

April 17, 2026

The Honorable Debbie-Anne A. Reese  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Re: California Independent System Operator Corporation Filing of EDAM Addendum to the EIM Participating Resource Scheduling Coordinator Agreement with Powerex Corp.**

**Docket No. ER26-\_\_\_\_-000**

Dear Secretary Reese:

The California Independent System Operator Corporation (“CAISO”) submits for filing and acceptance a non-conforming EDAM Addendum to the EIM Participating Resource Scheduling Coordinator Agreement (“EDAM Addendum”), between the CAISO and Powerex Corp., a British Columbia corporation (“Powerex”).<sup>1</sup>

The CAISO and Powerex previously executed a non-conforming EIM Participating Resource Scheduling Coordinator Agreement (“Agreement”) to govern Powerex’s participation as a scheduling coordinator for its participating resources in the CAISO’s Energy Imbalance Market (“EIM”), in accordance with the Canadian EIM Entity Agreement, the CAISO-BC Hydro Data Sharing Agreement and related agreements. The EDAM Addendum supplements the Agreement and allows Powerex to participate as a scheduling coordinator in the CAISO’s Extended Day-Ahead Market (“EDAM”) under Section 33 of the CAISO Tariff. The EDAM Addendum contains limited revisions narrowly tailored to allow Powerex to utilize and manage its OATT-based point-to-point transmission rights associated with an EDAM Transmission Service Provider when scheduling into, through or out of the EDAM Area while not extending Powerex’s EIM Participation as Canadian EIM Entity into the Extended Day Ahead Market.<sup>2</sup>

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<sup>1</sup> The CAISO submits the Agreement pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d. The Agreement is designated as CAISO rate schedule number 9181.

<sup>2</sup> See EDAM Addendum to EIM Participating Resource Scheduling Coordinator Agreement (“EDAM Addendum”), Attachment A.

The CAISO requests that the Federal Energy Regulatory Commission (“Commission”) accept the EDAM Addendum effective May 1, 2026 and grant waiver of the Commission’s notice requirements to permit such an effective date. The requested effective date will allow Powerex to participate as a scheduling coordinator for its resources when EDAM commences on May 1.

## **I. Background**

Powerex is a British Columbia corporation that markets residual capability of the system of its parent company, British Columbia Hydro & Power Authority (“BC Hydro”), a provincially owned Crown corporation subject to the jurisdiction of the British Columbia Utilities Commission (“BCUC”). As recognized by the Commission in accepting Powerex’s EIM participation framework, Powerex—not BC Hydro—is the counterparty that participates in CAISO-administered markets and is subject to Commission jurisdiction for its U.S. wholesale sales and purchases.<sup>3</sup>

Powerex currently participates in the EIM pursuant to the CAISO Tariff under a suite of agreements that CAISO filed with and that the Commission accepted in 2018, including the Agreement that is supplemented by this EDAM Addendum.<sup>4</sup>

The EDAM Addendum extends Powerex’s participation as an EIM participating resource scheduling coordinator into EDAM, while preserving all CAISO functional tariff obligations necessary for EDAM operation. The EDAM Addendum achieves this while not extending Powerex’s EIM participation as Canadian EIM Entity into the Extended Day Ahead Market and without modifying or affecting BC Hydro’s ability to comply with provincial and Canadian law and without subjecting BC Hydro to the Commission’s jurisdiction under the Federal Power Act. Similarly, the EDAM Addendum does not extend the CAISO’s legal and regulatory obligations, or its U.S.-regulated activity, into a Canadian province or subject the CAISO to the jurisdiction of Canadian or British Columbia legal or regulatory authorities.

## **II. The EDAM Addendum to the EIM Participating Resource Scheduling Coordinator Agreement**

The EDAM Addendum enables Powerex to participate as a scheduling coordinator in EDAM to utilize and manage its OATT-based point-to-point transmission rights associated with an EDAM Transmission Service Provider when scheduling into, through or out of the EDAM Area. It conforms to the *pro*

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<sup>3</sup> See Order on Implementation Agreement, Docket No. ER17-1796-000, dated September 7, 2017.

<sup>4</sup> See Letter Order, Docket No. ER18-251-000, dated February 14, 2018.

*forma* EDAM addendum with a limited number of exceptions. These differences are not unduly discriminatory. They are necessary to accommodate the limited participation by Powerex as a scheduling coordinator in EDAM as described above while respecting the novel legal and regulatory issues originally presented by Powerex’s EIM participation with the capability of resources located wholly outside the U.S. These differences therefore reflect that Powerex is not similarly situated to other EIM entities<sup>5</sup> which are U.S. balancing authorities and transmission service providers, and participate with resources, transmission and load located exclusively in the U.S.

The first differences in the EDAM Addendum are in the recitals. The new first recital refers to Powerex’s EIM participation pursuant to the CAISO tariff and the Powerex Canadian EIM Entity Agreement.<sup>6</sup> The new fifth recital confirms Powerex’s request for a separate scheduling coordinator identification number for EDAM participation, allowing Powerex to settle with CAISO and to utilize and manage Powerex’s OATT-based point-to-point transmission rights associated with an EDAM Transmission Service Provider when scheduling into, through or out of the EDAM area.<sup>7</sup>

The next differences are in Section 3 of the EDAM Addendum, modifications. Section 2 states that references in the Agreement to EIM will be read as references to EDAM.<sup>8</sup> Section 3 clarifies that these interpretive provisions do not apply to Recital A in the Agreement or to the term “Canadian EIM Entity” in the Agreement.<sup>9</sup> In addition, Section 3 confirms that the EDAM Addendum does not extend Powerex’s participation as a Canadian EIM Entity to the EDAM and does not modify or supersede the Powerex Canadian EIM Entity Agreement.<sup>10</sup> These modifications ensure that extending the Agreement for EDAM purposes does not alter, expand, or call into question the Canadian jurisdictional framework governing Powerex’s EIM participation that the Commission previously reviewed and accepted, and instead expressly preserves the continued application of the Canadian EIM Entity Agreement and related jurisdiction-preserving provisions.

These modifications are similar to edits the Commission previously accepted in the Agreement in 2018. As in that filing, the limited deviations from CAISO’s *pro forma* EDAM addendum are narrowly tailored to maintain the unique legal framework for Powerex’s EIM participation with resources

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<sup>5</sup> Undue discrimination is differential treatment of similarly situated entities that is not justified by some legitimate factor. *See, e.g., Cal. Indep. Sys. Operator Corp.*, 132 FERC ¶ 61,148 at P 40 (2010).

<sup>6</sup> EDAM Addendum, Recital A.

<sup>7</sup> *Id.* at Recital E.

<sup>8</sup> *Id.* at Section 2.

<sup>9</sup> *Id.* at Section 3.

<sup>10</sup> *Id.*

located wholly outside the United States and subject to Canadian provincial jurisdiction and not extend that participation into the Extended Day Ahead Market. The EDAM Addendum provides Powerex no competitive advantage and ensures that EDAM tariff provisions apply to Powerex in a manner comparable to U.S.-based participants.

### **III. Effective Date**

The CAISO requests that the EDAM Addendum be made effective on May 1, 2026.

### **IV. Request for Waiver**

The CAISO respectfully requests waiver of the Commission's notice requirement to permit the EDAM Addendum to go into effect on May 1, 2026 as requested. Specifically, pursuant to section 35.11 of the Commission's regulations,<sup>11</sup> the CAISO requests waiver of the notice requirement contained in the Commission's regulations to allow the requested effective date.

Good cause exists for granting this waiver as it will allow the parties to complete the steps necessary to support Powerex's timely participation as an EDAM resource scheduling coordinator when the EDAM commences operation on May 1, 2026. The EDAM Addendum does not establish or modify rates and does not adversely affect customers or market participants. Instead, it supplements an existing agreement previously accepted by the Commission to extend Powerex's scheduling coordinator role to participation in the EDAM under Section 33 of the CAISO Tariff.

### **V. Service**

The CAISO has served copies of this filing upon all parties with scheduling coordinator agreements under the CAISO tariff, the California Public Utilities Commission, and the California Energy Commission. In addition, the CAISO has posted the filing on the CAISO website.

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<sup>11</sup> 18 C.F.R. § 35.11.

## VI. Contents of Filing

In addition to this transmittal letter, enclosed for filing is the following:

Attachment A	The fully executed EDAM Addendum;
Attachment B	A comparison document showing the differences between the EDAM Addendum and the <i>pro forma</i> EDAM Addendum to the EIM Participating Resource Scheduling Coordinator Agreement in red-line format.

## VII. Correspondence

Under Rule 203(b)(3),<sup>12</sup> the CAISO respectfully requests that all correspondence and other communications about this filing be served upon:

John E. Spomer  
Lead Counsel  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Tel: (916) 804-0389  
Fax: (916) 608-7236  
E-mail: [jspomer@caiso.com](mailto:jspomer@caiso.com)

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<sup>12</sup> 18 C.F.R. § 385.203(b)(3).

### **VIII. Conclusion**

The CAISO requests that the Commission accept the EDAM Addendum effective May 1, 2026. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

**/s/ John Spomer**

Roger E. Collanton

General Counsel

John C. Anders

Deputy General Counsel

John E. Spomer

Lead Counsel

California Independent System

Operator Corporation

250 Outcropping Way

Folsom, CA 95630

Tel: (916) 804-0389

Fax: (916) 608-7236

E-mail: [jspomer@caiso.com](mailto:jspomer@caiso.com)

*Counsel for the California  
Independent System Operator  
Corporation*

**Attachment A – Executed EDAM Addendum**  
**to the EIM Participating Resource Scheduling Coordinator Agreement between**  
**Powerex Corp.**  
**and the**  
**California Independent System Operator Corporation**  
**April 17, 2026**

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**CALIFORNIA INDEPENDENT SYSTEM OPERATOR  
CORPORATION**

**AND**

**POWEREX CORP.**

**EDAM ADDENDUM TO THE  
EIM PARTICIPATING RESOURCE  
SCHEDULING COORDINATOR AGREEMENT**

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**EDAM ADDENDUM TO THE  
EIM PARTICIPATING RESOURCE  
SCHEDULING COORDINATOR AGREEMENT**

Effective April 6, 2026, Powerex Corp. (“Powerex”) and the California Independent System Operator Corporation (“CAISO”) (collectively the “Parties”) make and enter into this EDAM Addendum to the Parties’ November 1, 2017 EIM Participating Resource Scheduling Coordinator Agreement (the “Agreement”).

**Whereas:**

- A.** Powerex and CAISO have executed the Powerex Canadian EIM Entity Agreement on November 1, 2017, under which Powerex participates in the CAISO’s Energy Imbalance Market and agrees to abide by various provisions of the CAISO Tariff applicable to the CAISO’s Energy Imbalance Market;
- B.** Pursuant to the Agreement, Powerex is certified as an EIM Participating Resource Scheduling Coordinator by the CAISO under the certification procedure referenced in Section 29 of the CAISO Tariff and represents EIM Participating Resources;
- C.** Powerex extends its role as an EIM Participating Resource Scheduling Coordinator to the CAISO Day-Ahead Market under the terms and conditions set forth in Section 33 of the CAISO Tariff;
- D.** Powerex has applied for certification or has been certified as an EDAM Resource Scheduling Coordinator by the CAISO under the certification procedure referenced in Section 33 of the CAISO Tariff; and
- E.** Powerex has requested a new SCID to enable Powerex to settle with CAISO and utilize and manage Powerex’s OATT-based point-to-point transmission rights associated with an EDAM Transmission Service Provider when scheduling into, through or out of the EDAM Area.

**NOW THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree that the Agreement is hereby supplemented as follows:

1. **Agreement to be Bound by CAISO Tariff.** Section 33 of the CAISO Tariff is incorporated into the Agreement and made a part thereof.
2. **Interpretation.** All references in the Agreement to the “EIM” or the “Energy Imbalance Market” will also be read as references to the “EDAM” or the “Extended Day-Ahead Market.” All references in the Agreement to the “Real-Time Market” will also be read as references to the “Extended Day-Ahead Market.” All references in the Agreement to “EIM Participating Resources” will also be read as references to “EDAM Resources.” All references in the Agreement to “EIM Participating Resource Scheduling Coordinator(s)” will also be read as references to the “EDAM Resource Scheduling Coordinator(s).” All references in the Agreement to Section 29 of the CAISO Tariff will also be read as references to Section 33 of the CAISO Tariff.
3. **Modifications.** The changes in Section 2 of this Addendum will not apply to Recital A in the Agreement or the term “Canadian EIM Entity Agreement” in the Agreement. This Addendum does not extend Powerex’s participation in the Energy Imbalance Market as Canadian EIM Entity to EDAM. So long as Powerex continues to represent the Canadian EIM Entity as Canadian EIM Entity Scheduling Coordinator, Section 4.3.2(a) of the Powerex Canadian EIM Entity Agreement will continue to apply.
4. **Effective Date and Termination.** This EDAM Addendum will be effective as of the later of the date it is executed by the Parties and shall remain in full force and effect until terminated pursuant to the same process as is set forth in Section 3.2 of the Agreement. If Powerex terminates its participation as an EDAM Resource Scheduling Coordinator, it may continue to participate as an EIM Participating Resource Scheduling Coordinator under the terms of the Agreement.
5. **Miscellaneous.** Except as expressly modified by this EDAM Addendum, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**California Independent System Operator Corporation**

By: DocuSigned by:  
*Khaled Abdul-Rahman*  
018C598C28F6464... \_\_\_\_\_  
Name:           Khaled Abdul-Rahman            
Title:           Vice President and CITO            
Date:           4/6/2026          

**Powerex Corp.**

By: Signed by:  
*Jay Ratzlaff*  
7F0D4BB104164C3... \_\_\_\_\_  
Name:           Jay Ratzlaff            
Title:           Corporate Secretary            
Date:           4/6/2026

**SCHEDULE 1****NOTICES****[Section 13.2]****EIM Participating Resource SC**

Name of Primary Representative: Kim Craven  
Title: Director, Compliance  
Company: Powerex Corp.  
Address: 1300-666 Burrard Street  
City/State/Zip Code: Vancouver, BC, V6C 2X8  
Email Address: Kim.Craven@powerex.com  
Phone: 604-891-5081

Name of Alternative Representative: Jay Ratzlaff  
Title: Chief Legal and Compliance Officer  
Company: Powerex Corp.  
Address: 1300-666 Burrard Street  
City/State/Zip Code: Vancouver, BC, V6C 2X8  
Email Address: Jay.Ratzlaff@powerex.com  
Phone: 604-895-7067

**CAISO**

Name of Primary Representative: Regulatory Contracts  
Title: N/A  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: RegulatoryContracts@caiso.com  
Phone: (916) 351-4400  
Fax: (916) 608-5063

Name of Alternative Representative: Riddhi Ray  
Title: Manager, Regulatory Contracts  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: rray@caiso.com  
Phone: (916) 608-1056  
Fax: (916) 608-5063

**Attachment B – Redline Comparison against the *pro forma* EDAM Addendum  
and the EIM Participating Resource Scheduling Coordinator Agreement between  
Powerex Corp.  
and the  
California Independent System Operator Corporation  
April 17, 2026**

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**CALIFORNIA INDEPENDENT SYSTEM OPERATOR  
CORPORATION**

**AND**

**POWEREX CORP.**

**EDAM ADDENDUM TO THE  
EIM PARTICIPATING RESOURCE  
SCHEDULING COORDINATOR AGREEMENT**

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**EDAM ADDENDUM TO THE  
EIM PARTICIPATING RESOURCE  
SCHEDULING COORDINATOR AGREEMENT**

Effective \_\_\_\_\_, 2026, Powerex Corp. (“Powerex”)~~[Date], [Full Legal Name] (“[Short Legal Name]”)~~ and the California Independent System Operator Corporation (“CAISO”) (collectively the “Parties”) make and enter into this EDAM Addendum to the Parties’ November 1, 2017~~[Date]~~ EIM Participating Resource Scheduling Coordinator Agreement (the “Agreement”).

**Whereas:**

- A. Powerex and CAISO have executed the Powerex Canadian EIM Entity Agreement on November 1, 2017, under which Powerex participates in the CAISO’s Energy Imbalance Market and agrees to abide by various provisions of the CAISO Tariff applicable to the CAISO’s Energy Imbalance Market;
- B. A.——Pursuant to the Agreement, ~~Powerex~~~~[Short Legal Name]~~ is certified as an EIM Participating Resource Scheduling Coordinator by the CAISO under the certification procedure referenced in Section 29 of the CAISO Tariff and represents EIM Participating Resources ~~in an EDAM Entity Balancing Authority Area;~~
- C. Powerex~~B.~~——~~[Short Legal Name]~~ extends its role as an EIM Participating Resource Scheduling Coordinator to the CAISO Day-Ahead Market ~~so that it can represent EDAM Resources~~ under the terms and conditions set forth in Section 33 of the CAISO Tariff; ~~and~~
- D. Powerex~~C.~~——~~[Short Legal Name]~~ has applied for certification or has been certified as an EDAM Resource Scheduling Coordinator by the CAISO under the certification procedure referenced in Section 33 of the CAISO Tariff; ~~and~~.
- E. Powerex has requested a new SCID to enable Powerex to settle with CAISO and utilize and manage Powerex’s OATT-based point-to-point transmission rights associated with an EDAM Transmission Service Provider when scheduling into, through or out of the EDAM Area.

**NOW, THEREFORE,** for good and sufficient consideration, the receipt of which is

hereby acknowledged, the Parties agree that the Agreement is hereby supplemented as follows:

- 1. ~~4.~~ Agreement to be Bound by CAISO Tariff.** Section 33 of the CAISO Tariff is incorporated into the Agreement and made a part thereof.
- 2. ~~2.~~ Interpretation.** All references in the Agreement to the “EIM” or the “Energy Imbalance Market” will also be read as references to the “EDAM” or the “Extended Day-Ahead Market.” All references in the Agreement to the “Real-Time Market” will also be read as references to the “Extended Day-Ahead Market.” All references in the Agreement to “EIM Participating Resources” will also be read as references to “EDAM Resources.” All references in the Agreement to “EIM Participating Resource Scheduling Coordinator(s)” will also be read as references to the “EDAM Resource Scheduling Coordinator(s).” All references in the Agreement to Section 29 of the CAISO Tariff will also be read as references to Section 33 of the CAISO Tariff.
- 3. Modifications.** The changes in Section 2 of this Addendum will not apply to Recital A in the Agreement or the term “Canadian EIM Entity Agreement” in the Agreement. This Addendum does not extend Powerex’s participation in the Energy Imbalance Market as Canadian EIM Entity to EDAM. So long as Powerex continues to represent the Canadian EIM Entity as Canadian EIM Entity Scheduling Coordinator, Section 4.3.2(a) of the Powerex Canadian EIM Entity Agreement will continue to apply.
- 4. ~~3.~~ Effective Date and Termination.** This EDAM Addendum will be effective as of the later of the date it is executed by the Parties and shall remain in full force and effect until terminated pursuant to the same process as is set forth in Section 3.2 of the Agreement. If Powerex~~[Short Legal Name]~~ terminates its participation as an EDAM Resource Scheduling Coordinator, it may continue to participate as an EIM Participating Resource Scheduling Coordinator under the terms of the Agreement.
- 5. ~~4.~~ Miscellaneous.** Except as expressly modified by this EDAM Addendum, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**California Independent System Operator Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Powerex Corp.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 1**

**NOTICES**

**[Section 13.2]**

**EIM Participating Resource SC**

Name of Primary

Representative: Kim Craven

Title: Director, Compliance

Company: Powerex Corp.

Address: 1300-666 Burrard Street

City/State/Zip Code: Vancouver, BC, V6C 2X8

Email Address: Kim.Craven@powerex.com

Phone: 604-891-5081

Name of Alternative

Representative: Jay Ratzlaff

Title: Chief Legal and Compliance Officer

Company: Powerex Corp.

Address: 1300-666 Burrard Street

City/State/Zip Code: Vancouver, BC, V6C 2X8

Email Address: Jay.Ratzlaff@powerex.com

Phone: 604-895-7067

**CAISO**

Name of Primary

Representative: Regulatory Contracts

Title: N/A

Address: 250 Outcropping Way

City/State/Zip Code: Folsom, CA 95630

Email address: RegulatoryContracts@caiso.com

Phone: (916) 351-4400

Fax: (916) 608-5063

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Name of Alternative

Representative: Riddhi Ray

Title: Manager, Regulatory Contracts

Address: 250 Outcropping Way

City/State/Zip Code: Folsom, CA 95630

Email address: rray@caiso.com

Phone: (916) 608-1056

Fax: (916) 608-5063

**[Full Legal Name]**

**California Independent**

**System Operator Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_