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April 1, 2020

VIA E-FILING

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

Re: *EDF Trading North America, LLC, AES Alamitos, LLC, AES Huntington Beach, LLC, and AES Redondo Beach, LLC*
Stipulation and Offer of Settlement
Docket No. ER19-458-000

Dear Secretary Bose:

Pursuant to Rule 602 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“FERC” or “Commission”), 18 C.F.R. § 385.602 (2019), AES Alamitos, LLC, AES Huntington Beach, LLC, AES Redondo Beach, LLC (collectively, the “AES Southland Resources”), EDF Trading North America, LLC (“EDFT”), and the California Independent System Operator Corporation (“CAISO”) (collectively, the “Settling Parties”) respectfully submit this Stipulation and Offer of Settlement (“Settlement” or “Settlement Agreement”).

The Settling Parties are filing the Settlement Agreement as an amendment to the Application to Recover Fuel-Related Costs and Request for Confidential Treatment and Waiver, which was filed in the above-referenced proceeding on November 29, 2018 (the “Fuel Cost Recovery Application”). As discussed below, the Commission has not yet acted on the Fuel Cost Recovery Application and has held this proceeding in abeyance to allow the parties to exchange information and engage in discussions to resolve the disputes regarding the Fuel Cost Recovery Application. Consistent with FERC precedent, the

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Commission should review the changes set forth in the Settlement Agreement as an amendment to the Fuel Cost Recovery Application.¹

The Settling Parties submit that the Settlement Agreement resolves all issues relating to Docket No. ER19-458-000 without the need for further proceedings regarding the issues. The Settling Parties also submit that the Settlement Agreement is in the public interest and request that the Commission approve the Settlement Agreement without modification or condition.

I. BACKGROUND

On November 29, 2018, EDFT, in its role as Scheduling Coordinator for the AES Southland Resources in the CAISO markets, filed the Fuel Cost Recovery Application to recover the actual marginal fuel-related costs incurred by the AES Southland Resources during the period beginning July 20, 2018, and ending August 10, 2018. The Fuel Cost Recovery Application was submitted pursuant to the provisions of Section 30.12 of the CAISO Tariff, which explicitly authorizes a Scheduling Coordinator to submit a filing under Section 205 of the Federal Power Act to seek reimbursement of actual marginal fuel costs under certain conditions. The Fuel Cost Recovery Application also noted that EDFT and the AES Southland Resources reserved their rights to seek recovery under Section 30.11 to the extent that any of the unrecovered costs were deemed recoverable under Section 30.11 instead of Section 30.12.

On December 21, 2018, CAISO filed a motion to intervene and a protest of the Fuel Cost Recovery Application, and the Department of Market Monitoring (“DMM”) of CAISO filed a motion to intervene and comments. No other party protested the Fuel Cost Recovery Application or filed comments in opposition.² On January 7, 2019, EDFT and the AES Southland Resources moved for leave to answer CAISO’s protest and DMM’s comments. On January 24, 2019, CAISO moved for leave to respond to EDFT and AES

¹ *Southwest Power Pool, Inc.*, 158 FERC ¶ 61,090 (2017), *order denying reh’g*, 160 FERC ¶ 61,068 at PP 4-5 & nn.12 & 14 (2017) (“[T]he proposals in the Settlement Offer sought to make unilateral changes to the terms originally proposed in the Initial Filing – which we note, had not yet been acted on by the Commission, but which were still pending before the Commission at the time of the Settlement Offer. Given these circumstances, the Commission properly reviewed the terms filed on November 30, 2016 under FPA section 205.”); *Wisconsin Electric*, 125 FERC ¶ 61,158 at P 10 n.2 (2008) (“While Wisconsin Electric filed these amendments as settlement agreements pursuant to Rule 602(b)(2) of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.602(b)(2) (2008), it should have filed them as, and we are treating them as, filings under section 205 of the Federal Power Act.”); *Devon Power LLC*, 114 FERC ¶ 61,094 at P 10 n.4 (2006) (“The Commission views the December 20 and 23, 2005 submittals as amendments to the underlying November 1, 2005 section 205 filing and not as a settlement under Rule 602.”).

² The Northern California Power Agency, Pacific Gas and Electric Company, and the California Department of Water Resources State Water Project filed timely interventions. The Public Utilities Commission of the State of California and Southern California Edison Company each filed a motion to intervene out-of-time.

Southland Resources' answer and urged the Commission to suspend the procedural schedule to allow the parties to further discuss and possibly resolve issues before the Commission issued an order on the Fuel Cost Recovery Application.

On January 25, 2019, after discussions with CAISO and DMM, EDFT and AES Southland Resources requested that the Commission hold the proceeding in abeyance until April 1, 2019, to allow the parties to exchange information and engage in discussions to resolve the disputes regarding the Fuel Cost Recovery Application. EDFT and AES Southland Resources filed additional motions to hold the proceeding in abeyance, together with reports on the progress of their discussions on April 1, 2019, June 3, 2019, August 8, 2019, October 4, 2019, November 1, 2019, December 30, 2019, and January 31, 2020. During the period the proceeding has been held in abeyance, EDFT, the AES Southland Resources, and CAISO have held telephone conferences and exchanged data subject to Rules 602 and 606 of the Commission's regulations to better understand their respective positions. As stated in the January 31, 2020 report, the parties reached a settlement in principle and needed an additional 60-day suspension to finalize and file settlement documents with the Commission.

II. SETTLEMENT AGREEMENT

The Settlement Agreement resolves all issues among the AES Southland Resources, EDFT, and CAISO regarding the Fuel Cost Recovery Application. As noted above, the Settling Parties are filing the Settlement Agreement as an amendment to the Fuel Cost Recovery Application. Per the requirements of CAISO Tariff Sections 30.11 and 30.12, a filing that a Scheduling Coordinator submits to FERC for the recovery of actual fuel costs must include the following information: (1) data supporting the Scheduling Coordinator's claim to the unrecovered costs it seeks, including invoices related to the unrecovered costs; (2) a description of the resource's participation in any gas pooling arrangements; (3) an explanation of why recovery of the costs is justified; and (4) a copy of the written explanation from the CAISO to the Scheduling Coordinator of any effect that events or circumstances in the CAISO markets and fuel market conditions may have had on the resource's inability to recover the costs on the Trading Day.³ Under Section 3.1 of the Settlement Agreement, the Settling Parties have agreed that the materials included with the Fuel Cost Recovery Application, together with the Settlement Agreement, including the information in Exhibits A, B and C to the Settlement Agreement, satisfy the requirements of Sections 30.11 and 30.12 of the CAISO Tariff for documentation of unrecovered fuel costs.⁴ Therefore, the Commission should review the changes set forth in the Settlement Agreement as an amendment to the Fuel Cost Recovery Application.⁵

³ CAISO Tariff, § 30.12.3.

⁴ Settlement Agreement, § 3.1.

⁵ See *supra* at 1 & n.1.

III. CONTENTS OF THE FILING

The documents included in this filing are:

1. This transmittal letter;
2. The Settlement Agreement; and
3. Exhibits A, B, and C to the Settlement Agreement.

Copies of this filing will be served on all parties to this proceeding.

IV. CONCLUSION

The Settling Parties respectfully request that the Commission approve the Settlement Agreement without condition or modification. The Settlement resolves all issues in this proceeding in a fair and reasonable manner and is in the public interest.⁶

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Respectfully submitted,

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⁶ 18 C.F.R. § 385.602(g)(3).

The Honorable Kimberly D. Bose
April 1, 2020
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Enclosures

Cc: All parties of record

SETTLEMENT AGREEMENT

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

EDF Trading North America, LLC,)
on behalf of:)
)
AES Alamitos, LLC)
AES Huntington Beach, LLC and)
AES Redondo Beach, LLC)
)

Docket No. ER19-458-000

STIPULATION AND OFFER OF SETTLEMENT

Pursuant to Rule 602 of the Rules and Regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”), 18 C.F.R. § 385.602 (2019), AES Alamitos, LLC (“AES Alamitos”), AES Huntington Beach, LLC (“AES Huntington Beach”), AES Redondo Beach, LLC (“AES Redondo Beach”) (collectively, the “AES Southland Resources”), EDF Trading North America, LLC (“EDFT”), and the California Independent System Operator Corporation (“CAISO”) respectfully submit this Stipulation and Offer of Settlement (“Settlement” or “Settlement Agreement”) to resolve all issues in the above-referenced proceeding.

**ARTICLE I
PROCEDURAL BACKGROUND**

On November 29, 2018, EDFT, in its role as Scheduling Coordinator¹ for the AES Southland Resources in the CAISO markets, filed an application to recover the actual marginal fuel-related costs incurred by the AES Southland Resources during the period beginning July 20, 2018, and ending August 10, 2018 (the “Fuel Cost Recovery Application” or “Application”). The Fuel Cost Recovery Application was submitted pursuant to the provisions of Section 30.12 of the CAISO Tariff, which explicitly authorize a Scheduling Coordinator to submit a filing under

¹ Capitalized terms not otherwise defined herein have the meanings set forth in Appendix A to the CAISO Tariff.

Section 205 of the Federal Power Act to seek reimbursement of actual marginal fuel costs under certain conditions: (1) when the resource's energy bids are mitigated to the resource's Default Energy Bid or the competitive locational marginal price ("LMP"); (2) if the resource is issued an Exceptional Dispatch and is settled at the greater of the applicable Default Energy Bid or resource-specific LMP, either because it is mitigated subject to CAISO Tariff Section 39.10 or because it did not submit a bid; (3) when the Scheduling Coordinator is required by FERC order to submit bids capped at an applicable Default Energy Bid; or (4) for intervals when the CAISO generates cost based bids on behalf of the resource.

The Application explained that during the time period beginning on July 20, 2018, and continuing through August 10, 2018, CAISO experienced its peak demand and higher than normal gas prices. The Application stated that, during this time, CAISO committed the AES Southland Resources to operate subject to mitigated Default Energy Bids which were based upon a proxy fuel price that did not reflect the actual natural gas costs incurred by AES Southland Resources. The Application requested reimbursement of unrecovered fuel costs in the amount of \$8,774,791. Pursuant to Section 30.12 of the CAISO Tariff, the Application requested reimbursement of the unrecovered fuel costs on behalf of the AES Southland Resources, and further requested that the Commission direct the CAISO to provide such reimbursement. The Application also noted that if any costs identified in the Application were recoverable under Section 30.11, then the parties to the Application reserved their rights to recover the costs under that tariff provision, which also relates to unrecovered fuel procurement costs.

The Commission's Notice of Filings set a comment due date of December 21, 2018, for the Application. Motions to intervene without substantive comment were timely filed by The Northern California Power Agency, Pacific Gas and Electric Company, the California Department

of Water Resources State Water Project. On December 27, 2018, the Public Utilities Commission of the State of California filed a motion to intervene out of time and, on December 31, 2018, Southern California Edison Company filed a motion to intervene out of time. On December 21, 2018, CAISO filed a motion to intervene and protest (“CAISO Protest”), and the Department of Market Monitoring for CAISO (“DMM”) filed a motion to intervene and comments (“DMM Comments”).

On January 7, 2019, the AES Southland Resources filed a motion for leave to answer and answer (“AES Answer”) to the CAISO Protest and the DMM Comments. On January 24, 2019, CAISO filed a motion for leave to answer and answer to the AES Answer. In its answer, CAISO responded to the AES Answer and urged the Commission to suspend the procedural schedule to allow the parties to further discuss and possibly resolve issues, before the Commission issued an order on the Application.

On January 25, 2019, EDFT and the AES Southland Resources filed a motion requesting that the Commission hold the proceeding in abeyance until April 1, 2019, to allow EDFT and the AES Southland Resources the opportunity to exchange information and engage in discussions with CAISO in an attempt to resolve the disputes between them. EDFT and the AES Southland Resources filed additional motions to hold the proceeding in abeyance, together with reports on the progress of their discussions, on April 1, June 3, August 8, October 4, November 1, December 30, 2019, and January 31, 2020. Throughout the period during which the proceeding has been held in abeyance, EDFT, the AES Southland Resources and CAISO have held telephone conferences and exchanged data subject to Rules 602 and 606 of the Commission’s regulations, to better understand their respective positions. In their most recent reports, EDFT and the AES

Southland Resources reported that they appeared to be close to a settlement in principle with CAISO.

ARTICLE II SCOPE OF SETTLEMENT

2.1. This Settlement Agreement resolves all issues among the AES Southland Resources, EDFT, and CAISO (collectively, the “Settling Parties”) regarding the Application in Docket No. ER19-458-000. This Settlement Agreement also addresses certain missing settlement data in CAISO’s market settlement process that affected compensation of the AES Southland Resources during the period beginning July 20, 2018 and ending August 10, 2018 (“Review Period”).

ARTICLE III TERMS OF SETTLEMENT

3.1. Unrecovered Fuel Costs. The Settling Parties agree that for the following five Trading Days, at least one of the AES Southland Resources experienced fuel procurement costs that could not be recovered through CAISO market revenues: July 23, 2018; July 25, 2018; July 28, 2018; August 3, 2018; and August 8, 2018. Exhibit A provides details regarding the relevant dates, resource, proxy fuel price used in the CAISO markets, and demonstrated fuel price that led to unrecovered costs. The “Proxy Fuel Price (\$/MMBtu)” column of Exhibit A reflects the reference price plus 10 percent adder that was used in the CAISO processes. The “Demonstrated Fuel Price (\$/MMBtu)” column of Exhibit A reflects the fuel prices that AES and EDFT were able to demonstrate they incurred; these values do not reflect any percent adders. The minimum approximate unrecovered fuel costs created by use of the proxy fuel price is \$665,396 for the AES Southland Resources on those five days. The CAISO is incapable of making precise offline calculations of the results its financial settlements software would produce with changed inputs, such as higher fuel prices for specific generators. The only reliable method of making counterfactual calculations is to produce an actual settlement run with the changed variables. Such

an approach could change the settlements for all Scheduling Coordinators in the CAISO market. Because of these inherent limitations, the Settling Parties only have an estimate of the additional costs that would be recovered through the CAISO markets with the demonstrated above-proxy fuel prices. Instead, the Settling Parties agree that the demonstrated above-proxy fuel prices result in higher Start-Up Costs, Minimum Load Costs, and Default Energy Bids. The details of those higher parameter values are reflected in Exhibit B. The Settling Parties agree that at the next available opportunity consistent with the CAISO's financial settlements processes, the CAISO will utilize those higher Start-Up Costs, Minimum Load Costs, and Default Energy Bids in generating Recalculation Settlement Statements for the impacted AES Southland Resources. Further, the Settling Parties agree that the CAISO will utilize these higher values for all Charge Codes on Recalculation Settlement Statements. These changes will be reflected on the Recalculation Settlement Statement T+33M or shortly thereafter. The Settling Parties agree that the CAISO only will change the relevant inputs to its financial settlements software that will generate the Recalculation Settlement Statements; the CAISO does not guarantee any specific outcome when it generates the Recalculation Settlement Statements. The Settling Parties agree that the materials included with the Application, together with this Settlement Agreement, including the information in Exhibits A and B, satisfy the requirements of Sections 30.11 and 30.12 of the CAISO Tariff for documentation of unrecovered fuel costs.

3.2. Settlement Adjustments. During the course of their discussions, the Settling Parties determined that part of the AES Southland Resources' revenue shortfall identified in the Application as unrecovered fuel costs was the result of missing data in the CAISO market settlement process for the AES Southland Resources during the Review Period. The Settling Parties agree to resolve the settlement adjustments as described below.

3.2.1. Exceptional Dispatch Settlement Price Adjustments. Pursuant to Section 11.5.6.7.2 of the CAISO Tariff, the settlement price for Exceptional Dispatch Energy from a resource that is subject to Mitigation Measures, as the AES Southland Resources were, is the higher of (a) the Default Energy Bid price or (b) the Resource-Specific Settlement Interval LMP. In certain instances, the Default Energy Bids for the AES Southland Resources reflected in the CAISO settlement statements omitted Start-Up Cost and Minimum Load Cost (“Commitment Cost”) values from the Master File associated with the AES Southland Resources, which caused the affected AES Southland Resources to receive an LMP settlement price despite the fact that the LMP price was lower than the correctly-calculated Default Energy Bid. Specifically, this issue affected the calculation of the July 23, 2018, settlement price for Huntington Beach Unit 1, the July 24, 2018, settlement price for Alamitos Unit 5, and the August 10, 2018, settlement price for Redondo Beach Unit 8. The omissions of the Commitment Costs occurred in CAISO’s systems. The estimated aggregate shortfall experienced by the AES Southland Units due to these omissions on July 23, July 24, and August 10 is \$1,761,341. The “Estimated Exceptional Dispatch Settlement Price Adjustments” column of Exhibit C provides details of the estimated impact from this issue.

3.2.2. Bid Cost Recovery Settlement Adjustments.

Under certain circumstances, CAISO market participants are eligible to receive Bid Cost Recovery through the process described in Section 11.8 of the CAISO Tariff, which generally provides for Bid Cost Recovery payments when market participants do not recover their energy bid costs and Commitment Costs through their market revenues. In evaluating the eligibility of the AES Southland Resources for Bid Cost Recovery, there were instances throughout the Review Period where the Commitment Costs of the AES Southland Resources were not reflected in the

CAISO settlement software. As a result, the eligibility of the AES Southland Resources for Bid Cost Recovery was not calculated correctly. The aggregate Commitment Costs that were omitted from the Bid Cost Recovery process over the Review Period is \$2,947,918.60. The “Bid Cost Recovery Settlement Adjustments” column of Exhibit C provides details of the Commitment Costs that were excluded improperly from the initial Bid Cost Recovery calculations for the AES Southland Resources. These values are not estimates of funds that will be credited directly to EDFT on Recalculation Settlement Statements for the AES Southland Resources. Instead they are final input values for additional costs that should have been included in Bid Cost Recovery calculations for the AES Southland Resources.

3.2.3. Resolution of Settlement Adjustments.

During the existing market settlement timeline of its settlement process, CAISO will use the applicable correct values for the AES Southland Resources’ Commitment Costs in generating Recalculation Settlement Statements to address the Exceptional Dispatch Adjustments and Bid Cost Recovery Settlement Adjustments discussed in Sections 3.2.1 and 3.2.2, and to ensure that the AES Southland Resources are correctly compensated in final settlements. Some of the relevant settlement adjustments already have been made on Recalculation Settlement Statements T+18M, whereas others are anticipated for future Recalculation Settlement Statements T+18M or Recalculation Settlement Statements T+33M. Whether the adjustments already have been made or are outstanding, the Settling Parties understand that the CAISO only will change the relevant inputs to its financial settlements software that will generate the Recalculation Settlement Statements; the CAISO does not guarantee any specific outcome when it generates the Recalculation Settlement Statements.

3.2.4. Additional Exceptional Dispatch Mitigation Issues.

CAISO has identified certain additional errors in its mitigation of Exceptional Dispatch prices in its markets during a time period that includes the Review Period, as discussed in a September 5, 2019 Market Performance and Planning Forum presentation by CAISO. CAISO may seek to correct affected settlements during its resettlement process. The Settling Parties agree that issues related to erroneous mitigation of Exceptional Dispatch prices and any related corrections by CAISO are outside the scope of this Settlement Agreement. The Settling Parties agree that, to the extent AES disagrees with any re-settlement of invoices related to erroneous mitigation of Exceptional Dispatch prices, AES, through its Scheduling Coordinator EDFT, may timely challenge such re-settlements pursuant to the billing dispute provisions of the CAISO Tariff.

ARTICLE IV STANDARD OF REVIEW

4.1. The standard of review for any change to this Settlement Agreement proposed by a Settling Party shall be the “public interest” application of the just and reasonable standard set forth in *United Gas Pipe Line Co. v. Mobile Gas Serv. Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), as clarified in *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish County, Washington*, 128 S. Ct. 2733, 171 L. Ed. 2d 607 (2008) and refined in *NRG Power Mktg. v. Maine Pub. Utils. Comm’n*, 130 S. Ct. 693, 700 (2010). The just and reasonable standard of review (rather than the “public interest” standard), as clarified in *Morgan Stanley Capital Group Inc. v. Public Util. Dist. No. 1 of Snohomish County, Washington*, 128 S. Ct. 2733, 171 L. Ed. 2d 607 (2008), applies to changes to the Settlement Agreement sought by the Commission acting *sua sponte* or at the request of a non-Settling Party or non-party to this proceeding.

**ARTICLE V
EFFECTIVE DATE**

5.1. This Settlement is expressly contingent on the acceptance or approval of the Settlement by the Commission, without condition or modification. This Settlement Agreement shall become effective upon a final order of the Commission approving this Settlement Agreement without condition or modification, or, if approved with condition or modification, if no Settling Party files notice with the Commission in accordance with this Section 5.1. If the Commission should by its order on this Settlement Agreement condition its approval of this Settlement Agreement or require modification of the Settlement Agreement, any Settling Party may notify the other Settling Parties within fifteen days of the issuance of such order that it does not agree to this Settlement Agreement as so conditioned or modified. In such event, the Settling Parties shall meet or confer within ten business days after such notification is provided to negotiate in good faith to reach a revised agreement or otherwise address the concerns of the Settling Parties. If a revised agreement cannot be reached and the concerns of the Settling Parties cannot otherwise be adequately addressed within five business days of such meeting or conference (unless mutually extended by the Settling Parties), the Settlement Agreement shall be of no force and effect and the objecting Settling Party shall so inform the Commission. Any Settling Party that does not so communicate its objections shall be deemed to have waived all objections. For purposes of this Settlement Agreement, an order shall be deemed a “final order” as of the date that rehearing is denied by the Commission, or if rehearing is not sought, the day following the date by which any request for rehearing would have been required to be filed with the Commission.

**ARTICLE VI
MISCELLANEOUS**

6.1. This Settlement Agreement shall not be deemed in any respect to constitute an admission by any Settling Party that any allegation or contention made or contained in this proceeding is true

or valid or untrue or invalid. The approval or acceptance of the Settlement Agreement by the Commission shall not in any respect constitute a determination by the Commission as to the merits of any allegations or contentions made in this proceeding.

6.2. The discussions that resulted in the Settlement Agreement were conducted with the explicit understanding, pursuant to Rule 602 of the Commission's Rules of Practice and Procedure, that all such discussions are and shall be privileged, shall be without prejudice to the position of any party or any participant presenting such offer or participating in any such discussions, and are not to be used in any manner in this proceeding or otherwise, except as specifically noted in the Settlement Agreement or in an action to enforce the Settlement Agreement after its acceptance or approval by the Commission.

6.3. The Settlement Agreement is intended to relate only to the specific matters referred to herein. Except as specifically provided for this Settlement Agreement, nothing in the Settlement Agreement shall determine or constitute a ratemaking principle binding on the Settling Parties in the future, and no Settling Party shall be deemed to have approved, accepted, agreed, or consented for purposes other than this proceeding to any specific ratemaking methodology or principle, accounting treatment, or level of expense or revenue.

6.4. It is the intent of the Settling Parties that no element of this Settlement Agreement or the attached documents constitutes a "settled practice" as that term was interpreted in *Public Service Comm'n of New York v. FERC*, 642 F.2d 1335 (D.C. Cir. 1980). Except as otherwise provided in this Settlement Agreement, nothing in this Settlement Agreement or the attached documents shall impair, diminish, or restrain the rights of the Settling Parties or the Commission, under Sections 205 and 206 of the FPA.

6.5. This Settlement Agreement, including the appendices hereto, constitutes the entire agreement among the Settling Parties with respect to the subject matter addressed herein, and supersedes any and all prior or contemporaneous representations, agreements, instruments, and understandings among them, whether written or oral. There are no oral understandings, terms, or conditions, and none of the Settling Parties have relied upon any representation, express or implied, not contained in this Settlement Agreement.

6.6. Each Settling Party shall cooperate with and support, and shall not take any action inconsistent with (1) the filing of this Settlement Agreement with the Commission; and (2) efforts to obtain Commission acceptance or approval of this Settlement Agreement. No Settling Party shall take any actions that are inconsistent with the provisions of this Settlement Agreement.

6.7. No provisions of this Settlement Agreement may be waived as to any Settling Party except through a writing signed by an authorized representative of the waiving Settling Party. Waiver of any provision of this Settlement Agreement by a Settling Party shall not be deemed to waive any other provision or to be a waiver of any other Settling Party.

6.8. This Settlement Agreement is binding upon and for the benefit of the Settling Parties and their successors and assigns.

6.9. Each person executing this Settlement Agreement on behalf of a Settling Party represents and warrants that he or she is duly authorized and empowered to act on behalf of, and to authorize this Settlement Agreement to be executed on behalf of, the Settling Party that he or she represents.

6.10. This Settlement Agreement is the result of negotiations among the Settling Parties and has been subject to review by each Settling Party and its respective counsel. Therefore, this Settlement Agreement shall be deemed the product of each Settling Party and no ambiguity in this Settlement Agreement shall be construed in favor of, or against, any Settling Party.

6.11. Section headings are used in this Settlement Agreement solely for convenience of reference and shall not be used to interpret or modify the Settlement Agreement.

6.12. The Settlement Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

IN WITNESS WHEREOF the Settling Parties, each acting on its own behalf or through an authorized representative, have caused this agreement to be executed this 1st day of April, 2020.

AES Alamos, LLC

By: /s/ Matthew Walz
Title: Chief Commercial Officer, U.S. SBU
Date: April 1, 2020

AES Huntington Beach, LLC

By: /s/ Matthew Walz
Title: Chief Commercial Officer, U.S. SBU
Date: April 1, 2020

AES Redondo Beach, LLC

By: /s/ Matthew Walz
Title: Chief Commercial Officer, U.S. SBU
Date: April 1, 2020

EDF Trading North America, LLC

By: /s/ Jason Cox
Title: Director, Regulatory Affairs
Date: April 1, 2020

California Independent System Operator Corporation

By: /s/ Eric Schmitt
Title: Vice President, Operations
Date: April 1, 2020

EXHIBIT A

Exhibit A

Trade Date	Resource Name	Proxy Fuel Price (\$/MMBtu)*	Demonstrated Fuel Price (\$/MMBtu)[†]
7/23/2018	ALAMIT_7_UNIT 2	\$15.11	\$22.53
7/23/2018	ALAMIT_7_UNIT 3	\$15.11	\$22.95
7/23/2018	ALAMIT_7_UNIT 4	\$15.11	\$23.72
7/23/2018	ALAMIT_7_UNIT 5	\$15.11	\$22.30
7/23/2018	ALAMIT_7_UNIT 6	\$15.11	\$22.30
7/23/2018	HNTGBH_7_UNIT 1	\$16.06	\$22.93
7/23/2018	HNTGBH_7_UNIT 2	\$16.06	\$23.67
7/23/2018	REDOND_7_UNIT 5	\$15.83	\$21.24
7/23/2018	REDOND_7_UNIT 6	\$15.83	\$21.24
7/23/2018	REDOND_7_UNIT 7	\$15.83	\$21.74
7/23/2018	REDOND_7_UNIT 8	\$15.83	\$21.51
7/25/2018	ALAMIT_7_UNIT 5	\$20.77	\$22.30
7/25/2018	ALAMIT_7_UNIT 6	\$20.77	\$22.30
7/25/2018	REDOND_7_UNIT 7	\$21.76	\$23.51
7/25/2018	REDOND_7_UNIT 8	\$21.76	\$22.84
7/28/2018	ALAMIT_7_UNIT 3	\$9.76	\$12.81
7/28/2018	ALAMIT_7_UNIT 5	\$9.76	\$10.83
7/28/2018	ALAMIT_7_UNIT 6	\$9.76	\$10.83
7/28/2018	HNTGBH_7_UNIT 1	\$10.38	\$10.75
7/28/2018	HNTGBH_7_UNIT 2	\$10.38	\$10.72
8/3/2018	ALAMIT_7_UNIT 3	\$15.02	\$15.11
8/3/2018	ALAMIT_7_UNIT 4	\$15.02	\$15.26
8/3/2018	ALAMIT_7_UNIT 5	\$15.02	\$16.42
8/8/2018	ALAMIT_7_UNIT 1	\$16.64	\$17.04
8/8/2018	ALAMIT_7_UNIT 2	\$16.64	\$17.09
8/8/2018	ALAMIT_7_UNIT 3	\$16.64	\$16.72
8/8/2018	ALAMIT_7_UNIT 4	\$16.64	\$16.85
8/8/2018	ALAMIT_7_UNIT 5	\$16.64	\$17.26
8/8/2018	REDOND_7_UNIT 5	\$17.44	\$18.61
8/8/2018	REDOND_7_UNIT 6	\$17.44	\$17.68
8/8/2018	REDOND_7_UNIT 7	\$17.44	\$18.45
8/8/2018	REDOND_7_UNIT 8	\$17.44	\$18.12

*These values include the applicable reference fuel prices plus the 10 percent adder.

[†]These values reflect the demonstrated fuel price but do not include any adders.

EXHIBIT B

EXHIBIT B

Trade date	Resource Name	Segment/Name ID (for SUC & DEB)	Parameter	Original Value	Recalculated Value
7/23/2018	ALAMIT_7_UNIT 2	N/A	Minimum Load Coast	\$4,320.64	\$6,909.79
7/23/2018	ALAMIT_7_UNIT 2	1	Start-Up Cost	\$24,950.16	\$32,857.05
7/23/2018	ALAMIT_7_UNIT 2	2	Start-Up Cost	\$39,593.08	\$55,406.85
7/23/2018	ALAMIT_7_UNIT 3	1	Default Energy Bid (on peak)	\$150.14	\$220.86
7/23/2018	ALAMIT_7_UNIT 3	2	Default Energy Bid (on peak)	\$151.39	\$222.71
7/23/2018	ALAMIT_7_UNIT 3	3	Default Energy Bid (on peak)	\$156.15	\$229.77
7/23/2018	ALAMIT_7_UNIT 3	4	Default Energy Bid (on peak)	\$163.25	\$240.31
7/23/2018	ALAMIT_7_UNIT 3	5	Default Energy Bid (on peak)	\$163.25	\$240.31
7/23/2018	ALAMIT_7_UNIT 4	1	Default Energy Bid (on peak)	\$143.97	\$218.45
7/23/2018	ALAMIT_7_UNIT 4	2	Default Energy Bid (on peak)	\$146.12	\$221.74
7/23/2018	ALAMIT_7_UNIT 4	3	Default Energy Bid (on peak)	\$149.66	\$227.16
7/23/2018	ALAMIT_7_UNIT 4	4	Default Energy Bid (on peak)	\$155.32	\$235.84
7/23/2018	ALAMIT_7_UNIT 4	5	Default Energy Bid (on peak)	\$155.32	\$235.84
7/23/2018	ALAMIT_7_UNIT 5_C1	1	Default Energy Bid (on peak)	\$254.91	\$366.08
7/23/2018	ALAMIT_7_UNIT 5_C1	2	Default Energy Bid (on peak)	\$254.91	\$366.08
7/23/2018	ALAMIT_7_UNIT 5_C1	N/A	Minimum Load Coast	\$16,217.50	\$25,622.77
7/23/2018	ALAMIT_7_UNIT 5_C1	1	Start-Up Cost	\$118,240.74	\$166,162.60
7/23/2018	ALAMIT_7_UNIT 5_C1	2	Start-Up Cost	\$160,199.80	\$228,659.60
7/23/2018	ALAMIT_7_UNIT 5_C2	1	Default Energy Bid (on peak)	\$148.33	\$212.26
7/23/2018	ALAMIT_7_UNIT 5_C2	2	Default Energy Bid (on peak)	\$148.33	\$212.26
7/23/2018	ALAMIT_7_UNIT 5_C2	N/A	Minimum Load Coast	\$27,124.90	\$42,794.07
7/23/2018	ALAMIT_7_UNIT 5_C3	1	Default Energy Bid (on peak)	\$146.58	\$209.73
7/23/2018	ALAMIT_7_UNIT 5_C3	2	Default Energy Bid (on peak)	\$146.58	\$209.73
7/23/2018	ALAMIT_7_UNIT 5_C3	N/A	Minimum Load Coast	\$31,185.16	\$49,185.64
7/23/2018	ALAMIT_7_UNIT 5_C4	1	Default Energy Bid (on peak)	\$145.75	\$208.54
7/23/2018	ALAMIT_7_UNIT 5_C4	2	Default Energy Bid (on peak)	\$145.75	\$208.54
7/23/2018	ALAMIT_7_UNIT 5_C4	N/A	Minimum Load Coast	\$69,829.43	\$110,010.20
7/23/2018	ALAMIT_7_UNIT 6_C1	1	Default Energy Bid (on peak)	\$247.24	\$355.01
7/23/2018	ALAMIT_7_UNIT 6_C1	2	Default Energy Bid (on peak)	\$247.24	\$355.01
7/23/2018	ALAMIT_7_UNIT 6_C1	N/A	Minimum Load Coast	\$15,729.56	\$24,847.90
7/23/2018	ALAMIT_7_UNIT 6_C1	1	Start-Up Cost	\$118,052.83	\$165,974.69
7/23/2018	ALAMIT_7_UNIT 6_C1	2	Start-Up Cost	\$160,011.89	\$228,471.69
7/23/2018	ALAMIT_7_UNIT 6_C2	1	Default Energy Bid (on peak)	\$141.06	\$201.76
7/23/2018	ALAMIT_7_UNIT 6_C2	2	Default Energy Bid (on peak)	\$141.06	\$201.76
7/23/2018	ALAMIT_7_UNIT 6_C2	N/A	Minimum Load Coast	\$25,917.78	\$40,877.11
7/23/2018	ALAMIT_7_UNIT 6_C3	1	Default Energy Bid (on peak)	\$149.19	\$213.50
7/23/2018	ALAMIT_7_UNIT 6_C3	2	Default Energy Bid (on peak)	\$149.19	\$213.50
7/23/2018	ALAMIT_7_UNIT 6_C3	N/A	Minimum Load Coast	\$29,744.48	\$46,897.76
7/23/2018	ALAMIT_7_UNIT 6_C4	1	Default Energy Bid (on peak)	\$154.35	\$220.95
7/23/2018	ALAMIT_7_UNIT 6_C4	2	Default Energy Bid (on peak)	\$154.35	\$220.95
7/23/2018	ALAMIT_7_UNIT 6_C4	N/A	Minimum Load Coast	\$69,090.28	\$108,836.23
7/23/2018	HNTGBH_7_UNIT 1_C1	1	Default Energy Bid (on peak)	\$279.12	\$388.85
7/23/2018	HNTGBH_7_UNIT 1_C1	2	Default Energy Bid (on peak)	\$279.12	\$388.85
7/23/2018	HNTGBH_7_UNIT 1_C1	N/A	Minimum Load Coast	\$5,064.26	\$7,767.12
7/23/2018	HNTGBH_7_UNIT 1_C1	1	Start-Up Cost	\$26,249.14	\$31,664.19
7/23/2018	HNTGBH_7_UNIT 1_C1	2	Start-Up Cost	\$40,972.74	\$53,469.00
7/23/2018	HNTGBH_7_UNIT 1_C2	1	Default Energy Bid (on peak)	\$158.30	\$219.95
7/23/2018	HNTGBH_7_UNIT 1_C2	2	Default Energy Bid (on peak)	\$163.96	\$227.87
7/23/2018	HNTGBH_7_UNIT 1_C2	3	Default Energy Bid (on peak)	\$171.17	\$237.95
7/23/2018	HNTGBH_7_UNIT 1_C2	4	Default Energy Bid (on peak)	\$171.17	\$237.95
7/23/2018	HNTGBH_7_UNIT 1_C2	N/A	Minimum Load Coast	\$11,501.91	\$17,606.83
7/23/2018	HNTGBH_7_UNIT 2_C1	1	Default Energy Bid (on peak)	\$287.62	\$413.04
7/23/2018	HNTGBH_7_UNIT 2_C1	2	Default Energy Bid (on peak)	\$287.62	\$413.04
7/23/2018	HNTGBH_7_UNIT 2_C1	N/A	Minimum Load Coast	\$5,218.76	\$8,250.94
7/23/2018	HNTGBH_7_UNIT 2_C1	1	Start-Up Cost	\$26,252.30	\$32,145.14
7/23/2018	HNTGBH_7_UNIT 2_C1	2	Start-Up Cost	\$40,975.90	\$54,574.75

Trade date	Resource Name	Segment/Name ID (for SUC & DEB)	Parameter	Original Value	Recalculated Value
7/23/2018	HNTGBH_7_UNIT 2_C2		1 Default Energy Bid (on peak)	\$164.04	\$234.94
7/23/2018	HNTGBH_7_UNIT 2_C2		2 Default Energy Bid (on peak)	\$172.62	\$247.32
7/23/2018	HNTGBH_7_UNIT 2_C2		3 Default Energy Bid (on peak)	\$172.62	\$247.32
7/23/2018	HNTGBH_7_UNIT 2_C2	N/A	Minimum Load Coast	\$11,607.70	\$18,313.75
7/23/2018	REDOND_7_UNIT 5	N/A	Minimum Load Coast	\$4,382.55	\$6,343.11
7/23/2018	REDOND_7_UNIT 5		1 Start-Up Cost	\$25,780.02	\$31,945.74
7/23/2018	REDOND_7_UNIT 5		2 Start-Up Cost	\$49,459.31	\$65,216.16
7/23/2018	REDOND_7_UNIT 6	N/A	Minimum Load Coast	\$5,123.92	\$7,416.71
7/23/2018	REDOND_7_UNIT 6		1 Start-Up Cost	\$25,535.16	\$31,695.84
7/23/2018	REDOND_7_UNIT 6		2 Start-Up Cost	\$40,763.08	\$53,084.45
7/23/2018	REDOND_7_UNIT 7_C1		1 Default Energy Bid (on peak)	\$153.36	\$205.26
7/23/2018	REDOND_7_UNIT 7_C1		2 Default Energy Bid (on peak)	\$153.36	\$205.26
7/23/2018	REDOND_7_UNIT 7_C1	N/A	Minimum Load Coast	\$23,630.64	\$34,857.15
7/23/2018	REDOND_7_UNIT 7_C1		1 Start-Up Cost	\$202,937.05	\$277,922.13
7/23/2018	REDOND_7_UNIT 7_C1		2 Start-Up Cost	\$223,550.31	\$308,092.31
7/23/2018	REDOND_7_UNIT 7_C2		1 Default Energy Bid (on peak)	\$149.51	\$200.06
7/23/2018	REDOND_7_UNIT 7_C2		2 Default Energy Bid (on peak)	\$149.51	\$200.06
7/23/2018	REDOND_7_UNIT 7_C2	N/A	Minimum Load Coast	\$30,497.37	\$44,967.28
7/23/2018	REDOND_7_UNIT 7_C3		1 Default Energy Bid (on peak)	\$122.21	\$163.25
7/23/2018	REDOND_7_UNIT 7_C3		2 Default Energy Bid (on peak)	\$122.21	\$163.25
7/23/2018	REDOND_7_UNIT 7_C3	N/A	Minimum Load Coast	\$69,909.01	\$102,989.75
7/23/2018	REDOND_7_UNIT 8_C1		1 Default Energy Bid (on peak)	\$149.00	\$197.34
7/23/2018	REDOND_7_UNIT 8_C1		2 Default Energy Bid (on peak)	\$149.00	\$197.34
7/23/2018	REDOND_7_UNIT 8_C1	N/A	Minimum Load Coast	\$23,583.21	\$34,430.60
7/23/2018	REDOND_7_UNIT 8_C1		1 Start-Up Cost	\$202,300.54	\$274,901.69
7/23/2018	REDOND_7_UNIT 8_C1		2 Start-Up Cost	\$222,913.80	\$304,768.03
7/23/2018	REDOND_7_UNIT 8_C2		1 Default Energy Bid (on peak)	\$146.53	\$194.04
7/23/2018	REDOND_7_UNIT 8_C2		2 Default Energy Bid (on peak)	\$146.53	\$194.04
7/23/2018	REDOND_7_UNIT 8_C2	N/A	Minimum Load Coast	\$30,327.71	\$44,258.16
7/23/2018	REDOND_7_UNIT 8_C3		1 Default Energy Bid (on peak)	\$137.05	\$181.40
7/23/2018	REDOND_7_UNIT 8_C3		2 Default Energy Bid (on peak)	\$137.05	\$181.40
7/23/2018	REDOND_7_UNIT 8_C3	N/A	Minimum Load Coast	\$68,951.54	\$100,532.29
7/25/2018	ALAMIT_7_UNIT 5_C1		1 Default Energy Bid (on peak)	\$343.72	\$366.07
7/25/2018	ALAMIT_7_UNIT 5_C1		2 Default Energy Bid (on peak)	\$343.72	\$366.07
7/25/2018	ALAMIT_7_UNIT 5_C2		1 Default Energy Bid (on peak)	\$199.51	\$212.28
7/25/2018	ALAMIT_7_UNIT 5_C2		2 Default Energy Bid (on peak)	\$199.51	\$212.28
7/25/2018	ALAMIT_7_UNIT 5_C3		1 Default Energy Bid (on peak)	\$197.13	\$209.75
7/25/2018	ALAMIT_7_UNIT 5_C3		2 Default Energy Bid (on peak)	\$197.13	\$209.75
7/25/2018	ALAMIT_7_UNIT 5_C4		1 Default Energy Bid (on peak)	\$196.02	\$208.56
7/25/2018	ALAMIT_7_UNIT 5_C4		2 Default Energy Bid (on peak)	\$196.02	\$208.56
7/25/2018	ALAMIT_7_UNIT 6_C1		1 Default Energy Bid (on peak)	\$333.34	\$355.00
7/25/2018	ALAMIT_7_UNIT 6_C1		2 Default Energy Bid (on peak)	\$333.34	\$355.00
7/25/2018	ALAMIT_7_UNIT 6_C2		1 Default Energy Bid (on peak)	\$189.67	\$201.78
7/25/2018	ALAMIT_7_UNIT 6_C2		2 Default Energy Bid (on peak)	\$189.67	\$201.78
7/25/2018	ALAMIT_7_UNIT 6_C3		1 Default Energy Bid (on peak)	\$200.67	\$213.52
7/25/2018	ALAMIT_7_UNIT 6_C3		2 Default Energy Bid (on peak)	\$200.67	\$213.52
7/25/2018	ALAMIT_7_UNIT 6_C4		1 Default Energy Bid (on peak)	\$207.65	\$220.97
7/25/2018	ALAMIT_7_UNIT 6_C4		2 Default Energy Bid (on peak)	\$207.65	\$220.97
7/25/2018	REDOND_7_UNIT 7_C1		1 Default Energy Bid (on peak)	\$206.45	\$221.10
7/25/2018	REDOND_7_UNIT 7_C1		2 Default Energy Bid (on peak)	\$206.45	\$221.10
7/25/2018	REDOND_7_UNIT 7_C2		1 Default Energy Bid (on peak)	\$201.24	\$215.50
7/25/2018	REDOND_7_UNIT 7_C2		2 Default Energy Bid (on peak)	\$201.24	\$215.50
7/25/2018	REDOND_7_UNIT 7_C3		1 Default Energy Bid (on peak)	\$164.26	\$175.80
7/25/2018	REDOND_7_UNIT 7_C3		2 Default Energy Bid (on peak)	\$164.26	\$175.80
7/25/2018	REDOND_7_UNIT 8_C1		1 Default Energy Bid (on peak)	\$200.54	\$208.93
7/25/2018	REDOND_7_UNIT 8_C1		2 Default Energy Bid (on peak)	\$200.54	\$208.93
7/25/2018	REDOND_7_UNIT 8_C2		1 Default Energy Bid (on peak)	\$197.19	\$205.43

Trade date	Resource Name	Segment/Name ID (for SUC & DEB)	Parameter	Original Value	Recalculated Value
7/25/2018	REDOND_7_UNIT 8_C2		2 Default Energy Bid (on peak)	\$197.19	\$205.43
7/25/2018	REDOND_7_UNIT 8_C3		1 Default Energy Bid (on peak)	\$184.36	\$192.04
7/25/2018	REDOND_7_UNIT 8_C3		2 Default Energy Bid (on peak)	\$184.36	\$192.04
7/28/2018	ALAMIT_7_UNIT 3		1 Start-Up Cost	\$31,070.43	\$35,013.79
7/28/2018	ALAMIT_7_UNIT 3		2 Start-Up Cost	\$49,827.59	\$60,474.67
7/28/2018	ALAMIT_7_UNIT 3	N/A	Minimum Load Coast	\$4,303.13	\$6,029.53
7/28/2018	ALAMIT_7_UNIT 5_C1		1 Default Energy Bid (on peak)	\$170.80	\$185.92
7/28/2018	ALAMIT_7_UNIT 5_C1		2 Default Energy Bid (on peak)	\$170.80	\$185.92
7/28/2018	ALAMIT_7_UNIT 5_C2		1 Default Energy Bid (on peak)	\$99.87	\$108.48
7/28/2018	ALAMIT_7_UNIT 5_C2		2 Default Energy Bid (on peak)	\$99.87	\$108.48
7/28/2018	ALAMIT_7_UNIT 5_C3		1 Default Energy Bid (on peak)	\$98.70	\$107.21
7/28/2018	ALAMIT_7_UNIT 5_C3		2 Default Energy Bid (on peak)	\$98.70	\$107.21
7/28/2018	ALAMIT_7_UNIT 5_C4		1 Default Energy Bid (on peak)	\$98.15	\$106.61
7/28/2018	ALAMIT_7_UNIT 5_C4		2 Default Energy Bid (on peak)	\$98.15	\$106.61
7/28/2018	ALAMIT_7_UNIT 6_C1		1 Default Energy Bid (on peak)	\$165.70	\$180.42
7/28/2018	ALAMIT_7_UNIT 6_C1		2 Default Energy Bid (on peak)	\$165.70	\$180.42
7/28/2018	ALAMIT_7_UNIT 6_C2		1 Default Energy Bid (on peak)	\$95.03	\$103.23
7/28/2018	ALAMIT_7_UNIT 6_C2		2 Default Energy Bid (on peak)	\$95.03	\$103.23
7/28/2018	ALAMIT_7_UNIT 6_C3		1 Default Energy Bid (on peak)	\$100.44	\$109.14
7/28/2018	ALAMIT_7_UNIT 6_C3		2 Default Energy Bid (on peak)	\$100.44	\$109.14
7/28/2018	ALAMIT_7_UNIT 6_C4		1 Default Energy Bid (on peak)	\$103.87	\$112.90
7/28/2018	ALAMIT_7_UNIT 6_C4		2 Default Energy Bid (on peak)	\$103.87	\$112.90
7/28/2018	HNTGBH_7_UNIT 1_C1		1 Default Energy Bid (on peak)	\$187.00	\$190.75
7/28/2018	HNTGBH_7_UNIT 1_C1		2 Default Energy Bid (on peak)	\$187.00	\$190.75
7/28/2018	HNTGBH_7_UNIT 1_C2		1 Default Energy Bid (on peak)	\$106.46	\$108.74
7/28/2018	HNTGBH_7_UNIT 1_C2		2 Default Energy Bid (on peak)	\$110.23	\$112.60
7/28/2018	HNTGBH_7_UNIT 1_C2		3 Default Energy Bid (on peak)	\$115.02	\$117.51
7/28/2018	HNTGBH_7_UNIT 1_C2		4 Default Energy Bid (on peak)	\$115.02	\$118.12
7/28/2018	HNTGBH_7_UNIT 2_C1		1 Default Energy Bid (on peak)	\$192.65	\$196.05
7/28/2018	HNTGBH_7_UNIT 2_C1		2 Default Energy Bid (on peak)	\$192.65	\$196.05
7/28/2018	HNTGBH_7_UNIT 2_C2		1 Default Energy Bid (on peak)	\$110.28	\$112.38
7/28/2018	HNTGBH_7_UNIT 2_C2		2 Default Energy Bid (on peak)	\$115.98	\$118.21
7/28/2018	HNTGBH_7_UNIT 2_C2		3 Default Energy Bid (on peak)	\$115.98	\$118.21
8/3/2018	ALAMIT_7_UNIT 3		1 Default Energy Bid (on peak)	\$149.22	\$149.04
8/3/2018	ALAMIT_7_UNIT 3		2 Default Energy Bid (on peak)	\$150.47	\$150.29
8/3/2018	ALAMIT_7_UNIT 3		3 Default Energy Bid (on peak)	\$155.19	\$155.02
8/3/2018	ALAMIT_7_UNIT 3		4 Default Energy Bid (on peak)	\$162.25	\$162.08
8/3/2018	ALAMIT_7_UNIT 3		5 Default Energy Bid (on peak)	\$162.25	\$162.08
8/3/2018	ALAMIT_7_UNIT 4		1 Default Energy Bid (on peak)	\$143.09	\$144.19
8/3/2018	ALAMIT_7_UNIT 4		2 Default Energy Bid (on peak)	\$145.23	\$146.35
8/3/2018	ALAMIT_7_UNIT 4		3 Default Energy Bid (on peak)	\$148.74	\$149.90
8/3/2018	ALAMIT_7_UNIT 4		4 Default Energy Bid (on peak)	\$154.37	\$155.58
8/3/2018	ALAMIT_7_UNIT 4		5 Default Energy Bid (on peak)	\$154.37	\$155.58
8/3/2018	ALAMIT_7_UNIT 5_C1		1 Default Energy Bid (on peak)	\$253.32	\$273.76
8/3/2018	ALAMIT_7_UNIT 5_C1		2 Default Energy Bid (on peak)	\$253.32	\$273.76
8/3/2018	ALAMIT_7_UNIT 5_C2		1 Default Energy Bid (on peak)	\$147.43	\$159.10
8/3/2018	ALAMIT_7_UNIT 5_C2		2 Default Energy Bid (on peak)	\$147.43	\$159.10
8/3/2018	ALAMIT_7_UNIT 5_C3		1 Default Energy Bid (on peak)	\$145.68	\$157.21
8/3/2018	ALAMIT_7_UNIT 5_C3		2 Default Energy Bid (on peak)	\$145.68	\$157.21
8/3/2018	ALAMIT_7_UNIT 5_C4		1 Default Energy Bid (on peak)	\$144.86	\$156.32
8/3/2018	ALAMIT_7_UNIT 5_C4		2 Default Energy Bid (on peak)	\$144.86	\$156.32
8/8/2018	ALAMIT_7_UNIT 1		1 Default Energy Bid (on peak)	\$180.68	\$183.63
8/8/2018	ALAMIT_7_UNIT 1		2 Default Energy Bid (on peak)	\$181.32	\$184.28
8/8/2018	ALAMIT_7_UNIT 1		3 Default Energy Bid (on peak)	\$182.49	\$185.47
8/8/2018	ALAMIT_7_UNIT 1		4 Default Energy Bid (on peak)	\$183.93	\$186.94
8/8/2018	ALAMIT_7_UNIT 1		5 Default Energy Bid (on peak)	\$185.94	\$188.99
8/8/2018	ALAMIT_7_UNIT 1		6 Default Energy Bid (on peak)	\$189.56	\$192.67

Trade date	Resource Name	Segment/Name ID (for SUC & DEB)	Parameter	Original Value	Recalculated Value
8/8/2018	ALAMIT_7_UNIT 1	7	Default Energy Bid (on peak)	\$193.87	\$197.06
8/8/2018	ALAMIT_7_UNIT 1	8	Default Energy Bid (on peak)	\$197.12	\$200.37
8/8/2018	ALAMIT_7_UNIT 2	1	Default Energy Bid (on peak)	\$169.15	\$172.32
8/8/2018	ALAMIT_7_UNIT 2	2	Default Energy Bid (on peak)	\$173.70	\$176.97
8/8/2018	ALAMIT_7_UNIT 2	3	Default Energy Bid (on peak)	\$179.43	\$182.83
8/8/2018	ALAMIT_7_UNIT 2	4	Default Energy Bid (on peak)	\$183.65	\$187.13
8/8/2018	ALAMIT_7_UNIT 2	5	Default Energy Bid (on peak)	\$185.82	\$189.35
8/8/2018	ALAMIT_7_UNIT 2	6	Default Energy Bid (on peak)	\$186.24	\$189.78
8/8/2018	ALAMIT_7_UNIT 2	7	Default Energy Bid (on peak)	\$186.24	\$189.78
8/8/2018	ALAMIT_7_UNIT 2	8	Default Energy Bid (on peak)	\$186.24	\$189.78
8/8/2018	ALAMIT_7_UNIT 2	9	Default Energy Bid (on peak)	\$186.24	\$189.78
8/8/2018	ALAMIT_7_UNIT 2	10	Default Energy Bid (on peak)	\$186.24	\$189.78
8/8/2018	ALAMIT_7_UNIT 3	1	Default Energy Bid (on peak)	\$164.15	\$163.79
8/8/2018	ALAMIT_7_UNIT 3	2	Default Energy Bid (on peak)	\$165.52	\$165.16
8/8/2018	ALAMIT_7_UNIT 3	3	Default Energy Bid (on peak)	\$170.73	\$170.37
8/8/2018	ALAMIT_7_UNIT 3	4	Default Energy Bid (on peak)	\$178.51	\$178.15
8/8/2018	ALAMIT_7_UNIT 3	5	Default Energy Bid (on peak)	\$178.51	\$178.15
8/8/2018	ALAMIT_7_UNIT 4	1	Default Energy Bid (on peak)	\$157.39	\$158.17
8/8/2018	ALAMIT_7_UNIT 4	2	Default Energy Bid (on peak)	\$159.74	\$160.54
8/8/2018	ALAMIT_7_UNIT 4	3	Default Energy Bid (on peak)	\$163.62	\$164.45
8/8/2018	ALAMIT_7_UNIT 4	4	Default Energy Bid (on peak)	\$169.82	\$170.69
8/8/2018	ALAMIT_7_UNIT 4	5	Default Energy Bid (on peak)	\$169.82	\$170.69
8/8/2018	ALAMIT_7_UNIT 5_C1	1	Default Energy Bid (on peak)	\$278.90	\$286.93
8/8/2018	ALAMIT_7_UNIT 5_C1	2	Default Energy Bid (on peak)	\$278.90	\$286.93
8/8/2018	ALAMIT_7_UNIT 5_C2	1	Default Energy Bid (on peak)	\$162.17	\$166.69
8/8/2018	ALAMIT_7_UNIT 5_C2	2	Default Energy Bid (on peak)	\$162.17	\$166.69
8/8/2018	ALAMIT_7_UNIT 5_C3	1	Default Energy Bid (on peak)	\$160.24	\$164.71
8/8/2018	ALAMIT_7_UNIT 5_C3	2	Default Energy Bid (on peak)	\$160.24	\$164.71
8/8/2018	ALAMIT_7_UNIT 5_C4	1	Default Energy Bid (on peak)	\$159.34	\$163.78
8/8/2018	ALAMIT_7_UNIT 5_C4	2	Default Energy Bid (on peak)	\$159.34	\$163.78
8/8/2018	REDOND_7_UNIT 5	1	Default Energy Bid (on peak)	\$228.29	\$241.47
8/8/2018	REDOND_7_UNIT 5	2	Default Energy Bid (on peak)	\$228.29	\$241.47
8/8/2018	REDOND_7_UNIT 6	1	Default Energy Bid (on peak)	\$241.83	\$243.75
8/8/2018	REDOND_7_UNIT 6	2	Default Energy Bid (on peak)	\$241.83	\$243.75
8/8/2018	REDOND_7_UNIT 7_C1	1	Default Energy Bid (on peak)	\$167.71	\$175.78
8/8/2018	REDOND_7_UNIT 7_C1	2	Default Energy Bid (on peak)	\$167.71	\$175.78
8/8/2018	REDOND_7_UNIT 7_C2	1	Default Energy Bid (on peak)	\$163.49	\$171.34
8/8/2018	REDOND_7_UNIT 7_C2	2	Default Energy Bid (on peak)	\$163.49	\$171.34
8/8/2018	REDOND_7_UNIT 7_C3	1	Default Energy Bid (on peak)	\$133.58	\$139.90
8/8/2018	REDOND_7_UNIT 7_C3	2	Default Energy Bid (on peak)	\$133.58	\$139.90
8/8/2018	REDOND_7_UNIT 8_C1	1	Default Energy Bid (on peak)	\$162.93	\$167.88
8/8/2018	REDOND_7_UNIT 8_C1	2	Default Energy Bid (on peak)	\$162.93	\$167.88
8/8/2018	REDOND_7_UNIT 8_C2	1	Default Energy Bid (on peak)	\$160.22	\$165.08
8/8/2018	REDOND_7_UNIT 8_C2	2	Default Energy Bid (on peak)	\$160.22	\$165.08
8/8/2018	REDOND_7_UNIT 8_C3	1	Default Energy Bid (on peak)	\$149.84	\$154.36
8/8/2018	REDOND_7_UNIT 8_C3	2	Default Energy Bid (on peak)	\$149.84	\$154.36

EXHIBIT C

Exhibit C

Trade Date	Resource Name	Estimated Exceptional Dispatch Settlement Price Adjustments	Bid Cost Recovery Settlement Adjustments*
7/22/2018	ALAMIT_7_UNIT 1		\$64,488.60
7/22/2018	ALAMIT_7_UNIT 5		\$11,744.30
7/22/2018	ALAMIT_7_UNIT 6		\$21,519.75
7/23/2018	ALAMIT_7_UNIT 1		\$102,106.94
7/23/2018	ALAMIT_7_UNIT 2		\$31,187.69
7/23/2018	ALAMIT_7_UNIT 4		\$82,830.54
7/23/2018	HNTGBH_7_UNIT 1	\$6,539.00	\$0.00
7/24/2018	ALAMIT_7_UNIT 1		\$55,795.10
7/24/2018	ALAMIT_7_UNIT 2		\$104,671.63
7/24/2018	ALAMIT_7_UNIT 4		\$210,000.00
7/24/2018	ALAMIT_7_UNIT 5	\$1,133,476.00	\$0.00
7/26/2018	ALAMIT_7_UNIT 2		\$5,854.16
7/26/2018	ALAMIT_7_UNIT 5		\$24,777.39
7/27/2018	ALAMIT_7_UNIT 5		\$40,131.65
7/27/2018	ALAMIT_7_UNIT 6		\$24,997.71
7/29/2018	ALAMIT_7_UNIT 3		\$38,838.38
7/29/2018	ALAMIT_7_UNIT 4		\$62,532.32
7/29/2018	ALAMIT_7_UNIT 5		\$23,246.68
7/30/2018	ALAMIT_7_UNIT 3		\$16,135.98
7/30/2018	ALAMIT_7_UNIT 4		\$77,523.32
7/31/2018	ALAMIT_7_UNIT 1		\$38,229.84
7/31/2018	ALAMIT_7_UNIT 2		\$27,941.36
7/31/2018	HNTGBH_7_UNIT 1		\$3,867.68
7/31/2018	REDOND_7_UNIT 5		\$31,854.96
7/31/2018	REDOND_7_UNIT 6		\$57,900.50
8/3/2018	ALAMIT_7_UNIT 1		\$69,535.44
8/3/2018	HNTGBH_7_UNIT 2		\$51,090.60
8/3/2018	REDOND_7_UNIT 5		\$133,785.12
8/4/2018	ALAMIT_7_UNIT 5		\$58,797.10
8/4/2018	REDOND_7_UNIT 5		\$144,157.96
8/4/2018	REDOND_7_UNIT 6		\$143,893.40
8/5/2018	ALAMIT_7_UNIT 4		\$113,935.00
8/5/2018	ALAMIT_7_UNIT 5		\$19,777.90
8/6/2018	ALAMIT_7_UNIT 2		\$153,457.25
8/6/2018	ALAMIT_7_UNIT 5		\$19,777.88
8/6/2018	ALAMIT_7_UNIT 6		\$18,656.80
8/6/2018	HNTGBH_7_UNIT 2		\$71,828.00
8/7/2018	ALAMIT_7_UNIT 2		\$126,350.88
8/7/2018	REDOND_7_UNIT 5		\$192,559.68
8/7/2018	REDOND_7_UNIT 6		\$275,308.22
8/8/2018	ALAMIT_7_UNIT 5		\$40,398.23
8/8/2018	REDOND_7_UNIT 8		\$30,550.96
8/9/2018	REDOND_7_UNIT 5		\$125,881.70
8/10/2018	REDOND_7_UNIT 8	\$621,326.00	\$0.00
		\$1,761,341.00	\$2,947,918.60

*These values represent costs to be accounted for in bid cost recovery calculations. They are not a direct reflection of additional funds to be credited to EDFT on future recalculation settlement statements.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served via electronic mail a copy of this document upon each person included on the e-mail service list established in this proceeding.

Dated at Washington, DC this 1st day of April, 2020.

/s/ Joseph W. Lowell

Joseph W. Lowell
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