

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

<b>California Independent System Operator Corporation</b>	<b>) )</b>	<b>Docket No. ER24-____-000</b>
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**PETITION FOR LIMITED TARIFF WAIVER OF THE CALIFORNIA  
INDEPENDENT SYSTEM OPERATOR CORPORATION**

The California Independent System Operator Corporation (CAISO) respectfully requests a limited waiver of section 33.2.2 of the CAISO tariff to accommodate the effective date of July 2, 2024 for the Extended Day-Ahead Market (EDAM) Entity Implementation Agreement between the CAISO and Portland General Electric Company (PGE) provided for informational purposes in Attachment A to this waiver petition.<sup>1</sup> Section 33.2.2 of the CAISO tariff provides in relevant part that an EDAM Entity Implementation Date must be not less than six months and not more than 24 months after the date that the EDAM Entity Implementation Agreement between the CAISO and the balancing authority becomes effective.

This limited tariff waiver is necessary for the CAISO and PGE to begin collaborating on implementation activities to support PGE's participation in EDAM beginning in the fall of 2026, *i.e.*, more than 24 months after the effective date of the EDAM Entity Implementation Agreement and thus exceeding the 24-month limit set forth in tariff section 33.2.2. Granting the waiver will provide additional time to allow the CAISO and PGE to efficiently synchronize and coordinate their

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<sup>1</sup> The CAISO submits this petition for limited waiver pursuant to Rule 207 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.207. Capitalized terms not otherwise defined herein have the meanings set forth in the CAISO tariff.

onboarding and readiness activities with PacifiCorp's spring 2026 schedule and vendor engagement activities. Good cause exists to grant this limited tariff waiver for the reasons explained below.

## **I. Background**

EDAM is a market design framework developed with extensive stakeholder input to allow participation in the CAISO's day-ahead market by balancing authorities (BAs) located in the Western states outside of the CAISO BA. By joining EDAM, a BA voluntarily enters into participation agreements to take part in the day-ahead market, similar to participation in the existing Western Energy Imbalance Market. Within the last year, the Commission accepted the CAISO's filing of revisions to its tariff to facilitate onboarding and implementation of EDAM effective December 21, 2023, with the balance of the EDAM tariff revisions accepted by the Commission currently scheduled to go into effect in 2026 on a date to be specified.<sup>2</sup>

The provisions of the CAISO tariff that went into effect on December 21 include tariff section 33.2.2, which states in relevant part:

The CAISO and the prospective EDAM Entity shall work together to determine the EDAM Entity Implementation Date based on the complexity and compatibility of the [external] Balancing Authority's transmission and technology systems with the CAISO systems and the planned timing of the CAISO's implementation of software enhancements. The EDAM Entity Implementation Date must be not less than six months and not more than twenty-four months after the date that the EDAM Entity Implementation Agreement between the CAISO and the Balancing Authority becomes effective in accordance with its terms.

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<sup>2</sup> See *Cal. Indep. Sys. Operator Corp.*, 185 FERC ¶ 61,210, at PP 1-2, 32, 41-44, and Ordering Paragraphs (A)-(D) (2023); *Cal. Indep. Sys. Operator Corp.*, Commission letter order, Docket No. ER23-2686-001 (Apr. 30, 2024) (accepting CAISO compliance filing in the proceeding).

The *pro forma* EDAM Entity Implementation Agreement, which the Commission also accepted effective December 21, 2023 appears in appendix B.31 to the tariff.

The CAISO and PGE (a prospective EDAM entity) have executed the EDAM Entity Implementation Agreement provided for informational purposes in Attachment A to this filing. This EDAM Entity Implementation Agreement is an agreement that conforms to the Commission-accepted *pro forma* agreement and thus does not need to be separately filed for Commission acceptance under Section 205 of the Federal Power Act. The CAISO will include the EDAM Entity Implementation Agreement in its Electric Quarterly Reports submitted to the Commission.

The CAISO and PGE have agreed that, subject to Commission acceptance of this waiver request, the EDAM Entity Implementation Agreement will become effective as of July 2, 2024, one day after the date of this filing.<sup>3</sup> However, the complexity of enabling PGE's transmission and technology systems to work in a compatible manner with the CAISO systems may require additional efforts over a period of slightly longer than 24 months, meaning it is not possible for PGE to implement its participation as an EDAM entity until the fall of 2026, *i.e.*, the EDAM Entity Implementation Date for PGE will be more than 24

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<sup>3</sup> Section 3.1 of the EDAM Entity Implementation Agreement contained in Attachment A hereto states in relevant part that the agreement will 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 applicable) . . . ." As shown in the signature block of the attached EDAM Entity Implementation Agreement, the CAISO and PGE each executed it on June 28, 2024, with the understanding that the CAISO would request a tariff waiver to allow the agreement to become effective July 2, 2024.

months after the effective date of the attached EDAM Entity Implementation Agreement. The waiver of the 24-month limit allows an efficient project effort to synchronize and coordinate the onboarding and readiness activities of PGE with the ongoing schedule for PacifiCorp's spring 2026 onboarding. This coordination of activities allows for efficient use of resources and vendor engagement via conducting joint meetings and discussions. PGE also seeks an EDAM Entity Implementation Date that will allow it to verify performance of its EDAM systems based on day-ahead production data without EDAM transfers from spring 2026 until fall 2026, when PGE becomes a full EDAM participant.

## **II. Petition for Waiver**

Good cause exists for the Commission to grant a limited waiver of tariff section 33.2.2 to allow the EDAM Entity Implementation Date for PGE to be more than 24 months after the agreed-upon effective date of the EDAM Entity Implementation Agreement between the CAISO and PGE. The Commission previously has granted requests for tariff waivers where: (1) the applicant acted in good faith; (2) the waiver was of limited scope; (3) the waiver addressed a concrete problem; and (4) the waiver did not have undesirable consequences, such as harming third parties.<sup>4</sup> This waiver petition meets all four conditions.

The CAISO has acted in good faith because it filed this petition for limited tariff waiver within one business day after the CAISO and PGE executed the EDAM Entity Implementation Agreement. The waiver is of limited scope in that it

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<sup>4</sup> See, e.g., *Cal. Indep. Sys. Operator Corp.*, 178 FERC ¶ 61,185, at PP 5-8 (2020); *Cal. Indep. Sys. Operator Corp.*, 155 FERC ¶ 61,039, at P 31 (2016); *N.Y. Indep. Sys. Operator, Inc.*, 146 FERC ¶ 61,061, at P 19 (2014); *PJM Interconnection, L.L.C.*, 146 FERC ¶ 61,041, at P 5 (2014); *ISO New Eng., Inc.*, 134 FERC ¶ 61,182, at P 8 (2011).

only concerns the applicability to PGE of the 24-month limit set forth in tariff section 33.2.2.

The waiver will remedy the concrete problem that more than 24 months from the effective date of the EDAM Entity Implementation Agreement are required for the CAISO and PGE to undertake the implementation steps needed to allow PGE to start participating in EDAM. In accordance with tariff section 33.2.2, the CAISO and PGE worked together to determine the EDAM Entity Implementation Date based on the complexity and compatibility of PGE's transmission and technology systems with the CAISO systems and the planned timing of the CAISO's implementation of software enhancements. This collaborative effort resulted in the CAISO and PGE agreeing to perform needed parallel implementation work with PacifiCorp, which has formally committed to participate in EDAM.<sup>5</sup> Completion of the parallel work is targeted for the spring of 2026. After this work is complete, PGE will then perform additional internal readiness work in order to be fully ready to participate in EDAM in the fall of 2026.

The CAISO and PGE have decided to execute the EDAM Entity Implementation Agreement now, rather than within 24 months of PGE's EDAM Entity Implementation Date, to allow the CAISO personnel responsible for EDAM implementation to engage immediately and integrate PGE into the existing EDAM implementation track schedules that are already underway for PacifiCorp. Keeping PGE and PacifiCorp on the same EDAM implementation schedule is

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<sup>5</sup> See <https://www.pacificorp.com/about/newsroom/news-releases/california-iso-edam.html>.

more efficient and creates the opportunity for joint implementation meetings and workshops and early vendor engagement that would otherwise not be available.

Finally, the waiver will not have undesirable consequences because the petition for limited tariff waiver will not cause any harm to a third party or otherwise cause any problems. In fact, granting this petition will benefit all customers participating in the day-ahead market by facilitating PGE's participation in EDAM after completing the necessary work described above. The CAISO does not anticipate needing to enter into any other EDAM Entity Implementation Agreements that have effective dates more than 24 months before the corresponding EDAM Entity Implementation Dates.

For the reasons explained above, good cause exists to grant the CAISO's request for limited waiver of the 24-month provision set forth in tariff section 33.2.2 to permit the EDAM Entity Implementation Agreement between the CAISO and PGE to have a prospective effective date of July 2, 2024.

### **III. Communications**

Correspondence and other communications regarding this filing should be directed to:

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Deputy General Counsel  
Andrew Ulmer  
Assistant General Counsel  
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Operator Corporation  
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### **IV. Service**

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

## V. Conclusion

For the reasons explained above, the Commission should find that good cause exists to grant this request for limited waiver of the applicability to PGE of the 24-month limit set forth in tariff section 33.2.2.

Respectfully submitted,

**/s/ Andrew Ulmer**

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Andrew Ulmer  
Assistant General Counsel  
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Operator Corporation  
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Counsel for the California Independent System Operator Corporation

Dated: July 1, 2024



## **ATTACHMENT A**

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**CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION**

**AND**

**PORTLAND GENERAL ELECTRIC COMPANY**

**EDAM ENTITY IMPLEMENTATION  
AGREEMENT**

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**THIS EXTENDED DAY-AHEAD MARKET ENTITY IMPLEMENTATION AGREEMENT**

("Agreement") is executed this 28th day of June, 2024, and is accepted by and between:

- (1) **Portland General Electric Company** having its registered and principal executive office at  
121 SW Salmon Street, Portland, OR, 97205 (EDAM Entity),  
  
and
- (2) California Independent System Operator Corporation, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, ("CAISO").

The EDAM Entity and the CAISO each are hereinafter referred to as the "Parties."

**Whereas:**

- A. The CAISO operates the Day-Ahead Market pursuant to the CAISO Tariff, and will extend the Day-Ahead Market to an EIM Entity that executes and performs in accordance with an EDAM Entity Implementation Agreement.
- B. Portland General Electric Company is an EIM Entity, or is in a concurrent implementation process to become an EIM Entity, and has requested to participate in the CAISO's Day-Ahead Market as an EDAM Entity.
- C. The Parties acknowledge that the rules and procedures governing participation in the CAISO's Day-Ahead Market as an EDAM Entity are set forth in the provisions of the CAISO Tariff as filed with the Federal Energy Regulatory Commission ("FERC") and that implementation as an EDAM Entity requires corresponding revisions to Portland General Electric Company Open Access Transmission Tariff/retail distribution tariff and the execution of associated service agreements;
- D. Implementation of participation by Portland General Electric Company in the CAISO's Day-Ahead Market as an EDAM Entity requires the CAISO to incur costs to set up its business and software systems on behalf of Portland General Electric Company.

- E. Portland General Electric Company has requested the CAISO to conduct or cause to be performed work to implement Portland General Electric Company as an EDAM Entity into the CAISO systems, and Portland General Electric Company will reimburse the CAISO for the actual costs incurred.
- F. The Parties are entering into this Agreement to set forth the terms upon which the CAISO will timely configure its systems to incorporate Portland General Electric Company as an EDAM Entity on or before October 1, 2026 ("EDAM Entity Implementation Date").

**NOW, THEREFORE**, in consideration of the mutual covenants contained 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) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (k) unless the context requires otherwise, “or” is used in the conjunctive sense; 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.

## ARTICLE II

### RESPONSIBILITIES OF EDAM ENTITY AND CAISO

- 2.1 Scope of Responsibilities.** The CAISO shall conduct or cause to be performed changes to the CAISO business and software systems, in accordance with the CAISO Tariff, to allow Portland General Electric Company to participate in the CAISO’s Day-Ahead Market as an EDAM Entity. The scope of the implementation will include planning and project management; full network modeling of resources; system integration and testing; metering and settlements; and operations readiness and training. The CAISO shall also provide Portland General Electric Company a project plan of implementation activities, including a schedule by which information and data will be required to be sent to the CAISO; testing to be performed by Portland General Electric Company; and training to meet the EDAM Entity Implementation Date.

- 2.2 Implementation Deposit and Cost Allocation.** Consistent with Section 33.11.5 of the CAISO tariff, Portland General Electric Company will provide a deposit and pay the actual costs of the implementation, including any actual amounts in excess of the initial deposit. The CAISO will provide invoices and refunds on a timely basis. Any difference between the deposit(s) made toward the implementation of Portland General Electric Company and associated administrative costs, and the actual cost of the implementation of Portland General Electric Company shall be paid by or refunded to Portland General Electric Company, in accordance with Article V of this Agreement.
- 2.3 Technical Data.** Portland General Electric Company will provide the CAISO technical data to facilitate the implementation in the Day-Ahead Market as an EDAM Entity and assumptions used for the data, such as system conditions, existing and planned generation, and unit modeling. The CAISO shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be incurred by Portland General Electric Company as a result of implementation in the Day-Ahead Market as an EDAM Entity.
- 2.4 Compliance with CAISO Tariff Requirements for an EDAM Entity.** Prior to the EDAM Entity Implementation Date, Portland General Electric Company will satisfy all requirements of the CAISO Tariff applicable to an EDAM Entity, including: (1) demonstrating that Portland General Electric Company satisfies all qualifications for participation as an EDAM Entity; (2) showing that Portland General Electric Company is authorized to make transmission available in its Balancing Authority Area consistent with the CAISO Tariff and the applicable transmission service tariffs, contracts, rules, procedures or other arrangements; (3) entering into an addendum to its EIM Entity Agreement with the CAISO governing Portland General Electric Company's participation in the Extended Day-Ahead Market; and (4) securing representation by an EDAM Entity Scheduling Coordinator.

## 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 applicable) 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.** The CAISO may terminate this Agreement by giving written notice of termination pursuant to Section 33.1 of the CAISO Tariff or in the event that Portland General Electric Company commits any material default under this Agreement or Section 33 of the CAISO Tariff that, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given Portland General Electric Company written notice of the default, unless the default is excused by reason of Uncontrollable Forces in accordance with Article IX of this Agreement. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination 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 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 Entity.** In the event that Portland General Electric Company no longer wishes to participate in the CAISO's Extended Day-Ahead Market as an EDAM Entity pursuant to the CAISO Tariff, it may terminate this Agreement on giving the CAISO not less than thirty (30) 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 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 or upon the next production date of the Full-Network

Model release following the thirty (30) days after the CAISO's receipt of Portland General Electric Company's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

- 3.3 No Termination Charge.** With the exception of the implementation costs, the CAISO shall not levy an exit fee or other charge associated with CAISO systems, procedures, or other changes required by the termination of Portland General Electric Company's participation in the Extended Day-Ahead Market as of the effective date of such notice, provided that Portland General Electric Company obligations incurred under this Agreement shall survive termination until satisfied.

## ARTICLE IV

### CAISO TARIFF

- 4.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to Section 33 of the CAISO Tariff and all other provisions of the CAISO Tariff applicable to an EDAM Entity.

## ARTICLE V

### COSTS AND ACCOUNTING

- 5.1 Costs.** The CAISO shall maintain records and accounts of all costs incurred in performing the implementation of the EDAM Entity in sufficient detail to allow verification of all costs incurred, including associated overheads.
- 5.2 Settlement of Deposit(s).** The deposit provided in accordance with Section 2.2 of this Agreement shall be applied to the prudent costs of the CAISO in implementing Portland General Electric Company as an EDAM Entity in the Day-Ahead Market. If the actual costs of the implementation of Portland General Electric Company are greater than the initial deposit provided by Portland General Electric Company, the CAISO will invoice Portland General Electric Company for an additional deposit amount to cover expenses. Payment of invoices shall be due no later than thirty (30) days after the date of receipt. Any



invoice payment past due will accrue interest, per annum, calculated in accordance with 5 C.F.R. 1315.10.

At the end of the implementation, the CAISO will provide a report that details deposit(s) received, actual costs incurred, and applicable interest earnings (on deposit balance) for each implementation project. Interest will be calculated at the end of the implementation project, from the time the deposit(s) was received until the implementation is completed. The calculation will be based on the average earning of the bank account, in which the deposit is held, on the remaining amount of the deposit. Any unused deposit remaining after the implementation is completed plus interest on the remaining deposit will be returned to Portland General Electric Company within ninety (90) calendar days after the implementation is completed; the CAISO and Portland General Electric Company approve the completion; and all required documents for the refund are received by the CAISO. All refunds will be processed following the CAISO's generally accepted accounting practices. Any deadline for CAISO action will be tolled to the extent Portland General Electric Company has not provided the CAISO with the appropriate documents to facilitate an eligible refund.

In the event this agreement is terminated by either party or both parties after Portland General Electric Company's implementation has begun, then the CAISO will make every attempt to halt work and related costs on the implementation as soon as practical and begin the refund process for any payments provided by Portland General Electric Company in excess of costs incurred by the CAISO, if applicable.

- 5.3 Audit.** Portland General Electric Company shall have the right, upon reasonable notice, within a reasonable time at the CAISO's offices and at its own expense, to audit the CAISO's records as necessary and as appropriate in order to verify costs incurred by the CAISO. Any audit requested by Portland General Electric Company shall be completed, and written notice of any audit dispute provided to the CAISO representative, within one hundred eighty (180) calendar days following receipt by Portland General Electric Company of the CAISO's notification of the final costs of the implementation of Portland General Electric Company.

## 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 Portland General Electric Company 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.** Portland General Electric Company 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 Portland General Electric Company prior to the effective date of this Agreement, including any arrangement with 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 Portland General Electric Company 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 Portland General Electric Company 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 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 Portland General Electric Company and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 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

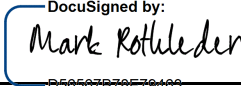
default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

- 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.

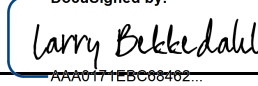
- 10.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained 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 Federal Power Act (“FPA”) and pursuant to FERC’s rules and regulations promulgated thereunder, and Portland General Electric Company 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 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.
- 10.10 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: \_\_\_\_\_  
D50507B70E79403...  
Name: Mark Rothleder  
Title: Sr VP / COO  
Date: 6/28/2024

**Portland General Electric Company**

DocuSigned by:  
  
By: \_\_\_\_\_  
AAA0171EBC00402...  
Name: Larry Bekkedahl  
Title: SVP Advanced Energy Delivery  
Date: 6/28/2024



**SCHEDULE 1****NOTICES****Portland General Electric Company**

Name of Primary

Representative: Larry Bekkedahl

Title: Senior Vice President, Advanced Energy Delivery

Company: Portland General Electric Company

Address: 121 SW Salmon Street

City/State/Zip Code: Portland, OR, 97205

Email Address: larry.bekkedahl@pgn.com

Phone: 503-464-7772

Fax No: N/A

Name of Alternative

Representative: Pam Sporborg

Title: Director, Transmission &amp; Markets

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**CAISO**

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Name of Alternative Representative: Christopher J. Sibley  
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