



December 22, 2016

**VIA EMAIL**

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**Public Power Council's Comments on BPA's Proposed  
Coordinated Transmission Agreement with  
the California ISO**

Thank you for the opportunity to comment on the proposed Coordinated Transmission Agreement (Agreement) between BPA and the California ISO (CAISO). We understand the agreement to be largely a memorialization of BPA's current operations and data transfers between BPA and the CAISO, with additions for potential mitigation of flows over specified BPA flowgates in prescribed circumstances.

Public Power Council's (PPC's) comments mostly pertain to particular areas of the proposed Agreement where we believe that BPA has included provisions to preserve its discretion or legal status. PPC agrees that these protections are entirely appropriate. In some provisions, however, we believe that these protections could be strengthened against future interpretations that might weaken them. We *attach* a redlined version of the Agreement that is intended to serve as an advisory draft that illustrates how PPC would revise the Agreement to address certain areas. We do not intend the redlined language to be prescriptive.

**A. Section 1.1 – Term and Termination**

PPC agrees with the proposed Agreement's provision for elimination of BPA's obligations to perform under the Agreement based on the provision of notice of termination and not FERC action or inaction. We believe that the termination of those obligations is not clearly tied to the preceding sentence in a way that absolutely secures BPA's relief from those obligations based on that notice. We suggest explicitly tying the sentence that ends "upon acceptance of notice of termination by FERC" to the succeeding sentence through use of a proviso.

**B. Section 1.2 - Modification**

PPC proposes that section 1.2 be broadened to extend BPA's right to withdraw in response not only to compulsory FERC changes, but also to changes voluntarily but unilaterally requested by the CAISO, as provided in section 6.1. Section 6.1 has a loose end in that it didn't expressly provide for BPA's right to withdraw if CAISO unilaterally requested, and FERC approved, a change in the terms and conditions to this Agreement. This addition would also clarify BPA's

intended link to section 6.1, and to section 6.1's opening sentence that the "Parties may amend or modify this Agreement only by mutual written agreement."

### **C. Section 1.3 – Scope of Responsibilities**

PPC suggests that the third sentence, which begins "[i]f BPA or the CAISO, in their sole discretion, determines[,]” could be interpreted as providing collective, rather than individual, discretion to each Party over its transmission system. We suggest revisions to clarify that each party retains and exercises its individual discretion. Although we believe that the context of the section supports individual exercise of discretion, we believe that it would be best not to leave the point open to any argument.

### **D. Sections 2.17 and 2.22 – Lower Rate of Change Limit and Upper Rate of Change Limit**

PPC suggests adding language to ensure clarity around BPA's discretion to set the Lower and Upper Rate of Change Limits by specifying that discretion in the definitions. BPA should have sole discretion to set those limits based on the conditions of and impacts on its transmission facilities. Establishing that discretion in the definition carries forward to all uses of the term in the agreement, rather than arguably only in section 5.

### **E. Section 2.18 – Managed Limit**

Similarly, PPC proposes that the definition of Managed Limit be clarified to ensure BPA's discretion to set Managed Limit and to specify that such limits do not include defined Lower and Upper Rate of Change Limits. The use of "limits" in the proposed Agreement is frequent and it will be, at a very minimum, an aide to the reader and for interpretation to segregate the different limits to the extent possible.

### **F. Section 3.1 – Establishment and Functions of Coordinating Committee**

PPC understands the desirability of a committee of the Parties to discuss implementation and use of the proposed Agreement. We also understand the desirability of excluding third parties from that committee and its discussions. We have also heard the expressions of interest by certain EIM Entities in participating in the committee.

The proposed Agreement is an important tool for avoiding, and when necessary mitigating, potential impacts on BPAs transmission customers of the use of BPA transmission facilities and services to transact in the Energy Imbalance Market. Given that many entities have interests that they feel could be protected, it is best to define the participants tightly so as to avoid preferential representation of any particular type of entity or interest other than the Parties. Both BPA and the CAISO have obligations to provide public processes for the discussion and resolution of matters of general concerns. These processes should be the venues for discussions of the proposed Agreement and its implementation outside of discussions solely between the parties.

#### **G. Section 4.2 – Scope of Data and Information Exchange**

Section 4.2 provides that the Parties “shall consider what, if any, adjustments to Exhibit B may be necessary to provide Bonneville full and transparent visibility of impacts on Bonneville’s transmission . . . .” This falls short of an obligation of the Parties to ensure that BPA in fact is provided data pursuant to the agreement to provide “full and transparent visibility of impacts.” Such an obligation is important to BPA’s ability to operate its system reliably and to its rationale for assuring its transmission customers that their rights to use of the system will not be interfered with or damaged. Although the Parties undoubtedly expect that the current Exhibit B data is sufficient to provide that visibility, that result is not assured as additional utilities begin their participation in the EIM across BPA’s system. The situation in this regard is dynamic and evolving. The proposed Agreement should recognize and accommodate that with a more affirmative obligation of the Parties to ensure that BPA is provided the data needed to reach the level of full and transparent visibility of impacts. PPC proposes that this obligation be added by an amendment of the sentence quoted from this section.

#### **H. Section 5.4 – Adjustment of Generation**

Section 5.4 obligates the CAISO to “endeavor to dispatch available EIM generation” to relieve overloads on the South of Allston path if EIM-area generation is lost north of the path due to a contingency. Without adjustments by the CAISO, BPA would be left to resolve resulting overloads on its network. It would be more appropriate to obligate the CAISO to do more than simply try, which provides no assurance of effective effort. We understand that the CAISO cannot make changes to EIM Entity base schedules and that it has no direct ability to “adjust generation.” We do not feel that it is a burden on the CAISO to take “reasonable efforts” to make the requested dispatches. This would, we believe, require the CAISO to make those efforts that it is able to make, rather than leave the selection of means or level of effort up to employees on duty at the time.

#### **I. Section 5.6 – Operation of Curtailments, Redispatch and EIM**

As stated in the section, the reservation of BPA’s authorities to operate under and amend its tariff and business practices is limited to curtailments, interruptions and redispatch. In contrast, the CAISO explicitly retains its authority to operate under its EIM tariff and business practices and amend and revise those as it sees fit. The asymmetry is troubling and could lead to confusion and misinterpretation. We believe that both Parties should explicitly retain the ability to operate and amend their tariffs and business practices. This would clear up any potential misinterpretations about BPA’s reservation of authorities and rights and would go some way to answer questions raised at the BPA December workshop, in which customers asked for assurances that BPA would continue to honor transmission service agreements according to its tariff.

#### **J. Section 5.11 - Implementation**

The proposed Agreement should be revised to explicitly list “BPA transmission customers” and not “other impacted parties” in the explicit list of parties with which the Parties will coordinate

as they implement the proposed Agreement and develop “necessary systems and procedures.” These customers are the “impacted parties” as they must share the transmission system with EIM transfers and are the parties who would in fact be impacted by failures of systems, procedures, and implementation.

PPC requests that BPA provide more information on the public process that it intends to use to develop procedures. We also request that the BPA process should also include future meetings with BPA customers to discuss the success or problems with implementation and ongoing operation under the proposed Agreement and the costs and benefits that BPA has derived from that Agreement.

On a related matter, on slide 3 of its presentation at the December 3 public meeting, BPA states that “[t]he CTA does not contain new concepts or ideas. Rather, it formalizes what has been previously agreed to in practice or in principle, even though the implementation of some of these concepts and ideas were deferred.” Please identify fully (a) the concepts and ideas that were deferred and are now included in the proposed Agreement and (b) any concepts or ideas that were deferred and are not included in the proposed Agreement.

#### **L. Section 6.3 – Governing Law**

We read the first sentence of this section to establish the use of only federal law to interpret and govern the proposed Agreement. In regard to the second sentence, after confirmation at the workshop, we understand that the BPA intends to preserve its defenses with regard to the assertion of FERC jurisdiction. We agree with the goals of the section but would like to see clarification that the Agreement would be governed “solely” by federal law and an express acknowledgement of BPA’s reservation of its sovereign immunity and jurisdictional defenses.

Thank you again for the opportunity to comment on the proposed Agreement. Access to and reliable operation of the BPA transmission system and its services is and continues to be a high priority for public power and we look forward to further discussions with you on these topics.

Attachment

**COORDINATED TRANSMISSION AGREEMENT**

**executed by the**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF ENERGY**

**acting by and through the**

**BONNEVILLE POWER ADMINISTRATION**

**and**

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**

This COORDINATED TRANSMISSION AGREEMENT (“Agreement”) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (“Bonneville”), and the CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION (“CAISO”), a California nonprofit public benefit corporation organized and existing under the laws of the State of California. Bonneville and the CAISO are sometimes referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, the Parties operate interconnected Balancing Authority Areas.

**WHEREAS**, the CAISO operates an Energy Imbalance Market (“EIM”), which includes participation by Balancing Authorities that are electrically adjacent to the Bonneville Balancing Authority Area.

**WHEREAS**, these adjacent Balancing Authorities and other EIM participants utilize Bonneville transmission service to participate in the EIM.

**WHEREAS**, this Agreement establishes a Coordinating Committee that provides a forum for the Parties to meet to discuss seams issues associated with the EIM and transmission service across Bonneville’s transmission system.

**WHEREAS**, the Parties wish to share certain data and information so that Bonneville can enhance the monitoring of its transmission system and better facilitate and support EIM operation for the benefit of EIM participants and all of its other transmission customers and so that the CAISO can enhance operation of the EIM.

**WHEREAS**, the Parties will manage EIM Incremental Flow according to certain Upper and Lower Rate of Change Limits on Bonneville Managed Facilities so that Bonneville can continue to provide reliable transmission service to EIM participants and all of its other

transmission customers.

**WHEREAS**, the Parties will manage EIM Area Incremental Flow according to certain Managed Limits on Bonneville Managed Facilities when Bonneville is not Curtailing transmission service so that Bonneville can provide reliable transmission service to EIM participants and all of its other transmission customers.

**WHEREAS**, the Parties will manage EIM Area Total Flow on Bonneville Managed Facilities when Bonneville is Curtailing transmission service to reduce Bonneville Curtailments to EIM participants, CAISO market participants, and all of Bonneville’s other transmission customers.

**WHEREAS**, the Parties will coordinate dispatch of EIM Area generation under contingency conditions impacting specified Bonneville Managed Facilities to reduce Bonneville Curtailments to EIM participants, CAISO market participants, and all of Bonneville’s other transmission customers.

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

**1.0 TERM AND SCOPE OF RESPONSIBILITIES**

**1.1 Term and Termination**

This Agreement shall be effective upon the later of: 1) execution; or 2) the date this Agreement is accepted for filing and made effective by the Federal Energy Regulatory Commission (FERC), and shall remain in effect until terminated by either Party upon 3 years advance written notice to the other Party or upon consent of both Parties. The CAISO shall file a notice of termination with FERC as soon as practicable but no later than thirty (30) calendar days after the termination date provided in such advance written notice of termination or the date of the Parties' consent to terminate. Termination will be effective upon acceptance of the notice of termination by FERC; ~~provided, however, that, except as provided in section 4.3, Bonneville’s rights and obligations under this contract will terminate,~~ as of the termination date provided in the advance written notice of termination or the date of the Parties' consent to terminate, ~~whichever occurs first,~~ regardless of any action or inaction by FERC with respect to any application by the CAISO to terminate this Agreement.

**1.2 Modification**

In the event FERC requires the CAISO to make any modification to this Agreement, or imposes any other modification or condition upon its acceptance or approval of this Agreement, ~~or approves a Party’s application pursuant to section 6.1 of this Agreement for a modification in the terms and conditions of this Agreement,~~ each Party shall have ten (10) business days to notify the other Party that any such modification or condition is unacceptable to that Party as determined in that Party’s sole discretion. If no Party provides such notice, then this Agreement, as modified or conditioned by FERC, shall take effect as of the date determined under section

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1.1. If either Party provides such notice to the other Party, the Parties shall take any one or more of the following actions: (i) meet and confer and agree to accept any modifications or conditions imposed by such FERC order; (ii) jointly seek further administrative or legal remedies with respect to such FERC order, including a request for rehearing or clarification in which case all further FERC orders on rehearing, clarification, or similar orders will be subject to the same rights of the Parties under this section as the original FERC order; or (iii) enter into negotiations with respect to accommodation of such FERC order, provided however, if the Parties have not agreed to accept or accommodate any modifications or conditions imposed by such FERC order under clauses (i)-(iii) of this section within thirty (30) days after the date on which such FERC order becomes a final and non-appealable order, such order shall be deemed an adverse order and this Agreement will immediately terminate without further action of the Parties and the Parties shall have no further rights and obligations under the Agreement.

### 1.3 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 transmission tariffs, business practices, and Good Utility Practice. Nothing in this Agreement is intended to change, supersede, or alter either Party’s obligations to abide by the NERC and WECC reliability standards, directives, or operating instructions issued by the Reliability Coordinator pursuant to the NERC and WECC reliability standards, or to provide open and non-discriminatory transmission access in accordance with the terms of their respective transmission tariffs. If Bonneville or the CAISO, ~~each in its~~ sole discretion, determines that the actions required by this Agreement will harm the reliability of ~~its~~ transmission system, Bonneville and the CAISO, as the Transmission Operators and Balancing Authorities, ~~each~~ retain the right to take any appropriate action consistent with their tariffs, operating procedures, operating plans, dispatch directives, or business practices to maintain reliability. Similarly, nothing in this Agreement is intended to change, supersede, or alter any EIM Entity’s obligations to abide by the NERC and WECC reliability standards or to provide transmission service in accordance with the terms of their respective transmission tariffs.

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### 1.4 Relationship with Reliability Standards and Operating Orders

This Agreement does not supersede any existing agreement and is intended to remain consistent with applicable NERC and WECC reliability standards. To the extent a new or amended NERC and WECC reliability standard conflicts with this Agreement, the NERC and WECC reliability standard, once effective, will take precedence and the Parties commit to modify the Agreement to be consistent with all applicable NERC and WECC reliability standards should any inconsistency arise. Further, nothing in this Agreement is intended to be a substitute for Bonneville’s dispatch standing orders, CAISO operating procedures, emergency operating plans, or restoration plans.

## 2. DEFINITIONS

Unless defined below, capitalized terms shall have the meanings assigned to them in the Glossary of Terms Used in NERC Reliability Standards, as it may be amended from time to time.

**2.1 Bonneville Managed Facilities:** The transmission paths or facilities that: 1) Bonneville establishes on its transmission system or any other transmission facilities for which Bonneville is the Transmission Operator; 2) Bonneville determines are impacted by the EIM and could reasonably affect Bonneville's ability to provide reliable transmission service to EIM participants or any of its other transmission customers; and 3) are listed in section 1 of Exhibit C.

**2.2 Curtail:** A reduction in firm or non-firm transmission service in response to a transfer capability shortage as a result of system reliability conditions.

**2.3 Day-Ahead Schedules:** The term as it is defined in the CAISO tariff.

**2.4 EIM:** The imbalance energy market operated by the CAISO in accordance with section 29 of the CAISO tariff.

**2.5 EIM Area:** The combined CAISO Balancing Authority Area and all EIM Entity Balancing Authority Areas.

**2.6 EIM Area Incremental Flow:** The aggregate power flow contribution of flows resulting from the operation of the Real-Time Market, including the EIM.

**2.7 EIM Incremental Flow:** The aggregate power flow contribution from the dispatch of EIM Participating Resources and imbalance energy from EIM non-participating resource deviations from EIM Base Schedules.

**2.8 EIM Area Total Flow:** The aggregate power flow contribution of flows resulting from EIM Base Schedules, Day-Ahead Schedules, and EIM Area Incremental Flows.

**2.9 EIM Area Total Flow Limit:** The limit on EIM Area Total Flow that Bonneville determines pursuant to section 5.3.

**2.10 EIM Base Schedule:** The term as it is defined in the CAISO tariff.

**2.11 EIM Entity:** A Balancing Authority that represents one or more EIM Transmission Service Providers and that enters into an EIM Entity Agreement with the CAISO to enable the operation of the Real-Time Market in its Balancing Authority Area.

**2.12 EIM Participating Resource:** The term as it is defined in the CAISO tariff.

**2.13 EIM Transfer:** The transfer of energy in real-time between an EIM Entity Balancing Authority Area and the CAISO Balancing Authority Area, or between EIM Entity Balancing Authority Areas, using transmission capacity made available to the EIM.

**2.14 Energy Transfer System Resources:** The term as it is defined in the CAISO Business Practice Manual for the Energy Imbalance Market.

**2.15 Good Utility Practice:** Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the

practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

**2.16 Interrupt:** A reduction in non-firm transmission service due to economic reasons pursuant to section 14.7 of Bonneville's Open Access Transmission Tariff.

**2.17 Lower Rate of Change Limit:** The maximum MW amount by which CAISO may decrease EIM Incremental Flow on Bonneville Managed Facilities over the next five minute Market Interval relative to the EIM Incremental Flow in the prior 15 minute Market Interval. Bonneville will establish the Lower Rate of Change Limit at its discretion, and will notify the CAISO of the Lower Rate of Change Limit in accordance with section 5.1 of this Agreement.

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**2.18 Managed Limit:** A flow limit that Bonneville will establish at its discretion on a Bonneville Managed Facility, and will send to the CAISO in accordance to section 5.2 of this Agreement. The phrase Managed Limit does not include Lower or Upper Rate of Change Limits.

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**2.19 Market Interval:** The 15 minute and 5 minute market intervals used in the operation of the Real-Time Market, including the EIM.

**2.20 Real-Time Market:** The term as it is defined in the CAISO tariff.

**2.21 Redispatch:** Bonneville, as a transmission provider, ordering or requesting its transmission customers to increase or decrease generation to alleviate system reliability conditions pursuant to its Open Access Transmission Tariff.

**2.22 Upper Rate of Change Limit:** The maximum MW amount by which CAISO may increase EIM Incremental Flow on Bonneville Managed Facilities over the next five minute Market Interval relative to EIM Incremental Flow in the prior 15 minute Market Interval. Bonneville will establish the Upper Rate of Change Limit at its discretion, and will notify the CAISO of the Upper Rate of Change Limit in accordance section 5.1 of this Agreement.

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### 3.0 COORDINATING COMMITTEE

**3.1 Establishment and Functions of Coordinating Committee.** The Parties shall establish a Coordinating Committee composed of their employees or contractors to represent them in discussions of matters listed in this section 3 and, among other things, identify and resolve any issues associated with this Agreement and discuss potential additions or revisions to this Agreement.

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#### Coordinating Committee Representatives

**3.1.1** Bonneville and the CAISO shall each designate a lead representative from their respective organizations as set forth in Exhibit A. The lead representatives shall

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serve as the primary points of contact on matters related to this Agreement and will coordinate the location, time, and agenda of Coordinating Committee meetings.

- 3.1.2 A Party may change its designated lead representative at any time by providing notice to the other Party pursuant to Exhibit A.
- 3.1.3 The Coordinating Committee shall meet in person at least once every quarter, unless the lead representatives mutually agree to cancel the meeting for that quarter or to meet telephonically. Coordinating Committee meetings may be held on a more frequent basis if both Parties determine that such meetings are necessary. A Coordinating Committee meeting may consist of the lead representatives only.
- 3.1.4 Bonneville and the CAISO may invite other representatives from their respective organizations to attend Coordinating Committee meetings when their participation is necessary for the particular issues being discussed at the meeting.
- 3.1.5 The costs and expenses associated with each Party's designated representative(s) shall be the sole responsibility of the designating Party.

### **3.2 Scope of the Coordinating Committee**

The scope of the Coordinating Committee shall include:

- 3.2.1 Maintaining the currency and accuracy of the exhibits to this Agreement;
- 3.2.2 Reviewing Bonneville's designation of Bonneville Managed Facilities that are determined by Bonneville and listed in section 1 of Exhibit C;
- 3.2.3 Reviewing the associated Upper and Lower Rates of Change and Managed Limits that are determined by Bonneville in accordance with section 5;
- 3.2.4 Considering what if any additional Bonneville or CAISO paths would benefit from flowgate management pursuant to this Agreement or other arrangements;
- 3.2.5 Identifying and evaluating any issues associated with this Agreement;
- 3.2.6 Discussing potential revisions or additions to this Agreement;
- 3.2.7 Taking other actions, including the establishment of subcommittees and/or task forces, to address any issues that the Coordinating Committee deems necessary in the implementation of this Agreement;

- 3.2.8 Discussing changes or proposed changes to tariffs, business practices, etc., that may affect the Agreement and how the Agreement may have to be modified to account for such changes;
- 3.2.9 Attempting to informally resolve disputes between Bonneville and the CAISO related to this Agreement that may arise;
- 3.2.10 Addressing other operational issues that may arise that the parties wish to address through this Agreement;
- 3.2.11 Determining a monthly testing schedule for the actions identified in sections 5.2, 5.3, and 5.4 or, upon mutual agreement of the Coordinating Committee, determining a testing schedule of a different frequency; and
- 3.2.12 Discussing the addition of Bonneville Managed Facilities that are subject to section 5.4. Any additional Bonneville Managed Facilities subject to section 5.4 would be reflected in section 1 of Exhibit C upon the agreement of the Coordinating Committee.

#### 4.0 DATA AND INFORMATION EXCHANGE

##### 4.1 Purpose of Data and Information Exchange

Data and information is exchanged under this Agreement to: (a) define the Upper and Lower Rate of Change Limits and other constraints and limits enforced on the Bonneville transmission system; (b) inform Bonneville of actions that the CAISO is taking on behalf of EIM Entities and other EIM participants that may affect operation of Bonneville’s transmission system; (c) enhance the operation of the EIM; and (d) improve the coordinated operation of the Parties’ transmission systems.

##### 4.2 Scope of Data and Information Exchange

Data and information exchanged under this Agreement is set forth in Exhibit B. At a minimum, Exhibit B shall identify the data and information to be shared and the granularity and frequency with which it will be shared. The Parties shall ~~adjust data described in Exhibit B as~~ necessary to provide Bonneville full and transparent visibility of impacts on Bonneville’s transmission associated with ~~third parties’~~ participation in the EIM. Except as provided in section 5.7, the data and information exchanged under this Agreement does not include aggregate market results or other after-the-fact data. The data and information exchanged under this Agreement also does not include data or information that the parties share pursuant to NERC and WECC reliability standards or other regulations, through Peak Reliability’s Universal Data Sharing Agreement or its successor, other applicable Peak Reliability policies or methodologies, or through other agreements between the Parties.

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##### 4.3 Limitations on Data and Information Exchange

- 4.3.1 The Parties may disclose the data and information only to their respective employees, agents, and contractors who have a need to know the data and

information and for the sole purpose of the permitted use described in section 4.1. Access to the data and information is prohibited as to Bonneville's respective employees, agents, and contractors engaged in a marketing function as defined under the FERC Standards of Conduct. Except as provided in section 4.3(b), nothing in this Agreement shall be understood to authorize the release of the other Party's non-public data or information disclosed under this Agreement. Any data or information that includes third party confidential information protected by an agreement or tariff shall not be shared unless: 1) the Party has been authorized in writing to do so by the other Party; or 2) the Party follows the procedures in section 4.3(b) and is required by law, regulation, subpoena or other lawful process of a court or other governmental authority of competent jurisdiction to disclose such data or information.

- 4.3.2 If a Party ("Receiving Party") receives a request to disclose non-public data or information that it has received from the other Party ("Providing Party") under this Agreement, it shall not disclose such information or data without first promptly notifying the Providing Party of the request for disclosure to facilitate that Party's efforts to prevent disclosure or otherwise preserve the confidentiality of the data or information. The Providing Party may either seek a protective order, at its own expense, to maintain the confidentiality of such information or data or may notify the Receiving Party in writing that it will take no action to maintain such confidentiality. After the Providing Party either has sought to maintain the confidentiality of such information or data or has notified the Receiving Party in writing that it will take no action to maintain such confidentiality, the Receiving Party shall not be in violation of this Agreement if it discloses such information or data in order to comply with applicable laws or regulations or an order, subpoena, or other lawful process of a court or other governmental authority of competent jurisdiction to disclose such data or information.
- 4.3.3 The Receiving Party shall immediately notify the Providing Party of any breach of this Agreement, including any instance of disclosure of data or information to a third party.
- 4.3.4 The provisions of this section 4.3 shall survive the termination of this Agreement for a period of two years.

#### **4.4 No Warranties or Representations; Disclaimers.**

All data or information exchanged under this Agreement carries no warranty or representation of any kind, either express or implied. The Receiving Party receives the information "as is" and with all faults, errors, defects, inaccuracies, and omissions. The Providing Party makes no representations or warranties whatsoever with respect to the availability, timeliness, accuracy, reliability, or suitability of any information. The Receiving Party disclaims and waives all rights and remedies that it may otherwise have with respect to all warranties and liabilities of the Providing Party, expressed or implied, arising by law or otherwise, with respect to any faults, errors, defects, inaccuracies, or omissions in or availability, timeliness, reliability, or suitability of the information, unless the Providing Party knowingly and deliberately provides false or

inaccurate information. Each Party assumes any and all risk and responsibility for selection and use of, and reliance on, any information provided under this Agreement.

#### **4.5 Data and Information Exchange Procedures**

The Parties will use reasonable efforts to exchange the data and information in a manner that is compatible with their respective information systems and operations and shall exchange the data and information described in Exhibit B.

#### **4.6 Notifications and Other Information**

The CAISO will provide Bonneville with general market outage notifications in the same manner that it provides such market outage notifications to EIM Entities. The Parties will also consider additional notifications and information sharing that may support coordinated transmission system operations.

### **5.0 MANAGING EIM FLOWS ON BONNEVILLE'S TRANSMISSION SYSTEM**

#### **5.1 Upper and Lower Rate of Change Limits**

Bonneville will notify the CAISO of the Upper Rate of Change Limits and the Lower Rate of Change Limits for each Bonneville Managed Facility before each Market Interval. The CAISO will use EIM Participating Resources listed in Exhibit C to manage EIM Incremental Flow on Bonneville's transmission system within the Upper Rate of Change Limits and the Lower Rate of Change Limits on each Bonneville Managed Facility. If Bonneville fails to send the CAISO Upper Rate of Change Limits or Lower Rate of Change Limits before a Market Interval or the CAISO fails to receive the Upper Rate of Change Limits or Lower Rate of Change Limits before a Market Interval, the CAISO will use the Upper Rate of Change Limits and Lower Rate of Change Limits that were last sent by Bonneville and received by the CAISO, and the CAISO will ensure that EIM Incremental Flow does not exceed those limits.

#### **5.2 Managing EIM Area Total Flows When Bonneville is not Curtailing Transmission Schedules**

Bonneville will notify the CAISO of the Managed Limits before each Market Interval. If Bonneville fails to notify the CAISO of the Managed Limits before a Market Interval or the CAISO fails to receive Managed Limits from Bonneville, the CAISO will use the Managed Limits that Bonneville last sent to the CAISO.

If Bonneville determines that a Managed Limit is exceeded or will be exceeded as a result of the next binding real-time dispatch Market Interval, Bonneville shall:

- (1) Take actions consistent with its operating procedures, business practices, and its Open Access Transmission Tariff; and
- (2) Send to the CAISO a signal indicating that EIM Area Total Flow shall not increase from the previously calculated EIM Area Total Flow megawatt value received by Bonneville.

After receiving the signal from Bonneville, the CAISO shall manage EIM Area Incremental Flow so that EIM Area Total Flow does not increase until otherwise notified by Bonneville.

### **5.3 Managing EIM Area Total Flows When Bonneville is Curtailing Transmission Schedules**

For each Market Interval that the CAISO calculates binding or advisory market results, the CAISO will provide Bonneville with megawatt values that separately show the EIM Area Incremental Flow and the EIM Area Total Flow for each Bonneville Managed Facility and for facilities listed in section 3 of Exhibit C. Facilities listed in section 3 of Exhibit C are not subject to the provisions in sections 5.1 through 5.4 of the Agreement.

If Bonneville determines it needs relief in addition to what is provided in section 5.2, Bonneville will calculate a pro-rata relief obligation of EIM Area Total Flow that is in proportion to the total amount of flow relief that Bonneville needs and that is identified through dynamic and static schedules. Bonneville will send the CAISO an EIM Area Total Flow Limit that reflects the pro-rata relief obligation that Bonneville reasonably expects the CAISO to provide under this section. The CAISO shall manage EIM Area Incremental Flow to ensure that EIM Area Total Flow is reduced to the EIM Area Total Flow Limit as soon as possible in subsequent Market Intervals until otherwise notified by Bonneville.

Bonneville will adjust its planned Curtailments and Redispatch to account for the relief provided by CAISO and EIM Entity actions. For any remaining relief, Bonneville shall Curtail or Redispatch transmission schedules or resources under its Open Access Transmission Tariff. To obtain the necessary relief, Bonneville may Curtail or Redispatch transmission schedules in excess of the relief obligation stated above.

### **5.4 Adjustment of Generation**

In order to mitigate the risk of excessive or inaccurate Curtailments if EIM Area generation is lost or reduced electrically north of Bonneville's South of Allston ("SOA") transmission path, the CAISO will make reasonable efforts to dispatch available EIM Area generation electrically south of SOA to replace generation that was lost or reduced as a result of the contingency. The dispatch of available EIM Area generation only replaces generation an EIM Entity has not replaced through contingency reserves provided by the EIM Entity or the Northwest Power Pool or its successor. The generation that the CAISO provides under this section shall not exceed any limits that Bonneville sets pursuant to this section 5; provided, however, that Bonneville may have to waive certain limits pursuant to section 5.7 in order for the CAISO to provide effective relief under this section. The CAISO will account for the adjustments of EIM Area generation through E-Tags as provided in its operating procedures and business practices.

If the CAISO cannot meet its obligation under this section by adjusting all available EIM Area generation, it will advise EIM Entities of optimal adjustments to EIM Base Schedules to assist in alleviating the constraint. The CAISO is not responsible for ensuring that EIM Entities adjust EIM Base Schedules, nor is it responsible for accounting for the change in EIM Base Schedules through the creation and submission of an E-Tag as provided in the EIM Entities' operating procedures and business practices.

Deleted: endeavor

## 5.5 Scheduling Capability

The CAISO will ensure that all instantaneous EIM Transfers across interties and interchanges managed by Bonneville do not exceed the scheduling limits identified on the Energy Transfer System Resources (“ETSRs”) or any transmission schedules associated with those ETSRs.

## 5.6 ~~Operation of Bonneville Transmission System and EIM~~

~~Regardless of any provision in this Agreement, Bonneville has the right to operate and provide transmission services over its transmission system in accordance with its tariff and business practices, which Bonneville may, in its sole discretion, amend or revise, and the CAISO has the right to operate the EIM in accordance with its tariff and business practices, as the CAISO may, in its sole discretion, amend or revise.~~

## 5.7 Waiver of Limits

Notwithstanding section 5.1 through section 5.5 above, Bonneville may allow the CAISO to: (1) manage EIM Incremental Flows in a manner that exceeds Bonneville’s Upper Rate of Change Limit or Lower Rate of Change Transfer Limit; (2) operate the EIM in a manner that exceeds Managed Limits; or (3) exceed scheduling limits identified on the ETSR or any transmission schedules associated with the ETSR. Bonneville will notify CAISO of such waivers in writing or through a recorded phone line. Such waivers will be of limited duration or will only apply when certain transmission system conditions exist, and Bonneville shall not grant such waivers for commercial or market efficiency purposes. The CAISO and Bonneville shall develop procedures to waive limits that Bonneville establishes under this Agreement in order to ensure that the CAISO can meet its obligations.

## 5.8 Modeling

The CAISO and Bonneville will update, improve, and maintain the modeling of generation and transmission topology to adequately reflect the expected real-time system impacts on Bonneville’s transmission system and the EIM Area based on the data and information shared pursuant to this Agreement and data and information shared through NERC and WECC reliability standards or other regulations, Peak Reliability’s Universal Data Sharing Agreement or its successor, other applicable Peak Reliability policies or methodologies, and other agreements between the Parties.

## 5.9 Bonneville and CAISO Rates

Nothing in this Agreement precludes Bonneville or the CAISO from establishing rates or requirements for its transmission customers to otherwise enforce the limits on Bonneville Managed Facilities identified in this Agreement. Upon Bonneville’s request, the CAISO shall provide Bonneville with available data or information associated with historical flows managed under this Agreement that reasonably assists Bonneville in assessing such rates to Bonneville’s transmission customers.

## 5.10 Directives or Operating Instructions

**Deleted:** Curtailments, Redispatch and EIM

**Deleted:** Bonneville has the right to Curtail, Interrupt, and Redispatch transmission service on Bonneville’s transmission system and any other transmission facilities for which Bonneville is the Transmission Operator in accordance with Bonneville’s Open Access Transmission Tariff and business practices, as Bonneville may, in its sole discretion, amend or revise.

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**Deleted:** Likewise, the

Bonneville, as the Balancing Authority and Transmission Operator of Bonneville's transmission system, has the right to issue directives or operating instructions to the CAISO to remedy the exceedance of any limits set forth in this section 5 to ensure the reliability of the Bonneville transmission system or any other transmission facilities for which Bonneville is the Transmission Operator or to respond to a disruption of communications between Bonneville and the CAISO. The CAISO shall determine what EIM-related actions it must take to comply with Bonneville's directives or operating instructions and shall perform such actions. For any EIM disruption precipitated by a Bonneville directive or operating instruction, the Parties shall coordinate to ensure the reinstatement of EIM operations without compromising the reliability of the transmission system. The CAISO may not reinstate normal operation of the EIM on the Bonneville transmission system unless Bonneville agrees that such operation can be resumed without jeopardizing reliability.

### 5.11 Implementation

The Parties will develop operating procedures to implement the provisions of this Agreement and will coordinate with EIM Entities and ~~BPA transmission customers~~ during this development process. The Parties shall work towards developing the necessary systems and processes to implement sections 5.2 through 5.4 as soon as practicable in accordance with the Parties' respective implementation processes. The Coordinating Committee shall oversee the initial development and the ongoing review of the associated operating procedures and implementation schedules, phased or otherwise.

**Deleted:** other impacted parties

## 6.0 STANDARD PROVISIONS

### 6.1 Amendment

The Parties may amend or modify this Agreement only by mutual written agreement. An amendment that is subject to FERC approval shall not take effect until FERC has accepted such amendment for filing and has made it effective. A change in the information provided in Exhibits A, B, and C shall not constitute an amendment to this Agreement. Nothing contained herein shall be construed as affecting in any way the right of either Party to unilaterally make applications to FERC for a change in the terms and conditions of this Agreement under Section 205 or 206 of the Federal Power Act ("FPA") and pursuant to FERC's rules and regulations promulgated thereunder, if applicable. Any change to this Agreement by amendment or application to FERC shall be subject to the procedures in section 1.2.

### 6.2 Liability

#### 6.2.1 Uncontrollable Forces

An Uncontrollable Force means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Parties that could not be avoided through compliance with mandatory NERC and WECC reliability standards. Neither Party will be considered in breach of any obligation under this Agreement or liable to the other for direct, indirect, and consequential damages if prevented from fulfilling that

obligation due to the occurrence of an Uncontrollable Force requiring the Party to suspend performance of its obligations. Each Party shall each use its best efforts to mitigate the effects of an Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligations hereunder in a timely manner.

### 6.2.2 Liability Between the Parties

The Parties' duties and standard of care with respect to each other, and the benefits and rights conferred on each other, shall be no greater than as explicitly stated in this Agreement. Neither Party, its directors, officers, employees, contractors, or agents shall be liable to the other Party for any loss, damage, claim, cost, charge, or expense, whether direct, indirect, or consequential, arising from the Party's performance or nonperformance under this Agreement, except for a Party's gross negligence or willful misconduct subject to applicable law.

### 6.2.3 Liability for Electric Disturbance and Interruptions

The Parties shall plan, operate, and maintain their respective systems, consistent with mandatory NERC and WECC reliability standards, and Good Utility Practice, to minimize or avoid electric disturbances that may interfere with the system of the other Party. Each of the Parties shall protect its respective system from possible damage by reason of electric disturbance or faults caused by the operation, faulty operation, or non-operation of the other Party's facilities. Neither Party shall be liable to the other Party for any claim, demand, liability, loss, or damage, whether direct, indirect, or consequential, incurred by the Parties or their respective customers, which results from the separation of the systems in an emergency or interruption.

## 6.3 Governing Law and Preservation of Defenses

This Agreement shall be deemed to be a contract made under and for all purposes shall be governed by and construed solely in accordance with applicable Federal law. The Parties acknowledge that Bonneville is an agency of the United States, and has not by this Agreement waived its sovereign immunity or any jurisdictional defenses, including but not limited to whether Bonneville or any of its actions, arising under or relating to this Agreement, is subject to the jurisdiction of FERC.

**Deleted:** with respect to a BPA, which

**Deleted:** federal government, BPA

**Deleted:** in any respect.

**Deleted:** No provision of this Agreement shall be deemed to waive the right of any Party to protest, or challenge in any manner, whether this Agreement, or any action or proceeding

## 6.4 Waivers

Except as provided in section 5.8, no waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party. A waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement. Non-action by the Party who has the right to make such waiver shall not be deemed a waiver.

## 6.5 Notices

Except as provided in section 5.8, all notices, requests, demands, and other communications

required or permitted under this Agreement shall be in writing, unless otherwise agreed by the Parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, or by electronic facsimile transmission with an original sent immediately thereafter by postage prepaid mail, and properly addressed to the lead representatives identified in Exhibit A. If delivered by mail, such notices shall be effective five business days following deposit in the United States mail, postage prepaid.

#### **6.6 Assignment and Successors**

Neither this Agreement, nor any rights or responsibilities under this Agreement, may be assigned by either Party to a third party without the written consent of the other Party, and such consent will not be unreasonably delayed, conditioned, or withheld. Subject to the preceding sentence, this Agreement is binding upon and will inure to the benefit of the Parties and their successors in interest.

#### **6.7 Severability, Savings Clause, and Interpretation**

If any provision of this Agreement is held to be void, voidable, contrary to public policy, or unenforceable by any court or governmental agency of competent jurisdiction, that provision shall remain in force and effect to the maximum extent not prohibited by law, and all other terms of this Agreement shall not be affected thereby but shall remain in force and effect unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions in this Agreement. The Parties agree that each Party has comparably participated in the preparation and negotiation of this Agreement such that no Party will be deemed the drafter of any term that may subsequently be found to be ambiguous or vague. Ambiguities or uncertainties in the wording of this Agreement shall be construed in a manner that most accurately reflects the purpose of this Agreement and the nature of the rights and obligations of the Parties with respect to the matter being construed.

#### **6.8 Section Headings**

Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

#### **6.9 Third Party Beneficiaries**

This Agreement is made and entered into for the sole protection and legal benefit of the Parties, and no other person or entity shall be a direct or indirect legal beneficiary of or have any direct or indirect cause of action or claim in connection with this Agreement or of any duty, obligation, or undertaking established herein.

#### **6.10 Entire Agreement**

This Agreement (including any exhibits, which are part of this Agreement and are incorporated by this reference) constitutes the complete agreement between the Parties and supersedes all previous communications, negotiation, and agreements, whether oral or written, with respect to

this Agreement.

**6.11 Counterparts and Signature Authority.**

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. Each person signing below warrants that he or she has been duly authorized by the Party for whom he or she signs to execute this Agreement on behalf of that Party.

CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

Name: \_\_\_\_\_  
*(Print/Type)*

Name: \_\_\_\_\_  
*(Print/Type)*

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

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

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

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

**EXHIBIT A  
LEAD REPRESENTATIVES**

Lead representatives for the Coordinating Committee are listed below.

**Lead CAISO Representative:**

California Independent System Operator  
Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Attention: [TITLE OR NAME]  
Phone:  
Fax:  
E-mail:

**Secondary Point of Contact:**

California Independent System Operator  
Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Attention: Regulatory Contracts  
Phone: (916) 608-7027  
Fax: (916) 608-5063  
E-mail: RegulatoryContracts@caiso.com

**Lead Bonneville Representative:**

Attention: Transmission Account  
Executive for CAISO– TSE/TPP-2  
Phone: (360) 619-6016  
Fax: (360) 619-6940

**If by First Class Mail:**

Bonneville Power Administration  
P.O. Box 61409  
Vancouver, WA 98666-1409

**If by Overnight Delivery Service:**

Bonneville Power Administration –  
TSE/TPP-2  
7500 NE 41<sup>st</sup> Street, Suite 130  
Vancouver, WA 98662

**EXHIBIT B  
DATA AND INFORMATION EXCHANGE**

<b>REF #</b>	<b>DATA ITEM</b>	<b>SENDER</b>	<b>RECEIVER</b>	<b>MARKET</b>	<b>MARKET INTERVAL</b>	<b>METHOD</b>	<b>WHEN &amp; HOW OFTEN</b>	<b>NOTES</b>
1	Real-time Managed Limits and Actual Flows on Bonneville Managed Facilities	BPA	CAISO	N/A	N/A	ICCP	Real-Time	BPA calculates and sends these to Peak Reliability in real-time via ICCP; CAISO may retrieve these from Peak Reliability or directly from BPA.
2	Upper/Lower Rate of Change Limits on Bonneville Managed Facilities	BPA	CAISO	RTD	Advisory/Binding	EIDE	On change, at least once an hour.	If BPA does not send a value or CAISO does not receive it, the last value that is sent by BPA and received by the CAISO should be persisted.
3	Rate of Change Market Flows on Bonneville Managed Facilities	CAISO	BPA	RTD/FMM	Advisory/Binding	EIDE	every 5 and 15 minutes respectively	EIM Incremental market flows due to scheduling and dispatching of specific EIM Participating Resources compared to their corresponding submitted Base Schedules or hourly resource plan
4	Total Market Dispatch for EIM Participating Resources	CAISO	BPA	RTD/FMM	Advisory/Binding	EIDE	every 5 and 15 minutes respectively	For resources identified in section 5 of Exhibit C or other resources identified by the

REF #	DATA ITEM	SENDER	RECEIVER	MARKET	MARKET INTERVAL	METHOD	WHEN & HOW OFTEN	NOTES
								Coordinating Committee for reliability needs.
5	Load Forecast for each EIM Area BAA	CAISO	BPA	RTD/FMM	Advisory/Binding	EIDE	every 5 and 15 minutes respectively	
6	Adjusted Net Scheduled Interchange for each EIM Area BAA	CAISO	BPA	RTD/FMM	Advisory/Binding	EIDE	every 5 and 15 minutes respectively	
7	Resource Status for EIM Participating Resources	CAISO	BPA	RTD	Advisory/Binding	EIDE	every 5 minutes	For resources identified in section 5 of Exhibit C or other resources identified by the Coordinating Committee for reliability needs.
8	Generation Shift Factor for EIM Participating Resources for each Bonneville Managed Facility	CAISO	BPA	RTD	Binding	EIDE	every 5 minutes	For resources identified in section 5 of Exhibit C or other resources identified by the Coordinating Committee for reliability needs.
9	Upper/Lower Rate of Change Limits that CAISO is enforcing in RTD	CAISO	BPA	RTD	Advisory/Binding	EIDE	every 5 minutes	Allows BPA to verify that CAISO has received the Upper/Lower Rate of Change Limits that are actively being enforced.

REF #	DATA ITEM	SENDER	RECEIVER	MARKET	MARKET INTERVAL	METHOD	WHEN & HOW OFTEN	NOTES
10	EIM Transfers between EIM Area BAAs	CAISO	BPA	RTD/FMM	Advisory/Binding	EIDE	every 5 and 15 minutes respectively	
11	EIM Incremental Flow for each Bonneville Managed Facility and facilities listed in section 3 of Exhibit C	CAISO	BPA	RTD/FMM	Advisory/Binding	EIDE or other standard communication protocol	every 5 and 15 minutes respectively	Per section 5.1 of this Agreement
12	EIM Area Incremental Flow for each Bonneville Managed Facility and facilities listed in section 3 of Exhibit C	CAISO	BPA	RTD/FMM	Advisory/Binding	EIDE or other standard communication protocol	every 5 and 15 minutes respectively	Per section 5.3 of this Agreement
13	EIM Area Total Flow for each Bonneville Managed Facility and facilities listed in section 3 of Exhibit C.	CAISO	BPA	RTD/FMM	Advisory/Binding	EIDE or other standard communication protocol	every 5 and 15 minutes respectively	Per section 5.3 of this Agreement
14	EIM Area Total Flow Do Not Exacerbate (DNE) Signal	BPA	CAISO	RTD	Advisory/Binding	EIDE or other standard communication protocol	Per the conditions listed in section 5.2 of the Agreement.	For each Bonneville Managed Facility, subject to section 5.2 of this Agreement
15	EIM Area Total Flow DNE active Signal	CAISO	BPA	RTD	Advisory/Binding	EIDE or other standard communication protocol	every 5 and 15 minutes respectively	For each Bonneville Managed Facility, subject to section 5.2 of this Agreement. This allows BPA to verify that

REF #	DATA ITEM	SENDER	RECEIVER	MARKET	MARKET INTERVAL	METHOD	WHEN & HOW OFTEN	NOTES
								CAISO has received the EIM Area Total Flow DNE signal and is actively being enforced.
16	EIM Area Total Flow Limit	BPA	CAISO	RTD	Advisory/Binding	EIDE or other standard communication protocol	Per the conditions listed in sections 5.3 and 5.4 of the Agreement.	For each Bonneville Managed Facility, subject to section 5.3 of this Agreement.
17	EIM Area Total Flow Limit active in RTD	CAISO	BPA	RTD	Advisory/Binding	EIDE or other standard communication protocol	Per the conditions listed in sections 5.3 and 5.4 of the Agreement.	For each Bonneville Managed Facility. This allows BPA to verify that CAISO has received the EIM Area Total Flow Limit and is actively being enforced.
18	General Market Status	CAISO	BPA	RTD/FMM	N/A	EIDE or other standard communication protocol	every 5 and 15 minutes respectively	An indication that the respective market is operational, per section 4.6 of this Agreement.

The terms Real-Time Dispatch (RTD) and Fifteen Minute Market (FMM) are defined in the CAISO tariff. The Coordinating Committee may agree to add or remove data items listed in this Exhibit B. Per section 6.1 of the Agreement, such additions or removals shall not be considered an amendment to the Agreement.

**EXHIBIT C  
BONNEVILLE MANAGED FACILITIES AND OTHER FACILITIES**

**1. LIST OF BONNEVILLE MANAGED FACILITIES**

<b>BONNEVILLE MANAGED FACILITY</b>	<b>ACRONYM</b>	<b>STATE ESTIMATOR NAME</b>	<b>DSO</b>
Columbia Injection	COLINJ	COLINJ	336
North of John Day	NJD	PATH73	306
North of Echo Lake	NOEL	INTNEL	348
North of Hanford	NOH	INTNH	340
Paul - Allston	P-A	INTPA	313
Raver - Paul	R-P	INTRP	307
South of Allston*	SOA	PATH71	309
South of Custer	SOC	INTSOC	349
South of Raver	SOR	INTSOR	307
Wanapum Injection	WANINJ	WANINJ	342
Cross Cascades North	WOCN	PATH04	322
Cross Cascades South	WOCS	PATH05	324
West of John Day	WOJD	INTWJD	347
West of McNary	WOM	INTWWM	316
West of Slatt	WOS	INTWS	334

Each Bonneville Managed Facility is defined in the corresponding Bonneville Dispatch Standing Order (“DSO”). South of Allston is the only Bonneville Managed Facility subject to section 5.4 of the Agreement.

**2. ADDING OR REMOVING BONNEVILLE MANAGED FACILITIES**

Bonneville may add or remove Bonneville Managed Facilities to section 1 of this Exhibit C by providing the CAISO’s lead representative on the Coordinating Committee with at least 120 days’ written notice. Per section 6.1 of the Agreement, such additions or removals shall not be considered an amendment to the Agreement.

**3. OTHER FACILITIES WHERE CAISO WILL PROVIDE BONNEVILLE WITH EIM IMPACTS PER SECTION 5.3 OF THE AGREEMENT.**

<b>PATH/FACILITY</b>	<b>ACRONYM</b>	<b>STATE ESTIMATOR NAME</b>
California Oregon Intertie	COI	PATH66

Each path or facility listed in this section 3 of Exhibit C is defined in the WECC Path Rating Catalogue.

**4. ADDING OR REMOVING FACILITIES WHERE CAISO WILL PROVIDE BONNEVILLE WITH EIM IMPACTS PER SECTION 5.3 OF THE AGREEMENT.**

The Coordinating Committee may agree to add or remove facilities listed in section 3 of Exhibit C. These facilities may include facilities where Bonneville is not the Transmission Operator or the Transmission Provider. Per section 6.1 of the Agreement, such additions or removals shall not be considered an amendment to the Agreement.

**5. LIST OF EIM PARTICIPATING RESOURCES SUBJECT TO UPPER AND LOWER RATE OF CHANGE LIMITS**

The following EIM Participating Resources located in the PacifiCorp-West (PACW) Balancing Authority are subject to the Upper Rate of Change Limits and the Lower Rate of Change Limits: Jim Bridger, Chehalis, Goodnoe Hills, Hermiston, Leaning Juniper, Swift, and Yale.

The following EIM Participating Resources located in the Puget Sound Energy (PSE) Balancing Authority are subject to the Upper Rate of Change Limits and the Lower Rate of Change Limits: Encogen, Ferndale, Frederickson 1 and 2, Fredonia 1 and 2, Fredonia 3 and 4, Goldendale, Mid-C (PSE share), Mint Farm, Sumas, Upper Baker 1 and 2, and Whitehorn 2 and 3.

**6. ADDING OR REMOVING EIM PARTICIPATING RESOURCES THAT ARE SUBJECT TO UPPER AND LOWER RATE OF CHANGE LIMITS.**

Bonneville may determine that certain other EIM Participating Resources not listed in section 5 of Exhibit C have a non-de minimus impact on the Bonneville transmission system. Upon such a determination, Bonneville may add those EIM Participating Resources to section 5 of Exhibit C upon 120 days' notice to CAISO. If Bonneville determines that certain EIM Participating Resources listed in section 5 of Exhibit C no longer have an impact on the Bonneville transmission system, those EIM Participating Resources will be removed from section 5 of Exhibit C. Per section 6.1 of the Agreement, such additions or removals shall not be considered an amendment to the Agreement.