



California ISO

California Independent System Operator Corporation

July 30, 2024

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

**Re: California Independent System Operator Corporation
Filing of Amended and Restated Generator Scheduling
Agreement
Docket No. ER24-___-000**

Dear Secretary Reese:

The California Independent System Operator Corporation (“CAISO”) submits for filing and acceptance the First Amended and Restated Generator Scheduling Agreement (“Amended Agreement”) with the Western Area Power Administration – Sierra Nevada Region (“WAPA”). The Amended Agreement replaces the Generator Scheduling Agreement between the parties, previously filed with the Commission in 2017.¹ The Amended Agreement extends the term of the Generator Scheduling Agreement and contains additional minor edits (collectively, the “Revisions”).²

At the time of execution, the Generator Scheduling Agreement was interim, allowing WAPA to submit self-schedules for the O’Neill Pump-Generating Plant (“O’Neill”) and to transmit energy from the plant through a Scheduling Coordinator over the CAISO Controlled Grid while WAPA completed the interconnection of O’Neill within the Balancing Authority Area of Northern California (“BANC”). That interconnection project, however, was cancelled. Accordingly, the parties wish to extend the term of the Generator Scheduling Agreement so that WAPA may continue to schedule O’Neill per the agreement.

¹ Accepted by Commission letter order issued on October 30, 2017 in Docket No. ER17-2402-000.

² The CAISO submits this filing pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d, and Part 35 of the Commission’s regulations, 18 C.F.R. Part 35. Capitalized terms not otherwise defined herein have the meanings set forth in the CAISO Tariff and the First Amended and Restated Generator Scheduling Agreement.

By doing so, the Amended Agreement will continue to promote compliance with the CAISO tariff and Commission approved settlements between WAPA and Pacific Gas & Electric Company ("PG&E"). The scheduling of the resource, in turn, promotes reliability within the CAISO's balancing authority area.

The CAISO respectfully requests that the Commission accept the Amended Agreement effective November 1, 2024.

I. Background

Congress authorized the San Luis Unit, including the O'Neill Pump-Generating Plant ("O'Neill"), as a part of the Central Valley Project in 1960.³ O'Neill consists of an intake channel and six pump-generating units. Normally, the units operate as pumps. In limited situations, however, these units may also operate as generators. Given the intended nature of O'Neill as a sink (net energy consumer) for Central Valley power, the authorizing legislation for O'Neill does not authorize the sale of power from O'Neill for commercial purposes.

In 1965, PG&E and the United States Department of the Interior, Bureau of Reclamation ("Bureau"), entered into Contract No. 14-06-200-2207A ("Contract 2207A"), which in part provided for transmission service to and from WAPA's Tracy Substation to its San Luis Unit, including O'Neill. In 2004, PG&E submitted a series of rate filings and replacement agreements in Docket No. ER05-229-000 to implement a settlement agreement relating to the termination of certain long-term contracts approved by the Commission, including Contract 2207A. In 2006, a settlement between PG&E and WAPA was reached, in which WAPA agreed to become the Scheduling Coordinator for all federal San Luis and New Melones loads under Contract 2207A.⁴ As a result, PG&E would no longer have any Scheduling Coordinator responsibilities for any of these loads and resources. Accordingly, WAPA agreed to bear all responsibilities performed by a Scheduling Coordinator regarding these loads and resources. In addition, as a result of settlement proceedings in FERC Docket No. ER05-132-000 regarding generator interconnection agreements among PG&E, WAPA, and the Bureau, WAPA was not required to enter into a Participating Generator Agreement under the CAISO tariff.⁵ Rather, WAPA took over the Scheduling Coordinator duties for O'Neill and utilized CAISO's Existing Transmission Contract ("ETC") provisions to schedule O'Neill with CAISO.

With the termination of Contract 2207A on April 1, 2016, WAPA contacted the CAISO to determine how to schedule O'Neill after the contract terminated.

³ Public Law 86-488 (June 3, 1960).

⁴ See Certification of Uncontested Offer of Settlement, Docket No. ER05-229-002, 117 FERC ¶ 63,006 (October 10, 2006).

⁵ See Offer of Settlement, filed by PG&E, Docket No. ER05-132-000 (December 5, 2007).

As mentioned above, federal legislation does not authorize O'Neill for the sale of commercial power. Once Contract 2207A terminated, the inability of WAPA to sell energy for commercial power from O'Neill raised concerns about a potential conflict with FERC Order No. 741.⁶ Specifically, under Order No. 741 and the CAISO's filing in Docket No. ER12-18566⁷, the CAISO became the central counterparty to almost all market transactions, *i.e.*, the CAISO purchases energy from Scheduling Coordinators at the generator injection points and then sells energy to the Scheduling Coordinators that represent load serving take out points. As such, without the protection of an ETC with PG&E, if WAPA schedules O'Neill, WAPA must sell all of the generation from O'Neill to the CAISO, and WAPA must serve the entire O'Neill pump load with power it purchases from the CAISO.

Because WAPA does not have legal authority to sell power from O'Neill to the CAISO, WAPA raised concerns about its ability to comply with the CAISO tariff. WAPA also was in the process of interconnecting O'Neill to the proposed San Luis Transmission Project within BANC and outside of the CAISO balancing authority area. Due to the small size of O'Neill and the need for a short-term, interim agreement to govern the scheduling of O'Neill while WAPA completed the interconnection of O'Neill within BANC, the parties negotiated and executed the Generator Scheduling Agreement in 2017 to govern how they each would discharge their respective duties and responsibilities under the CAISO tariff during this limited time.

II. Revisions to the Generator Scheduling Agreement

Section 3.1 of the Generator Scheduling Agreement states that the agreement will remain in effect for five years from its designated effective date or until terminated. One year prior to the expiration of the five-year term, each party will determine whether to extend for another two-year term. A maximum of two such extensions, for a total nine-year term, is allowed. Further extensions beyond the potential nine-year term will require an amendment of the agreement and filing with the Commission.

When the initial five-year term of the Generator Scheduling Agreement expired on November 1, 2022, the parties agreed to a two-year extension pursuant to Section 3.1. This extension will expire on November 1, 2024.

Because the San Luis Transmission Project was cancelled and O'Neill will not be interconnected within BANC, the parties wish to extend the term of the Generator Scheduling Agreement indefinitely so that WAPA can continue to schedule O'Neill within the CAISO Controlled Grid. Accordingly, the parties have

⁶ FERC Order No. 741, Docket No. RM10-13-000, 133 FERC ¶ 61,060 (October 21, 2010).

⁷ See CAISO Tariff Filing in Docket No. ER12-1856 (May 25, 2012).

executed the First Amended and Restated Generator Scheduling Agreement that revises Section 3.1 to extend the term of the Amended Agreement until it is terminated by either party pursuant to Section 3.2.

In addition, Section 4.8 of the Generator Scheduling Agreement describes how WAPA will track the charges and credits associated with Standard Ramping Energy and Ramping Energy Deviations (as those terms are defined in the CAISO tariff) based on invoices and associated information issued by the CAISO. The parties have agreed to remove this provision from the Amended Agreement. As a result, these settlements will now be calculated in accordance with Section 11 of the CAISO tariff.⁸ This simplifies the settlement process because it will be settled the same as any other resource.

Because of the unique scope and purpose of the Amended Agreement with a federal entity, nothing in this Amended Agreement is meant to set a precedent for either the CAISO, WAPA or any CAISO market participant going forward.

III. Effective Date

The CAISO respectfully requests that the Commission accept the Amended Agreement, effective November 1, 2024.

IV. Service

The CAISO has served copies of this filing upon all parties to Docket ER17-2202-000, all Scheduling Coordinators, the California Public Utilities Commission, and the California Energy Commission. In addition, the CAISO has posted the filing on the CAISO website.

⁸ In addition to the Revisions discussed above, the Amended Agreement also includes non-material clarifying edits to the Recitals, none of which affect the substantive provisions of the Amended Agreement.

V. Correspondence

Under Rule 203(b)(3),⁹ the CAISO requests that all correspondence and other communications about this filing be served upon the following:

John E. Spomer*
Lead Counsel
California Independent System
Operator Corporation
250 Outcropping Way
Folsom, CA 95630
Tel: (916) 804-0389
Fax: (916) 608-7222
E-mail: jspomer@caiso.com

VI. Contents of Filing

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

Attachment A	Public – Executed Amendment
Attachment B	Public – Comparison redline of SA 4294, as revised by the amendment

⁹ 18 C.F.R. § 385.203(b)(3).

VII. Conclusion

The CAISO respectfully requests that the Commission accept the Amended Agreement as requested, with an effective date of November 1, 2024. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

By: /s/ John E. 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

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E-mail: jspomer@caiso.com

*Attorneys for the California Independent
System Operator Corporation*

Attachment A – Executed Amendment
First Amended and Restated Generator Scheduled Agreement
between
Western Area Power Administration
and the
California Independent System Operator Corporation
July 30, 2024

**FIRST AMENDED AND RESTATED
GENERATOR SCHEDULING AGREEMENT

CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION

AND

WESTERN AREA POWER ADMINISTRATION,
SIERRA NEVADA REGION**



GENERATOR SCHEDULING AGREEMENT

THIS AGREEMENT is dated this 19th day of July, 2024, and is entered into, by and between:

(1) **United States of America, acting by and through the Western Area Power Administration, Sierra Nevada Region** having its business address at 114 Parkshore Drive, Folsom, California 95630 ("WAPA");

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, initially 250 Outcropping Way, Folsom, California 95630 ("CAISO").

WAPA and the CAISO are hereinafter referred to as the "Parties".

Whereas:

- A. The CAISO Tariff provides that the CAISO shall not accept Bids for Energy or Ancillary Services generated by O'Neill Generating Plant interconnected to the CAISO Controlled Grid, or to the Distribution System of a Participating TO or of a UDC or MSS Operator otherwise than through a Scheduling Coordinator.
- B. The CAISO Tariff further provides that the CAISO shall not be obliged to accept Bids relating to Generation from O'Neill Generating Plant interconnected to the CAISO Controlled Grid unless the relevant Generator undertakes in writing to the CAISO to comply with all applicable provisions of the CAISO Tariff.
- C. WAPA is a federal power marketing administration that owns the federal Central Valley Project ("CVP") transmission system, the Malin-Round Mountain No. 1 500-kV Pacific AG Intertie transmission line, and part of the 500-kV California-Oregon Transmission Project, and among other things, markets, transmits and arranges for the delivery of power from CVP generators and other sources to its customers;
- D. U.S. Bureau of Reclamation (Reclamation) is a federal agency which, among other things, owns and operates certain hydroelectric generation facilities in California, including the O'Neill (San Luis Forebay) Pump-Generating Plant;



- E.** Reclamation intends for the San Luis & Delta Mendota Water Authority (Authority) to continue to operate the O'Neill Generating Plant, which is described in Schedule 1, in parallel operation with the Pacific Gas & Electric Company's Electric System;
- F.** The O'Neill Generating Plant, known as the O'Neill Pump-Generating Plant, is unique among the CVP facilities in that the United States Congress (public law 86-488; June 3, 1960) does not specifically authorize the sale of commercial power;
- G.** Self-Schedules submitted for O'Neill Generating Plant are only to supply native load, and shall not be construed as a sale to the CAISO;
- H.** Pursuant to settlement proceedings FERC Docket No. ER05-229, WAPA agreed to become a Scheduling Coordinator for all federal San Luis and New Melones loads and resources;
- I.** Pursuant to settlement proceedings FERC Docket No. ER05-132, WAPA was not required to enter into a Participating Generator Agreement under the CAISO Tariff, which the CAISO did not contest;
- J.** The Parties are entering into this Agreement in order to establish the terms and conditions on which the CAISO and WAPA will discharge their respective duties and responsibilities under the CAISO Tariff.
- K.** Due to the small size of the O'Neill Generating Plant the Parties have made mutual compromises to expedite this Agreement. Therefore, nothing in this Agreement is meant to set precedent for either the CAISO or WAPA.

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.** Unless defined in this Agreement, all capitalized 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, except as expressly provided otherwise in this Agreement;
- (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; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.



ARTICLE II

ACKNOWLEDGEMENTS OF WAPA AND CAISO

- 2.1 CAISO Responsibility.** The Parties acknowledge that the CAISO is responsible for the efficient use and reliable operation of the CAISO Controlled Grid consistent with achievement of planning and Operating Reserve criteria no less stringent than those established by the Western Electricity Coordinating Council and the North American Electric Reliability Corporation and further acknowledges that the CAISO may not be able to satisfy fully these responsibilities if WAPA fails to fully comply with all of its obligations under this Agreement.
- 2.2 Reliability Standard Compliance.** The Parties acknowledge that they are each responsible for compliance with the Reliability Standards consistent with their registered functions.

ARTICLE III

TERM AND TERMINATION

- 3.1 Effective Date and Term.** This Agreement shall be effective as of the date set forth above, unless accepted for filing and made effective by the Federal Energy Regulatory Commission ("FERC") on some other date, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement ("Effective Date").
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** Subject to Section 3.2.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that WAPA commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to WAPA, written notice of the default, unless 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. This Agreement shall terminate upon acceptance by FERC of such a notice of termination.
- 3.2.2 Termination by WAPA.** In the event that WAPA no longer needs to submit Self-Schedules for the O'Neill Generating Plant and transmit Energy from the O'Neill Generating Plant through a Scheduling Coordinator over the CAISO Controlled Grid, 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. This Agreement shall terminate upon acceptance by FERC of such a notice of termination. Although the CAISO must file the termination of this Agreement with FERC, since WAPA does not require authorization from FERC to terminate, the CAISO shall stop providing and WAPA shall stop taking any service under this Agreement on the effective date of the termination provided by WAPA regardless of any action or inaction by FERC in response to the CAISO's filing to terminate.

ARTICLE IV

TERMS AND CONDITIONS

- 4.1 **Scheduling O'Neill Generating Plant.** WAPA or its designee shall act as the Scheduling Coordinator for WAPA's rights described in this Agreement. Scheduling of all transactions using WAPA's rights in this Agreement shall be performed by WAPA's Scheduling Coordinator, in accordance with the Scheduling Coordinator Agreement and the bidding and scheduling provisions of the CAISO Tariff, including gross Self-Schedules from the O'Neill Generating Plant.
- 4.2 **Serving Native Load.** Bids for Supply submitted by WAPA for the O'Neill Generating Plant identified in Schedule 1 are not, and shall not be construed or deemed to be, a sale to the CAISO or other transaction that is financially settled by the CAISO to the extent that such Self-Schedules for Supply are submitted by WAPA to serve native load during that interval. For purposes of this section only, WAPA is using its entitlements to a resource to serve native load if it is serving demand inside the CAISO Balancing Authority Area and the total MW volume of such Self-Schedules for Supply that clear in any settlement interval is less than or equal to the metered CAISO Demand for that settlement interval for which such Self-Schedules for Supply are submitted. Nothing in the two preceding sentences shall affect credit requirements under Section 12 of the CAISO Tariff or settlements charges or credits issued pursuant to any section of the CAISO Tariff. The details of such Self-Schedules for Supply may be included in Settlement Statements by the CAISO for purposes of calculating settlement charges and credits other than for Supply.
- 4.3 **Technical Characteristics.** WAPA shall provide to the CAISO the required information regarding operating contacts, rated capacity, and operating characteristics of the O'Neill Generating Plant.
- 4.4 **Notification of Changes.** Sixty (60) days prior to changing any technical information in Schedule 1, WAPA shall notify the CAISO of the proposed changes. The CAISO shall post on the CAISO Website a schedule



showing, for at least one year in advance: (i) the proposed dates on which the CAISO's Master File will be updated, which dates shall occur at least every three months; (ii) the dates on which the information contained in the revised Master File will become effective; and (iii) the deadlines by which changed technical information must be submitted to the CAISO in order to be tested and included in the next scheduled update of the CAISO's Master File. The change will become effective upon the effective date for the next scheduled update of the Master File, provided WAPA submits the changed information by the applicable deadline. Subject to such notification this Agreement shall not apply to O'Neill Generating Plant identified in Schedule 1 which WAPA no longer owns nor has contractual entitlement.

- 4.5 Operating Limitations.** O'Neill Generating Plant operating limitations shall be set forth in Schedule 1 of this Agreement, the resource data template used for transmittal of WAPA technical data to the CAISO pursuant to the CAISO Tariff, or as otherwise mutually agreed to by the Parties.
- 4.6 Telemetry.** WAPA will provide telemetry from the O'Neill Generating Plant to the CAISO in accordance with Inter Control Center Protocol ("ICCP"). WAPA will maintain in effect telemetry from the O'Neill Generating Plant to the CAISO's EMS system to provide real-time data from the O'Neill Generating Plant to the CAISO pursuant to Applicable Reliability Criteria, provided that the specific nature and extent of the telemetry arrangements and real-time data points will be as mutually agreed by CAISO and WAPA representatives consistent with the telemetry arrangements in place on the effective date of this Agreement.
- 4.7 Limitations on CAISO Operating Orders.** The CAISO will not knowingly issue an operating order that: (1) requires WAPA to reduce its Generation below the delineated minimum operating limit, other than in a System Emergency; (2) conflicts with operating instructions provided by WAPA; (3) results in damage to WAPA's equipment, provided that any such equipment limitation has been provided to the CAISO and incorporated in WAPA's operating instructions to the CAISO; or requires Reclamation to violate its statutory obligations specifically identified in Schedule 1. If WAPA: (1) receives a Schedule which requires operation below the minimum operating limit, and (2) deviates from that Schedule to continue to operate at the minimum operating limit, it will not be subject to any penalties or sanctions as a result of operating at the minimum operating limit. WAPA's consequences for deviating from Schedules in Real-Time will be governed by the CAISO Tariff. Reclamation is solely responsible for the operation and dispatch of the O'Neill Generating Plant and WAPA is responsible to Schedule the O'Neill Generating Plant in accordance with



this Agreement. The Parties understand that CAISO's Automated Dispatch System will issue Dispatch Instructions with respect to the O'Neill Generating Plant that match the Self-Schedule submitted by WAPA and, while such Dispatch Instructions issued by CAISO are not binding on Reclamation, WAPA will nonetheless be responsible for Settlement of all deviations by the O'Neill Generating Plant from the Self-Schedule submitted by WAPA. While WAPA is responsible for the Settlement of all charges and costs associated with Self-Schedules from the O'Neill Generating Plant in accordance with the CAISO Tariff, WAPA and Reclamation shall not be subject to any penalties for failure to follow a Dispatch Instruction issued by the CAISO.

4.8 Agreement Subject to CAISO Tariff. The Parties will comply with all applicable provisions of the CAISO Tariff except as expressly provided in this Agreement. If and to the extent a matter is specifically addressed by a provision of this Agreement, the provisions of this Agreement shall govern notwithstanding any inconsistent provision of the CAISO Tariff.

4.9 Obligations relating to Major Incidents

4.9.1 Major Incident Reports. WAPA shall promptly provide such information as the CAISO may reasonably request in relation to major incidents, in accordance with Section 4.6.7.3 of the CAISO Tariff.

4.9.2 Dispatch and Curtailment. If CAISO requests WAPA to increase or curtail the O'Neill Generating Plant to respond to an existing or imminent System Emergency or condition that would compromise the integrity or reliability of the CAISO Balancing Authority Area, if in Reclamation's judgment, Reclamation can respond, Reclamation shall voluntarily accept the Dispatch Instruction to increase or curtail O'Neill Generating Plant.

ARTICLE V

COSTS

5.1 Operating and Maintenance Costs. WAPA shall be responsible for all its costs incurred in connection with operating and maintaining the O'Neill Generating Plant identified in Schedule 1 for the purpose of 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 WAPA and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII

REPRESENTATIONS

- 7.1 Representation.** Each Party represents that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 7.2 Necessary Approvals.** WAPA represents that all necessary leases, approvals, permits, licenses, easements, rights of way or access to install, own and/or operate its O'Neill Generating Plant have been or will be obtained by WAPA prior to the effective date of this Agreement.

ARTICLE VIII

LIABILITY

- 8.1 Liability.** Subject to applicable law, 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 WAPA 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 WAPA 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 and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 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 WAPA 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 2. A Party must update the information in Schedule 2 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 United States of America. 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 federal court of the United States of America with appropriate jurisdiction 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. If the amendment does not require FERC approval, the amendment will be filed with FERC for information. 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 WAPA 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 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.



10.10 Rights Reserved. Execution of this Agreement does not deprive WAPA of any unexpressed legal right, either under law or under an existing power purchase agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Covenant Against Contingent Fees.** The CAISO warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CAISO for the purpose of securing business. For breach or violation of this warranty, WAPA shall have the right to annul this Agreement without liability or in its discretion to deduct from the price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- 11.2 Contingent Upon Appropriations.** Where activities provided for in this Agreement extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of WAPA's obligations under this Agreement. In case such appropriation is not made, the CAISO hereby releases WAPA from its obligations and from all liability due to the failure of Congress to make such appropriation.
- 11.3 Contract Work Hours and Safety Standards.** This Agreement, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 3701, is subject to the provisions of the Act, 40 U.S.C.A. §§ 3701-3708, and to regulations promulgated by the Secretary of Labor pursuant to the Act.
- 11.4 Equal Opportunity Employment Practices.** Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the CAISO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into this Agreement, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal Law.
- 11.5 Use of Convict Labor.** The CAISO agrees not to employ any person undergoing sentence of imprisonment in performing this Agreement



except as provided by 18 U.S.C. § 3622 (c) (2) and Executive Order 11755, December 29, 1973.

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:
Neil Millar
9236FA183EA64FB...
Name: Neil Millar
Title: Vice President Infrastructure & Ops Planning
Date: 7/19/2024

Western Area Power Administration, Sierra Nevada Region

By: DocuSigned by:
Arun K. Sethi
AADDFB8C7C1848E...
Name: Arun K. Sethi
Title: VP, Power Marketing
Date: 7/18/2024

Section 1: Technical Characteristics of O'Neill Generating Plant

1/ Current effective values for purposes of submitting Self-Schedules and Bids for Energy in the CAISO Markets may differ from those set forth in this Schedule 1, depending on the results of CAISO performance testing. More detailed operating data must be provided at a time and in a format specified by the CAISO in response to CAISO requests pursuant to CAISO Tariff Sections 4.6.4, and 4.6.7.1 and 30.

14

Section 2: Limitations of O'Neill Generating Plant

Approval Date: 7/17/2017

SCHEDULE 2

NOTICES

(Section 10.2)

WAPA

Name of Primary

Representative:

Arun K. Sethi

Title:

Vice President of Power Marketing For Sierra Nevada Region

Company:

Western Area Power Administration

Address:

114 Parkshore Drive

City/State/Zip Code:

Folsom, CA 95630

Email Address:

asethi@wapa.gov

Phone:

(916) 353-4452

Fax No:

(916) 985-1931

Name of Alternative

Representative:

Sandee Peebles

Title:

Contracts and Energy Services Manager

Company:

Western Area Power Administration

Address:

114 Parkshore Drive

City/State/Zip Code:

Folsom, CA 95630

Email Address:

peebles@wapa.gov

Phone:

(916) 353-4454

Fax No:

(916) 985-1931

**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: Christopher J. Sibley
Title: Sr. Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063

Attachment B – Comparison Redline of SA 4294
First Amended and Restated Generator Scheduled Agreement
between
Western Area Power Administration
and the
California Independent System Operator Corporation
July 30, 2024

FIRST AMENDED AND RESTATED

GENERATOR SCHEDULING AGREEMENT

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

AND

**WESTERN AREA POWER ADMINISTRATION,
SIERRA NEVADA REGION**



GENERATOR SCHEDULING AGREEMENT

THIS AGREEMENT is dated this _____ day of _____, 2024, _____, and is entered into, by and between:

- (1) **United States of America, acting by and through the Western Area Power Administration, Sierra Nevada Region** having its business address at 114 Parkshore Drive, Folsom, California 95630 ("WAPA~~Western~~");

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, initially 250 Outcropping Way, Folsom, California 95630 ("CAISO").

WAPA~~The Western~~ and the CAISO are hereinafter referred to as the "Parties".

Whereas:

- A. The CAISO Tariff provides that the CAISO shall not accept Bids for Energy or Ancillary Services generated by O'Neill Generating Plant interconnected to the CAISO Controlled Grid, or to the Distribution System of a Participating TO or of a UDC or MSS Operator otherwise than through a Scheduling Coordinator.
- B. The CAISO Tariff further provides that the CAISO shall not be obliged to accept Bids relating to Generation from O'Neill Generating Plant interconnected to the CAISO Controlled Grid unless the relevant Generator undertakes in writing to the CAISO to comply with all applicable provisions of the CAISO Tariff.
- C. WAPA~~Western~~ is a federal power marketing administration that owns the federal Central Valley Project ("CVP") transmission system, the Malin-Round Mountain No. 1 500-kV Pacific AG Intertie transmission line, and part of the 500-kV California-Oregon Transmission Project, and among other things, markets, transmits and arranges for the delivery of power from CVP generators and other sources to its customers;
- D. U.S. Bureau of Reclamation (Reclamation) is a federal agency which, among other things, owns and operates certain hydroelectric generation



- facilities in California, including the O'Neill (San Luis Forebay) Pump-Generating Plant;
- E. ~~U.S. Bureau of~~ Reclamation intends for the San Luis & Delta Mendota Water Authority (Authority) to continue to operate the O'Neill Generating Plant, which is described in Schedule 1, in parallel operation with the Pacific Gas & Electric Company's Electric System;
 - F. The O'Neill Generating Plant, known as the O'Neill Pump-Generating Plant, is unique among the CVP facilities in that the United States Congress (public law 86-488; June 3, 1960) does not specifically authorize the sale of commercial power;
 - G. Self-Schedules submitted for O'Neill Generating Plant are only to supply native load, and shall not be construed as a sale to the CAISO;
 - H. Pursuant to settlement proceedings FERC Docket No. ER05-229, ~~WAPAWestern~~ agreed to become a Scheduling Coordinator for all federal San Luis and New Melones loads and resources;
 - I. Pursuant to settlement proceedings FERC Docket No. ER05-132, ~~WAPAWestern~~ was not required to enter into a Participating Generator Agreement under the CAISO Tariff, which the CAISO did not contest;
 - J. The Parties are entering into this Agreement in order to establish the terms and conditions on which the CAISO and ~~WAPAWestern~~ will discharge their respective duties and responsibilities under the CAISO Tariff.
 - K. Due to the small size of the O'Neill Generating Plant ~~and the anticipated limited duration of this Agreement~~, the Parties have made mutual compromises to expedite this Agreement. Therefore, nothing in this Agreement is meant to set precedent for either the CAISO or WAPA.

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.** Unless defined in this Agreement, all capitalized 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, except as expressly provided otherwise in this Agreement;
- (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; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.



ARTICLE II

ACKNOWLEDGEMENTS OF WAPAWESTERN AND CAISO

- 2.1 CAISO Responsibility.** The Parties acknowledge that the CAISO is responsible for the efficient use and reliable operation of the CAISO Controlled Grid consistent with achievement of planning and Operating Reserve criteria no less stringent than those established by the Western Electricity Coordinating Council and the North American Electric Reliability Corporation and further acknowledges that the CAISO may not be able to satisfy fully these responsibilities if WAPAWestern fails to fully comply with all of its obligations under this Agreement.
- 2.2 Reliability Standard Compliance.** The Parties acknowledge that they are each responsible for compliance with the Reliability Standards consistent with their registered functions.

ARTICLE III

TERM AND TERMINATION

- 3.1 Effective Date and Term.** This Agreement shall be effective as of the date set forth above, unless accepted for filing and made effective by the Federal Energy Regulatory Commission ("FERC") on some other date, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement ("Effective Date"). ~~for a term of five (5) years from the effective date or until terminated pursuant to Section 3.2 of this Agreement ("Effective Date"). Except as limited below, one year prior to the expiration of the term, each Party shall determine in its sole discretion whether to extend the Agreement for another two years. If the Parties agree, they may extend the term of this Agreement for two years by entering into a written instrument extending the term, up to a maximum of two such extensions. Further extensions of this Agreement shall constitute an amendment in accordance with Section 10.8 of this Agreement.~~
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** Subject to Section 3.2.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that WAPAWestern commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to WAPAWestern, written notice of the default, unless 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. This Agreement shall terminate upon acceptance by FERC of such a notice of termination.

- 3.2.2 Termination by WAPAWestern.** In the event that WAPAWestern no longer needs to submit Self-Schedules for the O'Neill Generating Plant and transmit Energy from the O'Neill Generating Plant through a Scheduling Coordinator over the CAISO Controlled Grid, 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. This Agreement shall terminate upon acceptance by FERC of such a notice of termination. Although the CAISO must file the termination of this Agreement with FERC, since WAPAWestern does not require authorization from FERC to terminate, the CAISO shall stop providing and WAPAWestern shall stop taking any service under this Agreement on the effective date of the termination provided by WAPAWestern regardless of any action or inaction by FERC in response to the CAISO's filing to terminate.

ARTICLE IV

TERMS AND CONDITIONS

- 4.1 Scheduling O'Neill Generating Plant.** WAPAWestern or its designee shall act as the Scheduling Coordinator for WAPA'sWestern's rights described in this Agreement. Scheduling of all transactions using WAPA'sWestern's rights in this Agreement shall be performed by WAPA'sWestern's Scheduling Coordinator, in accordance with the Scheduling Coordinator Agreement and the bidding and scheduling provisions of the CAISO Tariff, including gross Self-Schedules from the O'Neill Generating Plant.
- 4.2 Serving Native Load.** Bids for Supply submitted by WAPAWestern for the O'Neill Generating Plant identified in Schedule 1 are not, and shall not be construed or deemed to be, a sale to the CAISO or other transaction that is financially settled by the CAISO to the extent that such Self-Schedules for Supply are submitted by WAPAWestern to serve native load during that interval. For purposes of this section only, WAPAWestern is using its entitlements to a resource to serve native load if it is serving demand inside the CAISO Balancing Authority Area and the total MW volume of such Self-Schedules for Supply that clear in any settlement interval is less than or equal to the metered CAISO Demand for that settlement interval for which such Self-Schedules for Supply are submitted. Nothing in the two preceding sentences shall affect credit requirements under Section 12 of the CAISO Tariff or settlements charges



or credits issued pursuant to any section of the CAISO Tariff. The details of such Self-Schedules for Supply may be included in Settlement Statements by the CAISO for purposes of calculating settlement charges and credits other than for Supply.

- 4.3 Technical Characteristics.** WAPAWestern shall provide to the CAISO the required information regarding operating contacts, rated capacity, and operating characteristics of the O'Neill Generating Plant.
- 4.4 Notification of Changes.** Sixty (60) days prior to changing any technical information in Schedule 1, WAPAWestern shall notify the CAISO of the proposed changes. The CAISO shall post on the CAISO Website a schedule showing, for at least one year in advance: (i) the proposed dates on which the CAISO's Master File will be updated, which dates shall occur at least every three months; (ii) the dates on which the information contained in the revised Master File will become effective; and (iii) the deadlines by which changed technical information must be submitted to the CAISO in order to be tested and included in the next scheduled update of the CAISO's Master File. The change will become effective upon the effective date for the next scheduled update of the Master File, provided WAPAWestern submits the changed information by the applicable deadline. Subject to such notification this Agreement shall not apply to O'Neill Generating Plant identified in Schedule 1 which WAPAWestern no longer owns nor has contractual entitlement.
- 4.5 Operating Limitations.** O'Neill Generating Plant operating limitations shall be set forth in Schedule 1 of this Agreement, the resource data template used for transmittal of WAPAWestern technical data to the CAISO pursuant to the CAISO Tariff, or as otherwise mutually agreed to by the Parties.
- 4.6 Telemetry.** WAPAWestern will provide telemetry from the O'Neill Generating Plant to the CAISO in accordance with Inter Control Center Protocol ("ICCP"). WAPAWestern will maintain in effect telemetry from the O'Neill Generating Plant to the CAISO's EMS system to provide real-time data from the O'Neill Generating Plant to the CAISO pursuant to Applicable Reliability Criteria, provided that the specific nature and extent of the telemetry arrangements and real-time data points will be as mutually agreed by CAISO and WAPAWestern representatives consistent with the telemetry arrangements in place on the effective date of this Agreement.
- 4.7 Limitations on CAISO Operating Orders.** The CAISO will not knowingly issue an operating order that: (1) requires WAPAWestern to reduce its Generation below the delineated minimum operating limit, other than in a



System Emergency; (2) conflicts with operating instructions provided by WAPAWestern; (3) results in damage to WAPAWestern's equipment, provided that any such equipment limitation has been provided to the CAISO and incorporated in WAPAWestern's operating instructions to the CAISO; or requires U.S. Bureau of Reclamation to violate its statutory obligations specifically identified in Schedule 1. If WAPAWestern: (1) receives a Schedule which requires operation below the minimum operating limit, and (2) deviates from that Schedule to continue to operate at the minimum operating limit, it will not be subject to any penalties or sanctions as a result of operating at the minimum operating limit. WAPAWestern's consequences for deviating from Schedules in Real-Time will be governed by the CAISO Tariff. ~~The U.S. Bureau of~~ Reclamation is solely responsible for the operation and dispatch of the O'Neill Generating Plant and WAPAWestern is responsible to Schedule the O'Neill Generating Plant in accordance with this Agreement. The Parties understand that CAISO's Automated Dispatch System will issue Dispatch Instructions with respect to the O'Neill Generating Plant that match the Self-Schedule submitted by WAPAWestern and, while such Dispatch Instructions issued by CAISO are not binding on ~~the U.S. Bureau of~~ Reclamation, WAPAWestern will nonetheless be responsible for Settlement of all deviations by the O'Neill Generating Plant from the Self-Schedule submitted by WAPAWestern. While WAPA is responsible for the Settlement of all charges and costs associated with Self-Schedules from the O'Neill Generating Plant in accordance with the CAISO Tariff, WAPA and ~~Bureau of~~ Reclamation shall not be subject to any penalties for failure to follow a Dispatch Instruction issued by the CAISO.

- 4.8 Ramping Energy.** ~~WAPA will track the Settlement for charges and credits associated with Standard Ramping Energy and Ramping Energy Deviations separate from other charges and credits associated with the Settlement of Self-Schedules for the O'Neill Generating Plant based on the Invoices issued by the CAISO and the associated information made available by the CAISO. Every 12 months, from the Effective Date, WAPA shall total the charges and credits for these deviations for the previous 12 months. If the Standard Ramping Energy and Ramping Energy Deviation charges less the credits for the period results in a net charge of more than 5% of WAPA's total Invoices under this Agreement for the period, CAISO and WAPA will enter into good faith negotiations to resolve the matter and amend this Agreement if necessary. If the Standard Ramping Energy and Ramping Energy Deviation charges less the credits for the 12 month period results in a net credit to WAPA, WAPA shall subtract that credit from the calculation performed in the next 12 month period.~~



- 4.9 Agreement Subject to CAISO Tariff.** The Parties will comply with all applicable provisions of the CAISO Tariff except as expressly provided in this Agreement. If and to the extent a matter is specifically addressed by a provision of this Agreement, the provisions of this Agreement shall govern notwithstanding any inconsistent provision of the CAISO Tariff.



4.910 Obligations relating to Major Incidents

4.910.1 Major Incident Reports. ~~WAPAWestern~~ shall promptly provide such information as the CAISO may reasonably request in relation to major incidents, in accordance with Section 4.6.7.3 of the CAISO Tariff.

4.910.2 Dispatch and Curtailment. If CAISO requests ~~WAPAWestern~~ to increase or curtail the O'Neill Generating Plant to respond to an existing or imminent System Emergency or condition that would compromise the integrity or reliability of the CAISO Balancing Authority Area, if in Reclamation's judgment, Reclamation can respond, Reclamation shall voluntarily accept the Dispatch Instruction to increase or curtail O'Neill Generating Plant.

ARTICLE V

COSTS

5.1 Operating and Maintenance Costs. ~~WAPAWestern~~ shall be responsible for all its costs incurred in connection with operating and maintaining the O'Neill Generating Plant identified in Schedule 1 for the purpose of 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 WAPAWestern and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII

REPRESENTATIONS

- 7.1 Representation.** Each Party represents that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 7.2 Necessary Approvals.** WAPAWestern represents that all necessary leases, approvals, permits, licenses, easements, rights of way or access to install, own and/or operate its O'Neill Generating Plant have been or will be obtained by WAPAWestern prior to the effective date of this Agreement.

ARTICLE VIII

LIABILITY

- 8.1 Liability.** Subject to applicable law, 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 WAPAWestern 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 WAPAWestern 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 and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 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 WAPAWestern 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 2. A Party must update the information in Schedule 2 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 United States of America. 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 federal court of the United States of America with appropriate jurisdiction 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. If the amendment does not require FERC approval, the amendment will be filed with FERC for information. 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 ~~WAPA~~^{the Western} 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 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.

- 10.10 Rights Reserved.** Execution of this Agreement does not deprive ~~WAPA~~Western of any unexpressed legal right, either under law or under an existing power purchase agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Covenant Against Contingent Fees.** The CAISO warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CAISO for the purpose of securing business. For breach or violation of this warranty, ~~WAPA~~Western shall have the right to annul this Agreement without liability or in its discretion to deduct from the price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- 11.2 Contingent Upon Appropriations.** Where activities provided for in this Agreement extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of ~~WAPA's~~Western's obligations under this Agreement. In case such appropriation is not made, the CAISO hereby releases ~~WAPA~~Western from its obligations and from all liability due to the failure of Congress to make such appropriation.
- 11.3 Contract Work Hours and Safety Standards.** This Agreement, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 3701, is subject to the provisions of the Act, 40 U.S.C.A. §§ 3701-3708, and to regulations promulgated by the Secretary of Labor pursuant to the Act.
- 11.4 Equal Opportunity Employment Practices.** Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the CAISO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written



into this Agreement, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal Law.

11.5 Use of Convict Labor. The CAISO agrees not to employ any person undergoing sentence of imprisonment in performing this Agreement except as provided by 18 U.S.C. § 3622 (c) (2) and Executive Order 11755, December 29, 1973.

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: _____

Western Area Power Administration, Sierra Nevada Region

By: _____

Name: _____

Title: _____

Date: _____

Section 1: Technical Characteristics of O'Neill Generating Plant

1/ Current effective values for purposes of submitting Self-Schedules and Bids for Energy in the CAISO Markets may differ from those set forth in this Schedule 1, depending on the results of CAISO performance testing. More detailed operating data must be provided at a time and in a format specified by the CAISO in response to CAISO requests pursuant to CAISO Tariff Sections 4.6.4, and 4.6.7.1 and 30.

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Section 2: Limitations of O'Neill Generating Plant

17



Approval Date: 7/17/2017

SCHEDULE 2
NOTICES
(Section 10.2)

WAPA

Western

Name of Primary

Representative: Arun K. Sethi~~Senja A Anderson~~

Title: _____ Vice President of Power Marketing _____
_____ For Sierra Nevada
Region _____

Company: Western Area Power Administration _____

Address: 114 Parkshore Drive _____

City/State/Zip Code: Folsom, CA -95630 _____

Email Address: asethi~~sanderse~~@wapa.gov _____

Phone: (916) 353-44524421 _____

Fax No: (916) 985-1931 _____

Name of Alternative

Representative: Sandee Peebles~~Jeanne Haas~~

Title: _____ Contracts and
Energy Services Manager

Company: _____ Western Area Power
Administration

Address: _____ 114 Parkshore Drive _____

City/State/Zip Code: _____ Folsom, CA -95630 _____

Email Address: peebles@wapa.gov _____
haas@wapa.gov _____



Phone: (916) 353-44544438

Fax No: (916) 985-1931

**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: Christopher J. Sibley
Title: Sr. Manager, Regulatory Contracts
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: csibley@caiso.com
Phone: (916) 608-7030
Fax: (916) 608-5063