

June 29, 2022

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

**Re: California Independent System Operator Corporation
Filing of EIM Entity Agreement with Avangrid Renewables**

Docket No. ER22-____-000

Dear Secretary Bose:

The California Independent System Operator Corporation (“CAISO”) submits for Commission acceptance the EIM Entity Agreement (“Agreement”) between the CAISO and Avangrid Renewables, LLC (“Avangrid Renewables”).¹ The Agreement sets forth the legal obligations and operational rules that will govern Avangrid Renewables’ participation in the CAISO’s Western Energy Imbalance Market (“WEIM”). The WEIM is the vehicle by which entities outside the CAISO’s balancing authority area participate in the CAISO’s real-time market. Under the Agreement, Avangrid Renewables will comply with the CAISO tariff provisions applicable to WEIM entities, with a limited modification to account for Avangrid Renewables status as a generation only balancing authority that is not a transmission service provider. The CAISO requests that the Commission accept the Agreement effective 61 days after the date of this filing, *i.e.*, August 29, 2022, so the CAISO and Avangrid Renewables can timely complete all necessary actions to enable Avangrid Renewables to commence participation in the WEIM on April 5, 2023.

I. Background

The WEIM provides other balancing authority areas in the Western Interconnection with the opportunity to participate in the real-time market for imbalance energy that the CAISO operates in its own balancing authority area. PacifiCorp’s two balancing authority areas (PacifiCorp East and PacifiCorp West) were the first to join the WEIM. The CAISO’s market rules allowing that

¹ The CAISO submits the Agreement pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d. The Agreement is designated as Service Agreement No. 7103 under the CAISO tariff.

participation went into effect on October 24, 2014, for the first trading day November 1, 2014.

The WEIM has continued to develop and attract the interest of a diverse array of participants throughout the Western Interconnection. Since its inception in 2014, the WEIM has grown to 19 participating entities and has produced more than \$2 billion in benefits to its participants.² This number will grow to 22 entities in 2023, representing approximately 79 percent of the load across the Western Interconnection. Avangrid Renewables will join in 2023 and be the first generation only balancing authority to participate in the WEIM.

II. Avangrid Renewables Generation Only Balancing Authority Area

Avangrid Renewables operates what is conventionally referred to as a generator-only balancing authority area (BAA). The Avangrid Renewables BAA went operational on July 31, 2018. It operates as a transmission dependent BAA located primarily within the Bonneville Power Administration transmission system. It is geographically located entirely within the states of Washington and Oregon.

Avangrid owns and operates 18 generation facilities and provides balancing services for one third party generator which are made up of primarily wind resources within the BAA. The total nameplate capacity is 2,763MW, with an additional 4 facilities under construction. Also sitting within the BAA are pseudo tied contracted hydro facilities and the Klamath Falls Cogeneration (535 MW) and Peaking (100 MW) facilities.

Avangrid Renewables currently holds 2,482 MWs of firm point to point transmission service of various lengths and tenors on the Bonneville Power Administration transmissions system. This transmission service is primarily held for delivery of its generating facilities with firm off-take agreements. To the extent the expected output of any generating facility (contracted or not) is less than the nameplate capacity, Avangrid Renewables intends to make its unneeded transmission service available for use in the WEIM. Avangrid Renewables anticipates that 300 to 500 MWs of its transmission service will routinely be made available to the WEIM.

III. Generation Only Balancing Authority Operation and Settlement

CAISO operation and settlement of a generation only BAA in the WEIM will account for all expected inputs and outputs from the market, including base schedules and economic bids, a demand forecast, metered demand as a zero or null

² Western Energy Imbalance Market Benefits Report First Quarter 2022, April 21, 2022.

value and measured demand based on interchange.³ The WEIM will dispatch available resources to meet the BAA demand forecast, including export schedules, and support WEIM transfers up to the up to the transfer limits. Meter data for generation and after-the-fact tags for import and export schedules will be provided by Avangrid Renewables for settlement purposes.

The vast majority of accounting for a generation only BAA is no different than it is for other BAAs in the WEIM today, and the resulting settlement will in all cases be consistent with the outcome of the associated CAISO tariff allocation. Generation will settle at the relevant FMM and RTD locational marginal price and import and export schedules will settle at the relevant intertie FMM and RTD locational marginal price. Generation deviations will be settled at the relevant RTD locational marginal price. Import and export schedule deviations will be settled at the relevant intertie RTD locational marginal price. Generation settlement will include a GHG payment based on its bid adder if it provides energy to GHG region. However, there are some settlement charge codes where the embedded allocation methodology is to load ratio share or measured demand ratio share. These few charge codes did require the CAISO to further consider the mechanics of such allocations in the absence of load within a generation only BAA in support of the Avangrid Renewables implementation consistent with the CAISO tariff.

For charge codes allocated to measured demand ratio shares, generation only balancing authority areas will settle as they otherwise would in a BAA with load because the determinants include real time interchange export schedules, which is not a null value. In cases where the allocation is based on load ratio share as a method to align the allocation determinant, any BAA costs will be allocated directly to Avangrid Renewables as the WEIM entity even though load is a null value. This allocation of BAA costs is consistent with the outcome of the associated CAISO tariff allocation that would assign the costs to the BAA in any event, and it is appropriate because these costs are indeed the responsibility of the generation only BAA and should not be shared across the WEIM area footprint. Without an allocation to the generation only BAA, these charge codes could result in a cost shift to other BAAs that would not be appropriate settlement. This implementation issue, *i.e.*, the allocation of load ratio share charge code determinants directly to the WEIM entity responsible for a generation only BAA, will be documented and addressed through the update and publication procedures associated with the relevant settlement configuration guides.⁴ There are currently six charge codes that include load ratio share determinants to be addressed in this manner. The following two examples

³ EIM measured demand includes metered EIM demand (zero) plus real-time interchange export schedules.

⁴ The CAISO publishes updates to its settlement configuration guides through its business practice manual change management process (<http://www.caiso.com/rules/Pages/BusinessPracticeManuals/Default.aspx>).

illustrate how the CAISO would allocate charge codes with load ratio share determinants to a generation only BAA. One example illustrates how this would occur as a direct assignment to the BAA, which will be how the CAISO plans to address this issue in five of the six charge codes, while the other example explains how through separate and independently planned tariff changes prior to the implementation of Avangrid Renewables the sixth charge code will no longer include load ratio share determinants.

Unaccounted for energy is the difference between supply and demand plus losses within a BAA participating in the WEIM. Unaccounted for energy quantities account for the difference between forecast energy usage and actual energy usage, specifically the difference between real time market power flow losses and actual losses. Unaccounted for energy quantities will settle at the RTM locational marginal price for Avangrid Renewables' load aggregation point and be allocated directly to Avangrid Renewables' WEIM entity scheduling coordinator. Unaccounted for energy costs are the responsibility of the WEIM BAA and should be allocated to scheduling coordinators responsible for the WEIM BAA.⁵ For WEIM BAAs with load, the unaccounted for energy costs are generally sub-allocated to the load within that WEIM BAA through the applicable WEIM entity process, which is typically their OATT. For WEIM generation only BAAs, *i.e.*, in the absence of load within the WEIM BAA, the unaccounted for energy is appropriately allocated to Avangrid Renewables as the entity responsible for the generation only BAA even though they will remain responsible for these costs in the absence of load or an OATT for sub-allocation.⁶

Flexible ramping cost allocation is an illustration of a current load ratio share charge code that will be addressed through tariff changes proposed as part of the CAISO's flexible ramping product refinements.⁷ Forecast movement settlement is the product of the forecasted movement quantity and the price difference of the flexible ramp up price and the flexible ramp down price. The resource sufficiency evaluation flexibility test is performed for each BAA directionally to ensure that all BAAs provide enough flexible capacity to meet their BAA's flexible uncertainty requirements. If the BAA passes the resource sufficiency evaluation flexibility test in a specific direction, up or down, then that BAA will be considered part of the group of

⁵ See CAISO Tariff section 29.11(c)(1) (providing that the CAISO will calculate unaccounted for energy for each WEIM entity BAA as the difference between metered demand, and the sum of the metered supply and the metered values at the interties, adjusted for losses).

⁶ WEIM entity sub-allocation settlement rules are generally beyond the scope of the CAISO tariff, and the CAISO tariff does not prescribe rules for sub-allocation or unaccounted for energy.

⁷ See current CAISO Tariff section 11.25.1.3 (providing that the CAISO will settle amounts remaining after settlement of forecasted movement to each scheduling coordinator's metered WEIM demand in proportion to its share of the total metered WEIM demand); *compare* proposed draft CAISO Tariff section 11.25.1.1 (changing the forecasted movement allocation prior to the Avangrid implementation from metered demand to the portion of resources in BAAs that passed the flexibility test). More information about the flexible ramping refinements proposal is available at: <https://stakeholdercenter.caiso.com/StakeholderInitiatives/Flexible-ramping-product-refinements>.

BAAs that passed the flexibility test and will receive the associated diversity benefits. If a WEIM entity fails the resource sufficiency evaluation flexibility test in a specific direction, the BAA will not be included in the group of BAAs that passed the test and will not receive diversity benefits. In any event, the BAA's flexible resource will be procured to meet the BAAs flexible uncertainty requirements and, the BAA is solely responsible for the BAA forecasted movement costs when the BAA fails the resource sufficiency test.

For example, BAA1, a generation only BAA implemented after the flexible ramping product refinements are in production, submits bids into the real time market to meet its flexible ramp up and down requirements. After running the flexibility test, the market determined that the scheduling coordinators within BAA1 did not provide sufficient flexible up capacity to meet the BAA's flexible ramp up requirement. However, the flexibility test did determine that the scheduling coordinators within BAA1 provided sufficient flexible capacity to meet the BAA flexible ramp down requirement. In other words, the BAA "passed" the flexible ramp down test but "failed" the flexible ramp up test. As a result, the BAA would be solely responsible for the flexible ramp up cost associated with forecasted movement settlement while the flexible ramp down cost associated with forecasted movement settlement would be shared across the group of BAAs that passed the test.

Under this scenario, if BAA1's total net forecasted movement settlement was \$10,000, where \$25,000 of the total BAA flexible ramping forecasted movement cost is attributed to flexible ramping forecasted movement up costs and \$15,000 of the total BAA flexible ramping forecasted movement cost is attributed to flexible ramping forecasted movement down costs, BAA1 would be charged \$25,000 in flexible ramping up costs directly and also be charged the \$15,000 flexible ramping forecasted movement down costs based on the BAA share in relationship to EIM area share. This result will be consistent with the outcome if it had metered demand under the load ratio share determinant methodology today because the flexible ramping product proposal will change the allocation to ensure BAAs that fail the flexibility test are responsible for bearing those costs, while each BAA that passes the flexibility test receives a diversity benefit and shares in the flexibility costs.⁸

IV. Avangrid Renewables EIM Entity Agreement

The Agreement considers only the legal and regulatory issues unique to Avangrid Renewables as a generation-only balancing authority area that provides balancing energy services in accordance with applicable procedures, practices, agreements, and FERC authorizations; *i.e.*, Avangrid Renewables is not a transmission service provider and does not have an OATT. No other

⁸ The CAISO will monitor the timing of the flexible ramping product proposal targeted for Fall 2022 and seek further authorization from the Commission if for any reason the change to the flexible movement allocation slips past the Avangrid implementation planned for Spring 2023.

changes are proposed and Avangrid Renewables' participation in the WEIM will be subject to all existing CAISO tariff rules, except as provided in the Agreement. The following discussion explains the specific differences between the Agreement and the *pro forma* EIM Entity Agreement contained in Appendix B.17 to the CAISO tariff.⁹

Article I adopts the definitions in the CAISO tariff for the Agreement and sets forth rules of interpretation and conventions applicable to the Agreement. It also provides that matters specifically addressed by a provision of the Agreement govern notwithstanding any inconsistent provisions of the CAISO tariff. This ensures that the legal and regulatory differences associated with Avangrid Renewables' participation in the EIM are accommodated.

Article II includes a provision to reflect that Avangrid Renewables is not directly subject to the Standards of Conduct set forth in 18 C.F.R. § 358. CAISO tariff sections 29.4(c)(3)(B) and 29.4(e)(3)(B) require an EIM entity to be subject to the standards of conduct or be an exempt entity as described in section 201(f) of the FPA in order to act as both a WEIM entity scheduling coordinator and WEIM participating resource scheduling coordinator. Avangrid Renewables will instead implement procedures equivalent to the protections offered under the Standards of Conduct that are appropriate for Avangrid Renewables' generation only balancing authority area, which specifically include procedures addressing the no-conduit rule to preclude non-public transmission function information that may be received by Avangrid Renewables from being passed to Avangrid Renewables employees that satisfy the definition of a "Marketing Function Employee" as defined by the Standards of Conduct. This will enable Avangrid Renewables' service as both a WEIM entity scheduling coordinator and WEIM participating resource scheduling coordinator even though Avangrid Renewables is not directly subject to the FERC Standards of Conduct as otherwise required by the CAISO tariff. The CAISO acknowledges this status in the Agreement.

Avangrid Renewables explained its internal procedures to the CAISO during the Agreement negotiations.¹⁰ The CAISO understands that as a subsidiary of Avangrid, Inc., and through its affiliate relationship with Avangrid Networks, Inc., Avangrid Renewables is indirectly subject to FERC's Standards of Conduct and complies with Avangrid Networks affiliates' Standard of Conduct Compliance Plans. Additionally, as part of the overall Avangrid Code of Business Conduct and Ethics, Avangrid Renewables has adopted and implemented procedures referred to as "Separation of Activities Procedures." While Avangrid

⁹ See Attachment B hereto contains a document showing the differences between the Agreement and the *pro forma* EIM Entity Agreement in red-line format, which is provided for informational purposes only.

¹⁰ The CAISO has not reviewed these procedures or practices and defers to Avangrid Renewables with respect to any associated justification on the adequacy of their procedures in satisfaction of the applicable requirements.

Renewables does not own or operate transmission facilities or natural gas transportation facilities, the Separation of Activities Procedure has been designed to ensure appropriate controls are maintained with respect to ensuring the separation of commercial activities between Avangrid Renewables National Control Center, that will carry out the functions of the EIM Entity under the Agreement, and Avangrid Renewables Marketing Function. More specifically, the Separation of Activities Procedures ensure that, in the event that the Avangrid Renewables National Control Center receives non-public transmission function information, there are controls in place to not allow access of this information by marketing function employees. The Separation of Activities Procedures were established by and are implemented by the Chief Compliance Officer of Avangrid Renewables.

Article II also includes a provision to clarify that, because Avangrid Renewables is not a transmission service provider and will participate in the WEIM using transmission rights that it holds. Avangrid Renewables' transmission rights are sufficient to support reliable operation of its balancing authority area and its participation in the WEIM.

Articles III through X are standard CAISO contract provisions on the term and termination, applicability of the CAISO tariff, responsibility for costs, dispute resolution, representations and warranties, uncontrollable forces, and miscellaneous terms. These terms are unchanged from the *pro forma* EIM Entity Agreement with one exception—Section 4.1 includes language to clarify that the rules of interpretation will be considered in application of the CAISO tariff to Avangrid Renewables' participation in the WEIM. This ensures that the changes in Article II will not be overridden by the otherwise applicable provisions of the CAISO tariff.

V. Effective Date

The CAISO requests that this Agreement be made effective 61 days after the date of this filing, *i.e.*, August 29, 2022. Avangrid Renewables' participation in the WEIM is targeted to commence on April 5, 2023, and the CAISO and Avangrid Renewables must engage in activities that support a certification of readiness at least 30 days prior to that implementation date.¹¹ Making the Agreement effective August 29, 2022 will allow the parties to certify their readiness in a timely manner.

VI. Service

The CAISO has served copies of this filing upon Avangrid Renewables, the California Public Utilities Commission, the California Energy Commission,

¹¹ See sections 29.2(b)(6)-(7) of the CAISO tariff.

and all parties with scheduling coordinator agreements under the CAISO tariff. In addition, the CAISO has posted the filing on the CAISO website.

VII. Contents of Filing

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

- | | |
|--------------|---|
| Attachment A | The fully executed Agreement; and |
| Attachment B | A comparison document showing the differences between the Agreement and the <i>pro forma</i> EIM Entity Agreement in red-line format. |

VIII. Correspondence

Pursuant to Rule 203(b) of the Commission's Rules of Practice and Procedure,¹² the CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

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

¹² 18 C.F.R. § 385.203(b).

IX. Conclusion

The CAISO requests that the Commission accept the Agreement effective August 29, 2022. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

By: /s/ John C. Anders

Roger E. Collanton
General Counsel
Burton A. Gross
Deputy General Counsel
John C. Anders
Assistant General Counsel
California Independent System
Operator Corporation
250 Outcropping Way
Folsom, CA 95630

*Attorneys for the California Independent
System Operator Corporation*

Attachment A – Executed Agreement
EIM Entity Agreement with Avangrid Renewables
California Independent System Operator Corporation
June 29, 2022

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

AND

AVANGRID RENEWABLES, LLC

EIM ENTITY AGREEMENT

EIM Entity Agreement (EIMEA)

THIS ENERGY IMBALANCE MARKET ENTITY AGREEMENT (“AGREEMENT”) is established this 12th day of May, 2022 and is accepted by and between:

Avangrid Renewables, LLC (“EIM Entity”), having its registered and principal executive office at 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210,

and

California Independent System Operator Corporation (“CAISO”), a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The EIM Entity and the CAISO are hereinafter referred to as the “Parties.”

Whereas:

- A. The Parties named above operate Balancing Authority Areas.
- B. The EIM Entity is a generation-only Balancing Authority Area that provides balancing Energy services in accordance with applicable procedures, practices, agreements, and FERC authorizations.
- C. The CAISO operates the Real-Time Market pursuant to the CAISO Tariff.
- D. There are not third party transmission service providers within the EIM Entity Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems.
- E. The Parties are entering into this Agreement to enable the EIM Entity to participate in the CAISO’s Real-Time Market and to facilitate the provision of Energy Imbalance Market services within the EIM Entity Balancing Authority Area, including Real-Time transfers of Energy among the CAISO Balancing Authority Area and other EIM Entity Balancing Authority Areas.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if and to the extent a matter is specifically addressed by a provision of this Agreement, the provision of this Agreement shall govern notwithstanding any inconsistent provisions of the CAISO Tariff;
 - (b) if and to the extent this Agreement provides that a matter shall be determined in accordance with the applicable provisions of the CAISO Tariff, the applicable provisions of the CAISO Tariff shall govern;
 - (c) the singular shall include the plural and vice versa;
 - (d) the masculine shall include the feminine and neutral and vice versa;
 - (e) “includes” or “including” shall mean “including without limitation”;
 - (f) 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;
 - (g) 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;
 - (h) 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;
 - (i) 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;
 - (j) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
 - (k) any reference to a day, week, month or year is to a calendar day, week, month or year;

- (l) unless the context requires otherwise, “or” is used in the conjunctive sense; and
- (m) 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 EIM ENTITY AND CAISO

- 2.1 Scope of Responsibilities.** The Parties are individually responsible for the efficient use and reliable operation of their Balancing Authority Areas consistent with the Reliability Standards established by the Western Electricity Coordinating Council (“WECC”) and the North American Electric Reliability Corporation (“NERC”), and in accordance with their respective tariffs on file with the Federal Energy Regulatory Commission (“FERC”). Nothing in this Agreement is intended to change, supersede, or alter either Party's obligations to abide by NERC and WECC Reliability Standards.
- 2.2 Tariff Provisions.** The CAISO shall provide open access to the Real-Time Market in accordance with the terms of the CAISO Tariff. The EIM Entity shall have in effect procedures, practices, agreements, and FERC authorizations, as necessary and applicable, to enable operation of the Real-Time Market in its Balancing Authority Area to align with the CAISO Tariff.
- 2.3 EIM Entity Scheduling Coordinator.** The EIM Entity function of Avangrid Renewables shall be represented by an EIM Entity Scheduling Coordinator, which may be the EIM Entity or another entity certified by the CAISO to perform the functions of an EIM Entity Scheduling Coordinator. The EIM Entity shall implement procedures equivalent to the protections offered under the FERC Standards of Conduct set forth in 18 C.F.R. § 358, that are appropriate for Avangrid Renewables’ generation only balancing authority area, which specifically include procedures addressing the no-conduit rule to preclude non-public transmission function information that may be received by Avangrid Renewables from being passed to Avangrid Renewables employees that satisfy the definition of a “Marketing Function Employee” as defined by the FERC Standards of Conduct. Avangrid Renewables may be both an EIM Entity Scheduling Coordinator and EIM Participating Resource Scheduling Coordinator even though Avangrid Renewables is not a transmission provider subject to the FERC Standards of Conduct as otherwise required by CAISO Tariff sections 29.4(c)(3)(B) and 29.4(e)(3)(B).
- 2.4 EIM Transmission Service and Resource Information.** The EIM Entity shall provide information to the CAISO for Energy Imbalance Market purposes regarding the network topology of its Balancing Authority Area, non-participating resources, and loads in accordance with the CAISO Tariff and the Business

Practice Manual for the Energy Imbalance Market. The EIM Entity is responsible for the accuracy and completeness of this information.

- 2.5 EIM Transmission Availability.** The EIM Entity shall make available for use in the Real-Time Market transmission capacity it has acquired and intends to use to participate in the Real-Time Market that is not otherwise encumbered, reserved, scheduled, or being used by the EIM Entity or by others. The EIM Entity shall provide the CAISO with real time information regarding the availability of transmission capacity for use in the Energy Imbalance Market as provided in the CAISO Tariff and Business Practice Manual for the Energy Imbalance Market.
- 2.6 EIM Entity Corrective Actions.** The EIM Entity may take corrective action, subject to the provision of procedures, practices, agreements, and FERC authorizations, to address an issue with Energy Imbalance Market implementation or operation consistent with Section 29 of the CAISO Tariff.

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 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 29.1(d) of the CAISO Tariff or in the event that the EIM Entity commits any material default under this Agreement or Section 29 of the CAISO Tariff that, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given the EIM Entity 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 EIM Entity. In the event that the EIM Entity no longer wishes to enable Energy Imbalance Market services within its Balancing Authority Area pursuant to the CAISO Tariff, it may terminate this Agreement by giving the CAISO not less than one-hundred and eighty (180) 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 one-hundred and eighty (180) days after the CAISO's receipt of the EIM Entity'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. The CAISO shall not levy an exit fee or other charge associated with CAISO systems, procedures, or other changes required by the termination of the EIM Entity's participation in the Energy Imbalance Market as of the effective date of such notice, provided that EIM Entity obligations incurred under this Agreement prior to the effective date of such notice shall survive termination until satisfied.

ARTICLE IV

CAISO TARIFF

4.1 Agreement Subject to CAISO Tariff. This Agreement shall be subject to Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein, as interpreted in accordance with Section 1.2(a) and 1.2(b) of this Agreement. The EIM Entity shall abide by, and shall perform, all of the obligations of EIM Entities under the CAISO Tariff.

ARTICLE V

COSTS

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

ARTICLE VI

DISPUTE RESOLUTION

- 6.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

- 7.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 7.2 Necessary Approvals.** The EIM Entity represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EIM Entity prior to the effective date of this Agreement, including any arrangement with third party Balancing Authorities.

ARTICLE VIII

LIABILITY

- 8.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE IX

UNCONTROLLABLE FORCES

- 9.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X


MISCELLANEOUS

- 10.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights or obligations under this Agreement as if said successor in interest were an original Party to this Agreement.
- 10.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 10.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 10.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 10.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 10.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

- 10.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 10.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the EIM Entity shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 10.9 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

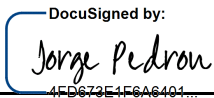
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.


California Independent System Operator Corporation

By: 
Name: Neil Millar
Title: Vice President Infrastructure and Ops Planning
Date: 5/10/2022

Avangrid Renewables, LLC

Legal Review: 
Jimmy Hulett

By: 
Name: Jorge Pedron
Title: Chief Operations Officer
Date: 5/9/2022

By: 
Name: Jose Manuel Diaz
Title: CFO
Date: 5/12/2022

SCHEDULE 1**NOTICES****[Section 10.2]****EIM Entity**

Name of Primary Representative: Craig Dean
Title: Director, Real-Time Trading
Company: Avangrid Renewables, LLC
Address: 2701 NW Vaughn Street, Suite 300
City/State/Zip Code: Portland, OR 97210
Email Address: craig.dean@avangrid.com
Phone: (503) 423-2023
Fax: N/A

Name of Alternative Representative: Juan Cartagena
Title: Manager, Power Resource Scheduling
Company: Avangrid Renewables, LLC
Address: 2701 NW Vaughn Street, Suite 300
City/State/Zip Code: Portland, OR 97210
Email Address: juan.cartagena@avangrid.com
Phone: (503) 706-5358
Fax: N/A

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: Senior 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 document showing the differences between the Agreement and the

***pro forma* EIM Entity Agreement in red-line format**

EIM Entity Agreement with Avangrid Renewables

California Independent System Operator Corporation

June 29, 2022

CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION

AND

AVANGRID RENEWABLES, LLC

EIM ENTITY AGREEMENT

~~Appendix B.17~~ **EIM Entity Agreement (EIMEA)**

THIS ENERGY IMBALANCE MARKET ENTITY AGREEMENT (“AGREEMENT”) is established this ____ day of _____, 2022 and is accepted by and between:

Avangrid Renewables, LLC~~[Full legal name]~~ (“EIM Entity”), having its registered and principal executive office at 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210,~~[address]~~.

and

California Independent System Operator Corporation (“CAISO”), a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The EIM Entity and the CAISO are hereinafter referred to as the “Parties.”

Whereas:

- A. The Parties named above operate Balancing Authority Areas.
- B. The EIM Entity is a generation-only Balancing Authority Area that provides transmission service in accordance with an open access transmission tariff (“OATT”), including balancing Energy services in accordance with applicable procedures, practices, agreements, and FERC authorizations.
- C. The CAISO operates the Real-Time Market pursuant to the CAISO Tariff.
- D. There ~~are~~are not~~;~~ third party transmission service providers within the EIM Entity Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems.
- E. The Parties are entering into this Agreement to enable the EIM Entity to participate in the CAISO’s Real-Time Market and to facilitate the provision of~~provide~~ Energy Imbalance Market services within the EIM Entity Balancing Authority Area, including Real-Time transfers of Energy among the CAISO Balancing Authority Area and other EIM Entity Balancing Authority Areas.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if and to the extent a matter~~there~~ is specifically addressed by a provision of any inconsistency between this Agreement, the provision of this Agreement shall govern notwithstanding any inconsistent provisions of ~~and~~ the CAISO Tariff;
 - (b) if and to the extent this Agreement provides that a matter shall be determined in accordance with the applicable provisions of the ~~the~~ CAISO Tariff, will prevail to the applicable provisions~~extent~~ of the CAISO Tariff shall govern~~inconsistency~~;
 - (c) the singular shall include the plural and vice versa;
 - (d) the masculine shall include the feminine and neutral and vice versa;
 - (e) “includes” or “including” shall mean “including without limitation”;
 - (f) 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;
 - (g) 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;
 - (h) 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;
 - (i) 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;
 - (j) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;

- (k) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (l) unless the context requires otherwise, “or” is used in the conjunctive sense; and
- (m) 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 EIM ENTITY AND CAISO

- 2.1 Scope of Responsibilities.** The Parties are individually responsible for the efficient use and reliable operation of their Balancing Authority Areas consistent with the Reliability Standards established by the Western Electricity Coordinating Council (“WECC”) and the North American Electric Reliability Corporation (“NERC”), and in accordance with their respective tariffs on file with the Federal Energy Regulatory Commission (“FERC”). Nothing in this Agreement is intended to change, supersede, or alter either Party's obligations to abide by NERC and WECC Reliability Standards, ~~or to provide open and non-discriminatory transmission access in accordance with the terms of their respective FERC tariffs.~~
- 2.2 Tariff Provisions.** The CAISO shall provide open access to the Real-Time Market in accordance with the terms of the CAISO Tariff. The EIM Entity shall have in effect procedures, practices, agreements, and FERC authorizations, as necessary and applicable, provisions in its OATT to enable operation of the Real-Time Market in its Balancing Authority Area to align ~~in accordance~~ with the CAISO Tariff.
- 2.3 EIM Entity Scheduling Coordinator.** The EIM Entity function of Avangrid Renewables shall be represented by an EIM Entity Scheduling Coordinator, which may be the EIM Entity or another entity certified by the CAISO to perform the functions of an EIM Entity Scheduling Coordinator. The EIM Entity shall implement procedures equivalent to the protections offered under the FERC Standards of Conduct set forth in 18 C.F.R. § 358, that are appropriate for Avangrid Renewables’ generation only balancing authority area, which specifically include procedures addressing the no-conduit rule to preclude non-public transmission function information that may be received by Avangrid Renewables from being passed to Avangrid Renewables employees that satisfy the definition of a “Marketing Function Employee” as defined by the FERC Standards of Conduct. Avangrid Renewables may be both an EIM Entity Scheduling Coordinator and EIM Participating Resource Scheduling Coordinator even though Avangrid Renewables is not a transmission provider subject to the FERC Standards of Conduct as otherwise required by CAISO Tariff sections 29.4(c)(3)(B) and 29.4(e)(3)(B).

- 2.4 EIM Transmission Service and Resource Information.** The EIM Entity shall provide information to the CAISO for Energy Imbalance Market purposes regarding the network topology of its Balancing Authority Area, non-participating resources, and loads in accordance with the CAISO Tariff and the Business Practice Manual for the Energy Imbalance Market. The EIM Entity is responsible for the accuracy and completeness of this information.
- 2.5 EIM Transmission Availability.** The EIM Entity shall make available for use in the Real-Time Market transmission capacity it has acquired and intends to use to participate in the Real-Time Market~~on its system~~ that is not otherwise encumbered, reserved, scheduled, or being used by the EIM Entity~~its transmission customers~~ or by others ~~and shall make arrangements with third party transmission service providers within its Balancing Authority Area that intend to enable Energy Imbalance Market services on their transmission systems to provide such transmission capacity on their systems for use in the Real-Time Market.~~ The EIM Entity shall provide the CAISO with real time information regarding the availability of transmission capacity for use in the Energy Imbalance Market as provided in the CAISO Tariff and Business Practice Manual for the Energy Imbalance Market.
- 2.6 EIM Entity Corrective Actions.** The EIM Entity may take corrective action, subject to the provision of procedures, practices, agreements, and FERC authorizations~~its OATT~~, to address an issue with Energy Imbalance Market implementation or operation consistent with Section 29 of the CAISO Tariff.

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 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 29.1(d) of the CAISO Tariff or in the event that the EIM Entity commits any material default under this Agreement or Section 29 of the CAISO Tariff that, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given the EIM Entity 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 EIM Entity. In the event that the EIM Entity no longer wishes to enable Energy Imbalance Market services within its Balancing Authority Area pursuant to the CAISO Tariff, it may terminate this Agreement ~~by~~ giving the CAISO not less than one-hundred and eighty (180) 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 one-hundred and eighty (180) days after the CAISO's receipt of the EIM Entity'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. The CAISO shall not levy an exit fee or other charge associated with CAISO systems, procedures, or other changes required by the termination of the EIM Entity's participation in the Energy Imbalance Market as of the effective date of such notice, provided that EIM Entity obligations incurred under this Agreement prior to the effective date of such notice shall survive termination until satisfied.

ARTICLE IV

CAISO TARIFF

4.1 Agreement Subject to CAISO Tariff. This Agreement shall be subject to Section 29 of the CAISO Tariff, which shall be deemed to be incorporated herein, as interpreted in accordance with Section 1.2(a) and 1.2(b) of this Agreement. The EIM Entity shall abide by, and shall perform, all of the obligations of EIM Entities under the CAISO Tariff.

ARTICLE V

COSTS

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

ARTICLE VI

DISPUTE RESOLUTION

- 6.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

- 7.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 7.2 Necessary Approvals.** The EIM Entity represents that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by the EIM Entity prior to the effective date of this Agreement, including any arrangement with third party Balancing Authorities.

ARTICLE VIII

LIABILITY

- 8.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE IX

UNCONTROLLABLE FORCES

- 9.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

MISCELLANEOUS

- 10.1 Assignments.** Either Party may assign or transfer any or all of its rights or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff and no Party may assign or transfer any or all of its rights or obligations under this Agreement without such consent. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights or obligations under this Agreement as if said successor in interest were an original Party to this Agreement.
- 10.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the EIM Entity and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 10.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 10.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America

located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

- 10.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 10.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 10.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 10.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the EIM Entity shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 10.9 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

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

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

Avangrid Renewables, LLC

Legal Review:
_____ Jimmy Hulett

~~[NAME OF EIM ENTITY]~~

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

NOTICES

[Section 10.2]

EIM Entity

Name of Primary

Representative:

Craig Dean

Title:

Director, Real-Time Trading

Company:

Avangrid Renewables, LLC

Address:

2701 NW Vaughn Street, Suite 300

City/State/Zip Code:

Portland, OR 97210

Email Address:

craig.dean@avangrid.com

Phone:

(503) 423-2023

Fax:

N/A

Name of Alternative

Representative:

Juan Cartagena

Title:

Manager, Power Resource Scheduling

Company:

Avangrid Renewables, LLC

Address:

2701 NW Vaughn Street, Suite 300

City/State/Zip Code:

Portland, OR 97210

Email Address:

juan.cartagena@avangrid.com

Phone:

(503) 706-5358

Fax:

N/A

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: Senior 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