



January 23, 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 Load Serving Entity Agreement with the Bonneville  
Power Administration**

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

Dear Secretary Reese:

The California Independent System Operator Corporation (CAISO) submits for Commission acceptance the Extended Day-Ahead Market (EDAM) Load Serving Entity Agreement between the CAISO and the Bonneville Power Administration (Bonneville).<sup>1</sup> The Agreement will support Bonneville's service of its customers located in the PacifiCorp balancing authority areas when the Extended Day-Ahead Market is implemented in the PacifiCorp balancing authority areas on May 1, 2026. The parties propose one change from the *pro forma* version of this agreement. This change adopts the governing law and forum provision included in Bonneville's agreements associated with its participation in the Western Energy Imbalance Market (WEIM) to account for Bonneville's status as a federal entity. No other changes are proposed.

The CAISO requests that the Commission accept the Agreement effective March 25, 2026 (*i.e.*, 61 days after the date of this filing). This effective date supports Bonneville's service of customers in the PacifiCorp balancing authority areas following EDAM implementation. Further, having the agreement in effect a short time before May 1, 2026 will provide confidence and ensure consistency with ongoing readiness activities with PacifiCorp.

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<sup>1</sup> The CAISO submits the modified Extended Day-Ahead Market Load Service Entity Agreement pursuant to Section 205 of the Federal Power Act (FPA), 16 U.S.C. § 824d (the "Agreement"). The Agreement is designated as Service Agreement No. 9019 under the CAISO tariff. Capitalized terms not otherwise defined herein have the meanings set forth in appendix A to the CAISO Tariff, and references herein to specific tariff sections are references to sections of the CAISO Tariff unless otherwise specified.

## I. The Agreement

The *pro forma* Extended Day-Ahead Market Load Serving Entity Agreement is included as Appendix B.32 of the CAISO tariff.<sup>2</sup> The *pro forma* agreement addresses load serving entity responsibilities under the CAISO tariff within an EDAM entity balancing authority area. In essence, a load serving entity must be represented by a scheduling coordinator and provide information regarding its load in the EDAM balancing authority area to the CAISO for EDAM purposes.

Section 1.3 of the *pro forma* agreement acknowledges Bonneville's non-jurisdictional status. However, the *pro forma* version of Section 10.4 of the agreement includes CAISO standard language and differs from what was accepted by the Commission in the parties' agreements associated with Bonneville's participation in WEIM.<sup>3</sup> Accordingly, the parties agreed to revise Section 10.4 so that the governing law and forum provision applicable to Bonneville's participation as a load serving entity in EDAM would be the same as the governing law and forum provisions applicable to Bonneville's participation in the WEIM. The change to Section 10.4 of the *pro forma* Extended Day-Ahead Market Load Serving Entity Agreement accomplishes this objective. No other changes are proposed.

## II. Effective Date

The CAISO requests that the Commission accept the Agreement for filing effective March 25, 2026, *i.e.*, 61 days after the date of this filing. PacifiCorp's participation in EDAM will commence on March 1, 2026 and this Agreement will support Bonneville's service of its customers located in the PacifiCorp balancing authority areas. Having the Agreement in effect prior to that time will provide confidence and ensure consistency between the ongoing readiness activities.

## III. Service

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

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<sup>2</sup> CAISO Tariff, Appendix B.32; *see Cal. Indep. Sys. Operator Corp.*, 185 FERC ¶ 61,210 at P 220 (2023) (finding that the EDAM *pro forma* agreements are just and reasonable).

<sup>3</sup> See Letter Order, FERC Docket No. ER22-25 (November 1, 2021) (accepting six individual WEIM service agreements between the CAISO and Bonneville, each of which included the same governing law and forum language proposed in this filing).

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The Honorable Debbie-Anne A. Reese

January 23, 2026

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#### **IV. Contents of Filing**

In addition to this transmittal letter, this filing includes the following attachments:

Attachment A      The Agreement executed by the CAISO and Bonneville; and

Attachment B      An informational comparison document showing the differences between the Agreement and the *pro forma* Extended Day-Ahead Market Load Serving Entity Agreement in red-line format.

#### **V. Correspondence**

Pursuant to Rule 203(b) of the Commission's Rules of Practice and Procedure,<sup>4</sup> the CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

John C. Anders  
Assistant General Counsel  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Tel: (916) 608-7287  
E-mail: [janders@caiso.com](mailto:janders@caiso.com)

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<sup>4</sup>

18 C.F.R. § 385.203(b).

## VI. Conclusion

The CAISO requests that the Commission accept the enclosed Extended Day-Ahead Market Load Serving Entity Agreement effective March 25, 2026. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

**By: /s/ John C. Anders**

Roger E. Collanton  
General Counsel  
John C. Anders  
Deputy General Counsel  
John Spomer  
Lead Counsel  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630

*Attorneys for the California Independent  
System Operator Corporation*

**Attachment A – Executed Agreement**  
**EDAM Load Serving Entity Agreement**  
**Between**  
**Bonneville Power Administration**  
**And the**  
**California Independent System Operator Corporation**  
**January 23, 2026**

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**CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION**

**AND**

**THE UNITED STATES OF AMERICA,  
DEPARTMENT OF ENERGY,  
ACTING BY AND THROUGH THE  
BONNEVILLE POWER ADMINISTRATION  
EDAM LOAD SERVING ENTITY AGREEMENT**

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## EDAM LOAD SERVING ENTITY AGREEMENT

### THIS EXTENDED DAY-AHEAD MARKET LOAD SERVING ENTITY AGREEMENT

(“Agreement”) is established this 14<sup>th</sup> day of January, 2026, and is accepted by and between:

- (1) **The United States of America, Department of Energy, acting by and through the Bonneville Power Administration**, having its registered and principal executive office at 905 NE 11th Avenue PTFN-5, Portland, OR 97232 (“EIM Participating Resource” or “Bonneville”),  
and
- (2) **California Independent System Operator Corporation** (“CAISO”), 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 EDAM Load Serving Entity and the CAISO are hereinafter referred to as the “Parties.”

**Whereas:**

- A. The CAISO operates the Day-Ahead Market and Real-Time Market pursuant to the CAISO Tariff.
- B. The EDAM Load Serving Entity is responsible for Load within an EDAM Entity Balancing Authority Area not represented by an EDAM Entity and authorized by the EDAM Entity to represent its Load in the Day-Ahead Market and Real-Time Market; and
- C. The Parties wish to enter into this Agreement to establish the terms and conditions for participation in the CAISO’s Day-Ahead Market and Real-Time Market by the EDAM Load Serving Entity in accordance with Section 33 and Section 29 of the CAISO Tariff.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

**1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning 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 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) unless the context otherwise requires, “or” is used in the conjunctive sense;
- (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and

(I) 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.

**1.3 EDAM Load Serving Entity's Non-Jurisdictional Status.** *The CAISO acknowledges that the EDAM Load Serving Entity is a exempt/non-jurisdictional entity as described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and understands that this Agreement does not extend the authority that FERC has over the EDAM Load Serving Entity apart from any authority it has to interpret or enforce this Agreement.*

## ARTICLE II

### RESPONSIBILITIES OF EDAM LOAD SERVING ENTITY

**2.1 EDAM Load Serving Entity Scheduling Coordinator.** The EDAM Load Serving Entity shall be represented by an EDAM Load Serving Entity Scheduling Coordinator, which may be the EDAM Load Serving Entity or another entity certified by the CAISO to perform the functions of an EDAM Load Serving Entity Scheduling Coordinator.

**2.2 EDAM Load Serving Entity Information.** The EDAM Load Serving Entity shall provide information regarding its Load to the CAISO for Extended Day-Ahead Market purposes, in accordance with the CAISO Tariff and applicable Business Practice Manuals. The EDAM Load Serving Entity is responsible for the accuracy and completeness of this information.

## ARTICLE III

### TERM AND TERMINATION

**3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date it is accepted for filing and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.

**3.2 Termination**

**3.2.1 Termination by CAISO.** Subject to Section 10.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that (i) the EDAM Load Serving Entity commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement, or (ii) the EDAM Entity for the Balancing Authority Area in which the EDAM Load Serving Entity is located terminates participation in the CAISO's Extended Day-Ahead Market.

With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

**3.2.2 Termination by EDAM Load Serving Entity.** In the event that the EDAM Load Serving Entity no longer wishes to participate in the CAISO's Extended Day-Ahead Market, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the EDAM Load Serving Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

## ARTICLE IV

### CAISO TARIFF

**4.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to Section 33 and Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein. The EDAM Load Serving Entity shall abide by and shall perform all of the obligations under the CAISO Tariff placed on EDAM Load Serving Entities in respect of all matters set forth therein.

## ARTICLE V

### COSTS

**5.1 Operating and Maintenance Costs.** The EDAM Load Serving Entity shall be responsible for all its costs incurred in connection with meeting its obligations under this Agreement.

## ARTICLE VI

### DISPUTE RESOLUTION

**6.1 Dispute Resolution.** 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 EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES

**7.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

**7.2 Necessary Approvals.** The EDAM Load Serving Entity represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EDAM Load Serving Entity prior to the effective date of this Agreement, including any arrangement with the EDAM Entity for the Balancing Authority Area in which the EDAM Load Serving Entity is located and any third party Balancing Authorities.

## ARTICLE

### VIII

#### LIABILITY

**8.1 Liability.** 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 EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE IX

#### UNCONTROLLABLE FORCES

**9.1 Uncontrollable Forces Tariff Provisions.** 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 EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE X

#### MISCELLANEOUS

**10.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. 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 were an original Party to this Agreement.

**10.2 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 EDAM Load Serving Entity 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 of this Agreement. 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.

**10.3 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.

**10.4 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.

**10.5 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.

**10.6 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.

**10.7 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 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.

**10.8 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 EDAM Load Serving Entity 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.

**10.9 Federal Provisions.** The CAISO hereby affirmatively agrees to incorporate into this Agreement the federal law provisions as provided by the EDAM Load Serving Entity and previously agreed to by the CAISO.

**10.10 Electronic Signatures.** The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

**10.11 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 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**

DocuSigned by:

By: *Khaled Abdul-Rahman*  
018C598C28F0404...

Name: Khaled Abdul-Rahman

Title: Vice President and CITO

Date: 1/14/2026

**The United States of America, Department of Energy,  
acting by and through the Bonneville Power Administration**

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

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

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

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

**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: \_\_\_\_\_

**The United States of America, Department of Energy,  
acting by and through the Bonneville Power Administration**

By: MARK SIMPSON Digitally signed by MARK SIMPSON  
Date: 2026.01.08 11:23:56 -08'00'

Name: Mark Simpson

Title: Power Trading Floor Manager

Date: 1-8-26

**SCHEDULE 1**  
**NOTICES**

**EDAM Load Serving Entity**

Name of Primary Representative: Mark Simpson  
Title: Manager, Trading Floor Near Term  
Company: Bonneville Power Administration  
Address: 905 NE 11th Avenue PTFN-5  
City/State/Zip Code: Portland, OR 97232  
Email Address: mcsimpson@bpa.gov  
Phone: 503-230-4781

Name of Alternative Representative: Debra Malin  
Title: Customer Account Executive  
Company: Bonneville Power Administration  
Address: 905 NE 11th Avenue PTFN-5  
City/State/Zip Code: Portland, OR 97232  
Email Address: djmalin@bpa.gov  
Phone: 503-230-5701

**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**  
**EDAM Load Serving Entity Agreement**  
**Between**  
**Bonneville Power Administration**  
**And the**  
**California Independent System Operator Corporation**  
**January 23, 2026**

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**CALIFORNIA INDEPENDENT SYSTEM OPERATOR**  
**CORPORATION**

**AND**

**THE UNITED STATES OF AMERICA,**  
**DEPARTMENT OF ENERGY,**  
**ACTING BY AND THROUGH THE**  
**BONNEVILLE POWER ADMINISTRATION**

**EDAM LOAD SERVING ENTITY AGREEMENT**

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## **EDAM LOAD SERVING ENTITY AGREEMENT**

### **Appendix B.32 EDAM Load Serving Entity Agreement (EDAMLSEA)**

#### **THIS EXTENDED DAY-AHEAD MARKET LOAD SERVING ENTITY AGREEMENT**

("AGREEMENT") is established this \_\_\_\_\_ day of \_\_\_\_\_, 2026, \_\_\_\_\_

and is accepted by and between:-

**(1) The United States of America, Department of Energy, acting by and through the Bonneville Power Administration, [Full legal name] ("EDAM Load Serving Entity"), [legal description] having its registered and principal executive office at 905 NE 11th Avenue PTFN-5, Portland, OR 97232 ("EIM Participating Resource" or "Bonneville"), [address], and**

**(2) California Independent System Operator Corporation ("CAISO"), 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 EDAM Load Serving Entity and the CAISO are hereinafter referred to as the "Parties."

#### **Whereas:**

- A.** The CAISO operates the Day-Ahead Market and Real-Time Market pursuant to the CAISO Tariff.
- B.** The EDAM Load Serving Entity is responsible for Load within an EDAM Entity Balancing Authority Area not represented by an EDAM Entity and authorized by the EDAM Entity to represent its Load in the Day-Ahead Market and Real-Time Market; and
- C.** The Parties wish to enter into this Agreement to establish the terms and conditions for participation in the CAISO's Day-Ahead Market and Real-Time Market by the EDAM Load Serving Entity in accordance with Section 33 and Section 29 of

the CAISO Tariff.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein,  
the Parties agree as follows:

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## ARTICLE I

### DEFINITIONS AND INTERPRETATION

**1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning 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 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) unless the context otherwise requires, “or” is used in the conjunctive sense;

- (k) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (l) 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.

**1.3 — EDAM Load Serving Entity's Non-Jurisdictional Status.** The CAISO acknowledges that the EDAM Load Serving Entity is a exempt/non-jurisdictional entity as described in section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), and understands that this Agreement does not extend the authority that FERC has over the EDAM Load Serving Entity apart from any authority it has to interpret or enforce this Agreement.

## ARTICLE II

### RESPONSIBILITIES OF EDAM LOAD SERVING ENTITY

- 2.1 EDAM Load Serving Entity Scheduling Coordinator.** The EDAM Load Serving Entity shall be represented by an EDAM Load Serving Entity Scheduling Coordinator, which may be the EDAM Load Serving Entity or another entity certified by the CAISO to perform the functions of an EDAM Load Serving Entity Scheduling Coordinator.
- 2.2 EDAM Load Serving Entity Information.** The EDAM Load Serving Entity shall provide information regarding its Load to the CAISO for Extended Day-Ahead Market purposes, in accordance with the CAISO Tariff and applicable Business Practice Manuals. The EDAM Load Serving Entity is responsible for the accuracy and completeness of this information.

## ARTICLE III

### TERM AND TERMINATION

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date it is accepted for filing and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
  - 3.2.1 Termination by CAISO.** Subject to Section 10.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that (i) the EDAM Load Serving Entity commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied,

is not remedied within thirty (30) days after the CAISO has given written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement, or (ii) the EDAM Entity for the Balancing Authority Area in which the EDAM Load Serving Entity is located terminates participation in the CAISO's Extended Day-Ahead Market. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

**3.2.1 Termination by EDAM Load Serving Entity.** In the event that the EDAM Load Serving Entity no longer wishes to participate in the CAISO's Extended Day-Ahead Market, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the EDAM Load Serving Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

## ARTICLE IV

### CAISO TARIFF

**4.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to Section 33 and Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein. The EDAM Load Serving Entity shall abide by, and shall perform all of the obligations under the CAISO Tariff placed on EDAM

Load Serving Entities in respect of all matters set forth therein.

## ARTICLE V

### COSTS

**5.1 Operating and Maintenance Costs.** The EDAM Load Serving Entity shall be responsible for all its costs incurred in connection with meeting its obligations under this Agreement.

## ARTICLE VI

### DISPUTE RESOLUTION

**6.1 Dispute Resolution.** 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 EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES

**7.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

**7.2 Necessary Approvals.** The EDAM Load Serving Entity represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EDAM Load Serving Entity prior to the effective date of this Agreement, including any arrangement with the EDAM Entity for the Balancing Authority Area in which the EDAM Load Serving Entity is located and any third party Balancing Authorities.

## ARTICLE VIII

### LIABILITY

**8.1 Liability.** 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 EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE IX

### UNCONTROLLABLE FORCES

**9.1 Uncontrollable Forces Tariff Provisions.** 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 EDAM Load Serving Entity and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE X

### MISCELLANEOUS

**10.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. 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 were an original Party to this Agreement.

**10.2 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 EDAM Load Serving Entity 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 of this Agreement. 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.

**10.3 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.

**10.4 Governing Law and Forum.** ~~This Agreement shall be deemed to be a contract made under, and for all purposes shall be~~ governed by and interpreted and construed in accordance with the laws of the United States. To the extent that a court of competent jurisdiction or the Federal Energy Regulatory Commission applying federal law looks to state law regarding the interpretation or validity of contracts as a federal rule of decision, the laws of the State of California will apply, 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: the U.S. Court of Federal Claims ~~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.

**10.5 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.

**10.6 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.

**10.7 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 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.

**10.8 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 EDAM Load Serving Entity 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.

**[10.9– Federal Provisions.** The CAISO hereby affirmatively agrees to incorporate into this Agreement the federal law provisions as provided by the EDAM Load Serving Entity and previously agreed to by the CAISO.<sup>10</sup>]

**10.10 Electronic Signatures.** The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

**10.11 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 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: \_\_\_\_\_

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

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

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

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

**The United States of America, Department of Energy,  
acting by and through the Bonneville Power Administration**

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

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

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

**[NAME OF EDAM LOAD SERVING ENTITY]**

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

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

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

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

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

## SCHEDULE 1

### NOTICES

**[Section 10.2]**

#### EDAM Load Serving Entity

Name of Primary Representative: Mark Simpson

Title: Manager, Trading Floor Near Term

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

Company: Bonneville Power Administration

Address: 905 NE 11th Avenue PTFN-5

City/State/Zip Code: Portland, OR 97232

Email Address: mcsimpson@bpa.gov

Phone: 503-230-4781

Fax No: \_\_\_\_\_

Name of Alternative Representative: Debra Malin

Title: Customer Account Executive

Company: Bonneville Power Administration

Address: 905 NE 11th Avenue PTFN-5

City/State/Zip Code: Portland, OR 97232

Email Address: djmalin@bpa.gov

Phone: 503-230-5701

Fax No: \_\_\_\_\_

## 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

No:

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