. Code § 454.5(g), Evidence Code § 1060 and General Order 66-C.


11. Developers' Protected Information: The Protected Information also constitutes confidential trade secret information of the developer listed therein. SDG&E is required pursuant to the terms of its original Power Purchase Agreement as amended to protect non-public information. Some of the Protected Information in the original Power Purchase and Sale Agreement as amended and my supporting declaration (including confidential appendices), relates directly to viability of the respective projects. Disclosure of this extremely sensitive information could harm the developers' ability to negotiate necessary contracts and/or could invite interference with project development by competitors.

⁷¹ See, D.06-06-066, *mimeo*, pp. 26-28.

12. In accordance with its obligations under its Power Purchase and sale Agreement and pursuant to the relevant statutory provisions described herein, SDG&E hereby requests that the Protected Information be protected from public disclosure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 6th day of December, 2011 at San Diego, California.



Theodore E. Roberts
Origination Manager
Electric & Fuel Procurement
San Diego Gas & Electric

San Diego Gas & Electric

AL 2311-E

December 6, 2011

ATTACHMENT A



October 14, 2011

Sent by FedEx delivery

Sandeep Arora
LS Power Development, LLC
5000 Hopyard Road, Suite 480
Pleasanton, CA 94588

Dear Mr. Arora:

Enclosed for your files are the fully executed original of the Pseudo-Tie Participating Generator Agreement ("PPGA") between Arlington Valley Solar Energy, LLC and the California Independent System Operator ("CAISO") and the PPGA between Arlington Valley Solar Energy II, LLC and CAISO.

If you have any questions, please feel free to contact me directly by e-mail at rreese@caiso.com or by phone at (916) 608-7027.

Sincerely,


Roni L. Reese
Sr. Contracts Analyst

Enclosures (2)

cc: without enclosures
Chris Sibley, CAISO

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

**ARLINGTON VALLEY SOLAR
ENERGY II, LLC**

**PSEUDO-TIE PARTICIPATING
GENERATOR AGREEMENT**

Pseudo-Tie Participating Generator Agreement

THIS AGREEMENT is dated this 12th day of October, 2011, and is entered into, by and between:

(1) **Arlington Valley Solar Energy II, LLC**, having its principal place of business located at 5000 Hopyard Road, Suite 480, Pleasanton, California 94588 (the "Participating Generator");

and

(2) **California Independent System Operator Corporation**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, currently 250 Outcropping Way, Folsom, California 95630 (the "CAISO").

The Participating Generator and the CAISO are hereinafter referred to as the "Parties."

Whereas:

- A. The CAISO Tariff provides that the CAISO shall not accept Bids for Energy or Ancillary Services generated by any Generating Unit otherwise than through a Scheduling Coordinator.
- B. The CAISO Tariff further provides that the CAISO shall not be obliged to accept Bids relating to Generation from any Generating Unit unless the relevant Generator undertakes in writing to the CAISO to comply with all applicable provisions of the CAISO Tariff.
- C. The Participating Generator owns a Generating Unit physically interconnected in a Native Balancing Authority Area other than the CAISO Balancing Authority Area.
- D. The Participating Generator and the CAISO wish to implement and operate a Pseudo-Tie for the Generating Unit to allow the Participating Generator to submit Self-Schedules and Bids for Energy and Ancillary Services to the CAISO through a Scheduling Coordinator dynamically from the Pseudo-Tie

into the CAISO Balancing Authority Area from the Native Balancing Authority Area.

- E. The Participating Generator wishes to undertake to the CAISO that it will comply with the applicable provisions of the CAISO Tariff that are applicable to a Participating Generator with a Pseudo-Tie.
- F. The Parties are entering into this Agreement in order to establish the terms and conditions on which the CAISO and the Participating Generator will discharge their respective duties and responsibilities under the CAISO Tariff.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
 - (a) if there is any inconsistency between this Agreement and the CAISO Tariff, this Agreement will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) "includes" or "including" shall mean "including without limitation";
 - (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;

- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II ACKNOWLEDGEMENTS OF PARTICIPATING GENERATOR AND CAISO

- 2.1 CAISO Responsibility.** The Parties acknowledge that the CAISO is responsible for the efficient use and reliable operation of the CAISO Controlled Grid and the CAISO Balancing Authority Area consistent with achievement of planning and Operating Reserve criteria no less stringent than those established by the Western Electricity Coordinating Council and the North American Electric Reliability Corporation and further acknowledges that the CAISO may not be able to satisfy fully these responsibilities if the Participating Generator fails to fully comply with all of its obligations under this Agreement and the CAISO Tariff.

ARTICLE III TERM AND TERMINATION

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** Subject to Section 5.2, the CAISO reserves the right to suspend or terminate this Agreement in the event the CAISO reasonably determines that the Pseudo-Tie established under this Agreement poses a risk to System Reliability or the risk of a violation of

Applicable Reliability Criteria, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement, by giving immediate notice of suspension or thirty (30) days advance written notice of termination. Additionally, the CAISO may terminate this Agreement by giving written notice of termination in the event that the Native Balancing Authority provides notice to the CAISO of its withdrawal from its agreement with the CAISO to participate in the Pseudo-Tie arrangement or the Participating Generator commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given the Participating Generator written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement. With respect to any notice of termination or default given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default or termination to the Participating Generator; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default or termination to the Participating Generator, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

3.2.2 Termination by Participating Generator. In the event that the Participating Generator no longer wishes to be considered part of the CAISO Balancing Authority Area, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days advance written notice. With respect to any notice of termination given by the Participating Generator pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001.

This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or ninety (90) days after the CAISO's receipt of the Participating Generator's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Pseudo-Tie Requirements and Participating Generator Obligations

- 4.1.1** The Pseudo-Tie established under this Agreement shall be implemented and operated in accordance with this Agreement, Appendix N and other applicable provisions of the CAISO Tariff, the operating agreement between the CAISO and the Balancing Authority for the Native Balancing Authority Area for the Generating Unit, and all applicable NERC and WECC reliability standards, policies, requirements, and provisions.
- 4.1.2** The technical characteristics of the Generating Unit and associated Pseudo-Tie are set forth in Schedule 1. The Participating Generator may request, and the CAISO may agree, at its sole discretion, to change the CAISO Intertie association.
- 4.1.3** Any unique characteristics of the Pseudo-Tie to the CAISO Balancing Authority Area from the Participating Generator's Generating Unit are set forth in Schedule 1.
- 4.1.4 Notification of Changes.** Sixty (60) days prior to changing any technical information in Schedule 1, the Participating Generator shall notify the CAISO of the proposed changes. Pursuant to Sections 8.9 and 8.10 of the CAISO Tariff, the CAISO may verify, inspect and test the capacity and operating characteristics provided in the revised Schedule 1. The CAISO shall post on the CAISO Website a schedule showing, for at least one year in advance: (i) the proposed dates on which the CAISO's Master File will be updated, which dates shall occur at least every three months; (ii) the dates on which the information contained in the revised Master File will become effective; and (iii) the deadlines by which changed technical information must be submitted to the CAISO in order to be tested and included in the next scheduled update of the CAISO's Master File. Unless the Participating Generator fails to test at the values in the proposed change(s), the change will become effective upon the effective date for the next scheduled update of the CAISO's Master File, provided the Participating Generator submits the changed information by the applicable

deadline and is tested by the deadline. Subject to such notification, this Agreement shall not apply to any generating unit identified in Schedule 1 which the Participating Generator no longer owns or no longer has contractual entitlement to.

- 4.2 Agreement Subject to CAISO Tariff.** The Parties will comply with all applicable provisions of the CAISO Tariff. This Agreement shall be subject to the CAISO Tariff, which shall be deemed to be incorporated herein.
- 4.3 Obligations Relating to Ancillary Services.**
- 4.3.1 Submission of Bids.** When the Scheduling Coordinator on behalf of the Participating Generator submits a Bid for Ancillary Services, the Participating Generator will, by the operation of this Section 4.3.1, warrant to the CAISO that it has the capability to provide that service in accordance with the CAISO Tariff and that it will comply with CAISO Dispatch Instructions for the provision of the service in accordance with the CAISO Tariff.
- 4.3.2 Certification.** The Participating Generator shall not use a Scheduling Coordinator to submit a Bid for the provision of an Ancillary Service or submit a Submission to Self-Provide an Ancillary Service unless the Scheduling Coordinator serving that Participating Generator is in possession of a current certificate pursuant to Sections 8.3.4 and 8.4 of the CAISO Tariff.
- 4.4 Obligations relating to Major Incidents.**
- 4.4.1 Major Incident Reports.** The Participating Generator shall promptly provide such information as the CAISO may reasonably request in relation to major incidents, in accordance with Section 4.6.7.3 of the CAISO Tariff.

ARTICLE V PENALTIES AND SANCTIONS

- 5.1 General.** The Participating Generator shall be subject to all penalties made applicable to Participating Generators within the CAISO Balancing Authority Area. No penalties or sanctions may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by

FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the Participating Generator to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the Participating Generator.

- 5.2 Corrective Measures.** If the Participating Generator fails to meet or maintain the requirements set forth in this Agreement and/or the CAISO Tariff, the CAISO shall be permitted to take any of the measures, contained or referenced in the CAISO Tariff, which the CAISO deems to be necessary to correct the situation.

ARTICLE VI COSTS

- 6.1 Operating and Maintenance Costs.** The Participating Generator shall be responsible for all its costs incurred for the purpose of meeting its obligations under this Agreement.

ARTICLE VII DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the Participating Generator and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES

- 8.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

ARTICLE IX LIABILITY

- 9.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the Participating Generator and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the Participating Generator and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE XI MISCELLANEOUS

- 11.1 Assignments.** Subject to Section 3.2.1 of this Agreement, either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in

Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Participating Generator and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 2. A Party must update the information in Schedule 2 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.


- 11.3 Waivers.** Any waivers at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereto and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be

relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.


- 11.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the Participating Generator shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 11.9 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By: 
Name: Eric J. Schmitt
Title: Vice President, Operations
Date: October 12, 2011

Arlington Valley Solar Energy II, LLC

By: 
Name: Kevin R. Johnson
Title: Vice President
Date: 10/7/11

SCHEDULE 1

Section 1: Technical Characteristics of Participating Generator Units
Arlington Valley Solar Energy II, LLC

Name of Facility (Including Unit Number)	QF (Y/N)	Name of Generating Unit Owner	CAISO Resource ID	Type of Unit	Primary Fuel Type	Designed Gross (Nameplate) Capacity 1/ (MW)	Limitations (Reference #)
Arlington Valley Solar Energy II	N	Arlington Valley Solar Energy II, LLC	TBD	Solar Photo Voltaic	Solar	127.00	NONE

1/ Current effective values for purposes of submitting Self-Schedules and Bids for Energy and/or Ancillary Services in the CAISO Markets may differ from those set forth in this Schedule 1, depending on the results of CAISO performance testing pursuant to Sections 8.9, 8.10 and Appendix K: Ancillary Services Requirements Protocol of the CAISO Tariff. This and other values are subject to certification by the CAISO in accordance with Section 4.3.2 of the Participating Generator Agreement and the CAISO Tariff. More detailed Generating Unit operating data must be provided at a time and in a format specified by the CAISO in response to CAISO requests pursuant to CAISO Tariff Sections 4.6.4 and 4.6.7.1 and 30.

SB_GT&S_0739922

SCHEDULE 2**NOTICES**
[Section 11.2]**Participating Generator**

Name of Primary Representative: Sandeep Arora
Title: Director
Company: LS Power Development LLC
Address: 5000 Hopyard Road, Suite 480
City/State/Zip Code: Pleasanton, CA 94588
Email Address: sarora@lspower.com
Phone: (925) 201-5252
Fax No: (925) 201-5230

Name of Alternative Representative: Kevin R. Johnson
Title: Vice President
Company: LS Power Development LLC
Address: 5000 Hopyard Road, Suite 480
City/State/Zip Code: Pleasanton, CA 94588
Email Address: kjohnson@lspower.com
Phone: (925) 201-5240
Fax No: (925) 201-5230

CAISO**Name of Primary**

Representative: Ms. Roni L. Reese
Title: Sr. Contracts Analyst
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: rreese@caiso.com
Phone: (916) 608-7027
Fax: (916) 608-7292

Name of Alternative

Representative: Christopher J. Sibley
Title: Lead Contract Negotiator
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-7292

San Diego Gas & Electric

AL 2311-E

December 6, 2011

ATTACHMENT B

REDACTED VERSION FOR PUBLIC RELEASE

PRIVILEGED INFORMATION CONTAINED IN CONFIDENTIAL ATTACHMENT

November 10, 2011

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

**Re: California Independent System Operator Corporation
Filing of Second Revised Rate Schedule No. 19
Docket No. ER11-____-000**

Dear Secretary Bose:

The California Independent System Operator Corporation submits for Commission filing and acceptance an amendment to the Interconnected Control Area Operating Agreement (“Amended ICAOA”) between the CAISO and the Salt River Project Agricultural Improvement and Power District (“SRP”).¹ The CAISO submits the instant filing in order to revise the existing ICAOA between the CAISO and SRP to incorporate provisions necessary to implement pseudo-ties consistent with the ISO’s dynamic transfer policy recently approved by the Commission.² The CAISO proposes that the Amended ICAOA be made effective on November 12, 2011 as the second revised CAISO rate schedule no. 19.

The version of the Amended ICAOA included with this filing is intended to be publicly released. In addition, the CAISO includes, in a confidential attachment to the instant filing, the provisions of the Amended ICAOA for which

¹ The CAISO submits the Amended ICAOA pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d and Part 35 of the Commission’s regulations, 18 C.F.R. Part 35, and in compliance with Order No. 714, *Electronic Tariff Filings*, FERC Stats. & Regs. ¶ 31,276 (2009).

² See CAISO Tariff, Appendix N, Section 2.3 (requiring an operating agreement with the native balancing authority area as a condition to establishing a pseudo-tie as approved in ER11-4161-000); see also, FERC Docket No. ER11-4732-000 (approving a pilot pseudo participating generator agreement between the CAISO and Sempra Generation with respect to a pseudo-tie from the SRP balancing authority area).

the CAISO requests confidential and privileged treatment pursuant to 18 C.F.R. § 388.112.

I. Background and purpose of the ICAOA

The ICAOA sets forth the rates, terms, and conditions on which the CAISO and SRP, as NERC registered balancing authorities, operate the interconnection and provide emergency assistance as required by the reliability standards. The original version of the ICAOA was filed with the Commission on December 10, 1997 in Docket No. ER98-1030-000. The Commission accepted that filing, subject to suspension, hearing procedures, and refund procedures in *California Independent System Operator Corporation*, 82 FERC ¶ 61,174, at 61,622 and Ordering Paragraphs (B) and (D) (1998). On October 2, 1998, the CAISO filed an offer of settlement in the proceeding in which it proposed certain revisions to the ICAOA. The Commission approved the offer of settlement in *California Independent System Operator Corporation*, 87 FERC ¶ 61,231 (1999). Pursuant to the Commission's approval of the offer of settlement, on July 28, 1999, the CAISO submitted a compliance report containing the revised version of the ICAOA in Docket No. ER98-1030-001. The Commission accepted the compliance report by letter order issued on March 14, 2001. The ICAOA is designated as Rate Schedule FERC No. 19.

An amendment to the ICAOA was later submitted in Docket No. ER06-333-000, which provided for dynamic scheduling, and was approved by Commission letter order issued on February 2, 2006. This was designated as CAISO first revised rate schedule no. 19 and represents the currently effective ICAOA. The parties now desire to amend the ICAOA as described below.

II. Proposed changes to the ICAOA

The Amended ICAOA provides the foundation for implementation of pseudo-ties between the CAISO and SRP consistent with the CAISO tariff, and includes the following revisions to the ICAOA.

- A. Section ICAA 5.5 has been added to authorize the parties to establish a pseudo-tie upon mutual agreement in accordance with the provisions of a new service schedule 18.
- B. Service Schedule 18 has been added to:
 1. Define pseudo-tie as an electrical arrangement by which the output of a generating facility physically interconnected to the electric grid of SRP's balancing authority area is telemetered to and deemed to be produced in the CAISO balancing authority area, and for which the CAISO is the sole obligator and provider of balancing authority services, and CAISO

- exercises sole balancing authority jurisdiction over the pseudo-tie generating facility.
2. Require that operation of a pseudo-tie comply with all applicable NERC and WECC reliability standards, requirements, and provisions of the ICAOA regarding inter-balancing authority area scheduling.
 3. Provide that the CAISO will register each pseudo-tie as a "Point(s) of Delivery" (POD) and "Point(s) of Receipt" on NERC's Transmission Service Information Network (TSIN).
 4. Ensure that once registered with NERC as a POD and POR, each pseudo-tie shall remain in effect unless and until terminated by mutual agreement of the parties or upon two years written notice by either the CAISO or SRP.
 5. Clarify that the generating facility and CAISO are solely responsible for arrangements to facilitate the continued delivery of energy and ancillary services from a pseudo-tie generating facility to the desired delivery points in the CAISO control area, including during any time the primary transmission contract path is unavailable or curtailed and/ or the Interconnection between SRP and the ISO is lost.
 6. Establish that the Parties shall not be responsible for transmission losses caused by transmitting energy dynamically within or across the other party's balancing authority area.
 7. Allocate to the CAISO responsible for all balancing authority area services and related responsibilities, including reactive supply and voltage control, for any pseudo tie generating facility deemed to be in the CAISO balancing authority area.

Under the circumstances presented the CAISO agreed with SRP to assume responsibility for all balancing authority area services³, including reactive supply and voltage control. While in the CAISO's view it perhaps would be more appropriate for SRP as the native balancing authority area to undertake responsibility for reactive supply and voltage control, the CAISO recognizes that there is nothing in the CAISO tariff or the NERC guidelines that prevents the

³ The Amended ICAOA maintains the use of the term "Control Area" and "Control Area Operator." The CAISO recognizes that the term "Control Area" is now referred to as a "Balancing Authority Area" in the NERC Glossary of Terms, and that there is no parallel definition for "Control Area Operator" in the NERC functional model. Nevertheless, the CAISO has accepted the continued use of these terms in the ICAOA in order to facilitate negotiation of the Amended ICAOA. The CAISO proposed an alternative to SRP during the course of these negotiations and will continue to work with SRP to explore possible replacement of the ICAOA using updated terminology.

CAISO from agreeing to provide this service under the circumstances.⁴ Indeed, the CAISO tariff requires the CAISO to provide a pseudo-tie generating unit all balancing authority area services provided to other generating units in the CAISO balancing authority area unless otherwise procured from some other source.⁵

The CAISO intends to work with all generating facility owners that desire to establish a pseudo-tie with the CAISO from the SRP balancing authority area to ensure implementation of the Amended ICAOA does not present any operational issues. Specifically, the CAISO will ensure the generating facilities are capable of self supplying reactive power and that the resource owners understand that the CAISO, not SRP, will control the voltage at the generating facility.

III. Request for Confidential and Privileged Treatment

Pursuant to Commission Order Nos. 630 and 630-A,⁶ and Order No. 714, the CAISO includes, in a confidential attachment to the instant filing, the non-public portions of the Amended ICAOA, specifically, the SRP specific operational contact information included in service schedule 3. The CAISO is seeking confidential and privileged treatment for this information under 18 C.F.R. § 388.112, as it includes confidential information regarding CAISO and SRP operating personal contact information. The CAISO submits that public disclosure of the information in this service schedule would unnecessarily reveal sensitive information that could result in impairment to system operations and pose significant security problems as to the facilities referenced therein, and therefore the identified portions of the Schedules should be granted confidential and privileged treatment.

V. Effective Date and Requested Waiver

The CAISO requests that the Amended ICAOA included in the instant filing be made effective on November 12, 2011. The CAISO requests waiver,

⁴ See NERC Dynamic Transfers Guidelines, Version 2, May 20, 2009 (allowing balancing authority areas to agree upon allocation of balancing authority area responsibilities, available at: http://www.nerc.com/docs/oc/is/IS_Dynamic_Transfer_Guidelines.pdf).

⁵ See CAISO Tariff, Appendix N, Section 1.2.1.13 (establishing such a requirement depending on the availability of transmission service across the transmission path from the CAISO intertie to the pseudo-tie generating unit). Here the anticipated pseudo-tie generating units will be interconnected to the Hassayampa switchyard, which is operated as common bus and is adjacent to the interties between the CAISO and SRP. This configuration represents the circumstances under which the ISO was willing to accept responsibility for the provision of reactive supply and voltage control. Other configurations may require further consideration by the ISO and SRP, possibly including amendment of the ICAOA.

⁶ *Critical Energy Infrastructure Information*, Order No. 630, FERC Stats. & Regs. ¶ 31,140, order on reh'g, Order No. 630-A, FERC Stats. & Regs. ¶ 31,147 (2003).

pursuant to Section 35.11 of the Commission's regulations (18 C.F.R. § 35.11), of the 60-day notice requirement set forth in Section 35.3 of the Commission's regulations (18 C.F.R. § 35.3), and to the extent necessary, the CAISO respectfully requests that the Commission grant any other waivers of Part 35 of its regulations that may be required in connection with the requested effective date. November 12 is the effective date that the CAISO and SRP have agreed upon and it is important the pseudo-tie provisions of the ICAOA be made effective as of this date in order for Sempra Generation to begin testing of its Mesquite Solar 1 generating facility interconnected with SRP. Granting the requested effective date and waiver, therefore, is appropriate.

VI. Expenses

No expense or cost associated with this filing has been alleged or judged in any judicial or administrative proceeding to be illegal, duplicative, unnecessary, or demonstratively the product of discriminatory employment practices.

VII. Service

The CAISO has served copies of this filing upon SRP, the California Public Utilities Commission, and the California Energy Commission. In addition, the CAISO has posted the filing on the CAISO website.

The CAISO encloses the following for filing:

- (1) this letter of transmittal;
- (2) the executed Amended ICAOA (Attachment A);
- (3) the public version of the ICAOA with revisions to the prior version of the ICAOA (Attachment B);
- (4) the public version of the ICAOA with revisions to the prior version of the ICAOA in red-line format (Attachment C)
- (5) the confidential version of the ICAOA for which the CAISO requests confidential and privileged treatment (in confidential Attachment D); and;
- (6) the confidential version of the ICAOA with revisions to the prior version of the ICAOA in red-line format for which the CAISO requests confidential and privileged treatment (in confidential Attachment E).

VIII. Correspondence

The CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

John C. Anders*
Senior Counsel
California Independent System
Operator Corporation
250 Outcropping Way
Folsom, CA 95630
Tel: (916) 608-7287
Fax: (916) 608-7222
E-mail: janders@caiso.com

* Individual designated for service pursuant to Rule 203(b)(3),
18 C.F.R. § 203(b)(3).

IX. Conclusion

The CAISO respectfully requests that the Commission accept this filing and permit the CAISO's submittal of the Amended ICAOA to be effective as of the date requested. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

By: /s/ John C. Anders

Nancy Saracino
General Counsel
Sidney M. Davies
Assistant General Counsel
John C. Anders
Senior Counsel
California Independent System
Operator Corporation
250 Outcropping Way
Folsom, CA 95630
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janders@caiso.com

Attorneys for the California Independent
System Operator Corporation

Attachment A

Executed Amendment No. 2 to the ICAOA between CAISO and SRP

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION
AND
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
AMENDMENT NO. 2
TO THE
INTERCONNECTED CONTROL AREA OPERATING AGREEMENT

THIS AMENDMENT NO. 2 to the Interconnected Control Area Operating Agreement referenced above is dated November 10, 2011, and is entered into by and between:

(1) **Salt River Project Agricultural Improvement and Power District ("SRP")**, an agricultural improvement district organized and existing under the laws of the State of Arizona, having its registered and principal executive office at 1521 North Project Drive, Tempe, Arizona 85281-1206,

and

(2) **California Independent System Operator Corporation ("ISO")**, a California nonprofit public benefit corporation having a principal executive office located at 250 Outcropping Way, Folsom, California 95630.

SRP and the ISO are hereinafter referred to as the "Parties."

Whereas:

- A. The Parties are signatories to an Interconnected Control Area Operating Agreement effective July 26, 1999 (the "ICAOA").
- B. The Parties desire to amend the ICAOA to provide for implementation of Pseudo-Ties, as defined in a new Schedule 18 to the ICAOA, for generating facilities radially interconnected to the SRP electric grid.
- C. In all other respects, the Parties intend that the ICAOA remain in full force and effect in accordance with its terms.

NOW THEREFORE, THE PARTIES AGREE as follows:

1. **Termination.** This Amendment No. 2 shall remain in full force and effect until termination of the ICAOA.

2. **Amendment to the ICAOA.** The ICAOA shall be amended as follows:

2.1 A new Section ICAOA 5.5 shall be added as follows:

ICAA 5.5 Pseudo-Tie Generating Facilities

The CAISO and SRP may, subject to mutual agreement, upon request from generating facilities radially interconnected to the electric grid under the operational control of SRP, establish Pseudo-Ties, as such are defined in, and in accordance with, Service Schedule 18 to the ICAOA.

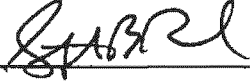
3. This Amendment No. 2 constitutes the complete and final agreement of the Parties with respect to the purpose of this Amendment No. 2 as described in the recitals hereto and supersedes all prior understandings, whether written or oral, with respect to such subject matter.

4. Except as expressly modified in this Amendment No. 2, the ICAOA shall remain in full force and effect in accordance with its terms, and the unmodified provisions of the ICAOA shall apply to any new rights and/or obligations established by this Amendment No. 2.

5. This Amendment No. 2 may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same agreement.


IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be duly executed by and through their respective authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By: 
Name: Steve Berberich
Title: President & Chief Executive Officer
Date: 11/10/11



Salt River Project Agricultural Improvement and Power District

By: 
Name: Robert Kondziolka
Title: Manager, Trans. & Gen. Operations
Date: November 4, 2011

SERVICE SCHEDULE 18**PSEUDO-TIE GENERATING FACILITIES****[ICAOA Section 5.5]**

1. This Service Schedule 18 to the ICAOA sets forth the agreement of the Parties in regards to requests for implementation of Pseudo-Ties.
2. Pseudo-Tie shall mean an electrical arrangement by which the output of a generating facility physically interconnected to the electric grid of SRP's Control Area is telemetered to and deemed to be produced in the ISO Control Area, and for which the CAISO is the sole obligator and provider of Control Area Operator services, and CAISO exercises sole Control Area Operator jurisdiction over the Pseudo-Tie generating facility.
3. Operation of a Pseudo-Tie must comply with all applicable NERC and WECC reliability standards, requirements, and provisions of the ICAOA regarding inter-Control Area scheduling.
4. The CAISO will register each Pseudo-Tie as a "Point(s) of Delivery" (POD) on NERC's Transmission Service Information Network (TSIN).
5. The CAISO will register each Pseudo-Tie's "Point(s) of Receipt" (POR) on NERC's Transmission Service Information Network (TSIN).
6. Once registered with NERC as a POD and POR, each Pseudo-Tie shall remain in effect unless and until terminated by mutual agreement of the Parties or upon two years written notice by either the CAISO or SRP.
7. The generating facility and CAISO are solely responsible for arrangements to facilitate the continued delivery of energy and ancillary services from a Pseudo-Tie generating facility to the desired delivery points in the CAISO Control Area, including during any time the primary transmission contract path is unavailable or curtailed and/ or the Interconnection between SRP and the ISO is lost.
8. The Parties shall not be responsible for transmission losses caused by transmitting energy dynamically within or across the other Party's Control Area.
9. The CAISO shall be solely responsible for all Control Area Operator services and related responsibilities, including reactive supply and voltage control, for any Pseudo Tie generating facility deemed to be in the CAISO Control Area.

Attachment B

Clean version

ICAOA between CAISO and SRP incorporating Amendment 2 changes

[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]

CALIFORNIA INDEPENDENT SYSTEM OPERATOR

INTERCONNECTED CONTROL AREA
OPERATING AGREEMENT

Dated: 2nd day of December, 1997

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
and

CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION

INTERCONNECTED CONTROL AREA
OPERATING AGREEMENT
(Incorporating Amendment No. 2)

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INTERCONNECTED CONTROL AREA

OPERATING AGREEMENT

ICAA 1

STANDARD OPERATING AGREEMENT

Interconnected Control Area Operating Agreement

THIS OPERATING AGREEMENT is entered into this 2nd day of December, 1997 and is accepted, by

and between:

Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona, having its registered and principal executive office at **1521 N. Project Drive, Tempe, AZ 85281-1206**, (SRP)

and

California Independent System Operator Corporation, a California nonprofit public benefit Corporation having a principal executive office located at such place in the State of California as the ISO Governing Board may from time to time designate, initially 151 Blue Ravine Road, Folsom, California 95630 (the "ISO").

SRP and the ISO are hereinafter referred to as the "Parties".

Whereas:

1. The Parties operate interconnected Control Areas (connected by the "Interconnection").
2. The Parties wish to coordinate operation and maintenance of the Interconnection to satisfy NERC criteria and WSCC Minimum Operating Reliability Criteria and Good Utility Practice.
3. The ISO has certain statutory obligations under California law to maintain power system reliability.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

ICAA 1.2 Purpose and Intent

ICAA 1.2.1 Purpose

The purpose of this Operating Agreement is to establish the rights and obligations of the Parties with respect to the operation, maintenance, and control of the Interconnection. This Operating Agreement is based upon procedural protocols drawn from the ISO Tariff and WSCC Minimum Operating Reliability Criteria (MORC), existing contracts between SRP and Participating Transmission Owners comprising the ISO, and established operating procedures. This Operating Agreement acknowledges that other Transmission Owners may have concurrent rights and responsibilities.

ICAA 1.2.2 Intent

The intent of this Operating Agreement is to acknowledge requirements, establish procedures and designate responsibilities for the operation and management of the Interconnection. It is not the intent of this Operating Agreement to abrogate or alter the rights and obligations under existing contracts pertaining to the subject of Interconnection.

ICAA 1.3 Term and Termination

This Operating Agreement shall become effective on the Effective Date, and shall continue in effect until terminated upon two years written notice to the other Party or upon mutual consent of both Parties. For entities subject to the FERC jurisdiction, termination will be effective upon approval by the FERC. The ISO shall timely file any notice of termination with the FERC. The filing of the notice of termination by the ISO will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and (2) the ISO files the notice of termination within 30 days of receipt of such request.

ICAA 2 **DEFINITIONS**

ICAA 2.1 **WSCC Definitions**

Except as defined below, terms and expressions used in this Operating Agreement shall have the same meanings as those contained in the WSCC MORC Definitions.

ICAA 2.2 **Specific Definitions**

ICAA 2.2.1 **Effective Date:** The effective date of this Operating Agreement shall be the later of the date that the Parties listed as signatories have executed this Operating Agreement, or the date this Operating Agreement is accepted for filing and made effective by the FERC, but no sooner than January 1, 1998.

ICAA 2.2.2 **Entitlements:** The right of a Transmission Owner obtained through contract or other means to use another entity's transmission facilities for the transmission of energy.

ICAA 2.2.3 **Forced Outage:** An Outage for which sufficient notice cannot be given to allow the Outage to be factored into the preschedule processes and the established outage coordination principles of the Control Areas.

ICAA 2.2.4 **Good Utility Practice:** Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry in the WSCC region during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

ICAA 2.2.5 **Interconnection:** Transmission facilities that connect one Control Area to another Control Area. The Interconnection is described in more detail in Service Schedule 1.

- ICAA 2.2.6** **ISO (The California Independent System Operator):** The California Independent System Operator Corporation, a state-chartered, nonprofit corporation that controls the transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.
- ICAA 2.2.7** **ISO Controlled Grid:** The system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the ISO's operational control.
- ICAA 2.2.8** **ISO Tariff:** ISO Operating Agreement and Tariff as amended from time to time, together with any appendices or attachments thereto.
- ICAA 2.2.9** **Nomogram:** A set of operating or scheduling rules which are used to ensure that simultaneous operating limits are respected, in order to meet WSCC Minimum Operating Reliability Criteria.
- ICAA 2.2.10** **Outage:** Disconnection or separation, planned or forced, of one or more elements of an electric system.
- ICAA 2.2.11** **Planned Outage:** An Outage for which sufficient notice has been given to allow the Outage to be factored into the processes and the established Outage coordination principles of the Control Areas.
- ICAA 2.2.12** **Point of Contact:** A person or entity having the authority to receive and act upon scheduling or dispatch communications from the other Control Area operator and available through a communications device mutually agreed upon on a 24-hour, 7-day basis.
- ICAA 2.2.13** **Participating Transmission Owner:** An owner of transmission that has placed its transmission assets and Entitlements under the ISO's operational control.
- ICAA 2.2.14** **Real Time Operating Limits:** The rated transfer capability less reductions during any hour caused by, but not limited to, physical limitations beyond the control of Control Area operators, and operational limitations resulting from line Outages, equipment Outages, stability limits and loop flow.

ICAA 2.2.15 **Transmission Owner:** An entity owning transmission facilities or Entitlements at the Interconnection.

ICAA 2.2.16 **WSCC Security Coordinator:** One of the area control centers assigned by the WSCC to proactively anticipate and mitigate potential problems, facilitate notification, and coordinate restoration following a disturbance.

ICAA 3 **OPERATIONAL RESPONSIBILITIES**

ICAA 3.1.1 **Standards to Be Met**

Both Parties shall plan and operate the Interconnection in conformance with NERC standards, WSCC Minimum Operating Reliability Criteria (MORC), and Good Utility Practice.

ICAA 3.1.2 **Existing Contracts**

The ISO will assume certain rights and responsibilities of Participating Transmission Owners in existing contracts, operating agreements or procedures between SRP and the Participating Transmission Owners regarding the Interconnection where those rights and responsibilities pertain to the coordinated operation of the interconnected Control Areas. The Parties, after consulting with affected Transmission Owners, shall develop the procedures to be used regarding those rights and responsibilities mentioned herein. The specific provisions of the aforementioned agreements which are affected by this Operating Agreement and the procedures for implementing such existing agreements shall be identified in Service Schedule 2.

ICAA 3.1.3 **Communication**

The Parties shall each operate and maintain a 24-hour, 7-day control center with real time scheduling and control functions. Appropriate control center staff will be provided by each Party who shall be responsible for operational communications and who shall have sufficient authority to commit and bind that Party.

The Parties shall jointly develop communication facilities and procedures necessary to support scheduling and dispatch functions. The Points of Contact, the communication facilities and the procedures for insuring reliable functionality are identified in Service Schedule 3.

ICAA 3.2 Grid Operation

ICAA 3.2.1 Responsibility

The Parties shall coordinate efforts consistent with Good Utility Practice to mitigate adverse conditions that occur at the Interconnection. The Parties are each responsible for exercising operational control over facilities in their respective Control Areas, and shall not exercise operational control over any part of the Interconnection facilities owned or operated by the other Control Area. The respective jurisdictions for operational control by the Parties are identified in Service Schedule 4.

ICAA 3.2.2 Switching Operations

The Parties agree that the Transmission Owners retain possession of and will operate those interconnected facilities in accordance with the existing contracts and agreements in force between the Transmission Owners and SRP. Operations on the Interconnection shall be coordinated through the Parties except as otherwise indicated in ICAA 7.3.1. Specific switching responsibilities will be identified in Service Schedule 5.

ICAA 3.2.3 Real Time Operating Limits

ICAA 3.2.3.1 Real Time Operating Limits Established Jointly

The Parties, in consultation with the Transmission Owners shall jointly agree upon the Real Time Operating Limits of the Interconnection. Real time Operating Limits shall be based on the given real time conditions, current operating criteria, and established Nomograms, graphs, and charts specific to the transfer paths within SRP and the ISO. These established operating limits are specified in Service Schedule 6.

ICAA 3.2.3.2 Real Time Operating Limits Exceeded

If an operating limit is exceeded or the operation of either the SRP Control Area or the ISO Controlled Grid is jeopardized, the Parties shall communicate and coordinate actions to return the affected control area(s) to operating limits. In compliance with WSCC Mandatory Reliability Criteria for Stability Rated Paths, the ISO and SRP will make immediate Control Area to Control Area schedule adjustments to return overloaded stability rated facilities to Real Time Operating Limits within 10 minutes.

ICAA 3.2.4 Relay Action

The Parties shall provide pertinent relay data and related equipment condition and operational information concerning the Interconnection to each other as soon as practicable after the occurrence of any relay action on Interconnection equipment, including, as it becomes available, additional information regarding cause, condition, effects, and estimated corrective action. Notwithstanding the foregoing, the Parties shall agree upon corrective action and the procedure for returning to normal or adjusted operation.

ICAA 3.2.5 Voltage Control

The Parties shall coordinate the use of voltage control equipment to maintain transmission voltages and reactive flows at mutually agreed upon levels to ensure system stability within the operating range of electrical equipment and following WSCC MORC. The Parties shall operate the facilities at the Interconnection at reactive reserve margins that are adequate to maintain minimum acceptable voltage limits under facility Outage conditions. Agreed upon voltage schedule limits and reactive flows will be specified in Service Schedule 7.

ICAA 3.2.6 Information Exchange

The Parties shall coordinate directly the exchange of any information concerning the reliable operation of the Interconnection facilities and the status of the Control Areas. Such information shall be communicated through mutually acceptable methods. Procedures and forms for the exchange of emergency information shall be jointly developed and are contained in Service Schedule 8.

ICAA 3.2.6.1 Information Required to be Provided

Details regarding the information necessary to the reliable operation of the Interconnection shall be included in Service Schedule 9.

ICAA 3.2.7 Joint Operating Procedures

Procedures for coordinating the reliable operation of the Interconnection will be jointly implemented by the ISO, SRP and the Participating Transmission Owners. Such procedures are described in more detail in Service Schedule 10.

ICAA 4 SECURITY COORDINATION

The ISO shall be the designated WSCC Security Coordinator for the California Subregion.

ICAA 5 SCHEDULING AND DISPATCH

ICAA 5.1 Coordination and Exchange of Information

The Parties shall coordinate and exchange information on schedules and Control Area checkouts at the Interconnection. All schedules at the Interconnection shall match. In accordance with WSCC MORC, the Parties shall verify, at mutually acceptable times, the actual and scheduled interchange numbers for past hours as well as scheduled interchange numbers for current and future hours. The Parties shall jointly develop methods and details for coordinating scheduling procedures, information exchange, and notifications in normal, emergency, and curtailment conditions. These methods and details will be included in Service Schedule 11.

ICAA 5.2 Notifications

The Parties shall jointly develop methods for coordinating the notification of all affected scheduling entities within their respective Control Areas regarding schedule changes in emergency or curtailment conditions.

ICAA 5.3 [Intentionally Left Blank]

ICAA 5.4 Import of Dynamically Scheduled Energy and Non-Regulation Ancillary Services by ISO

The ISO and SRP shall allow for the ISO import of dynamically scheduled energy and non-regulation ancillary services from the SRP Control Area to the ISO Control Area in accordance with the provisions of Service Schedule 17; provided, however, SRP shall have the right to terminate Service Schedule 17 without prior ISO approval upon thirty (30) days advance written notice to the ISO, and in such case this Section 5.4 shall be of no further force or effect as of the termination of Service Schedule 17.

ICAA 5.5 Pseudo-Tie Generating Facilities

The CAISO and SRP may, subject to mutual agreement, upon request from generating facilities radially interconnected to the electric grid under the operational control of SRP, establish Pseudo-Ties, as such are defined in, and in accordance with, Service Schedule 18 to the ICAOA.

ICAA 6 OUTAGE COORDINATION

ICAA 6.1 Maintenance Coordination

Outages of facilities affecting the Interconnection shall be jointly coordinated by the Parties and the Transmission Owner to minimize a reduction and the duration of such reduction to the operating limits of the Interconnection. The Parties shall provide each other reasonable notice of Planned Outages and scheduled maintenance affecting the Interconnection in advance.

The Parties shall review Planned Outages and scheduled maintenance to determine the feasibility of initiating the switching process. If, given the current or anticipated system conditions at the time, the Parties jointly determine that system reliability may be impaired, the Outage may be canceled.

Outage coordination procedures to be followed will be jointly developed by the Parties and included in Service Schedule 12.

ICAA 6.2 Forced Outages

The Parties shall coordinate and implement operational changes necessary to accommodate Forced Outages, emergencies or curtailments. All notifications of Forced Outages, emergencies or curtailments shall be communicated between the ISO control center

and SRP power dispatch office as soon as possible. If notice prior to a Forced Outage, Emergency or curtailment cannot be given, the ISO or SRP shall notify the other Party of the event immediately after it occurs.

All Forced Outage notifications shall be communicated by both control centers to other Control Area operators likely to be affected by the Outage.

ICAA 7 EMERGENCY OPERATION

ICAA 7.1 Emergency Assistance Arrangements

Service Schedule 13 details emergency assistance arrangements.

ICAA 7.2 Unscheduled Flow Mitigation (Loop Flow)

The ISO shall be the administrator for Unscheduled Flow Mitigation Procedures for the California subregion, consistent with WSCC procedures.

ICAA 7.3 Emergency Action

In the event of a system emergency, the Parties shall take coordinated action as they consider necessary to preserve or restore stable operation of the interconnected grid and to preserve or restore reliable, safe and efficient service as quickly as reasonably practicable. The Parties shall, where practicable, keep operators in affected Control Areas and the appropriate Security Coordinators informed as to the nature and extent of the system emergency.

ICAA 7.3.1 Operations Exercised Independently

Emergency operation in response to unforeseen system occurrences that may jeopardize the safety of personnel and the general public and/or system stability may be performed independently by SRP and the Transmission Owner. SRP and Transmission Owners shall forward the outcomes to the ISO Control Center as soon as practicable after the occurrence. The ISO Control Center shall forward the outcomes of emergency operation to which it is a party to SRP as soon as it is practicable after the occurrence. The duties and responsibilities for the ISO Control Center, SRP Power Dispatch Office, and the Transmission Owner under the foregoing circumstances are described in more detail in Service Schedule 14.

ICAA 7.4 Restoration Coordination

The Parties shall coordinate restoration of the facilities affecting the Interconnection, and shall take necessary restoration measures on facilities affecting the Interconnection in their respective Control Areas following an interruption, including coordinating the restarting of either or both systems from a black start, if requested. The Parties shall develop Interconnection restoration procedures, which shall be included in Service Schedule 15.

ICAA 7.5 Voltage Collapse

The Parties shall take measures in their respective Control Areas to arrest collapsing voltage that affects the Interconnection.

ICAA 8 LIABILITY

ICAA 8.1 Uncontrollable Forces

An uncontrollable force means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control of a Control Area operator which could not be avoided through the exercise of Good Utility Practice.

Neither Party will be considered in default of any obligation under this Operating Agreement or liable to the other for direct, indirect, or consequential damages if prevented from fulfilling that obligation due to the occurrence of an uncontrollable force.

In the event of the occurrence of an uncontrollable force, which prevents either Party from performing any obligations under this Operating Agreement, the affected entity shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the uncontrollable force. Each Party shall use its best efforts to mitigate the effects of such uncontrollable force, remedy its inability to perform, and resume full performance of its obligations hereunder.

ICAA 8.2 Liability To Third Parties

Except as otherwise expressly provided herein, nothing in this Operating Agreement shall be construed or deemed to confer any right or benefit on, or to create any duty to, or standard of care with reference to any third party, or any liability or obligation, contractual or otherwise, on the part of ISO or SRP.

ICAA 8.3 Liability Between the Parties

The Parties' duties and standard of care with respect to each other, and the benefits and rights conferred on each other shall be no greater than as explicitly stated herein. Neither Party, its directors, officers, employees or agents, shall be liable to the other Party for any loss, damage, claim, cost, charge or expense, whether direct, indirect or consequential, arising from the Party's performance or nonperformance under this Operating Agreement, except for a Party's gross negligence, or willful misconduct.

ICAA 8.4 Liability For Electric Disturbance

The Parties shall plan, operate and maintain their respective systems to minimize or avoid electric disturbances that may interfere with the system of the other Party, consistent with Good Utility Practice. The limits of responsibility for The Parties shall each be for protecting their own respective systems from possible damage by reason of electric disturbance or faults caused by the operation, faulty operation or non-operation of their facilities

ICAA 8.5 Liability For Interruptions

Neither Party shall be liable to the other Party for any claim, demand, liability, loss or damage, whether direct, indirect, or consequential, incurred by the Parties or their respective customers, which results from the separation of the systems in an Emergency.

If an end-use customer within the Control Area of a Party makes a claim or brings an action against the other Party for any death, injury, loss or damage arising out of or in connection with electric service to such end-use customer and caused by the operation or failure of operation of the other Party's Control Area or any portion thereof, The first Party shall indemnify and hold harmless the other Party, its directors, officers and employees from and against any liability for such injury, loss or damage.

ICAA 9 SERVICE SCHEDULES

The Service Schedules referenced in various sections of this Operating Agreement are hereby made a part of this Operating Agreement. The Parties may from time to time establish with each other and, where appropriate, with the Transmission Owner additional specific procedures for the reliable operation and scheduling of Interconnection facilities. The details of these particular operating procedures will also be set forth in an applicable Service Schedule.

ICAA 10 MISCELLANEOUS

ICAA 10.1 Assignments

Either Party to this Agreement may assign its obligations under this Operating Agreement, with the other Party's prior written consent. Such consent shall not be unreasonably withheld.

Obligations and liabilities under this Operating Agreement shall be binding on the successors and assigns of the Parties. No assignment of this Operating Agreement shall relieve the original party from its obligations or liabilities under this Operating Agreement arising or accruing due prior to the date of assignment.

ICAA 10.2 Notices

Any notice, demand or request which may be given to or made upon either Party regarding this Operating Agreement shall be made in writing and shall be deemed properly served, given, or made: (a) upon delivery if delivered in person, (b) five (5) days after deposit in the mail if sent by first class United States mail, postage prepaid, (c) upon receipt of confirmation by return facsimile if sent by facsimile, or (d) upon delivery if delivered by prepaid commercial courier service. A Party must update the information in Service Schedule 3 relating to its address as that information changes.

ICAA 10.3 Waivers

Any waiver at any time by either Party of its rights with respect to any default under this Operating Agreement, or with respect to any other matter arising in connection with this Operating Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or matter arising in connection with this Operating Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right under this Operating Agreement, shall not constitute or be deemed a waiver of such right.

ICAA 10.4 Governing Law and Forum

Subject to ICAA 10.5, this Operating Agreement shall be deemed to be a contract made under and for all purposes shall be governed by and construed in accordance with the laws of the State of California, except that if a dispute concerns the operation of transmission lines or facilities, the law of the state where the transmission lines or facilities are located will control. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Operating Agreement shall be brought in any of the following forums, as appropriate: court of the State of California or any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission. No provision of this Operating Agreement shall be deemed to waive the right of any party to protest, or challenge in any manner, whether this Operating Agreement, or any action or proceeding arising under or relating to this Operating Agreement, is subject to the jurisdiction of the Federal Energy Regulatory Commission.

ICAA 10.5 Consistency with Federal Laws and Regulations

(a) Nothing in this Operating Agreement shall compel any person or federal entity to: (1) violate federal statutes or regulations; or (2) in the case of a federal agency, to exceed its statutory authority, as defined by any applicable federal statutes, regulations, or orders lawfully promulgated thereunder. If any provision of this Operating Agreement is inconsistent with any obligation imposed on any person or federal entity by federal law or regulation to that extent, it shall be inapplicable to that person or federal entity. No person or federal entity shall incur any liability by failing to comply with this Operating Agreement that is inapplicable to it by reason of being inconsistent with any federal statutes, regulations, or orders lawfully promulgated thereunder; provided, however, that such person or federal entity shall use its best efforts to comply with the ISO Tariff to the extent that applicable federal laws, regulations, and orders lawfully promulgated thereunder permit it to do so.

(b) If any provision of this Operating Agreement requiring any person or federal entity to give an indemnity or impose a sanction on any person is unenforceable against a federal entity, the ISO shall submit to the Secretary of Energy or other appropriate Departmental Secretary a report of any circumstances that would, but for this provision, have rendered a federal entity liable to indemnify any person or incur a sanction and may request the Secretary of Energy or other appropriate Departmental Secretary to take such steps as are

necessary to give effect to any provisions of this Operating Agreement that are not enforceable against the federal entity.

ICAA 10.6 Severability

If any term, covenant, or condition of this Operating Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Operating Agreement and their application shall not be affected thereby, but shall remain in force and effect and the parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Operating Agreement.

ICAA 10.7 Section Headings

Section headings provided in this Operating Agreement are for ease of reading and are not meant to interpret the text in each Section.

ICAA 10.8 Amendments

This Operating Agreement and the Schedules and Attachments attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. If the amendment does not require FERC approval, the amendment will be filed with FERC for information.

ICAA 10.9 Counterparts

This Operating Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Operating Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Operating Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date written in ICAA 1.

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date; _____

Salt River Project Agricultural Improvement and Power District

By: _____

Name: _____

Title: _____

Date; _____

SERVICE SCHEDULE #1
INTERCONNECTION
[Section 2.2.5]

The Interconnection between the California Independent System Operator (ISO) and the Salt River Project (SRP) is comprised of 2 lines. These lines are described below.

North Gila – Palo Verde 500 kV Line

This line connects the Palo Verde Nuclear Generating Station near Phoenix in Arizona to the North Gila Substation located near Yuma, Arizona. The point of control area interconnection is the first line dead-end structure located in the Palo Verde 500 kV switchyard.

ISO Terminal:	North Gila
Participating Transmission Owner:	SDG&E
Other Transmission Owner:	APS, IID
Salt River Project Terminal:	Palo Verde
Point of Interconnection:	First dead-end structure at Palo Verde
Voltage:	500 kV

Devers -- Palo Verde 500 kV Line

This line connects the Palo Verde Nuclear Generating Station about 50 miles West of Phoenix in Arizona, to the SCE Devers Substation near Palm Springs, California. The point of interconnection is the first line dead-end structure located in the Palo Verde 500 kV switchyard.

ISO Terminal:	SCE Devers Substation
Participating Transmission Owner	SCE
Salt River Project Terminal:	Palo Verde
Point of Interconnection:	First dead-end structure at Palo Verde
Voltage:	500 kV

SERVICE SCHEDULE 2
EXISTING CONTRACT PROVISIONS AND PROCEDURES
[Section 3.1.2]

The responsible PTO (i.e., SCE, or SDGE) with respect to Existing Contracts will provide for this Schedule the Instructions that are necessary to implement the exercise of the Existing Rights and/or the Non-Converted Rights in accordance with the ISO Protocols (see, in particular, the ISO Schedules and Bids Protocols, Section 3, and the ISO Scheduling Protocols, Section 7).

This schedule may be modified upon the mutual agreement of the Parties.

SERVICE SCHEDULE 3
POINTS OF CONTACT

**[PRIVILEGED MATERIAL REDACTED PURSUANT TO
18 C.F.R. § 388.112]**

SERVICE SCHEDULE 4

RESPECTIVE JURISDICTION FOR OPERATIONAL CONTROL

[Section 3.2.1]

□ North Gila – Palo Verde 500 kV Line

Jurisdictional Boundary:

First dead-end structure at Palo Verde

Responsibility:

The line is operated and maintained by APS. SRP has control over the Palo Verde terminal. All switching must be coordinated with SDGE, ISO, APS, SRP, and real time operating personnel prior to actual switching. Related transmission service and scheduling changes must be coordinated as well with IID and SCE. (SDGE handles the communications with IID)

Note: Under the terms of a Mutual Assistance Transmission Agreement between APS, SDGE, SCE and IID, the parties each retain limited scheduling rights out of Palo Verde during outages of the Palo Verde – North Gila 500 kV line.

□ Devers -- Palo Verde 500 kV Line

Jurisdictional Boundary:

First dead-end structure at Palo Verde

SCE Switching Responsibility:

The ISO operates and the Southern California Edison Company (SCE) owns and maintains the Devers Palo Verde 500 kV line between Devers Substation and the first dead-end structure located in the Palo Verde Generating Station's 500 kV switchyard. The SCE Devers System Operator has jurisdiction of the line as stated including the Arizona and California series capacitors and the shunt reactors at Devers Substation.

Salt River Project Switching Responsibility:

The Salt River Project (SRP) operates and maintains the Devers Palo Verde 500 kV line between the Palo Verde 500 kV switchyard and the last dead-end structure located at Palo Verde. The SRP Power Dispatcher has jurisdiction of the line as stated including the shunt reactors at Palo Verde.

Operational Responsibility:

The SRP Dispatcher and the ISO Transmission Dispatcher will coordinate and monitor the planned energizing and de-energizing of the Devers-Palo Verde 500 kV line as well as testing and paralleling after relay operations.

Maintenance Responsibility:

The Southern California Edison Company (SCE) owns and maintains the Devers-Palo Verde 500 kV line between Devers Substation and the first dead-end structure located in the Palo Verde Generating Station's 500 kV switchyard. The SCE Devers System Operator has jurisdiction of the line as stated including the Arizona and California series capacitors and the shunt reactors at Devers Substation.

SERVICE SCHEDULE 5
SWITCHING OPERATIONS
[Section 3.2.2]

□ **North Gila – Palo Verde 500 kV Line**

Clearance/Switching Instructions:

SRP maintains and switches the terminal equipment at Palo Verde. Switching and outages are coordinated with SDGE, ISO, APS and SCE. APS maintains the line and the North Gila switchyard and is responsible for coordinating outage or energized line work requests with SDGE, ISO, SRP, IID, and SCE. SDGE handles communications with IID.

Refer to SRP documents OP-48604, OP-48609, and OP-41809 for detailed Operating Procedures for this circuit.

Line Restoration Instructions:

Series capacitors on the Palo Verde – North Gila 500 kV line must be bypassed and at least two 500 kV line reactors must be switched on before this line section can be energized. The line is energized from Palo Verde then synchronized at North Gila. Synch check relays will not allow synchronizing at North Gila or Palo Verde when the line-closing angle exceeds 50 degrees. If necessary, reduce Arizona imports into California to allow synchronization.

Testing Instructions:

Miguel – Imperial Valley and Imperial Valley – North Gila 500 kV lines must be in service prior to testing.

□ **Devers -- Palo Verde 500 kV Line**

Switching

The SRP Dispatcher and the SCE Devers System Operator will review the required switching at each terminal before issuing any switching orders. Each agency will issue switching orders only to the station and/or personnel under its jurisdiction.

Refer to SRP documents OP-48604, OP-48609, and OP-41809 for detailed Operating Procedures for this circuit.

Line Switching Procedure

The line will normally be opened at Palo Verde and deenergized from Devers via the inadvertent transfer trip. The Devers 500 kV busvoltage is not to exceed 500 kV prior to opening the line.

All disconnect switching on the DeversPalo Verde 500 kV line terminals will be handled jointly by the SRP Dispatcher and the SCE Devers System Operator.

The line is to be energized for test fromDevers with both 500 kV shunt reactors in service. The Devers 500 kV bus voltage is not to exceed 500 kV.

Following a successful test, open the Palo Verde 500 kV CB at Devers.

The SRP Dispatcher will energize the Devers 500 kV line from Palo Verde.

Synchronize and close the Palo Verde 500 kV CB at Devers.

Clearances

An intercompany Clearance will only be issued to the agency performing the work. Neither agency will issue a Clearance to its station or field personnel on the line until it has obtained a Clearance from the other agency. Each agency will record such Clearances.

SERVICE SCHEDULE 6
REAL TIME OPERATING LIMITS

[Section 3.2.3.1]

The ISO – SRP interconnection makes up a portion of the WSCC Transfer Path 21 and the Arizona-California (East of the River) Path.

The operational rating and scheduling entitlements of this Interconnection must consider the other facilities in or out of service, compensation levels, generation at Palo Verde, etc. The real-time ratings are established by APS (or the Arizona Security Coordinator) by application of appropriate procedures and nomograms contained in the Arizona Security Monitor Manual.

SERVICE SCHEDULE 7

VOLTAGE CONTROL

[Section 3.2.5]

□ North Gila – Palo Verde 500 kV Line

The voltage and VAR flow at the interconnection are controlled by the Palo Verde generators and switching of the line reactors at the North Gila and Palo Verde Substations. APS switches the reactors at North Gila Substation and SRP switches the reactors at Palo Verde Substation. SRP normally controls the Palo Verde bus voltage to 535 kV. APS and ISO normally maintain North Gila voltage @ 525 kV.

□ Devers -- Palo Verde 500 kV Line

Voltage Schedule at Devers: 495 kV to 525 kV

MVAR Schedule: Zero plus or minus 100 MVAR at Palo Verde

Refer to SRP documents OP-45800 for detailed Operating Procedures for voltage and VAR control on these circuit.

SERVICE SCHEDULE 8
INFORMATION EXCHANGE PROCEDURES FOR
GRID OPERATIONS
[Section 3.2.6]

Information Exchange

The ISO and SRP shall coordinate, either directly or through their Security Coordinators, the exchange of any information specified in Section 3.2.6 concerning the Interconnection facilities and the status of the Control Areas that may affect the operation of the Interconnection or either of the interconnected Control Areas. Real Time information shall be communicated in the most efficient method possible through any shared electronic, voice, or facsimile media or via their respective WSCC Security Coordinators. Such communication equipment may be common networked mass communication equipment in place and shared by WSCC participants or regional transmission groups. Service Schedule 9 lists information necessary to the reliable operation of the ISO, SRP, and the WSCC.

SERVICE SCHEDULE 9
INTERCONNECTION INFORMATION
[Section 3.2.6.1]

Information necessary to the reliable operation of the ISO, SRP, and the W SCC shall include, but not be limited to, the following operational data:

- 1) Major transmission outages, planned or unplanned, as they occur or are effected;
- 2) Restoration of major transmission facilities after Planned or unplanned Outages;
- 3) Loss or impairment of certain reactive equipment;
- 4) Loss of load or resources resulting in detectable frequency variation;
- 5) Detectable significant weather data and/or atmospheric conditions;
- 6) Significant conditions such as fires, floods, and earthquakes;
- 7) Activation or deactivation of RAS equipment;
- 8) Any planned or unplanned operation that can or will impair the availability or transfer capability of resources; and
- 9) Activation of Emergency command centers.

Additional information requirements may be added by mutual agreement of the ISO and SRP.

SERVICE SCHEDULE 10
JOINT OPERATING PROCEDURES

[Section 3.2.7]

ISO and SRP comply with the reliability criteria established by the North American Electric Reliability Council (NERC) and the Western Systems Coordinating Council (WSCC).

The ISO may be called upon to provide a path for emergency off-site power to Palo Verde Nuclear Generating Station during a system shutdown in Arizona.

The ISO and SRP may agree to add joint operational procedures as they become necessary.

SERVICE SCHEDULE 11
INFORMATION EXCHANGE AND COORDINATION
FOR SCHEDULING AND DISPATCH
[Section 5.1]

A. PRESCHEDULE CHECKOUT PROCEDURES

Day-Ahead Process: As more fully described in Attachment A, the California ISO will confirm net interchange schedules with adjacent Control Areas based on schedules submitted by Scheduling Coordinators within the parameters of the ISO's Day Ahead market after the ISO issues final day ahead schedules (at 1300 hours each day prior to the trading day).

Hour-Ahead Process: As more fully described in Attachment A, the California ISO will confirm hourly net interchange schedules with adjacent Control Areas based on Schedules submitted by Scheduling Coordinators within the parameters of the ISO's Hour Ahead market one hour prior to the start of the Settlement Period. Interchange schedules submitted by Scheduling Coordinators for Existing Contract rights-holders that retain rights to submit schedules after the close of the ISO's Hour Ahead market parameters will be accepted and the California ISO will confirm net interchange schedules with the adjacent Control Area when the schedule is submitted.

B. REAL TIME CHECKOUT PROCEDURES

The California ISO will confirm net interchange schedules with adjacent Control Areas on real time as required to meet NERC and WSCC criteria.

C. AFTER THE FACT CHECKOUT PROCEDURES

The California ISO will confirm net interchange schedules with adjacent Control Areas after the close of each Settlement Period as required to meet the obligations of inadvertent interchange energy accounting of prevailing NERC or WSCC policy. This is more fully described in Attachment A.

SERVICE SCHEDULE 12

MAINTENANCE COORDINATION PROCEDURES

[Section 6.1]

ISO OUTAGE COORDINATION PRINCIPLES

The ISO Outage Coordination Office (OCO) will coordinate outage scheduling with the Participating Transmission Owners and the Interconnected Control Area operators on the following types of equipment:

1. interconnected transmission lines;
2. interconnected transmission equipment including circuit breakers, transformers, disconnects, reactive devices, wave traps;
3. protection and control schemes, including RAS, SCADA, EMS, or AGC.

In some cases it may be necessary for the party requesting an outage to submit procedures and diagrams to facilitate the switching for the outage.

The preferred outage coordination schedule for the ISO is developed in accordance with the following general schedule:

October outage coordination conference.

1. Each year by October 1 the ISO will gather annual outage schedules from the ISO Participating Transmission Owners. The ISO will confer with other WSCC entities to begin the annual outage coordination process.
2. Quarterly Confirmation:
Each quarter (on the 15th of January, April, and July) the Participating Transmission Owners will update and confirm their outage schedules with the ISO and Interconnected Control Areas. At that time the ISO OCO will look ahead at the following quarter and at the three following quarters and will confirm outage schedules for the coming year.
3. Outage Schedule Revisions:
Requests for changes, additions, and cancellations to the annual/quarterly outage schedule can be made at any time. However, the minimum notification for outage request is governed by the Three Day and One Day Confirmation process listed in 4 and 5 below.
4. Three Day Prior Confirmation/Notification:
Any request to confirm or change the schedule of an outage that may affect transfer capability must be submitted no later than 1130 at least three working days prior to the starting date of the scheduled outage. (Acknowledgement of requests to the ISO OCO will be made within two working hours and approval will be made by 1530 the following day.) This applies to the following:
 - a. all 500 kV facilities;
 - b. any line outage;
 - c. any load transformer outage;
 - d. any bus outage;

- e. relay protection outages that reduce the transfer capability of a line or path;
 - f. any outage that requires coordination by two or more connected entities;
 - g. communication system outages, including SCADA facilities; and
 - h. any other outage that will affect the transfer capability of any line or path.
5. One Day Prior Confirmation/Notification:
Any request to confirm or change the schedule of an outage not covered in 4 above must be submitted no later than 11:30 am at least one day prior to the starting date of the outage.
6. Final Approval:
On the day of the scheduled outage the ISO Control Center will consult with the Interconnected Control Area operator and determine whether to approve the scheduled outage.

Forced Outages will be handled as follows:

1. Immediate Forced Outages:
Situations likely to result in a Forced Outage within the next twenty-four hours unless immediate corrective action is taken should be communicated directly to the ISO Control Center. The ISO Control Center operators will work with the Participating Transmission Owner and/or the Interconnected Control Area operator to take actions as necessary.
2. Imminent Forced Outages:
Situations not requiring a removal from service of transmission facilities until some time more than twenty-four hours in the future should be communicated to the ISO OCO and will be scheduled for outage. Time limits for notification will be waived and the request will be expedited by the ISO OCO provided notice is given as soon as possible.

Switching for scheduled outages will be coordinated by the ISO Control Center, the Interconnected Control Area operator, and the Transmission Owner. The ISO Control Center will work with the Participating Transmission Owner and the Interconnected Control Area Operator to create a phone bridge linking the ISO, the Participating Transmission Owner, the Interconnected Control Area Operator and switchmen, as necessary, to monitor the opening of circuit breakers. The ISO Control Center will direct the Transmission Owner to perform the remainder of the necessary switching in coordination with the Interconnected Control Area operator and then to report to the ISO Control Center the condition of the affected facilities.

Likewise, when returning facilities to service, the ISO Control Center will direct the Participating Transmission Owner to work with the Interconnected Control Area

operator to perform necessary switching in preparation for closing circuit breakers and then will monitor via linked phone lines the actual closing of the circuit breakers.

Clearances will be exchanged between the Transmission Owners and the Interconnected Control Area operators. The ISO Control Center will also keep records of the outages and Clearances.

The ISO OCO will maintain a record of each outage as it is implemented. Such records will be available for inspection.

A suggested Outage Request form follows:

CALIFORNIA ISO OUTAGE COORDINATION OFFICE

TRANSMISSION OUTAGE REQUEST

Transmission Owner / Operator: _____

New Request: _____ Change to Existing Approved Request: _____
Original Start Date _____ Time: _____ Hours

Facility: _____

Outage Start Date: ____ / ____ / ____ Start Time: _____ Hours

Outage End Date: ____ / ____ / ____ End Time: _____ Hours

NOTE: All start and end times include switching.

Work to be Performed: _____

Special Conditions: _____

Emergency Return to Service Time: _____ Hours

Requestor: _____

Primary Telephone No. _____ Alternate Telephone No. _____

ISO Approval: _____

Other Notifications of Approval: _____

SERVICE SCHEDULE 13
EMERGENCY ASSISTANCE ARRANGEMENTS

[Section 7.1]

To the extent possible, the Parties will assist each other in an emergency by scheduling energy and/or capacity. Such emergency assistance is available at the sole discretion of the Party supplying it and will be recallable without advance notice as required to meet reliability requirements. ISO and SRP operators will agree upon and log MW values, start and end times, ramp rates and times, and integrated MWH values for any emergency assistance provided.

During operating emergencies, the Arizona Nuclear Power Project (ANPP) Switchyard Participants and the Palo Verde-North Gila Line Participants shall make available to each other, through the ANPP Switchyard Operating Agent, such ANPP switchyard Capacity as may be determined to be available in the sole judgement of the supplier. The ANPP Switchyard Capacity provided shall be on an interruptible basis and shall be provided only when it will not result in the impairment of or jeopardy to service in the system of the supplier.

The price paid for ISO emergency assistance will be at the ISO market price for energy and/or capacity, plus all applicable charges, as specified in the ISO Tariff and Protocols. Such price may be estimated prior to delivery and finalized in the settlement process. The ISO will establish a Scheduling Coordinator account for SRP for the sole purpose of facilitating the settlement of such emergency assistance. Payment to the ISO for such emergency assistance will be made in accordance with the settlement process, billing cycle, and payment timeline set forth in the ISO Tariff and Protocols.

The price paid for SRP emergency assistance will be at a price agreed upon by the Parties at the time of the emergency assistance request. Payment by the ISO for such emergency assistance will be made in accordance with the settlement process, billing cycle, and payment timeline set forth in the ISO Tariff and Protocols.

SERVICE SCHEDULE 14

INDEPENDENT OPERATION DUTIES AND RESPONSIBILITIES

[Section 7.3.1]

Normally all switching operations are coordinated with all appropriate control area operators prior to performing actual switching. In situations where the immediate personnel or public safety is an issue, switching may be accomplished without coordination with other control area entities, and notification provided afterwards (as stated in ICAA 7.3.1).

Beyond that included in the body of the agreement, no additional independent operation duties and responsibilities currently exist.

The ISO and SRP may agree to add additional understandings as appropriate.

SERVICE SCHEDULE 15
RESTORATION COORDINATION
[Section 7.4]

The SRP Power Dispatch Office and the ISO will work in close cooperation to maximize the reliability of interconnected operations. The WSCC MORC and off-nominal frequency procedures will be utilized as applicable. As appropriate, priority will be placed by both parties on restoration of the interconnection. The Interconnection will be closed only on orders from the ISO and the SRP Energy Control Center.

SERVICE SCHEDULE 16

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SERVICE SCHEDULE 17

[Section 5.4]

INTER-CONTROL AREA REQUIREMENTS FOR SCHEDULING AND DYNAMIC DELIVERY OF ENERGY, SUPPLEMENTAL ENERGY, AND ENERGY ASSOCIATED WITH NON-REGULATION ANCILLARY SERVICES TO THE ISO

1. General

- 1.1 Purpose. This Service Schedule 17 sets forth the requirements that must be satisfied by SRP (referred to herein as the "Host Control Area") should it elect to support Scheduling Coordinators' requests for implementation of a dynamic scheduling functionality and delivery of energy, supplemental energy, and energy associated with ancillary services (except regulation service) into the ISO Control Area. The requirements encompass technical (energy management system ("EMS")/automatic generation control ("AGC") and communications), interchange scheduling, telemetry, and aspects of interconnected Control Area operations.
- 1.2 The Host Control Area may elect, at any time and in its sole discretion, to initiate or decline support of and agreement to Scheduling Coordinators' requests for implementation of dynamic scheduling functionality for delivery of energy, supplemental energy, and energy associated with non-regulation ancillary services into the ISO Control Area. Support of and agreement to any such implementation of dynamic scheduling functionality for delivery of energy, supplemental energy, and energy associated with non-regulation ancillary services into the ISO Control Area may be withdrawn by the Host Control Area at any time and in its sole discretion. Subject only to Good Utility Practices to ensure continued reliability of the Interconnection facilities, a decision by the Host Control Area to terminate a Scheduling Coordinator's ability to dynamically schedule and deliver energy, supplemental energy, and energy associated with non-regulation ancillary services into the ISO Control Area shall be effective immediately or at any other time as the Host Control Area shall require, provided that the Host Control Area shall notify the ISO as soon as practical of that action. A decision by the Host Control Area to terminate any given Scheduling Coordinator's ability to dynamically schedule and deliver energy, supplemental energy, and energy associated with non-regulation ancillary services into the ISO Control Area shall not foreclose the ability of the Host Control Area to grant such permission in the future to such Scheduling Coordinator or any other Scheduling Coordinator.
- 1.3 NERC/WECC Operating Standards Observed. Nothing in this Service Schedule 17 is intended to change, supercede, or alter either Party's obligations to abide by NERC and WECC standards and policies.

- 1.4 Applicable Standards. This Service Schedule 17 incorporates, by reference, the ISO Tariff Dynamic Scheduling Protocol. Where provisions of this Service Schedule 17 conflict with said document, the provisions of this Service Schedule 17 and this Operating Agreement shall prevail.
- 1.5 Meaning of "System Resource". "System Resource" is defined in the ISO Tariff and, in the context of this Service Schedule 17, may include combinations of resources as described in the ISO Tariff Dynamic Scheduling Protocol.

2. Telecommunications Requirements

The ISO and Host Control Area shall establish and maintain real time, redundant, diversely routed, communications links between the ISO EMS and the Host Control Area EMS, with the primary link utilizing the standard inter-Control Area communications protocol ("ICCP") in accordance with the ISO Tariff Dynamic Scheduling Protocol.

3. Telemetry

For each operating hour for which a System Resource is scheduled to deliver energy, supplemental energy, and/or energy associated with any of the non-regulating ancillary services to the ISO Control Area, the Host Control Area shall provide, via the ICCP communication links to the ISO EMS, the data for each System Resource as set forth in the ISO Tariff Dynamic Scheduling Protocol.

4. Interchange Scheduling Requirements

- 4.1 Dynamic Scheduling. The Host Control Area shall support Scheduling Coordinators' requests to arrange dynamic interchange schedules for the delivery of energy to the ISO Control Area, reflecting the System Resource's instantaneous energy production or allocation level and taking into account available transmission capacity.
- 4.2 Treatment of Area Control Error ("ACE"). The Host Control Area shall immediately (at each AGC cycle interval) compensate its AGC for the System Resource's energy output that is generated or allocated for establishing the dynamic schedule to the ISO such that the System Resource energy production or allocation changes have an equal in magnitude and opposite in sign effect on the Host Control Area's ACE.

- 4.3 Integration of Dynamic Scheduling. For each operating hour during which energy was dynamically scheduled for delivery to the ISO Control Area, the Host Control Area shall compute an integrated amount of interchange based on the System Resource's integrated energy production, by integrating the instantaneous System Resource production levels. Such integrated MWH value shall be agreed to hourly by the real time schedulers of the ISO and SRP Control Areas.
- 4.4 Delivery of Megawatts ("MW"). The Host Control Area shall not be obligated to make up any difference between the dynamic energy schedule and the MW being generated or allocated by the System Resource.
- 4.5 Access to Information. The Parties agree to exchange information related to telemetry sent and received with respect to the delivery of energy upon the request of the other Party for any purpose.

5. Other Host Control Area Responsibilities

- 5.1 Operational Jurisdiction. The Host Control Area must have, at a minimum and at all times, the level of operational jurisdiction over the System Resource and the associated dynamic schedule that NERC and WECC vest in Host Control Areas. The ISO shall issue operating instructions directly to the Scheduling Coordinator for the System Resource provided that such operating instructions are simultaneously provided to the Host Control Area as well. The Host Control Area shall have the right at all times to override, alter, cancel or otherwise modify any such operating instructions from the ISO as needed for the Host Control Area to discharge its Control Area Operator responsibilities and to ensure operational control and reliability of the Host Control Area transmission system. Telemetry from the System Resource shall be communicated through the Host Control Area's EMS to the ISO's EMS.
- 5.2 E-Tagging. The Host Control Area must support associated e-tagging consistent with NERC and/or WECC requirements.
- 5.3 Real-Time Adjustments. The Host Control Area must have a means to manually override and/or otherwise adjust the dynamic signal in real time, if needed.
- 5.4 Coordination with Other Control Areas. The Host Control Area must provide to the ISO in real time the instantaneous value of each dynamic schedule to every intermediary Control Area through whose systems such dynamic schedule may be implemented.

6. Other

- 6.1 Losses. The ISO shall not be responsible for transmission losses caused by transmitting energy dynamically within or across the Host Control Area for delivery to the ISO.
- 6.2 Certification. Only ISO-certified System Resource/Host Control Area arrangements will be allowed to bid or self provide ancillary services in the ISO's ancillary services market through an ISO-certified Scheduling Coordinator.
- 6.3 No Guarantee of Award. Certification of a System Resource/Host Control Area arrangement allows for bidding of supplemental energy and/or certain ancillary services into the ISO market; it does not, however, guarantee selection of such bid.
- 6.4 Performance Assessment. The ISO will monitor and measure dynamically imported ancillary services, whether bid or self-provided, against the performance benchmarks described in the ISO Tariff Dynamic Scheduling Protocol.

7. CONSENT TO IMPLEMENTATION OF DYNAMIC SYSTEM RESOURCES

Each dynamically scheduled System Resource shall be permitted pursuant to this Service Schedule 17, and subject to Section 1.2 hereof, only upon written consent of both the Host Control Area and the ISO, which written consent may be communicated by e-mail, and only if the System Resource is subject to a Dynamic Scheduling agreement for Scheduling Coordinators with the ISO.

SERVICE SCHEDULE 18

PSEUDO-TIE GENERATING FACILITIES

[ICAOA SECTION 5.5]

1. This Service Schedule 18 to the ICAOA sets forth the agreement of the Parties in regards to requests for implementation of Pseudo-Ties.
2. Pseudo-Tie shall mean an electrical arrangement by which the output of a generating facility physically interconnected to the electric grid of SRP's Control Area is telemetered to and deemed to be produced in the ISO Control Area, and for which the CAISO is the sole obligator and provider of Control Area Operator services, and CAISO exercises sole Control Area Operator jurisdiction over the Pseudo-Tie generating facility.
3. Operation of a Pseudo-Tie must comply with all applicable NERC and WECC reliability standards, requirements, and provisions of the ICAOA regarding inter-Control Area scheduling.
4. The CAISO will register each Pseudo-Tie as a "Point(s) of Delivery" (POD) on NERC's Transmission Service Information Network (TSIN).
5. The CAISO will register each Pseudo-Tie's "Point(s) of Receipt" (POR) on NERC's Transmission Service Information Network (TSIN).
6. Once registered with NERC as a POD and POR, each Pseudo-Tie shall remain in effect unless and until terminated by mutual agreement of the Parties or upon two years written notice by either the CAISO or SRP.
7. The generating facility and CAISO are solely responsible for arrangements to facilitate the continued delivery of energy and ancillary services from a Pseudo-Tie generating facility to the desired delivery points in the CAISO Control Area, including during any time the primary transmission contract path is unavailable or curtailed and/ or the Interconnection between SRP and the ISO is lost.
8. The Parties shall not be responsible for transmission losses caused by transmitting energy dynamically within or across the other Party's Control Area.
9. The CAISO shall be solely responsible for all Control Area Operator services and related responsibilities, including reactive supply and voltage control, for any Pseudo Tie generating facility deemed to be in the CAISO Control Area.

ATTACHMENTS

Attachment A

Attachment A details provisions and procedures as anticipated to be in place on January 1, 1998, and is included for informational purposes only.

Summary of information contained in Attachment A:

Scheduling for ISO will close at 1000 for Day Ahead schedule, and two hours before the hour for the Hour Ahead schedule.

It will be possible to check Day Ahead schedules from 1300 to 2200, at the discretion of each control area operator. It will be possible to check Hourly Schedules one hour before the hour, at the discretion of each control area operator.

After the fact checkout of hourly schedules and actuals will be possible following the completion of each hour. After the fact checkout of daily schedules and actuals will be possible after 0000 the following day.

California ISO Scheduling System - Planned Implementation of Interchange Scheduling Procedures -

The interchange scheduling procedures described in Service Schedule 11 of the Interconnected Control Area Agreement are deliberately broad due to the nature of their development and testing prior to the ISO Operations Date. The broadly stated procedures are intended to allow the California ISO and adjacent Control Areas a reasonable amount of latitude in refining the working procedures to meet the needs and capabilities of each system. The procedures are based on the parameters of the applicable California ISO Protocols and may differ from existing practices. To the extent possible, California scheduling procedures and practices encompass prevailing practices of interchange scheduling in the Western Systems Coordinating Council (WSCC).

This summary is intended to assist adjacent Control Areas in understanding the California ISO scheduling process and to help identify potential changes to current interchange scheduling practices. It is also based on current California ISO scheduling system functionality. As enhanced functionality is added to the ISO scheduling system, some of which is anticipated prior to the ISO Operations Date, procedural processes can be modified to streamline interchange scheduling practices.

All Schedules turned into the ISO must be submitted by a Scheduling Coordinator as outlined in the California ISO's Schedules and Bids Protocol and Scheduling Protocol. The Scheduling Coordinator electronic interface is the only method to input Schedules into the California ISO's Day-Ahead and Hour-Ahead scheduling database.

If a Schedule is not submitted prior to 1000 (1200 if there is a Congestion Management) the day prior to the Trading Day, it will not exist in the California ISO's Day-Ahead scheduling database. Schedules submitted after the ISO's Day-Ahead scheduling deadline can be submitted as Hour-Ahead Schedules anytime after the ISO issues Final Day-Ahead Schedules (at 1300) up to two hours prior to the actual Settlement Period (the scheduling hour, HE).

The ISO will be able to checkout the next day Schedules with adjacent Control Areas based on the information contained in the ISO's scheduling database at 1300. If the Application Program Interface (API) made available to the adjacent Control Areas is operational, confirmation of net interchange schedules could be performed electronically. In the absence of an operational API interface, the ISO will continue the prevailing practice of confirmation by telephone.

Hour-Ahead data will be available, for checkout, to the ISO one hour in advance of the beginning of each Settlement Period. Due to the ISO's requirement to Congestion Management for the Hour-Ahead Market, the next hour's (i.e., the Settlement Period) data will not be available for checkout prior to one hour in advance of the Settlement period.

The ISO will be able to make real time schedule adjustments (after the ISO has issued Final Hour-Ahead Schedules) under specific circumstances. Existing Contracts (with defined rights to schedule after the ISO issues Final Hour-Ahead Schedules), Supplemental Energy interchange schedules, and emergency changes are the most likely circumstances. Changes to correct interchange mismatches not discovered during preliminary Control Area checkouts will be made as required in the real time environment.

As required, and if no other arrangements have been made by Existing Contract rights-holders, a Participating Transmission Owner will likely provide the services of a Scheduling Coordinator for Existing Contract rights-holders. In any event, the ISO will be able to confirm net interchange, and confirm individual interchange schedules, based on the schedules it has in the ISO scheduling database contingent on the time they were submitted by Scheduling Coordinators.

After-the-fact interchange values should be available to the California ISO via its scheduling system for checkout immediately after the end of each Settlement Period. This will enable the California ISO to meet the requirements of inadvertent interchange accounting and interchange schedule reporting with adjacent Control Areas. As a practical matter, these after-the-fact checkouts will be performed during the next business day.

Attachment C

Marked Version

ICAOA between CAISO and SRP incorporating Amendment 2 changes

[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]

CALIFORNIA INDEPENDENT SYSTEM OPERATOR

INTERCONNECTED CONTROL AREA
OPERATING AGREEMENT

Dated: 2nd day of December, 1997

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
and

CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION

INTERCONNECTED CONTROL AREA
OPERATING AGREEMENT

(Incorporating Amendment No. 12)

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INTERCONNECTED CONTROL AREA

OPERATING AGREEMENT

ICAA 1

STANDARD OPERATING AGREEMENT

Interconnected Control Area Operating Agreement

THIS OPERATING AGREEMENT is entered into this 2nd day of December, 1997 and is accepted, by

and between:

Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona, having its registered and principal executive office at **1521 N. Project Drive, Tempe, AZ 85281-1206**, (SRP)

and

California Independent System Operator Corporation, a California nonprofit public benefit Corporation having a principal executive office located at such place in the State of California as the ISO Governing Board may from time to time designate, initially 151 Blue Ravine Road, Folsom, California 95630 (the "ISO").

SRP and the ISO are hereinafter referred to as the "Parties".

Whereas:

1. The Parties operate interconnected Control Areas (connected by the "Interconnection").
2. The Parties wish to coordinate operation and maintenance of the Interconnection to satisfy NERC criteria and WSCC Minimum Operating Reliability Criteria and Good Utility Practice.
3. The ISO has certain statutory obligations under California law to maintain power system reliability.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

ICAA 1.2 Purpose and Intent

ICAA 1.2.1 Purpose

The purpose of this Operating Agreement is to establish the rights and obligations of the Parties with respect to the operation, maintenance, and control of the Interconnection. This Operating Agreement is based upon procedural protocols drawn from the ISO Tariff and WSCC Minimum Operating Reliability Criteria (MORC), existing contracts between SRP and Participating Transmission Owners comprising the ISO, and established operating procedures. This Operating Agreement acknowledges that other Transmission Owners may have concurrent rights and responsibilities.

ICAA 1.2.2 Intent

The intent of this Operating Agreement is to acknowledge requirements, establish procedures and designate responsibilities for the operation and management of the Interconnection. It is not the intent of this Operating Agreement to abrogate or alter the rights and obligations under existing contracts pertaining to the subject of Interconnection.

ICAA 1.3 Term and Termination

This Operating Agreement shall become effective on the Effective Date, and shall continue in effect until terminated upon two years written notice to the other Party or upon mutual consent of both Parties. For entities subject to the FERC jurisdiction, termination will be effective upon approval by the FERC. The ISO shall timely file any notice of termination with the FERC. The filing of the notice of termination by the ISO will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and (2) the ISO files the notice of termination within 30 days of receipt of such request.

ICAA 2 **DEFINITIONS**

ICAA 2.1 **WSCC Definitions**

Except as defined below, terms and expressions used in this Operating Agreement shall have the same meanings as those contained in the WSCC MORC Definitions.

ICAA 2.2 **Specific Definitions**

ICAA 2.2.1 **Effective Date:** The effective date of this Operating Agreement shall be the later of the date that the Parties listed as signatories have executed this Operating Agreement, or the date this Operating Agreement is accepted for filing and made effective by the FERC, but no sooner than January 1, 1998.

ICAA 2.2.2 **Entitlements:** The right of a Transmission Owner obtained through contract or other means to use another entity's transmission facilities for the transmission of energy.

ICAA 2.2.3 **Forced Outage:** An Outage for which sufficient notice cannot be given to allow the Outage to be factored into the preschedule processes and the established outage coordination principles of the Control Areas.

ICAA 2.2.4 **Good Utility Practice:** Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry in the WSCC region during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

ICAA 2.2.5 **Interconnection:** Transmission facilities that connect one Control Area to another Control Area. The Interconnection is described in more detail in Service Schedule 1.

- ICAA 2.2.6** **ISO (The California Independent System Operator):** The California Independent System Operator Corporation, a state-chartered, nonprofit corporation that controls the transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.
- ICAA 2.2.7** **ISO Controlled Grid:** The system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the ISO's operational control.
- ICAA 2.2.8** **ISO Tariff:** ISO Operating Agreement and Tariff as amended from time to time, together with any appendices or attachments thereto.
- ICAA 2.2.9** **Nomogram:** A set of operating or scheduling rules which are used to ensure that simultaneous operating limits are respected, in order to meet WSCC Minimum Operating Reliability Criteria.
- ICAA 2.2.10** **Outage:** Disconnection or separation, planned or forced, of one or more elements of an electric system.
- ICAA 2.2.11** **Planned Outage:** An Outage for which sufficient notice has been given to allow the Outage to be factored into the processes and the established Outage coordination principles of the Control Areas.
- ICAA 2.2.12** **Point of Contact:** A person or entity having the authority to receive and act upon scheduling or dispatch communications from the other Control Area operator and available through a communications device mutually agreed upon on a 24-hour, 7-day basis.
- ICAA 2.2.13** **Participating Transmission Owner:** An owner of transmission that has placed its transmission assets and Entitlements under the ISO's operational control.
- ICAA 2.2.14** **Real Time Operating Limits:** The rated transfer capability less reductions during any hour caused by, but not limited to, physical limitations beyond the control of Control Area operators, and operational limitations resulting from line Outages, equipment Outages, stability limits and loop flow.

ICAA 2.2.15 **Transmission Owner:** An entity owning transmission facilities or Entitlements at the Interconnection.

ICAA 2.2.16 **WSCC Security Coordinator:** One of the area control centers assigned by the WSCC to proactively anticipate and mitigate potential problems, facilitate notification, and coordinate restoration following a disturbance.

ICAA 3 **OPERATIONAL RESPONSIBILITIES**

ICAA 3.1.1 **Standards to Be Met**

Both Parties shall plan and operate the Interconnection in conformance with NERC standards, WSCC Minimum Operating Reliability Criteria (MORC), and Good Utility Practice.

ICAA 3.1.2 **Existing Contracts**

The ISO will assume certain rights and responsibilities of Participating Transmission Owners in existing contracts, operating agreements or procedures between SRP and the Participating Transmission Owners regarding the Interconnection where those rights and responsibilities pertain to the coordinated operation of the interconnected Control Areas. The Parties, after consulting with affected Transmission Owners, shall develop the procedures to be used regarding those rights and responsibilities mentioned herein. The specific provisions of the aforementioned agreements which are affected by this Operating Agreement and the procedures for implementing such existing agreements shall be identified in Service Schedule 2.

ICAA 3.1.3 **Communication**

The Parties shall each operate and maintain a 24-hour, 7-day control center with real time scheduling and control functions. Appropriate control center staff will be provided by each Party who shall be responsible for operational communications and who shall have sufficient authority to commit and bind that Party.

The Parties shall jointly develop communication facilities and procedures necessary to support scheduling and dispatch functions. The Points of Contact, the communication facilities and the procedures for insuring reliable functionality are identified in Service Schedule 3.

ICAA 3.2 Grid Operation

ICAA 3.2.1 Responsibility

The Parties shall coordinate efforts consistent with Good Utility Practice to mitigate adverse conditions that occur at the Interconnection. The Parties are each responsible for exercising operational control over facilities in their respective Control Areas, and shall not exercise operational control over any part of the Interconnection facilities owned or operated by the other Control Area. The respective jurisdictions for operational control by the Parties are identified in Service Schedule 4.

ICAA 3.2.2 Switching Operations

The Parties agree that the Transmission Owners retain possession of and will operate those interconnected facilities in accordance with the existing contracts and agreements in force between the Transmission Owners and SRP. Operations on the Interconnection shall be coordinated through the Parties except as otherwise indicated in ICAA 7.3.1. Specific switching responsibilities will be identified in Service Schedule 5.

ICAA 3.2.3 Real Time Operating Limits

ICAA 3.2.3.1 Real Time Operating Limits Established Jointly

The Parties, in consultation with the Transmission Owners shall jointly agree upon the Real Time Operating Limits of the Interconnection. Real time Operating Limits shall be based on the given real time conditions, current operating criteria, and established Nomograms, graphs, and charts specific to the transfer paths within SRP and the ISO. These established operating limits are specified in Service Schedule 6.

ICAA 3.2.3.2 Real Time Operating Limits Exceeded

If an operating limit is exceeded or the operation of either the SRP Control Area or the ISO Controlled Grid is jeopardized, the Parties shall communicate and coordinate actions to return the affected control area(s) to operating limits. In compliance with WSCC Mandatory Reliability Criteria for Stability Rated Paths, the ISO and SRP will make immediate Control Area to Control Area schedule adjustments to return overloaded stability rated facilities to Real Time Operating Limits within 10 minutes.

ICAA 3.2.4 Relay Action

The Parties shall provide pertinent relay data and related equipment condition and operational information concerning the Interconnection to each other as soon as practicable after the occurrence of any relay action on Interconnection equipment, including, as it becomes available, additional information regarding cause, condition, effects, and estimated corrective action. Notwithstanding the foregoing, the Parties shall agree upon corrective action and the procedure for returning to normal or adjusted operation.

ICAA 3.2.5 Voltage Control

The Parties shall coordinate the use of voltage control equipment to maintain transmission voltages and reactive flows at mutually agreed upon levels to ensure system stability within the operating range of electrical equipment and following WSCC MORC. The Parties shall operate the facilities at the Interconnection at reactive reserve margins that are adequate to maintain minimum acceptable voltage limits under facility Outage conditions. Agreed upon voltage schedule limits and reactive flows will be specified in Service Schedule 7.

ICAA 3.2.6 Information Exchange

The Parties shall coordinate directly the exchange of any information concerning the reliable operation of the Interconnection facilities and the status of the Control Areas. Such information shall be communicated through mutually acceptable methods. Procedures and forms for the exchange of emergency information shall be jointly developed and are contained in Service Schedule 8.

ICAA 3.2.6.1 Information Required to be Provided

Details regarding the information necessary to the reliable operation of the Interconnection shall be included in Service Schedule 9.

ICAA 3.2.7 Joint Operating Procedures

Procedures for coordinating the reliable operation of the Interconnection will be jointly implemented by the ISO, SRP and the Participating Transmission Owners. Such procedures are described in more detail in Service Schedule 10.

ICAA 4 SECURITY COORDINATION

The ISO shall be the designated WSCC Security Coordinator for the California Subregion.

ICAA 5 SCHEDULING AND DISPATCH

ICAA 5.1 Coordination and Exchange of Information

The Parties shall coordinate and exchange information on schedules and Control Area checkouts at the Interconnection. All schedules at the Interconnection shall match. In accordance with WSCC MORC, the Parties shall verify, at mutually acceptable times, the actual and scheduled interchange numbers for past hours as well as scheduled interchange numbers for current and future hours. The Parties shall jointly develop methods and details for coordinating scheduling procedures, information exchange, and notifications in normal, emergency, and curtailment conditions. These methods and details will be included in Service Schedule 11.

ICAA 5.2 Notifications

The Parties shall jointly develop methods for coordinating the notification of all affected scheduling entities within their respective Control Areas regarding schedule changes in emergency or curtailment conditions.

ICAA 5.3 [Intentionally Left Blank]

ICAA 5.4 Import of Dynamically Scheduled Energy and Non-Regulation Ancillary Services by ISO

The ISO and SRP shall allow for the ISO import of dynamically scheduled energy and non-regulation ancillary services from the SRP Control Area to the ISO Control Area in accordance with the provisions of Service Schedule 17; provided, however, SRP shall have the right to terminate Service Schedule 17 without prior ISO approval upon thirty (30) days advance written notice to the ISO, and in such case this Section 5.4 shall be of no further force or effect as of the termination of Service Schedule 17.

ICAA 5.5 Pseudo-Tie Generating Facilities

The CAISO and SRP may, subject to mutual agreement, upon request from generating facilities radially interconnected to the electric grid under the operational control of SRP, establish Pseudo-Ties, as such are defined in, and in accordance with, Service Schedule 18 to the ICAOA.

ICAA 6 OUTAGE COORDINATION

ICAA 6.1 Maintenance Coordination

Outages of facilities affecting the Interconnection shall be jointly coordinated by the Parties and the Transmission Owner to minimize a reduction and the duration of such reduction to the operating limits of the Interconnection. The Parties shall provide each other reasonable notice of Planned Outages and scheduled maintenance affecting the Interconnection in advance.

The Parties shall review Planned Outages and scheduled maintenance to determine the feasibility of initiating the switching process. If, given the current or anticipated system conditions at the time, the Parties jointly determine that system reliability may be impaired, the Outage may be canceled.

Outage coordination procedures to be followed will be jointly developed by the Parties and included in Service Schedule 12.

ICAA 6.2 Forced Outages

The Parties shall coordinate and implement operational changes necessary to accommodate Forced Outages, emergencies or curtailments. All notifications of Forced Outages, emergencies or curtailments shall be communicated between the ISO control center

and SRP power dispatch office as soon as possible. If notice prior to a Forced Outage, Emergency or curtailment cannot be given, the ISO or SRP shall notify the other Party of the event immediately after it occurs.

All Forced Outage notifications shall be communicated by both control centers to other Control Area operators likely to be affected by the Outage.

ICAA 7 EMERGENCY OPERATION

ICAA 7.1 Emergency Assistance Arrangements

Service Schedule 13 details emergency assistance arrangements.

ICAA 7.2 Unscheduled Flow Mitigation (Loop Flow)

The ISO shall be the administrator for Unscheduled Flow Mitigation Procedures for the California subregion, consistent with WSCC procedures.

ICAA 7.3 Emergency Action

In the event of a system emergency, the Parties shall take coordinated action as they consider necessary to preserve or restore stable operation of the interconnected grid and to preserve or restore reliable, safe and efficient service as quickly as reasonably practicable. The Parties shall, where practicable, keep operators in affected Control Areas and the appropriate Security Coordinators informed as to the nature and extent of the system emergency.

ICAA 7.3.1 Operations Exercised Independently

Emergency operation in response to unforeseen system occurrences that may jeopardize the safety of personnel and the general public and/or system stability may be performed independently by SRP and the Transmission Owner. SRP and Transmission Owners shall forward the outcomes to the ISO Control Center as soon as practicable after the occurrence. The ISO Control Center shall forward the outcomes of emergency operation to which it is a party to SRP as soon as it is practicable after the occurrence. The duties and responsibilities for the ISO Control Center, SRP Power Dispatch Office, and the Transmission Owner under the foregoing circumstances are described in more detail in Service Schedule 14.

ICAA 7.4 Restoration Coordination

The Parties shall coordinate restoration of the facilities affecting the Interconnection, and shall take necessary restoration measures on facilities affecting the Interconnection in their respective Control Areas following an interruption, including coordinating the restarting of either or both systems from a black start, if requested. The Parties shall develop Interconnection restoration procedures, which shall be included in Service Schedule 15.

ICAA 7.5 Voltage Collapse

The Parties shall take measures in their respective Control Areas to arrest collapsing voltage that affects the Interconnection.

ICAA 8 LIABILITY

ICAA 8.1 Uncontrollable Forces

An uncontrollable force means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control of a Control Area operator which could not be avoided through the exercise of Good Utility Practice.

Neither Party will be considered in default of any obligation under this Operating Agreement or liable to the other for direct, indirect, or consequential damages if prevented from fulfilling that obligation due to the occurrence of an uncontrollable force.

In the event of the occurrence of an uncontrollable force, which prevents either Party from performing any obligations under this Operating Agreement, the affected entity shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the uncontrollable force. Each Party shall use its best efforts to mitigate the effects of such uncontrollable force, remedy its inability to perform, and resume full performance of its obligations hereunder.

ICAA 8.2 Liability To Third Parties

Except as otherwise expressly provided herein, nothing in this Operating Agreement shall be construed or deemed to confer any right or benefit on, or to create any duty to, or standard of care with reference to any third party, or any liability or obligation, contractual or otherwise, on the part of ISO or SRP.

ICAA 8.3 Liability Between the Parties

The Parties' duties and standard of care with respect to each other, and the benefits and rights conferred on each other shall be no greater than as explicitly stated herein. Neither Party, its directors, officers, employees or agents, shall be liable to the other Party for any loss, damage, claim, cost, charge or expense, whether direct, indirect or consequential, arising from the Party's performance or nonperformance under this Operating Agreement, except for a Party's gross negligence, or willful misconduct.

ICAA 8.4 Liability For Electric Disturbance

The Parties shall plan, operate and maintain their respective systems to minimize or avoid electric disturbances that may interfere with the system of the other Party, consistent with Good Utility Practice. The limits of responsibility for The Parties shall each be for protecting their own respective systems from possible damage by reason of electric disturbance or faults caused by the operation, faulty operation or non-operation of their facilities

ICAA 8.5 Liability For Interruptions

Neither Party shall be liable to the other Party for any claim, demand, liability, loss or damage, whether direct, indirect, or consequential, incurred by the Parties or their respective customers, which results from the separation of the systems in an Emergency.

If an end-use customer within the Control Area of a Party makes a claim or brings an action against the other Party for any death, injury, loss or damage arising out of or in connection with electric service to such end-use customer and caused by the operation or failure of operation of the other Party's Control Area or any portion thereof, The first Party shall indemnify and hold harmless the other Party, its directors, officers and employees from and against any liability for such injury, loss or damage.

ICAA 9 SERVICE SCHEDULES

The Service Schedules referenced in various sections of this Operating Agreement are hereby made a part of this Operating Agreement. The Parties may from time to time establish with each other and, where appropriate, with the Transmission Owner additional specific procedures for the reliable operation and scheduling of Interconnection facilities. The details of these particular operating procedures will also be set forth in an applicable Service Schedule.

ICAA 10 MISCELLANEOUS

ICAA 10.1 Assignments

Either Party to this Agreement may assign its obligations under this Operating Agreement, with the other Party's prior written consent. Such consent shall not be unreasonably withheld.

Obligations and liabilities under this Operating Agreement shall be binding on the successors and assigns of the Parties. No assignment of this Operating Agreement shall relieve the original party from its obligations or liabilities under this Operating Agreement arising or accruing due prior to the date of assignment.

ICAA 10.2 Notices

Any notice, demand or request which may be given to or made upon either Party regarding this Operating Agreement shall be made in writing and shall be deemed properly served, given, or made: (a) upon delivery if delivered in person, (b) five (5) days after deposit in the mail if sent by first class United States mail, postage prepaid, (c) upon receipt of confirmation by return facsimile if sent by facsimile, or (d) upon delivery if delivered by prepaid commercial courier service. A Party must update the information in Service Schedule 3 relating to its address as that information changes.

ICAA 10.3 Waivers

Any waiver at any time by either Party of its rights with respect to any default under this Operating Agreement, or with respect to any other matter arising in connection with this Operating Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or matter arising in connection with this Operating Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right under this Operating Agreement, shall not constitute or be deemed a waiver of such right.

ICAA 10.4 Governing Law and Forum

Subject to ICAA 10.5, this Operating Agreement shall be deemed to be a contract made under and for all purposes shall be governed by and construed in accordance with the laws of the State of California, except that if a dispute concerns the operation of transmission lines or facilities, the law of the state where the transmission lines or facilities are located will control. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Operating Agreement shall be brought in any of the following forums, as appropriate: court of the State of California or any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission. No provision of this Operating Agreement shall be deemed to waive the right of any party to protest, or challenge in any manner, whether this Operating Agreement, or any action or proceeding arising under or relating to this Operating Agreement, is subject to the jurisdiction of the Federal Energy Regulatory Commission.

ICAA 10.5 Consistency with Federal Laws and Regulations

(a) Nothing in this Operating Agreement shall compel any person or federal entity to: (1) violate federal statutes or regulations; or (2) in the case of a federal agency, to exceed its statutory authority, as defined by any applicable federal statutes, regulations, or orders lawfully promulgated thereunder. If any provision of this Operating Agreement is inconsistent with any obligation imposed on any person or federal entity by federal law or regulation to that extent, it shall be inapplicable to that person or federal entity. No person or federal entity shall incur any liability by failing to comply with this Operating Agreement that is inapplicable to it by reason of being inconsistent with any federal statutes, regulations, or orders lawfully promulgated thereunder; provided, however, that such person or federal entity shall use its best efforts to comply with the ISO Tariff to the extent that applicable federal laws, regulations, and orders lawfully promulgated thereunder permit it to do so.

(b) If any provision of this Operating Agreement requiring any person or federal entity to give an indemnity or impose a sanction on any person is unenforceable against a federal entity, the ISO shall submit to the Secretary of Energy or other appropriate Departmental Secretary a report of any circumstances that would, but for this provision, have rendered a federal entity liable to indemnify any person or incur a sanction and may request the Secretary of Energy or other appropriate Departmental Secretary to take such steps as are

necessary to give effect to any provisions of this Operating Agreement that are not enforceable against the federal entity.

ICAA 10.6 Severability

If any term, covenant, or condition of this Operating Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Operating Agreement and their application shall not be affected thereby, but shall remain in force and effect and the parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Operating Agreement.

ICAA 10.7 Section Headings

Section headings provided in this Operating Agreement are for ease of reading and are not meant to interpret the text in each Section.

ICAA 10.8 Amendments

This Operating Agreement and the Schedules and Attachments attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. If the amendment does not require FERC approval, the amendment will be filed with FERC for information.

ICAA 10.9 Counterparts

This Operating Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Operating Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Operating Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date written in ICAA 1.

California Independent System Operator Corporation

By: _____
Name: _____
Title: _____
Date; _____

Salt River Project Agricultural Improvement and Power District

By: _____
Name: _____
Title: _____
Date; _____

SERVICE SCHEDULE #1
INTERCONNECTION
[Section 2.2.5]

The Interconnection between the California Independent System Operator (ISO) and the Salt River Project (SRP) is comprised of 2 lines. These lines are described below.

North Gila – Palo Verde 500 kV Line

This line connects the Palo Verde Nuclear Generating Station near Phoenix in Arizona to the North Gila Substation located near Yuma, Arizona. The point of control area interconnection is the first line dead-end structure located in the Palo Verde 500 kV switchyard.

ISO Terminal:	North Gila
Participating Transmission Owner:	SDG&E
Other Transmission Owner:	APS, IID
Salt River Project Terminal:	Palo Verde
Point of Interconnection:	First dead-end structure at Palo Verde
Voltage:	500 kV

Devers -- Palo Verde 500 kV Line

This line connects the Palo Verde Nuclear Generating Station about 50 miles West of Phoenix in Arizona, to the SCE Devers Substation near Palm Springs, California. The point of interconnection is the first line dead-end structure located in the Palo Verde 500 kV switchyard.

ISO Terminal:	SCE Devers Substation
Participating Transmission Owner	SCE
Salt River Project Terminal:	Palo Verde
Point of Interconnection:	First dead-end structure at Palo Verde
Voltage:	500 kV

SERVICE SCHEDULE 2
EXISTING CONTRACT PROVISIONS AND PROCEDURES
[Section 3.1.2]

The responsible PTO (i.e., SCE, or SDGE) with respect to Existing Contracts will provide for this Schedule the Instructions that are necessary to implement the exercise of the Existing Rights and/or the Non-Converted Rights in accordance with the ISO Protocols (see, in particular, the ISO Schedules and Bids Protocols, Section 3, and the ISO Scheduling Protocols, Section 7).

This schedule may be modified upon the mutual agreement of the Parties.

SERVICE SCHEDULE 3
POINTS OF CONTACT

**[PRIVILEGED MATERIAL REDACTED PURSUANT TO
18 C.F.R. § 388.112]**

SERVICE SCHEDULE 4

RESPECTIVE JURISDICTION FOR OPERATIONAL CONTROL

[Section 3.2.1]

□ North Gila – Palo Verde 500 kV Line

Jurisdictional Boundary:

First dead-end structure at Palo Verde

Responsibility:

The line is operated and maintained by APS. SRP has control over the Palo Verde terminal. All switching must be coordinated with SDGE, ISO, APS, SRP, and real time operating personnel prior to actual switching. Related transmission service and scheduling changes must be coordinated as well with IID and SCE. (SDGE handles the communications with IID)

Note: Under the terms of a Mutual Assistance Transmission Agreement between APS, SDGE, SCE and IID, the parties each retain limited scheduling rights out of Palo Verde during outages of the Palo Verde – North Gila 500 kV line.

□ Devers -- Palo Verde 500 kV Line

Jurisdictional Boundary:

First dead-end structure at Palo Verde

SCE Switching Responsibility:

The ISO operates and the Southern California Edison Company (SCE) owns and maintains the DeversPalo Verde 500 kV line between Devers Substation and the first dead-end structure located in the Palo Verde Generating Station's 500 kV switchyard. The SCE Devers System Operator has jurisdiction of the line as stated including the Arizona and California series capacitors and the shunt reactors at Devers Substation.

Salt River Project Switching Responsibility:

The Salt River Project (SRP) operates and maintains the DeversPalo Verde 500 kV line between the Palo Verde 500 kV switchyard and the last dead-end structure located at Palo Verde. The SRP Power Dispatcher has jurisdiction of the line as stated including the shunt reactors at Palo Verde.

Operational Responsibility:

The SRP Dispatcher and the ISO Transmission Dispatcher will coordinate and monitor the planned energizing and deenergizing of the Devers-Palo Verde 500 kV line as well as testing and paralleling after relay operations.

Maintenance Responsibility:

The Southern California Edison Company (SCE) owns and maintains the Devers-Palo Verde 500 kV line between Devers Substation and the first dead-end structure located in the Palo Verde Generating Station's 500 kV switchyard. The SCE Devers System Operator has jurisdiction of the line as stated including the Arizona and California series capacitors and the shunt reactors at Devers Substation.

SERVICE SCHEDULE 5
SWITCHING OPERATIONS
[Section 3.2.2]

□ **North Gila – Palo Verde 500 kV Line**

Clearance/Switching Instructions:

SRP maintains and switches the terminal equipment at Palo Verde. Switching and outages are coordinated with SDGE, ISO, APS and SCE. APS maintains the line and the North Gila switchyard and is responsible for coordinating outage or energized line work requests with SDGE, ISO, SRP, IID, and SCE. SDGE handles communications with IID.

Refer to SRP documents OP-48604, OP-48609, and OP-41809 for detailed Operating Procedures for this circuit.

Line Restoration Instructions:

Series capacitors on the Palo Verde – North Gila 500 kV line must be bypassed and at least two 500 kV line reactors must be switched on before this line section can be energized. The line is energized from Palo Verde then synchronized at North Gila. Synch check relays will not allow synchronizing at North Gila or Palo Verde when the line-closing angle exceeds 50 degrees. If necessary, reduce Arizona imports into California to allow synchronization.

Testing Instructions:

Miguel – Imperial Valley and Imperial Valley – North Gila 500 kV lines must be in service prior to testing.

□ **Devers -- Palo Verde 500 kV Line**

Switching

The SRP Dispatcher and the SCE Devers System Operator will review the required switching at each terminal before issuing any switching orders. Each agency will issue switching orders only to the station and/or personnel under its jurisdiction.

Refer to SRP documents OP-48604, OP-48609, and OP-41809 for detailed Operating Procedures for this circuit.

Line Switching Procedure

The line will normally be opened at Palo Verde and deenergized from Devers via the inadvertent transfer trip. The Devers 500 kV busvoltage is not to exceed 500 kV prior to opening the line.

All disconnect switching on the DeversPalo Verde 500 kV line terminals will be handled jointly by the SRP Dispatcher and the SCE Devers System Operator.

The line is to be energized for test fromDevers with both 500 kV shunt reactors in service. The Devers 500 kV bus voltage is not to exceed 500 kV.

Following a successful test, open the Palo Verde 500 kV CB at Devers.

The SRP Dispatcher will energize the Devers 500 kV line from Palo Verde.

Synchronize and close the Palo Verde 500 kV CB at Devers.

Clearances

An intercompany Clearance will only be issued to the agency performing the work. Neither agency will issue a Clearance to its station or field personnel on the line until it has obtained a Clearance from the other agency. Each agency will record such Clearances.

SERVICE SCHEDULE 6
REAL TIME OPERATING LIMITS
[Section 3.2.3.1]

The ISO – SRP interconnection makes up a portion of the WSCC Transfer Path 21 and the Arizona-California (East of the River) Path.

The operational rating and scheduling entitlements of this Interconnection must consider the other facilities in or out of service, compensation levels, generation at Palo Verde, etc. The real-time ratings are established by APS (or the Arizona Security Coordinator) by application of appropriate procedures and nomograms contained in the Arizona Security Monitor Manual.

SERVICE SCHEDULE 7

VOLTAGE CONTROL

[Section 3.2.5]

□ North Gila – Palo Verde 500 kV Line

The voltage and VAR flow at the interconnection are controlled by the Palo Verde generators and switching of the line reactors at the North Gila and Palo Verde Substations. APS switches the reactors at North Gila Substation and SRP switches the reactors at Palo Verde Substation. SRP normally controls the Palo Verde bus voltage to 535 kV. APS and ISO normally maintain North Gila voltage @ 525 kV.

□ Devers -- Palo Verde 500 kV Line

Voltage Schedule at Devers: 495 kV to 525 kV

MVAR Schedule: Zero plus or minus 100 MVAR at Palo Verde

Refer to SRP documents OP-45800 for detailed Operating Procedures for voltage and VAR control on these circuit.

SERVICE SCHEDULE 8
INFORMATION EXCHANGE PROCEDURES FOR
GRID OPERATIONS
[Section 3.2.6]

Information Exchange

The ISO and SRP shall coordinate, either directly or through their Security Coordinators, the exchange of any information specified in Section 3.2.6 concerning the Interconnection facilities and the status of the Control Areas that may affect the operation of the Interconnection or either of the interconnected Control Areas. Real Time information shall be communicated in the most efficient method possible through any shared electronic, voice, or facsimile media or via their respective WSCC Security Coordinators. Such communication equipment may be common networked mass communication equipment in place and shared by WSCC participants or regional transmission groups. Service Schedule 9 lists information necessary to the reliable operation of the ISO, SRP, and the WSCC.

SERVICE SCHEDULE 9
INTERCONNECTION INFORMATION

[Section 3.2.6.1]

Information necessary to the reliable operation of the ISO, SRP, and the W SCC shall include, but not be limited to, the following operational data:

- 1) Major transmission outages, planned or unplanned, as they occur or are effected;
- 2) Restoration of major transmission facilities after Planned or unplanned Outages;
- 3) Loss or impairment of certain reactive equipment;
- 4) Loss of load or resources resulting in detectable frequency variation;
- 5) Detectable significant weather data and/or atmospheric conditions;
- 6) Significant conditions such as fires, floods, and earthquakes;
- 7) Activation or deactivation of RAS equipment;
- 8) Any planned or unplanned operation that can or will impair the availability or transfer capability of resources; and
- 9) Activation of Emergency command centers.

Additional information requirements may be added by mutual agreement of the ISO and SRP.

SERVICE SCHEDULE 10
JOINT OPERATING PROCEDURES

[Section 3.2.7]

ISO and SRP comply with the reliability criteria established by the North American Electric Reliability Council (NERC) and the Western Systems Coordinating Council (WSCC).

The ISO may be called upon to provide a path for emergency off-site power to Palo Verde Nuclear Generating Station during a system shutdown in Arizona.

The ISO and SRP may agree to add joint operational procedures as they become necessary.

SERVICE SCHEDULE 11
INFORMATION EXCHANGE AND COORDINATION
FOR SCHEDULING AND DISPATCH
[Section 5.1]

A. PRESCHEDULE CHECKOUT PROCEDURES

Day-Ahead Process: As more fully described in Attachment A, the California ISO will confirm net interchange schedules with adjacent Control Areas based on schedules submitted by Scheduling Coordinators within the parameters of the ISO's Day Ahead market after the ISO issues final day ahead schedules (at 1300 hours each day prior to the trading day).

Hour-Ahead Process: As more fully described in Attachment A, the California ISO will confirm hourly net interchange schedules with adjacent Control Areas based on Schedules submitted by Scheduling Coordinators within the parameters of the ISO's Hour Ahead market one hour prior to the start of the Settlement Period. Interchange schedules submitted by Scheduling Coordinators for Existing Contract rights-holders that retain rights to submit schedules after the close of the ISO's Hour Ahead market parameters will be accepted and the California ISO will confirm net interchange schedules with the adjacent Control Area when the schedule is submitted.

B. REAL TIME CHECKOUT PROCEDURES

The California ISO will confirm net interchange schedules with adjacent Control Areas on real time as required to meet NERC and WSCC criteria.

C. AFTER THE FACT CHECKOUT PROCEDURES

The California ISO will confirm net interchange schedules with adjacent Control Areas after the close of each Settlement Period as required to meet the obligations of inadvertent interchange energy accounting of prevailing NERC or WSCC policy. This is more fully described in Attachment A.

SERVICE SCHEDULE 12
MAINTENANCE COORDINATION PROCEDURES

[Section 6.1]

ISO OUTAGE COORDINATION PRINCIPLES

The ISO Outage Coordination Office (OCO) will coordinate outage scheduling with the Participating Transmission Owners and the Interconnected Control Area operators on the following types of equipment:

1. interconnected transmission lines;
2. interconnected transmission equipment including circuit breakers, transformers, disconnects, reactive devices, wave traps;
3. protection and control schemes, including RAS, SCADA, EMS, or AGC.

In some cases it may be necessary for the party requesting an outage to submit procedures and diagrams to facilitate the switching for the outage.

The preferred outage coordination schedule for the ISO is developed in accordance with the following general schedule:

October outage coordination conference.

1. Each year by October 1 the ISO will gather annual outage schedules from the ISO Participating Transmission Owners. The ISO will confer with other WSCC entities to begin the annual outage coordination process.
2. Quarterly Confirmation:
Each quarter (on the 15th of January, April, and July) the Participating Transmission Owners will update and confirm their outage schedules with the ISO and Interconnected Control Areas. At that time the ISO OCO will look ahead at the following quarter and at the three following quarters and will confirm outage schedules for the coming year.
3. Outage Schedule Revisions:
Requests for changes, additions, and cancellations to the annual/quarterly outage schedule can be made at any time. However, the minimum notification for outage request is governed by the Three Day and One Day Confirmation process listed in 4 and 5 below.
4. Three Day Prior Confirmation/Notification:
Any request to confirm or change the schedule of an outage that may affect transfer capability must be submitted no later than 1130 at least three working days prior to the starting date of the scheduled outage. (Acknowledgement of requests to the ISO OCO will be made within two working hours and approval will be made by 1530 the following day.) This applies to the following:
 - a. all 500 kV facilities;
 - b. any line outage;
 - c. any load transformer outage;
 - d. any bus outage;

- e. relay protection outages that reduce the transfer capability of a line or path;
 - f. any outage that requires coordination by two or more connected entities;
 - g. communication system outages, including SCADA facilities; and
 - h. any other outage that will affect the transfer capability of any line or path.
5. **One Day Prior Confirmation/Notification:**
Any request to confirm or change the schedule of an outage not covered in 4 above must be submitted no later than 11:30 am at least one day prior to the starting date of the outage.
6. **Final Approval:**
On the day of the scheduled outage the ISO Control Center will consult with the Interconnected Control Area operator and determine whether to approve the scheduled outage.

Forced Outages will be handled as follows:

1. **Immediate Forced Outages:**
Situations likely to result in a Forced Outage within the next twenty-four hours unless immediate corrective action is taken should be communicated directly to the ISO Control Center. The ISO Control Center operators will work with the Participating Transmission Owner and/or the Interconnected Control Area operator to take actions as necessary.
2. **Imminent Forced Outages:**
Situations not requiring a removal from service of transmission facilities until some time more than twenty-four hours in the future should be communicated to the ISO OCO and will be scheduled for outage. Time limits for notification will be waived and the request will be expedited by the ISO OCO provided notice is given as soon as possible.

Switching for scheduled outages will be coordinated by the ISO Control Center, the Interconnected Control Area operator, and the Transmission Owner. The ISO Control Center will work with the Participating Transmission Owner and the Interconnected Control Area Operator to create a phone bridge linking the ISO, the Participating Transmission Owner, the Interconnected Control Area Operator and switchmen, as necessary, to monitor the opening of circuit breakers. The ISO Control Center will direct the Transmission Owner to perform the remainder of the necessary switching in coordination with the Interconnected Control Area operator and then to report to the ISO Control Center the condition of the affected facilities.

Likewise, when returning facilities to service, the ISO Control Center will direct the Participating Transmission Owner to work with the Interconnected Control Area

operator to perform necessary switching in preparation for closing circuit breakers and then will monitor via linked phone lines the actual closing of the circuit breakers.

Clearances will be exchanged between the Transmission Owners and the Interconnected Control Area operators. The ISO Control Center will also keep records of the outages and Clearances.

The ISO OCO will maintain a record of each outage as it is implemented. Such records will be available for inspection.

A suggested Outage Request form follows:

CALIFORNIA ISO OUTAGE COORDINATION OFFICE

TRANSMISSION OUTAGE REQUEST

Transmission Owner / Operator: _____

New Request: _____ Change to Existing Approved Request: _____
Original Start Date _____ Time: _____ Hours

Facility: _____

Outage Start Date: ____ / ____ / ____ Start Time: _____ Hours

Outage End Date: ____ / ____ / ____ End Time: _____ Hours

NOTE: All start and end times include switching.

Work to be Performed: _____

Special Conditions: _____

Emergency Return to Service Time: _____ Hours

Requestor: _____

Primary Telephone No. _____ Alternate Telephone No. _____

ISO Approval: _____

Other Notifications of Approval: _____

SERVICE SCHEDULE 13
EMERGENCY ASSISTANCE ARRANGEMENTS
[Section 7.1]

To the extent possible, the Parties will assist each other in an emergency by scheduling energy and/or capacity. Such emergency assistance is available at the sole discretion of the Party supplying it and will be recallable without advance notice as required to meet reliability requirements. ISO and SRP operators will agree upon and log MW values, start and end times, ramp rates and times, and integrated MWH values for any emergency assistance provided.

During operating emergencies, the Arizona Nuclear Power Project (ANPP) Switchyard Participants and the Palo Verde-North Gila Line Participants shall make available to each other, through the ANPP Switchyard Operating Agent, such ANPP switchyard Capacity as may be determined to be available in the sole judgement of the supplier. The ANPP Switchyard Capacity provided shall be on an interruptible basis and shall be provided only when it will not result in the impairment of or jeopardy to service in the system of the supplier.

The price paid for ISO emergency assistance will be at the ISO market price for energy and/or capacity, plus all applicable charges, as specified in the ISO Tariff and Protocols. Such price may be estimated prior to delivery and finalized in the settlement process. The ISO will establish a Scheduling Coordinator account for SRP for the sole purpose of facilitating the settlement of such emergency assistance. Payment to the ISO for such emergency assistance will be made in accordance with the settlement process, billing cycle, and payment timeline set forth in the ISO Tariff and Protocols.

The price paid for SRP emergency assistance will be at a price agreed upon by the Parties at the time of the emergency assistance request. Payment by the ISO for such emergency assistance will be made in accordance with the settlement process, billing cycle, and payment timeline set forth in the ISO Tariff and Protocols.

SERVICE SCHEDULE 14

INDEPENDENT OPERATION DUTIES AND RESPONSIBILITIES

[Section 7.3.1]

Normally all switching operations are coordinated with all appropriate control area operators prior to performing actual switching. In situations where the immediate personnel or public safety is an issue, switching may be accomplished without coordination with other control area entities, and notification provided afterwards (as stated in ICAA 7.3.1).

Beyond that included in the body of the agreement, no additional independent operation duties and responsibilities currently exist.

The ISO and SRP may agree to add additional understandings as appropriate.

SERVICE SCHEDULE 15
RESTORATION COORDINATION
[Section 7.4]

The SRP Power Dispatch Office and the ISO will work in close cooperation to maximize the reliability of interconnected operations. The WSCC MORC and off-nominal frequency procedures will be utilized as applicable. As appropriate, priority will be placed by both parties on restoration of the interconnection. The Interconnection will be closed only on orders from the ISO and the SRP Energy Control Center.

SERVICE SCHEDULE 16

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SERVICE SCHEDULE 17

[Section 5.4]

INTER-CONTROL AREA REQUIREMENTS FOR SCHEDULING AND DYNAMIC DELIVERY OF ENERGY, SUPPLEMENTAL ENERGY, AND ENERGY ASSOCIATED WITH NON-REGULATION ANCILLARY SERVICES TO THE ISO

1. General

- 1.1 Purpose. This Service Schedule 17 sets forth the requirements that must be satisfied by SRP (referred to herein as the "Host Control Area") should it elect to support Scheduling Coordinators' requests for implementation of a dynamic scheduling functionality and delivery of energy, supplemental energy, and energy associated with ancillary services (except regulation service) into the ISO Control Area. The requirements encompass technical (energy management system ("EMS")/automatic generation control ("AGC") and communications), interchange scheduling, telemetry, and aspects of interconnected Control Area operations.
- 1.2 The Host Control Area may elect, at any time and in its sole discretion, to initiate or decline support of and agreement to Scheduling Coordinators' requests for implementation of dynamic scheduling functionality for delivery of energy, supplemental energy, and energy associated with non-regulation ancillary services into the ISO Control Area. Support of and agreement to any such implementation of dynamic scheduling functionality for delivery of energy, supplemental energy, and energy associated with non-regulation ancillary services into the ISO Control Area may be withdrawn by the Host Control Area at any time and in its sole discretion. Subject only to Good Utility Practices to ensure continued reliability of the Interconnection facilities, a decision by the Host Control Area to terminate a Scheduling Coordinator's ability to dynamically schedule and deliver energy, supplemental energy, and energy associated with non-regulation ancillary services into the ISO Control Area shall be effective immediately or at any other time as the Host Control Area shall require, provided that the Host Control Area shall notify the ISO as soon as practical of that action. A decision by the Host Control Area to terminate any given Scheduling Coordinator's ability to dynamically schedule and deliver energy, supplemental energy, and energy associated with non-regulation ancillary services into the ISO Control Area shall not foreclose the ability of the Host Control Area to grant such permission in the future to such Scheduling Coordinator or any other Scheduling Coordinator.
- 1.3 NERC/WECC Operating Standards Observed. Nothing in this Service Schedule 17 is intended to change, supercede, or alter either Party's obligations to abide by NERC and WECC standards and policies.

- 1.4 Applicable Standards. This Service Schedule 17 incorporates, by reference, the ISO Tariff Dynamic Scheduling Protocol. Where provisions of this Service Schedule 17 conflict with said document, the provisions of this Service Schedule 17 and this Operating Agreement shall prevail.
- 1.5 Meaning of "System Resource". "System Resource" is defined in the ISO Tariff and, in the context of this Service Schedule 17, may include combinations of resources as described in the ISO Tariff Dynamic Scheduling Protocol.

2. Telecommunications Requirements

The ISO and Host Control Area shall establish and maintain real time, redundant, diversely routed, communications links between the ISO EMS and the Host Control Area EMS, with the primary link utilizing the standard inter-Control Area communications protocol ("ICCP") in accordance with the ISO Tariff Dynamic Scheduling Protocol.

3. Telemetry

For each operating hour for which a System Resource is scheduled to deliver energy, supplemental energy, and/or energy associated with any of the non-regulating ancillary services to the ISO Control Area, the Host Control Area shall provide, via the ICCP communication links to the ISO EMS, the data for each System Resource as set forth in the ISO Tariff Dynamic Scheduling Protocol.

4. Interchange Scheduling Requirements

- 4.1 Dynamic Scheduling. The Host Control Area shall support Scheduling Coordinators' requests to arrange dynamic interchange schedules for the delivery of energy to the ISO Control Area, reflecting the System Resource's instantaneous energy production or allocation level and taking into account available transmission capacity.
- 4.2 Treatment of Area Control Error ("ACE"). The Host Control Area shall immediately (at each AGC cycle interval) compensate its AGC for the System Resource's energy output that is generated or allocated for establishing the dynamic schedule to the ISO such that the System Resource energy production or allocation changes have an equal in magnitude and opposite in sign effect on the Host Control Area's ACE.

- 4.3 Integration of Dynamic Scheduling. For each operating hour during which energy was dynamically scheduled for delivery to the ISO Control Area, the Host Control Area shall compute an integrated amount of interchange based on the System Resource's integrated energy production, by integrating the instantaneous System Resource production levels. Such integrated MWH value shall be agreed to hourly by the real time schedulers of the ISO and SRP Control Areas.
- 4.4 Delivery of Megawatts ("MW"). The Host Control Area shall not be obligated to make up any difference between the dynamic energy schedule and the MW being generated or allocated by the System Resource.
- 4.5 Access to Information. The Parties agree to exchange information related to telemetry sent and received with respect to the delivery of energy upon the request of the other Party for any purpose.

5. Other Host Control Area Responsibilities

- 5.1 Operational Jurisdiction. The Host Control Area must have, at a minimum and at all times, the level of operational jurisdiction over the System Resource and the associated dynamic schedule that NERC and WECC vest in Host Control Areas. The ISO shall issue operating instructions directly to the Scheduling Coordinator for the System Resource provided that such operating instructions are simultaneously provided to the Host Control Area as well. The Host Control Area shall have the right at all times to override, alter, cancel or otherwise modify any such operating instructions from the ISO as needed for the Host Control Area to discharge its Control Area Operator responsibilities and to ensure operational control and reliability of the Host Control Area transmission system. Telemetry from the System Resource shall be communicated through the Host Control Area's EMS to the ISO's EMS.
- 5.2 E-Tagging. The Host Control Area must support associated e-tagging consistent with NERC and/or WECC requirements.
- 5.3 Real-Time Adjustments. The Host Control Area must have a means to manually override and/or otherwise adjust the dynamic signal in real time, if needed.
- 5.4 Coordination with Other Control Areas. The Host Control Area must provide to the ISO in real time the instantaneous value of each dynamic schedule to every intermediary Control Area through whose systems such dynamic schedule may be implemented.

6. Other

- 6.1 Losses. The ISO shall not be responsible for transmission losses caused by transmitting energy dynamically within or across the Host Control Area for delivery to the ISO.
- 6.2 Certification. Only ISO-certified System Resource/Host Control Area arrangements will be allowed to bid or self provide ancillary services in the ISO's ancillary services market through an ISO-certified Scheduling Coordinator.
- 6.3 No Guarantee of Award. Certification of a System Resource/Host Control Area arrangement allows for bidding of supplemental energy and/or certain ancillary services into the ISO market; it does not, however, guarantee selection of such bid.
- 6.4 Performance Assessment. The ISO will monitor and measure dynamically imported ancillary services, whether bid or self-provided, against the performance benchmarks described in the ISO Tariff Dynamic Scheduling Protocol.

7. CONSENT TO IMPLEMENTATION OF DYNAMIC SYSTEM RESOURCES

Each dynamically scheduled System Resource shall be permitted pursuant to this Service Schedule 17, and subject to Section 1.2 hereof, only upon written consent of both the Host Control Area and the ISO, which written consent may be communicated by e-mail, and only if the System Resource is subject to a Dynamic Scheduling agreement for Scheduling Coordinators with the ISO.

SERVICE SCHEDULE 18

PSEUDO-TIE GENERATING FACILITIES

[ICAOA SECTION 5.5]

1. This Service Schedule 18 to the ICAOA sets forth the agreement of the Parties in regards to requests for implementation of Pseudo-Ties.
2. Pseudo-Tie shall mean an electrical arrangement by which the output of a generating facility physically interconnected to the electric grid of SRP's Control Area is telemetered to and deemed to be produced in the ISO Control Area, and for which the CAISO is the sole obligator and provider of Control Area Operator services, and CAISO exercises sole Control Area Operator jurisdiction over the Pseudo-Tie generating facility.
3. Operation of a Pseudo-Tie must comply with all applicable NERC and WECC reliability standards, requirements, and provisions of the ICAOA regarding inter-Control Area scheduling.
4. The CAISO will register each Pseudo-Tie as a "Point(s) of Delivery" (POD) on NERC's Transmission Service Information Network (TSIN).
5. The CAISO will register each Pseudo-Tie's "Point(s) of Receipt" (POR) on NERC's Transmission Service Information Network (TSIN).
6. Once registered with NERC as a POD and POR, each Pseudo-Tie shall remain in effect unless and until terminated by mutual agreement of the Parties or upon two years written notice by either the CAISO or SRP.
7. The generating facility and CAISO are solely responsible for arrangements to facilitate the continued delivery of energy and ancillary services from a Pseudo-Tie generating facility to the desired delivery points in the CAISO Control Area, including during any time the primary transmission contract path is unavailable or curtailed and/ or the Interconnection between SRP and the ISO is lost.
8. The Parties shall not be responsible for transmission losses caused by transmitting energy dynamically within or across the other Party's Control Area.
9. The CAISO shall be solely responsible for all Control Area Operator services and related responsibilities, including reactive supply and voltage control, for any Pseudo Tie generating facility deemed to be in the CAISO Control Area.

ATTACHMENTS

Attachment A

Attachment A details provisions and procedures as anticipated to be in place on January 1, 1998, and is included for informational purposes only.

Summary of information contained in Attachment A:

Scheduling for ISO will close at 1000 for Day Ahead schedule, and two hours before the hour for the Hour Ahead schedule.

It will be possible to check Day Ahead schedules from 1300 to 2200, at the discretion of each control area operator. It will be possible to check Hourly Schedules one hour before the hour, at the discretion of each control area operator.

After the fact checkout of hourly schedules and actuals will be possible following the completion of each hour. After the fact checkout of daily schedules and actuals will be possible after 0000 the following day.

California ISO Scheduling System - Planned Implementation of Interchange Scheduling Procedures -

The interchange scheduling procedures described in Service Schedule 11 of the Interconnected Control Area Agreement are deliberately broad due to the nature of their development and testing prior to the ISO Operations Date. The broadly stated procedures are intended to allow the California ISO and adjacent Control Areas a reasonable amount of latitude in refining the working procedures to meet the needs and capabilities of each system. The procedures are based on the parameters of the applicable California ISO Protocols and may differ from existing practices. To the extent possible, California scheduling procedures and practices encompass prevailing practices of interchange scheduling in the Western Systems Coordinating Council (WSCC).

This summary is intended to assist adjacent Control Areas in understanding the California ISO scheduling process and to help identify potential changes to current interchange scheduling practices. It is also based on current California ISO scheduling system functionality. As enhanced functionality is added to the ISO scheduling system, some of which is anticipated prior to the ISO Operations Date, procedural processes can be modified to streamline interchange scheduling practices.

All Schedules turned into the ISO must be submitted by a Scheduling Coordinator as outlined in the California ISO's Schedules and Bids Protocol and Scheduling Protocol. The Scheduling Coordinator electronic interface is the only method to input Schedules into the California ISO's Day-Ahead and Hour-Ahead scheduling database.

If a Schedule is not submitted prior to 1000 (1200 if there is a Congestion Management) the day prior to the Trading Day, it will not exist in the California ISO's Day-Ahead scheduling database. Schedules submitted after the ISO's Day-Ahead scheduling deadline can be submitted as Hour-Ahead Schedules anytime after the ISO issues Final Day-Ahead Schedules (at 1300) up to two hours prior to the actual Settlement Period (the scheduling hour, HE).

The ISO will be able to checkout the next day Schedules with adjacent Control Areas based on the information contained in the ISO's scheduling database at 1300. If the Application Program Interface (API) made available to the adjacent Control Areas is operational, confirmation of net interchange schedules could be performed electronically. In the absence of an operational API interface, the ISO will continue the prevailing practice of confirmation by telephone.

Hour-Ahead data will be available, for checkout, to the ISO one hour in advance of the beginning of each Settlement Period. Due to the ISO's requirement to Congestion Management for the Hour-Ahead Market, the next hour's (i.e., the Settlement Period) data will not be available for checkout prior to one hour in advance of the Settlement period.

The ISO will be able to make real time schedule adjustments (after the ISO has issued Final Hour-Ahead Schedules) under specific circumstances. Existing Contracts (with defined rights to schedule after the ISO issues Final Hour-Ahead Schedules), Supplemental Energy interchange schedules, and emergency changes are the most likely circumstances. Changes to correct interchange mismatches not discovered during preliminary Control Area checkouts will be made as required in the real time environment.

As required, and if no other arrangements have been made by Existing Contract rights-holders, a Participating Transmission Owner will likely provide the services of a Scheduling Coordinator for Existing Contract rights-holders. In any event, the ISO will be able to confirm net interchange, and confirm individual interchange schedules, based on the schedules it has in the ISO scheduling database contingent on the time they were submitted by Scheduling Coordinators.

After-the-fact interchange values should be available to the California ISO via its scheduling system for checkout immediately after the end of each Settlement Period. This will enable the California ISO to meet the requirements of inadvertent interchange accounting and interchange schedule reporting with adjacent Control Areas. As a practical matter, these after-the-fact checkouts will be performed during the next business day.

Attachment D

Clean Version

CONFIDENTIAL ICAOA between CAISO and SRP incorporating Amendment 2 changes

[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]

Attachment E

Marked Version

CONFIDENTIAL ICAOA between CAISO and SRP incorporating Amendment 2 changes

[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]

San Diego Gas & Electric

AL 2311-E

December 6, 2011

ATTACHMENT C

[CONFIDENTIAL]