

**CAISO Interconnection Process Enhancements 5.0 - Draft Tariff Language posted
September 15, 2026**



Stakeholder Comments

**Interconnection Process Enhancements 5.0
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Submitted by	Organization	Date Submitted
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Please provide your organization's comments on the draft tariff language.

Pacific Gas and Electric Company (PG&E) appreciates the opportunity to comment on the California Independent System Operator Corporation's (CAISO) September 15, 2026 draft tariff language for the Interconnection Process Enhancements (IPE) 5.0 initiative. PG&E provides the following clarifying questions and comments on the proposed revisions to the CAISO Tariff and Appendix KK, Resource Interconnection Standards.

CAISO Tariff

1. The proposed language in Section 25.1.2.3 refers to the submission of a "request form." PG&E requests that CAISO clarify whether this reference is intended to refer to a repower request form. If so, PG&E recommends revising the tariff language accordingly to avoid ambiguity regarding the required form and submission process.
2. Section 25.6 (Non-Operating Facilities and Retirement) - PG&E believes that the proposed revisions to Section 25.6 require additional clarification to fully implement and support the transition framework previously approved by CAISO.

The proposed language describes the transition timing applicable to generating units that submitted a retirement affidavit before the effective date of the new tariff revisions. However, it does not appear to address generating units that are already on outage as of the effective date but have not yet submitted a retirement affidavit.

To address this circumstance and establish a clear transition process for existing non-operating generating units, PG&E recommends that CAISO add the following language after the provision describing the transition timing for generators that submitted a retirement affidavit before the effective date:

"Likewise, beginning on the effective date of the ISO's new tariff revisions, generating units on outage will have one (1) year in which to submit a retirement affidavit and select a scenario. Based on

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which scenario they select, they will have 24-36 months to retire, repower, repair, or return to service as described above.”

This additional language would clarify how the revised requirements apply to generating units already on outage when the new provisions become effective and would provide those resources with a defined period in which to select and complete an available compliance pathway.

Appendix KK, Resource Interconnection Standards

1. Section 6.7.2.7 (Modifications) - PG&E requests that CAISO explain the basis for the proposed requirement that a modification request be submitted “180 calendar days prior to the next restudy to be included in the following annual reassessment.” PG&E does not recall the 180-calendar timeline previously being discussed in recent IPE initiatives.

A period of 180 calendar days may or may not be sufficient depending on the complexity of the proposed modification and the responsiveness of the Interconnection Customer (IC) during the model-development and validation process. Delays in providing complete or accurate technical information could prevent the Participating TO and CAISO from completing the assessment before commencement of the annual reassessment.

PG&E also requests that CAISO clarify what occurs if the Material Modification Assessment is not complete before the reassessment study begins.

2. Section 8.9.3 (Retaining TP Deliverability Allocation)
 - a. PG&E does not recall CAISO previously proposing a requirement for an LSE to be responsible for confirming that a power purchase agreement (PPA) remains active and continues to satisfy the tariff requirements. The proposed language appears to create a new process under which the LSE would be required to confirm that the PPA remains active and continues to meet the applicable requirements, including a term of at least five years and the provision of Resource Adequacy capacity.

PG&E requests that CAISO clarify whether this provision establishes a new process. PG&E had understood that CAISO was responsible for determining whether the applicable power purchase agreement remained effective and continued to satisfy the tariff requirements. PG&E was not previously aware of a separate LSE confirmation requirement, and the proposed language raises questions regarding the form that the confirmation would take and the information the LSE would be expected to provide.

PG&E would like clarity on what the expectation is for the PPAs to obtain or retain deliverability. The proposed tariff language appears to focus principally on whether an agreement has a term of at least five years and includes an obligation to provide RA capacity. One outcome when projects

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are assigned TPD but the upgrades are far in the future, parties are unwilling to commit to firm pricing and seek no fault termination rights. These non-firm PPAs seem to be an unintended consequence of the IPE reforms.

- b. PG&E recommends that CAISO examine whether the one-year period provides adequate time for demonstration of commercial viability; depending on the timing of TPD results and the next attestation, the time period may even be less than 1 year. Extending this period to two years may provide enough time for contracts to be more firm; two years after the last TPD allocation cycle for the cluster may be close enough to the online date for developers to commit to prices.
3. Section 14.5.2 (Response to Notifications – PG&E notes that its Wholesale Distribution Tariff (WDT) Generator Interconnection Study Process (GISP) requires a \$5,000 Affected System Study deposit, reflecting the technical analyses needed for the study, and provides that the customer is responsible for the actual costs incurred. It is unclear how CAISO determined that \$1,500 is an appropriate amount for the initial study deposit and PG&E requests CAISO explain the basis for this amount and how CAISO determined that it would be sufficient in light of the scope and potential complexity of affected-system analyses.

PG&E also requests that CAISO clarify whether the reference to a \$1,500 deposit at the end of the sentence repeats the same \$1,500 deposit or requires an additional \$1,500 deposit, for a total deposit of \$3,000. CAISO should revise the provision to state clearly the total deposit required.

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 4. Section 14.5.3 (Affected System Queue Position) – PG&E requests that CAISO provide further clarification regarding how projects received later in the application process will be “lower-queued than any earlier Cluster.” CAISO should explain more clearly the intended process for assigning and applying queue position under the proposed changes to this section.
5. Section 14.5.5 (Execution of Affected System Study Agreement/Multiparty) – PG&E is concerned that the proposed final sentence in this section appears to directly conflict with the sentence immediately preceding it. The prior (existing) sentence appears to establish a defined deficiency and cure process. The proposed final sentence, however, could be interpreted to allow the deficiency process to continue without a clear endpoint. This could permit repeated exchanges among an Interconnection Customer, CAISO, and one or more Participating TOs concerning application deficiencies, potentially delaying the affected-system study process for all participants.

PG&E recommends either that the preceding sentence govern and the proposed final sentence be removed, or that the proposed final sentence clearly define the limit on how long the deficiency process may continue by establishing a clear deadline for completing the cure process before the customer is withdrawn for failure to cure.

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As written, the proposed final sentence could create a loophole that allows customers to continue repeated exchanges with the Participating TOs or CAISO regarding project deficiencies, thereby delaying the process for all participants.

6. Section 14.5.6 (Scope of Affected System Study) – PG&E requests that CAISO explain the purpose and intended effect of the additional language proposed for this section. In particular, the proposed provision refers to “those reliability study elements,” but this term does not appear to be defined. PG&E requests CAISO clarify if it is referring to network upgrades identified through the Affected System Study or something else.
7. Section 14.5.7 (Affected System Study Procedures) – PG&E requests that CAISO clarify what is meant by an “increase to the study deposit as outlined in the study agreement.” PG&E recommends that CAISO explain the potential increase in this section as well as in the applicable study agreement.

PG&E supports the proposed language confirming that the study timeline will not begin until all identified party applications are deemed complete.

8. Section 14.5.8 (Meeting with CAISO and Participating TO) - PG&E generally agrees with the proposed new language. PG&E recommends, however, that CAISO revise the provision to clarify to whom the written notice must be sent and whether the written notice must also be provided within the referenced 10-business-day period. Clearly identifying the recipient and deadline for the notice will reduce ambiguity on roles and responsibilities.

PG&E appreciates CAISO’s consideration of these comments and requests that CAISO provide the identified clarifications and make the corresponding revisions before finalizing the tariff language and filing it at FERC.