



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Lori Mitchell

SUBJECT: SEE BELOW

DATE: October 28, 2021

Approved

Date

10/29/21

SUBJECT: SAN JOSE CLEAN ENERGY APPLICATION TO BECOME A SCHEDULING COORDINATOR WITH THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR

RECOMMENDATION

Adopt a resolution:

- (a) Authorizing the City Manager, or her authorized designee, to:
 - (1) Execute a Scheduling Coordinator Agreement, and a Meter Service Agreement and to negotiate and execute any other necessary agreements with the California Independent System Operator to establish the City of San José as a Scheduling Coordinator and perform obligations as Scheduling Coordinator for San José Clean Energy;
 - (2) Negotiate and execute an amendment to the Professional Services Agreement for Wholesale Energy Services with the Northern California Power Agency, in coordination with the City Attorney's Office, to detail the payment and collateral requirements and make any other changes needed for Northern California Power Agency to act as the City's Scheduling Agent; provided that, the amendment will not increase the cost of Northern California Power Agency services or the term of the agreement; and
- (b) Repealing Resolution No. 78980.

OUTCOME

The recommendation would allow the City of San José ("City"), as administrator of San José Clean Energy ("SJCE") to become its own Scheduling Coordinator ("SC") with the California Independent System ("CAISO") to meet ongoing operating requirements as a Community Choice Aggregator ("CCA"). Becoming an SC will reduce SJCE's collateral costs by providing the City with up to \$50 million in unsecured collateral with the CAISO to satisfy the expected collateral requirements placed on SJCE as a participant in the CAISO market.

BACKGROUND

On March 27, 2018, City Council approved the Professional Services Agreement for Wholesale Energy Services with the Northern California Power Agency (“NCPA”) for a period of two years and five months from the date of execution in an amount not to exceed \$1,400,000 and up to two one-year agreement extension options, for an additional \$655,452 and \$668,561 in the third and fourth year, respectively, for a total contract amount not to exceed \$2,725,000 subject to the appropriation of funds. The agreement made NCPA the City’s SC and required the City to become its own SC by March 31, 2019 at which point NCPA would become the City’s Scheduling Agent. Scheduling Agents can perform most of the operational requirements of an SC; however, they do not assume any of the financial liabilities of the market participant.

On February 2, 2019, City Council authorized SJCE to execute the SC Agreement and the Meter Services Agreement with the CAISO along with other agreements needed to perform the obligations of an SC. SJCE entered into negotiations with the CAISO to become an SC but did not become an SC due to disagreements with the CAISO about the language of the agreement. In particular, the CAISO refused to accept language limiting liabilities to the SJCE Operating Fund (Municipal Code, Chapter 4.80, Part 63).

On October 4, 2019, City and NCPA entered into Amendment No. 1 to the Services Agreement to give SJCE additional time to become a SC. On March 11, 2020, City and NCPA entered into Amendment No. 2 to the Services Agreement to extend the term of the Agreement, and to amend certain terms of the Services Agreement to enable NCPA to continue acting as SJCE’s SC during the Second Term of the Services Agreement. On September 1, 2021, the City and NCPA entered into Amendment No. 3 of the Services Agreement to extend the term of the Agreement through August 31, 2022. NCPA has continued to urge SJCE to become an SC as the original agreement required.

ANALYSIS

The CAISO is the entity managing the flow of electricity across the California grid and operates the competitive wholesale market in California. CCAs must participate in the CAISO energy market to perform the core operations of a CCA. SJCE and all load serving entities purchase and sell energy into the CAISO market to meet fluctuating energy needs. SJCE can limit exposure to CAISO market costs by following its risk management policy and purchasing adequate supplies in advance to minimize energy purchases through the CAISO market. SJCE’s Risk Oversight Committee (consisting of staff from the City Manager’s Office, City Manager’s Budget Office, Finance Department, and City Attorney’s Office) also serves as a guardrail to protect SJCE and the City from risks associated with SJCE’s power purchases.

Since SJCE began operations in 2018, NCPA has served as the SC for the City. This SC agreement with NCPA makes the City fully responsible for its CAISO liabilities and includes collateral requirements to protect NCPA from such liability. The SC agreement with NCPA

required the City to become its own SC in March of 2019. NCPA has extended this deadline; however, they are strongly encouraging SJCE to become its own SC and there are few (if any) entities willing to operate as an SC for another entity.

NCPA and organizations like it are typically willing to serve as a Scheduling Agent, undertaking the operational functions of an SC, but are requiring organizations to have a direct commercial relationship with the CAISO. This is because an SC is responsible for the CAISO cost liabilities from transactions in the CAISO's wholesale Power Market. Organizations generally will not assume the CAISO cost liabilities of a market participant as costs are dependent on how much an entity has purchased in advance to meet expected load.

SJCE's Operating Fund Language

The San José Clean Energy Operating Fund ("Fund") was established in Chapter 4.80, Part 63 of the Municipal Code ("Code"). Under Section 4.80.4060 of the Code, the Fund includes all monies derived from operation of the San José Clean Energy Program, including revenues from the sale of electricity, payments from other entities, and any financing proceeds associated with the Program, which are to be deposited in the San José Clean Energy Operating Fund. Similarly, under Section 4.80.4070, "[m]onies in the San José Clean Energy Operating Fund shall be expended for costs of San José Clean Energy Program operations, including but not limited to, energy procurement costs, staffing and administration costs, energy programs, payment of required debt service, loan repayments, the establishment of reserves, and payment to the general fund for indirect overhead and for expenses incurred in the general fund for San José Clean Energy Program operations."

SJCE developed contractual language in 2018 to limit SJCE liabilities to SJCE's Operating Fund. SJCE requires all power suppliers to accept this language and has successfully included the following provision (or a version substantially in the form of such provision), in all of its power supply agreements:

- Designated Fund. City is a municipal corporation and is precluded under the California State Constitution and applicable law from entering into obligations that financially bind future governing bodies without an appropriation for such obligation, and, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of the Agreement; provided, however, that (i) City has created and set aside a designated operating fund for San José Clean Energy as further described in Section 4.80.4050 of the City of San José Municipal Code (the "**Designated Fund**") for payment of its obligations under this Agreement, (ii) as set forth in Section 4.80.4060 of the City of San José Municipal Code, all monies derived from operation of San José Clean Energy, including revenues from sale of electricity, payments from other entities, and any financing proceeds associated with San José Clean Energy will be deposited in the Designated Fund, and (iii) subject to the requirements and limitations of applicable law and taking into account other available money specifically authorized by the San José City Council

and allocated and appropriated to the San José Clean Energy's obligations, City agrees to establish San José Clean Energy rates and charges that are sufficient to maintain revenues in the Designated Fund necessary to pay its obligations under this Agreement and all of City's payment obligations under its other contracts for the purchase of energy for San José Clean Energy.

- **Limited Obligations.** City's payment obligations under this Agreement are special limited obligations of the City payable solely from the Designated Fund and are not a charge upon the revenues or general fund of the City of San José or upon any non-San José Clean Energy moneys or other property of the City of San José.

However, there are a small number of agreements where these provisions are not possible. SJCE's current agreement with NCPA is an example where this language was not included as it was not acceptable to the entities providing this service. The CAISO also informed SJCE that it would not include this language in the SC Agreement. In 2017, when it was assessing alternatives to providing CCA service to its community, the business plan identified that forming a CCA as a Department within the City may increase financial risk to the City but would also increase the City's local control over the CCA's activities. This is an instance where there is some increased risk to the City due to SJCE's organizational structure. This also carries a benefit because SJCE was assigned a higher unsecured collateral credit due to the City's credit rating.

Benefits of Becoming a SC

Becoming its own SC with the CAISO allows SJCE key operational and financial benefits. One of the main benefits is access to unsecured collateral that would otherwise be unavailable. The CAISO has assessed the City's financial strength and awarded the City up to \$50 million in unsecured collateral. This is the maximum assignment available through the CAISO's unsecured credit program and a reflection of the strong financial health of the City. SJCE's CAISO collateral requirements are expected to be between \$20 – 50 million. It is expected that SJCE's CAISO collateral costs would be met at no cost by utilizing the awarded unsecured collateral credit program.

The alternative is to satisfy collateral requirements using the Standby Letter of Credit Facility SJCE maintains with Barclays Bank. This facility is capped at \$65 million. Between SJCE's collateral requirements with the CAISO and the anticipated collateral requirements placed on SJCE by energy suppliers, the Standby Letter of Credit Facility is not expected to be sufficient to meet all SJCE's collateral needs in 2022 and beyond. Therefore, SJCE would need to expand this credit facility if it did not become its own SC to utilize the unsecured collateral credit being offered by CAISO based on the City's credit strength.

SC Certification Process

To take advantage of the CAISO unsecured credit program, the agreement with the CAISO for the SJCE to become a certified SC is based on the City's overall credit strength and not limited to the SJCE enterprise. Concurrently with SJCE becoming a certified SC it will transition NCPA from being its SC to being its Scheduling Agent. As part of the process, SJCE seeks to amend the Professional Services Agreement for Wholesale Energy Services with NCPA in coordination with the City Attorney's Office, in order to set forth more detail and a clear understanding regarding revised payment and collateral requirements. The cost for NCPA services and the term of the agreement will not change.

SJCE staff and NCPA have begun the administrative steps required to prepare the SC agreement, which will largely mirror CAISO's pro forma agreement template (see Attachment 1). This staff work included submitting an application and agent letter enabling NCPA to act as our agent during the SC certification process for the City, meeting with the CAISO, completing forms, completing training, and coordinating review of the SC Agreement by SJCE's Risk Oversight Committee.

If execution of the SC Agreement is approved by Council, the CAISO will require roughly one month to update its systems. To achieve a go-live date of January 1, 2022, the SC Agreement must be executed by December 1, 2021. SJCE is targeting completion of the SC process by January 2022 as SJCE expected CAISO collateral costs will increase when its long-term contracts become operational in calendar year 2022. Because the CAISO will not accept limiting the City's liability to the Fund, staff recommends that Council authorize the City Manager to execute the SC Agreement, the Meter Service Agreement, and any other agreements as necessary to establish the City as SC, without a limitation of the City's liability to the Fund.

CONCLUSION

Becoming an SC is an operating requirement to be a CCA. While NCPA agreed to perform this function during an initial start-up period, the City must assume this function in order to maintain SJCE's operations. Becoming an SC now has some advantages, including allowing SJCE to access the CAISO's unsecured credit program which will more than offset anticipated higher collateral requirements beginning in 2022 as a result of commencement of operations by two of SJCE's four long-term renewable power purchase agreements.

EVALUATION AND FOLLOW-UP

No additional follow up is expected.

CLIMATE SMART SAN JOSÉ

The recommendation in this memo aligns with one or more Climate Smart San José energy, water, or mobility goals.

PUBLIC OUTREACH

This memorandum will be posted on the City's website for the November 9, 2021 City Council Meeting.

COORDINATION

This memorandum has been coordinated with the City Attorney's Office, Finance Department, and the City Manager's Budget Office and Office of Administration, Policy, and Intergovernmental Relations.

COMMISSION RECOMMENDATION/INPUT

No commission recommendation or input is associated with this action.

COST SUMMARY/IMPLICATIONS

Becoming an SC is expected to avoid cost increases to annual borrowing by approximately \$300,000 and help ease the financial burden on SJCE by providing the City with access to \$50 million in unsecured credit with the CAISO to satisfy the expected collateral requirements placed on SJCE as a participant in the CAISO market. Without this access to the CAISO unsecured credit program, SJCE would satisfy CAISO collateral requirements through the issuance of letters of credit facility with Barclays or solicit credit from other banks. Both of which would necessitate additional draws from the City of San José Financing Authority commercial paper program and result in an estimated \$100,000 in additional interest cost and fees.

While there is no cost to the City associated with this action, becoming an SC without dedicated fund language in the SC agreement will expose the City to SJCE's liabilities to the CAISO, which could range from between \$5 million to approximately \$18 million per month in calendar year 2022 based on current forward energy price assumptions. However, the City already has this exposure because language in the SC agreement with NCPA makes the City responsible for all its CAISO liabilities and the NCPA agreement does not include dedicated fund language. SJCE can limit this exposure by following its risk management policy and purchasing adequate supplies in advance to minimize CAISO costs.

HONORABLE MAYOR AND CITY COUNCIL

October 28, 2021

Subject: SJCE Application to become a Scheduling Coordinator with the CAISO

Page 7

CEQA

Not a Project, File No. PP17-003, Agreements/Contracts (New or Amended) resulting in no physical changes to the environment.

/s/

LORI MITCHELL

Director, Community Energy

For questions, please contact Lori Mitchell, Director of Community Energy, at (408) 535-4880.

Attachments

Attachment A: Scheduling Coordinator Agreement Template

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Appendix B.1 Scheduling Coordinator Agreement

THIS AGREEMENT is made this ____ day of _____, _____ and is entered into, by and between:

- (1) **[Full legal name]** having a registered or principal executive office at **[address]** (the "Scheduling Coordinator")

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 (the "CAISO").

The Scheduling Coordinator and the CAISO are hereinafter referred to as the "Parties".

Whereas:

- A. The Scheduling Coordinator has applied for certification by the CAISO under the certification procedure referred to in Section 4.5.1 of the CAISO Tariff.
- B. The Scheduling Coordinator wishes to submit Bids for Energy and Ancillary Services on the CAISO Controlled Grid under the terms and conditions set forth in the CAISO Tariff.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation.

1.1 Master Definitions Supplement. Terms and expressions used in this Agreement shall have the same meanings 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, the CAISO Tariff 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

California Independent System Operator Corporation
Fifth Replacement Electronic Tariff

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.

2. Covenant of the Scheduling Coordinator.

2.1 The Scheduling Coordinator agrees that:

- 2.1.1** The CAISO Tariff governs all aspects of bidding and scheduling of Energy and Ancillary Services on the CAISO Controlled Grid, including (without limitation), the financial and technical criteria for Scheduling Coordinators, bidding, Settlement, information reporting requirements and confidentiality restrictions;
- 2.1.2** It will abide by, and will perform all of the obligations under the CAISO Tariff placed on Scheduling Coordinators in respect of all matters set forth therein including, without limitation, all matters relating to the bidding and scheduling of Energy and Ancillary Services on the CAISO Controlled Grid, obligations regarding Resource Adequacy Plans and other requirements of Section 40 of the CAISO Tariff applicable to Scheduling Coordinators for affected Load Serving Entities, ongoing obligations in respect of scheduling, Settlement, system security policy and procedures to be developed by the CAISO from time to time, billing and payments, confidentiality and dispute resolution;
- 2.1.3** It shall ensure that each UDC, over whose Distribution System Energy or Ancillary Services are to be transmitted in accordance with Bids submitted to the CAISO by the Scheduling Coordinator, enters into a UDC Operating Agreement in accordance with Section 4.4 of the CAISO Tariff;
- 2.1.4** It shall ensure that each Generator for which it submits Bids enters into a Participating Generator Agreement in accordance with Section 4.6 of the CAISO Tariff;
- 2.1.5** It shall have the primary responsibility to the CAISO, as principal, for all Scheduling Coordinator payment obligations under the CAISO Tariff;
- 2.1.6** Its status as a Scheduling Coordinator is at all times subject to the CAISO Tariff.

3. Term and Termination.

- 3.1** This Agreement shall commence on the later of (a) _____ or (b) the date the Scheduling Coordinator is certified by the CAISO as a Scheduling Coordinator.
- 3.2** This Agreement may be terminated in accordance with the provisions of Section 4.5.4.4 and 4.5.4.5 of the CAISO Tariff; provided, however, that any outstanding financial right or obligation or any other right or obligation under the CAISO Tariff of the Scheduling Coordinator that may have arisen under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive such termination until satisfied. The CAISO shall timely file any notice of termination with FERC, if this Agreement has been filed with FERC, or must

California Independent System Operator Corporation
Fifth Replacement Electronic Tariff

otherwise comply with the requirements of FERC rules regarding termination.

4. Settlement Account.

4.1 The Scheduling Coordinator shall maintain at all times an account with a bank capable of Fedwire transfer and, at its option, may also maintain an account capable of ACH transfers, to which credits or debits shall be made in accordance with the billing and Settlement provisions of Section 11 of the CAISO Tariff. Such account shall be the account as notified by the Scheduling Coordinator to the CAISO from time to time by giving at least 20 days written notice before the new account becomes operational, together with all information necessary for the CAISO's processing of a change in that account.

5. Agreement to be bound by CAISO Tariff.

5.1 The CAISO Tariff is incorporated herein and made a part hereof. In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions set forth in the CAISO Tariff, the terms and conditions of the CAISO Tariff shall prevail.

6. Electronic Contracting.

6.1 All submitted applications, schedules, Bids, confirmations, changes to information on file with the CAISO and other communications conducted via electronic transfer (e.g. direct computer link, FTP file transfer, bulletin board, e-mail, facsimile or any other means established by the CAISO) shall have the same legal rights, responsibilities, obligations and other implications as set forth in the terms and conditions of the CAISO Tariff as if executed in written format.

7. Penalties and Sanctions.

7.1 The Scheduling Coordinator shall be subject to all penalties made applicable to Scheduling Coordinators set forth in the CAISO Tariff.

8. Costs.

8.1 The Scheduling Coordinator shall be responsible for all its costs incurred for the purpose of meeting its obligations under this Agreement.

9. Dispute Resolution.

9.1 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 Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

10. Representation and Warranties.

10.1 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.

11. Liability.

11.1 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 Scheduling Coordinator and references to the CAISO Tariff

California Independent System Operator Corporation
Fifth Replacement Electronic Tariff

shall be read as references to this Agreement.

12. Uncontrollable Forces.

12.1 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 Scheduling Coordinator and references to the CAISO Tariff shall be read as references to this Agreement.

13. Miscellaneous.

13.1 Assignments. 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.

13.2 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 Scheduling Coordinator 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 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

13.3 Waivers. Any waiver 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.

13.4 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.

13.5 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.

13.6 Merger. This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

13.7 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

California Independent System Operator Corporation
Fifth Replacement Electronic Tariff

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.

- 13.8 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 Scheduling Coordinator 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.
- 13.9 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 have caused this Agreement to be executed by their respective authorized officials.

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

[Name of Scheduling Coordinator]

By: _____

Name: _____

Title: _____

Date: _____

California Independent System Operator Corporation
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SCHEDULE 1

NOTICES

[Section 7.1]

Scheduling Coordinator

Name of Primary

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

California Independent System Operator Corporation
Fifth Replacement Electronic Tariff

CAISO

Name of Primary

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: _____

Title: _____

Company: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____