

**ISO Responses to Stakeholder Comments on Draft Tariff Language, Draft Agreements and Draft Appendix A**
**Western EIM Sub-Entity Scheduling Coordinator Role Initiative**

Document	Section	Stakeholder	Stakeholder Comment	CAISO Response
CAISO Tariff Section 29	N/A	Platte River	Platte River states that the Table of Contents needs to be updated.	The table of contents will be updated in the final version of the tariff that will be filed with FERC.
CAISO Tariff Section 29	29.1(d)(1)	Platte River	<p>Platte River suggests the following potential revision:</p> <p><b>Temporary Suspension.</b> The CAISO may, within 60 days following an EIM Entity Implementation Date for an EIM Entity <u>or if the EIM Entity takes corrective action in accordance with Section 29.4(b)(5)</u>, and pursuant to the terms of a Market Notice, temporarily suspend the participation of that EIM Entity in the Real-Time Market . . .</p>	The CAISO actions in this section are cross referenced in section 29.4(b)(5), and the CAISO considers that sufficient clarity on what actions the CAISO would take in response to an EIM entity notice of corrective action under its OATT or termination.
CAISO Tariff Section 29	29.2(a)(2)	Platte River	Platte River asks whether an EIM Sub-Entities will be providing their own transmission for use in the EIM Market and will need to submit transmission information directly to CAISO. If so, Platte River suggests the following revision:	EIM sub-entities may submit network model information and transmission outage information. This provision will be updated once the final proposal has been published.

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			(B) for which an EIM Entity <u>and EIM Sub-Entity</u> provides EIM Transmission Service Information pursuant to Section 29.17.	
CAISO Tariff Section 29	29.2(b)(6)(A)	Platte River	<p>Platte River suggests the following potential revision:</p> <p><b>Certification.</b> The CAISO and the prospective EIM Entity shall each file a market readiness certificate with the <del>Federal Energy Regulatory Commission</del><u>FERC</u> at least 30 days prior to the EIM Entity Implementation Date in which a senior office of each entity attests – . . .</p>	Appendix A of the CAISO tariff defines FERC as the Federal Energy Regulatory Commission and that appears to be the most common usage in Section 29. The CAISO will consider conforming the references to “FERC” in this and other places in Section 29.
CAISO Tariff Section 29	29.2(b)(6)(B)	Platte River	<p>Platte River suggests the following potential revision:</p> <p><b>Delay or Re-Certification.</b> If, subsequent to readiness certification pursuant to Section 29.2(b)(6)(A), the CAISO or the prospective EIM Entity determines that it cannot proceed with implementation on the EIM Entity Implementation Date, the CAISO or the prospective EIM Entity will notify the <del>Federal Energy Regulatory Commission</del><u>FERC</u> of the delay, . . .</p>	Appendix A of the CAISO tariff defines FERC as the Federal Energy Regulatory Commission and that appears to be the most common usage in Section 29. The CAISO will consider conforming the references to “FERC” in this and other places in Section 29.

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CAISO Tariff Section 29	29.2(b)(7)(A)	Platte River	Platte River suggests the following potential revision:  <b>Prospective EIM Entity Full Network Model Integration.</b> The <del>network model data</del> <del>Full Network Model</del> of the prospective EIM Entity is integrated into the Full Network Model such that –	The CAISO acknowledges the network model data of the EIM entity is not part of the full network model until integrated and will make this clarification as part its filing.
CAISO Tariff Section 29	29.2(c)(1)(B)	Platte River	Platte River suggest the following revisions:  (i) regulated electric service to eligible retail or <del>w</del> Wholesale <del>e</del> Customers, or  (ii) serve eligible customers in its capacity as a <del>l</del> ocal <del>p</del> ublicly <del>e</del> Owned <del>e</del> lectric <del>u</del> tility;	Appendix A of the CAISO tariff defines “Wholesale Customer” specific to the CAISO balancing authority area, so this term should remain undefined. It is relatively well understood in the industry so there should not be questions or concerns over its meaning in this context.  Appendix A of the CAISO tariff generically defines “Local Publicly Owned Electric Utility” and this term will be capitalized.
CAISO Tariff Section 29	29.2(c)(2)	Platte River	Platte River suggest the following revision:  <b>EIM Entity Authorization.</b> An EIM Entity may elect at its sole discretion whether or not to authorize EIM Sub-	This additional clarification will be included.

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			Entity participation within its Balancing Authority Area, <u>which may encompass</u>	
CAISO Tariff Section 29	29.2(c)(3)(C)(i)	Platte River	Platte River suggests the following change (highlighted):  the CAISO shall, in its discretion and in consultation with the prospective EIM Sub-Entity and its associated EIM Entity, determine based on the complexity and compatibility of the transmission and technology systems and the planned timing of the CAISO's implementation of software enhancements, and	The CAISO will maintain the discretion to determine the implementation date. This has worked so far with respect to EIM entity implementations, which includes consultation. There is no new reason not to parallel that language here.
CAISO Tariff Section 29	29.2(c)(6)	Platte River	Platte River suggests adding a new provision:  <u><b>Delay. The EIM Entity, EIM Sub-Entity, and the CAISO will work together to promptly resolve any issues that negatively impact the readiness of the EIM Sub-Entity to commence participation in the Energy Imbalance Market.</b></u>	This language is unnecessary as it should be covered under any dispute resolution that may be appropriate beyond project management practices. In addition, the language seems vague in the context of the CAISO tariff.
CAISO Tariff Section 29	29.4(c)(4)(E)	Platte River	Platte River suggests capitalizing the word "Schedules" as follows:	"Interchange Schedule" is a CAISO balancing authority area specific definition. The term "Interchange" is

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			submit the Interchange <del>s</del> Schedules for the EIM Entity and any EIM Sub-Entity within its Balancing Authority Area	defined generically, and the undefined term “schedules” is sufficiently well understood to work in this context.
CAISO Tariff Section 29	29.4(f)(2)(A)	Six Cities	Six Cities suggests deleting the words “by their terms” because it seems to imply a need for a specific reference for tariff provisions to apply.	The CAISO will accept this proposed change.
CAISO Tariff Section 29	29.4(f)(2)(B)	Platte River	Platte River suggests the following change:  <del>ensure-verify</del> that tariff or contractual arrangements with the EIM Entity for the Balancing Authority Area it is located, as necessary or applicable, are in place to enable operation of the Real-Time Market in its sub-area;	The CAISO will accept this proposed change.
CAISO Tariff Section 29	29.4(f)(2)(B)	Six Cities	Six Cities suggests adding the words “in which,” which appear to have been inadvertently omitted (see highlighted):  <u>ensure that tariff or contractual arrangements with the EIM Entity for the Balancing Authority Area in which it is located, as necessary or applicable, are in place to enable operation of the Real-Time Market in its sub-area;</u>	The CAISO will accept this proposed change.

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CAISO Tariff Section 29	29.4(f)(2)(E)	Platte River	<p>Platte River asks whether EIM Sub-Entities will only provide its Demand Forecast to EIM Entities if it elects not to use the CAISO’s Demand Forecast. If so, Platte River suggests the following revision:</p> <p>unless prohibited from <del>utilizing</del>using its own Demand Forecast by the EIM Entity for its Balancing Authority Area, inform the CAISO whether or not the EIM Sub-Entity intends to <del>utilize</del>use the CAISO’s Demand Forecast consistent with Section 29.34(d) and, <u>as applicable</u>, provide the EIM Entity with its Demand Forecast.</p>	The CAISO will accept these proposed changes.
CAISO Tariff Section 29	29.4(g)(4)(F)	Pacificorp	<p>Pacificorp proposes an addition that an EIM Sub-Entity Scheduling Coordinator must be authorized by the EIM Entity in order to submit EIM Manual Discharge instructions (see highlighted):</p> <p><u>submit EIM Manual Dispatch instructions for EIM Resources and non-participating resources they represent if authorized by the EIM Entity:</u></p>	EIM sub-entities may submit manual dispatches and the limits of that delegation are under review in response to stakeholder comments on the draft final proposal. This provision will be updated where appropriate to reflect the final proposal once the final proposal has been published.

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CAISO Tariff Section 29	29.7(g)(2)	Pacificorp	<p>Pacificorp proposes an addition that an EIM Sub-Entity may issue EIM Manual Dispatch if authorized by the EIM Entity (see highlighted):</p> <p><u>The EIM Sub-Entity may issue an EIM Manual Dispatch to an EIM Participating Resource or a non-participating resource for which it is registered as the EIM Sub-Entity Scheduling Coordinator, if authorized by the EIM Entity, when necessary to address reliability or operational issues in its service territory</u></p>	<p>EIM sub-entities may submit manual dispatches and the limits of that delegation are under review in response to stakeholder comments on the draft final proposal. This provision will be updated where appropriate to reflect the final proposal once the final proposal has been published.</p>
CAISO Tariff Section 29	29.7(g)(2)	Pacificorp	<p>Pacificorp does not agree with the proposal to utilize the latest manual dispatch. Pacificorp states that there might be some instances where an EIM Entity and Sub-Entity apply a manual dispatch for different purposes. Pacificorp adds that it is concerned that EIM Sub-Entities would be allowed to use the manual dispatch tool. Pacificorp states that the manual dispatch tool should be used as a reliability function only. PacifiCorp reiterates that all resource derates or outages should be communicated through the outage tool, which should negate any reason to use the manual dispatch tool. Pacificorp states its position that all manual</p>	<p>EIM sub-entities may submit manual dispatches and the limits of that delegation are under review in response to stakeholder comments on the draft final proposal.</p>

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			dispatch requests should go through the EIM Entity rather than allowing the EIM Sub-Entity the ability to perform this function. According to Pacificorp, if CAISO deems it necessary to permit EIM Sub-Entities to submit manual dispatch instructions, then Pacificorp requests that it become optional for each EIM Entity to determine whether this functionality would be appropriate.	
CAISO Tariff Section 29	29.7(g)(2)	Six Cities	<p>Six Cities suggests clarifying that operational impacts on an EIM Sub-Entity resulting from an EIM Manual Dispatch will be resolved in accordance with the applicable tariff or contractual arrangements (see highlighted):</p> <p><u>Any financial or operational impact on an EIM Sub-Entity resulting from an EIM Manual Dispatch issued by the EIM Entity shall be resolved in accordance with the applicable tariff or contractual arrangements between the EIM Entity and the EIM Sub-Entity.</u></p>	The CAISO will accept this proposed addition.
CAISO Tariff Section 29	29.7(k)(3)	Platte River	<p>Platte River suggests the following changes:</p> <p><b>EIM Entity Action.</b> When the WECC unscheduled flow mitigation procedure</p>	The CAISO does not believe that changes to this provision are within scope of the proposal and these changes could be considered by some

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			is initiated, each EIM Entity shall adjust its schedules as determined by the WECC procedure, <del>and immediately inform the</del> <u>which will be visible to the CAISO</u> <del>of the changes</del> , as well as any affected EIM Sub-Entities, <u>through the applicable E-Tags</u> .	stakeholders to be more than mere clarification.
CAISO Tariff Section 29	29.9(b)(1)	Platte River	<p>Platte River suggests the following change:</p> <p>The EIM Entity may delegate its responsibilities under this Section 29.9(b) to an EIM Sub-Entity within its Balancing Authority Area with regard to transmission facilities for which the EIM Sub-Entity acts as the transmission operator, provided that the EIM Entity shall notify the CAISO <u>of the delegation</u> in accordance with the timelines and procedures in the Business Practice Manual for the Energy Imbalance Market.</p>	The CAISO will accept this proposed addition.
CAISO Tariff Section 29	29.9(b)(2)	Platte River	<p>Platte River suggests the following change:</p> <p>The EIM Entity Scheduling Coordinator or EIM Sub-Entity Scheduling Coordinator shall submit notice of transmission Outages approved by the EIM Entity or EIM</p>	The CAISO will accept this proposed addition.

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			Sub-Entity to the CAISO by the means set forth in the Business Practice Manual for the Energy Imbalance Market and at least seven Business Days prior <u>to</u> the planned Outage.	
CAISO Tariff Section 29	29.9(c)(1)	Platte River	<p>Platte River suggests the following change:</p> <p>The EIM Entity may delegate its responsibilities under this Section 29.9(c) to an EIM Sub-Entity within its Balancing Authority Area with regard to EIM Resources and non-participating resources for which the EIM Sub-Entity acts as the EIM Sub-Entity Scheduling Coordinator, provided that the EIM Entity shall notify the CAISO <u>of the delegation</u> in accordance with the timelines and procedures in the Business Practice Manual for the Energy Imbalance Market.</p>	The CAISO will accept this proposed addition.
CAISO Tariff Section 29	29.9(d)(2)	Platte River	Platte River suggests adding a period at the end of subsection (d)(2).	The CAISO will accept this proposed addition.
CAISO Tariff Section 29	29.9(e)	Platte River	<p>Platte River suggests the following changes:</p> <p>An EIM Entity Scheduling Coordinator and EIM Sub-Entity Scheduling Coordinator shall comply with the</p>	The CAISO will accept this proposed addition.

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			<p>reporting provisions of Section 9 with regard to Forced Outages of transmission facilities within the <u>EIM Entity</u> Balancing Authority Area <del>of the EIM Entity or within the EIM Sub-Entity area they it</del> represents and an EIM Participating Resource Scheduling Coordinator shall comply with the reporting provisions of Section 9 with regard to Forced Outages of Generating Units it represents as EIM Resources.</p>	
CAISO Tariff Section 29	29.9(e)	Six Cities	<p>Six Cities suggests the following edit (highlighted):</p> <p>An EIM Entity Scheduling Coordinator <u>and EIM Sub-Entity Scheduling Coordinator</u> shall comply with the reporting provisions of Section 9 with regard to Forced Outages of transmission facilities within the Balancing Authority Area of the EIM Entity <u>or service territory of an EIM Sub-Entity</u> it represents and an EIM Participating Resource Scheduling Coordinator shall comply with the reporting provisions of Section 9 with regard to Forced Outages of Generating Units it represents as EIM Resources.</p>	<p>The CAISO will accept this proposed addition, and will reconcile the language with the changes suggested by Platte River.</p>

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CAISO Tariff Section 29	29.9(f)	Platte River	<p>Platte River suggests the following changes:</p> <p>An EIM Entity Scheduling Coordinator <u>and EIM Sub-Entity Scheduling Coordinator</u> must notify the CAISO by the means specified in the Business Practice Manual for the Energy Imbalance Market with respect to transmission limits on the transmission capacity made available to the Real-Time Market within the EIM Entity Balancing Authority Area <u>or EIM Sub-Entity area</u> that need to be enforced in the Real-Time Market, including-</p>	<p>EIM sub-entities may submit network model information and transmission outage information. This provision will be updated once the final proposal has been published.</p>
CAISO Tariff Section 29	29.11(d)	Platte River	<p>Platte River asks whether the EIM Entity will aggregate its EIM Base Schedule with the EIM Base Schedules of the EIM Sub-Entities and submit an aggregated EIM Base Schedule of Supply to the CAISO for the CAISO's use in determining under- and over-scheduling charges, or whether the CAISO will aggregate the EIM Base Schedule of Supply submitted by the EIM Entity and those submitted by the EIM Sub-Entities for the CAISO's use in determining under- and over-scheduling charges. If CAISO, not the EIM Entity, will aggregate the EIM Base Schedules, then Platte River</p>	<p>The CAISO will aggregate base schedules for supply to determine any over and under scheduling penalty and will allocate the penalty to load based on the formulation in this provision. It is not clear to the CAISO that additional changes to this section are necessary to implement the proposal.</p> <p>The CAISO will accept the proposed clarification inserting the word "with" after the word "settle."</p>

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			<p>suggests edits to the Level 1 and Level 2 over- and under-scheduling charges to add EIM Sub-entities to this section.</p> <p>Platte River also suggest insertion of the word “with” after the word “settle” in each of 29.11(d)(1)(A) and (B) and 29.11(d)(2)(A) and (B).</p>	
CAISO Tariff Section 29	29.11(d)	Six Cities	<p>Six Cities suggests adding the word “with” for grammatical purposes (highlighted):</p> <p><b>Level 1 Charge.</b> If, during any Trading Hour, the metered Demand within an EIM Entity Balancing Authority Area exceeds the EIM Base Schedule of Supply submitted by the EIM Entity by more than 5% but less than or equal to 10% and by at least 2 MW, the CAISO shall <del>charge-settle</del> <b>with</b> the applicable EIM Entity Scheduling Coordinator <u>or EIM Sub-Entity Scheduling Coordinator</u> for all Uninstructed Imbalance Energy at the <u>relevant EIM Entity</u>-Load Aggregation Point at a price that is 125% of the Hourly Real-Time LAP Price.</p>	The CAISO will accept this proposed clarification.

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			This applies to 29.11(d)(1)(A) and (B) and 29.11(d)(2)(A) and (B).	
CAISO Tariff Section 29	29.11(g)	Six Cities	<p>Six Cities suggests removing the words “start-up costs” and suggests the following edits (highlighted):</p> <p><b><u>EIM Sub-Entity Implementation Cost. <del>Not Used</del></u></b> The CAISO will charge electric utilities that enter into an EIM Sub-Entity Implementation Agreement pursuant to Section 29.2(c) a fee to cover the actual start-up-costs the CAISO will incur to separate the EIM Sub-Entity from the EIM Entity Balancing Authority Area. The EIM Sub-Entity is responsible for actual costs incurred by the CAISO in conducting their implementation activities.</p>	The CAISO will accept this proposed change.
CAISO Tariff Section 29	29.11(g)(3)	Six Cities	<p>Six Cities suggests the following revision (highlighted)</p> <p>All eligible refunds will be processed following the CAISO’s generally accepted accounting practices, including batch deposit refund disbursements. Any deadline for CAISO action will be tolled to the extent the EIM Sub-Entity has not provided the CAISO with the</p>	The CAISO will accept this proposed change.

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			appropriate documents to facilitate the EIM Sub-Entity's refund	
CAISO Tariff Section 29	29.11(i)(4)	Platte River	<p>Platte River suggests the following change:</p> <p><b>Minimum EIM Administrative Charge.</b> The CAISO will calculate the minimum EIM Administrative Charge as the product of the sum of the real-time activities associated with <del>the</del> <b>Market Services Charge</b> and the real-time activities chart associated with system operations, as well as –</p>	The Market Services Charge is a component of the Grid Management Charge determined in accordance with Appendix F, Part A. Here we wanted to be clear the EIM Administrative Charge was not part of the Grid Management charge and have elected not to use the defined term. It is not clear a change is necessary to maintain the current calculation of the EIM Administrative Charge.
CAISO Tariff Section 29	29.11(i)(5)	Platte River	<p>Platte River states that if an EIM Sub-Entity withdraws participation as an EIM Sub-Entity, it would likely still participate in the market under the EIM Entity, so this section should not apply to EIM Sub-Entities.</p> <p>Platte River suggests deleting “and EIM Sub-Entity” from the title of (5).</p>	The CAISO will accept this proposed change.
CAISO Tariff Section 29	29.11(i)(5)	Six Cities	Six Cities states that the withdrawal provisions seem incomplete and that termination by the EIM Entity should also terminate the participation of all EIM Sub-Entities within that EIM Entity's BAA. Six Cities asks whether termination of participation by an	CAISO agrees that termination by the EIM Entity also terminates participation by EIM Sub-Entities within the BAA and that termination of an individual EIM Sub-Entity is subject to EIM Entity approval. CAISO will address these comments

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			individual EIM Sub-Entity should be approved by the EIM Entity.	with proposed changes in the next draft of the tariff.
CAISO Tariff Section 29	29.11(q)	Platte River	<p>Platte River suggests correcting a misspelling in the word “Energy” as follows:</p> <p>The CAISO will provide EIM Entities with non-binding Settlement information associated with E+nergy transfer schedule changes from their respective base schedules between EIM Entity</p>	The CAISO will accept this proposed change.
CAISO Tariff Section 29	29.11(s)	Platte River	<p>Platte River suggests edits to clarify that the CAISO’s sharing of information with EIM Entities is covered under Tariff Section 20.2:</p> <p><b>EIM Entity Access to EIM Sub-Entity Settlement Information.</b>  <b>CAISO shall provide a</b>An EIM Entity <del>shall have</del> access to CAISO Settlement Statements and Invoices for all EIM Sub-Entities within the Balancing Authority Area for that EIM Entity.</p>	The CAISO does not believe this change is necessary given the tariff grant of EIM entity access to be sufficient, but will propose BPM changes concerning how the EIM entity shall access the settlement information.
CAISO Tariff Section 29	29.17(a)	Platte River	Platte River asks whether EIM Sub-Entities will be providing Transmission Service Information directly to the CAISO. If so, Platte River suggests	EIM sub-entities may submit network model information and transmission outage information. This provision

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			edits to Section 29.17 to apply to EIM Sub-Entities. Platte River notes that changes to the definition of EIM Transmission Service Information and EIM Transmission Service Provider would also be necessary.	will be updated once the final proposal has been published.
CAISO Tariff Section 29	29.26(b)	Platte River	Platte River asks whether EIM Sub-Entities will be providing transmission and should be handling transmission charges themselves. If so, Platte River states that EIM Sub-Entities should be included in Section 29.26(b).	EIM sub-entities may submit network model information and transmission outage information. This provision will be updated once the final proposal has been published.
CAISO Tariff Section 29	29.34(e)(4)	Six Cities	Six Cities suggests the following edit (highlighted):  <b>Contents of EIM Base Schedules.</b> EIM Base Schedules of EIM Entities <u>and EIM Sub-Entities</u> must include hourly-level Demand Forecasts for EIM Demand, hourly-level schedules for resources, and <u>for EIM Entities,</u> hourly-level scheduled Interchanges.	The CAISO will accept this proposed change.
CAISO Tariff Section 29	29.34(f)(1)(C)	Six Cities	Six Cities suggests the following edit (highlighted):  <b>Final Revision.</b> EIM Entity Scheduling Coordinators may further revise hourly Real-Time EIM Base Schedules, including EIM Base	The CAISO will accept this proposed change.

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			Schedules for <u>EIM Sub-Entities and EIM Participating Resources</u> , at or before 40 minutes before the start of the Operating Hour, <u>provided that any financial or operational impact resulting from such EIM Base Schedule changes for an EIM Sub-Entity shall be resolved in accordance with the applicable tariff or contractual arrangements between the EIM Entity and the EIM Sub-Entity.</u>	
CAISO Tariff Section 29	29.34(g)	Platte River	<p>Platte River suggests the following changes:</p> <p>The CAISO will derive an initial EIM Base Load Schedule for each EIM Entity and EIM Sub-Entity from the Demand Forecasts used <u>for the EIM Entity Balancing Authority Area and EIM Sub-Entity area</u>, estimated Transmission Losses, and an assumed Load distribution, pursuant to the methodology</p>	The CAISO does not accept the specific wording of this proposed change, and instead suggests changing “for the” to “within the” to clarify the provision.
CAISO Tariff Section 29	29.34(r)(4)(B)	Platte River	<p>Platte River suggests the following change:</p> <p>change the <u>Demand load fForecast</u> for the EIM Balancing Authority Area by a</p>	The CAISO will accept this proposed change.

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			small tolerance to allow for price determination;	
CAISO Tariff Section 29	29.37	Platte River	Platte River states that EIM Market Participants are not required to bid in resources or get approval for outages. Platte River suggests adding Sections 37.3.1.1 and 37.4.2.1 to the list of provisions EIM Market Participants are exempted from.	The CAISO does not agree that changes to section 29.37 are necessary for implementation of the proposal. Section 37.2 is the only exception to the Code of Conduct and consideration of other changes is beyond the scope of this proposal. In any event, the submission of bids from resources reasonably available should apply (37.3.1.1), and outage submission and acceptance procedures do apply to the EIM although the OMS is configured to accept EIM outages (37.4.2.1).
CAISO Tariff Section 29	29.44	Platte River	Platte River suggests adding to Appendix A definitions for Flexible Ramping Product and Self-Schedules.	<p>The CAISO will consider whether to lower case the term flexible ramping product or include a defined term in reference to Section 44 of the CAISO tariff.</p> <p>The CAISO tariff defines “Self-Schedule” as follows:</p> <p>The Bid component that indicates the quantities in MWhs with no specification of a price that the Scheduling Coordinator is submitting to the CAISO, which indicates that the Scheduling Coordinator is a Price</p>

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				<p>Taker, Regulatory Must-Run Generation or Regulatory Must-Take Generation, which includes ETC and TOR Self-Schedules, Self-Schedules for Converted Rights, and Variable Energy Resource Self-Schedules.</p>
<p>Master Definition Supplement</p>	<p>Appendix A</p>	<p>Platte River</p>	<p>Platte River suggests adding a revised definition of EIM Transmission Service Information and EIM Transmission Service Provider to include EIM Sub-Entities in order address EIM Sub-Entity transmission, as follows:</p> <ul style="list-style-type: none"> <li>- <b>EIM Transmission Service Information</b></li> </ul> <p>Information provided by an EIM Entity <u>or EIM Sub-Entity</u> to the CAISO about transmission capacity available for use in the Real-Time Market through the Energy Imbalance Market.</p> <ul style="list-style-type: none"> <li>- <b>EIM Transmission Service Provider</b></li> </ul> <p>An EIM Entity, <u>EIM Sub-Entity</u>, or third party that owns transmission or has transmission service rights on an EIM Intertie that makes transmission service available for use in the Real-</p>	<p>EIM sub-entities may submit network model information and transmission outage information. This provision will be updated once the final proposal has been published.</p>

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			Time Market through an EIM Entity <u>or EIM Sub-Entity</u> .	
Master Definition Supplement	Appendix A	Platte River	Platte River states that Flexible Ramping Product is used as a defined term throughout the Tariff but is not defined in Appendix A.	The CAISO will consider whether to lower case this term or include a defined term in reference to Section 44 of the CAISO tariff.
Master Definition Supplement	Appendix A	Platte River	Platte River recommends revising the definition of Full Network Model to read: “A representation of the WECC network model as defined in Section 27.5.” Platte River states this definition better reflects the current state of the FNM because the current definition is incomplete given the addition of the PSCo BAA, which is not directly interconnected to the CAISO BAA.	The CAISO appreciates this request but is not in a position at this time not to make changes to the definition of “Full Network Model”. This term is used extensively throughout the tariff and the BPM and has worked in the context of the EIM to date. If necessary, the CAISO may consider changes to the network model section of the BPM for the EIM.
Master Definition Supplement	Appendix A	Platte River	Platte River states that Self-Schedules is used as a defined term throughout the Tariff but is not defined in Appendix A.	<p>The CAISO tariff defines “Self-Schedule” as follows:</p> <p>The Bid component that indicates the quantities in MWs with no specification of a price that the Scheduling Coordinator is submitting to the CAISO, which indicates that the Scheduling Coordinator is a Price Taker, Regulatory Must-Run Generation or Regulatory Must-Take</p>

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				<p>Generation, which includes ETC and TOR Self-Schedules, Self-Schedules for Converted Rights, and Variable Energy Resource Self-Schedules.</p>
<p>Master Definition Supplement</p>	<p>Appendix A</p>	<p>Six Cities</p>	<p>Six Cities suggests revising the proposed definition of EIM Sub-Entity Scheduling Coordinator to state that an EIM Sub-Entity Scheduling Coordinator is responsible for meeting all applicable requirements under the CAISO Tariff, as follows (changes highlighted):</p> <p><b>-EIM Sub-Entity Scheduling Coordinator</b></p> <p>The EIM Sub-Entity, or a third party designated by the EIM Sub-Entity, that is certified by the CAISO and that enters into an EIM Sub-Entity Scheduling Coordinator Agreement under which it is a Scheduling Coordinator and a Market Participant and is responsible for meeting the applicable requirements of the CAISO Tariff on behalf of the EIM Sub-Entity.</p>	<p>The definition parallels the definition of EIM Entity Scheduling Coordinator. The reference to Section 29 is sufficient because Section 29 itself cross references other sections of the tariff. Section 29 was designed as the entry point that references other applicable provisions of the tariff and not the end point.</p>

Document	Section	Stakeholder	Stakeholder Comment	CAISO Response
EIM Sub-Entity Implementation Agreement	Cover Page	Six Cities	Typo correction: remove “s” from “System” in “California Independent System Operator Corporation”	The CAISO will make this change.
EIM Sub-Entity Implementation Agreement	Recital D	Six Cities	Six Cities suggest the following edit (highlighted):  <b>WHEREAS</b> , implementation of [Short Legal Name] in the CAISO’s Real-Time Market requires the CAISO to incur costs on behalf of [Short Legal Name] to <b>implement participation by</b> the EIM Sub-Entity in <b>the EIM</b> .	The CAISO will make this change.
EIM Sub-Entity Implementation Agreement	3.2.1	Six Cities	Six Cities suggests additions to Section 3.2.1 that would permit the CAISO to terminate the EIM Sub-Entity Implementation Agreement if the EIM Sub-Entity commits any material default under any applicable provision of the Tariff, rather than just Section 29. Six Cities also suggests that the CAISO may terminate the EIM Sub-Entity Implementation Agreement if the EIM Entity for the Balancing Authority Area in which the EIM Sub-Entity is located terminates its participation in the EIM:  <b>Termination by CAISO.</b> The CAISO may terminate this Agreement by giving written notice of termination	The reference to Section 29 is sufficient because Section 29 itself cross references other sections of the tariff. Section 29 was designed as the entry point that references other applicable provisions of the tariff and not the end point. The CAISO declines to make the first set of requested changes.  The CAISO will make the later requested changes.

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			<p>pursuant to Section 29.1(d) of the CAISO Tariff or in the event that (i) [Short Legal Name] commits any material default under this Agreement or any applicable provision of the CAISO Tariff that, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given [Short Legal Name] written notice of the default, unless the default is excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement, or (ii) the EIM Entity for the Balancing Authority Area in which [Short Legal Name] is located terminates participation in the EIM.</p>	
EIM Sub-Entity Implementation Agreement	5.2	Six Cities	<p>Six Cities suggests following revisions (highlighted):</p> <p>... Payment of invoices shall be due no later than thirty (30 days) after the date of receipt. Any invoice payment past due will accrue interest, per annum, calculated in accordance with 5 C.F.R. 1315.10.</p> <p>...</p> <p>Any deadline for CAISO action will be tolled to the extent [Short Legal Name] has not provided the CAISO with the</p>	The CAISO will make the requested changes.

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			<p>appropriate documents to facilitate an eligible refund.</p> <p>...</p> <p>In the event this agreement is terminated by either party or both parties after [Short Legal Name]'s implementation has begun then the CAISO will make every attempt to halt work and related costs on the implementation as soon as practical and begin the refund process for any payments provided in excess of costs incurred by the CAISO.</p>	
EIM Sub-Entity Implementation Agreement	7.2	Six Cities	<p>Six Cities suggests adding a representation that the EIM Sub-Entity has obtained or will obtain approval from the EIM Entity for the Balancing Authority in which the EIM Sub-Entity is located (highlighted):</p> <p><b>Necessary Approvals.</b> [Short Legal Name] represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by [Short Legal Name] prior to the effective date of this Agreement, including any arrangement with the EIM Entity for</p>	The CAISO will make the requested changes.

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			the Balancing Authority Area in which [Short Legal Name] is located and any third party Balancing Authorities.	
EIM Sub-Entity Scheduling Coordinator Agreement	Title Page	Six Cities	Typo correction: remove “s” from “System” in “California Independent System Operator Corporation”	The CAISO will make the requested changes.
EIM Sub-Entity Scheduling Coordinator Agreement	3.1	Six Cities	<p>Six Cities suggests deleting a language redundancy (highlighted):</p> <p>This Agreement shall commence on the later of (a) <del>the later of</del> the date of execution of this Agreement or (b) the date the EIM <u>Sub-Entity</u> Scheduling Coordinator is certified by the CAISO as an EIM <u>Sub-Entity</u> Scheduling Coordinator.</p>	The CAISO will make the requested changes.
EIM Sub-Entity Agreement	Title Page	Six Cities	Typo correction: remove “s” from “System” in “California Independent System Operator Corporation”	The CAISO will make the requested changes.
EIM Sub-Entity Agreement	2.5	Platte River	Platte River asks whether an EIM Sub-Entities will be providing their own transmission for use in the EIM Market and will need to submit transmission information directly to CAISO. If so, Platte River states that Section 2.5 of the EIM Entity Agreement should be	EIM sub-entities may submit network model information and transmission outage information. This provision will be updated once the final proposal has been published.

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			retained in the EIM Sub-Entity Agreement and suggests revisions.	
EIM Sub-Entity Agreement	2.6	Platte River	Platte River states that when restoring Section 2.5 of the EIM Sub-Entity Agreement, Section 2.6 had to be deleted again, and Platte River supports the CAISO's deletion of Section 2.6.	The CAISO will retain deletion of Section 2.6 in any event.
EIM Sub-Entity Agreement	3.2.1	Six Cities	<p>Six Cities suggests the following additions (highlighted):</p> <p><b>Termination by CAISO.</b> The CAISO may terminate this Agreement by giving written notice of termination pursuant to Section 29.1(d) of the CAISO Tariff or in the event that (i) the EIM Sub-Entity commits any material default under this Agreement or any applicable provision of the CAISO Tariff that, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given the EIM Sub-Entity written notice of the default, unless the default is excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement, or (ii) the EIM Entity for the Balancing Authority Area in which the EIM Sub-Entity is located terminates participation in the EIM.</p>	<p>The reference to Section 29 is sufficient because Section 29 itself cross references other sections of the tariff. Section 29 was designed as the entry point that references other applicable provisions of the tariff and not the end point. The CAISO declines to make the first requested change.</p> <p>The CAISO will make the later requested changes.</p>

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EIM Sub-Entity Agreement	7.2	Six Cities	<p>Six Cities suggests adding a representation that the EIM Sub-Entity has obtained or will obtain approval from the EIM Entity for the Balancing Authority in which the EIM Sub-Entity is located (highlighted):</p> <p><b>Necessary Approvals.</b> The EIM Sub-Entity represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EIM Sub-Entity prior to the effective date of this Agreement, including any arrangement with the EIM Entity for the Balancing Authority Area in which the EIM Sub-Entity is located and any third party Balancing Authorities.</p>	The CAISO will make the requested changes.