

Addendum for Operational Services – Generation (SCID: SEES)

Reference:

OPERATIONAL SERVICES AGREEMENT

Between Calpine Energy Solutions, LLC (“Solutions”) and County Sanitation District No. 2 of Los Angeles County (“Buyer”)
As of March 9, 2022 (Effective Date)

This addendum (“Addendum”) supplements the Operational Services Agreement referred to above (the “Agreement”).

1. **EFFECTIVE PERIOD.** This Addendum shall be in full force and effect from the Start Date through the End Date:

Start Date:	End Date:
April 1, 2022	December 31, 2030

2. **GENERATION RESOURCE.**

(a) The services set forth in this Addendum shall apply to the generation resource set forth below (*the “Resource(s)”*).

Generation Resource Name	NERC Region	Market Area	Settlement Point	PMAX (MW)
Joint Water Pollution Control Plant (JWPCP)	WECC	CAISO	SANTR_6_UNITS-APND	
Puente Hills Gas-to-Energy Facility Phase I	WECC	CAISO	WALNUT_6_HILLGEN	
Calabasas Landfill Gas-to-Energy Facility	WECC	CAISO	MOORPK_2_CALABS	

(b) In the event that Buyer determines the Resource will be decommissioned during the Effective Period, Buyer shall immediately notify Solutions and provide Solutions with documentation of such determination, and this Addendum shall automatically terminate the earlier of decommissioning and 30 days following the notice, and the Parties shall have no further obligations under this Addendum except for any obligations that accrued prior to such notice.

3. **SCHEDULING COORDINATOR SERVICES.**

- (a) **General:** Solutions shall be responsible for submitting all schedules to the ISO associated with the Resources in accordance with this Addendum, including wholesale power transactions with third parties based upon the information provided by Buyer. Solutions shall be responsible for settlement of ISO amounts associated with the Resource, and shall invoice Buyer as described in the Agreement. Solutions shall not take title to energy, but shall provide the scheduling coordinator functions described herein. ALL OTHER SCHEDULING COORDINATOR FUNCTIONS AS MAY BE DEFINED BY THE ISO, THE LDC OR NERC (*E.G. NERC RELIABILITY STANDARDS COMPLIANCE, TAGGING & CHECKOUT, CRR MANAGEMENT, ETC.*) ARE EXPRESSLY EXCLUDED FROM THIS ADDENDUM.
- (b) **Scheduling:** Buyer shall notify Solutions of Schedules (2) Business Days prior to flow month.
- (c) **ISO Scheduling Coordinator ID:** Solutions shall perform all Scheduling Services under Solutions’ ISO scheduling coordinator ID (SEES)
- (d) **Discrepancies:** Solutions shall use commercially reasonable efforts to aid Buyer in resolving any scheduling related discrepancies with third parties.
- (e) **Solutions Excused.** Solutions shall be excused from performing its obligations under this Agreement to the extent that any failure by Buyer to perform any of its obligations under this Agreement prevents, delays or interferes with Solutions performing its obligations under this Agreement.

4. **BUYER'S SCHEDULING OBLIGATIONS**

- (a) **Information for Scheduling.** Buyer shall be responsible for providing detailed information regarding: (i) the generation; and (ii) wholesale power transactions with third parties, to be scheduled and Solutions will rely on that information for the purposes of submitting Schedules on Buyer's behalf. Such Buyer generation information shall be provided to Solutions in accordance with the attached Operating Procedures. Buyer shall provide to Solutions all information required to offer Resource into the relevant market, and all information provided to Solutions must be true, complete and consistent with Buyer's operational plans. Buyer shall comply with all rules, regulations, policies and procedures of the ISO in Buyer's operations and in all scheduling matters. Buyer acknowledges that Solutions will be communicating information that Solutions receives from Buyer to the ISO. **BUYER AGREES THAT IT WILL INDEMNIFY AND HOLD HARMLESS SOLUTIONS AND THE SOLUTIONS RELATED PARTIES WITH RESPECT TO ANY FINES OR PENALTIES THAT MAY BE ASSESSED AGAINST SOLUTIONS BY THE ISO FOR INACCURATE INFORMATION THAT BUYER REPORTED TO SOLUTIONS.**

- (b) **Outage Management.** Buyer, with assistance of Seller, shall be responsible for scheduling planned outages with the Local Distribution Company (LDC) or ISO, and submitting notifications pertaining to Resource's availability and operational status to the Seller, LDC or ISO, as required. Buyer shall be responsible for purchasing substitute resource adequacy for any outages where the CAISO requires such substitute resource adequacy for the Generation Resource that is under a resource adequacy contract and/or committed to providing resource adequacy filed by Seller in any CAISO supply plan. Buyer acknowledges that outages may be rejected by the CAISO due to failure to procure adequate substitute resource adequacy.

- (c) **BUYER SHALL BE RESPONSIBLE FOR ALL THIRD PARTY ENERGY SALES TRANSACTIONS. SOLUTIONS' OBLIGATIONS ASSOCIATED WITH SCHEDULING THIRD PARTY ENERGY SALES TRANSACTIONS ARE EXPRESSLY CONDITIONED UPON THE THIRD PARTY'S PERFORMANCE OF ITS OBLIGATIONS SET FORTH IN THE OPERATING PROCEDURES SCHEDULE. BUYER SHALL REIMBURSE SOLUTIONS FOR ANY COSTS THAT SOLUTIONS INCURS AS A RESULT OF THE THIRD PARTY ENERGY SALES TRANSACTIONS AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SOLUTIONS FROM AND AGAINST ANY CLAIMS (AS DEFINED BELOW) ARISING FROM OR OUT OF THE THIRD PARTY ENERGY SALES TRANSACTION OR THE ACTIONS OR INACTIONS OF THE THIRD PARTY FROM WHOM BUYER SELLS ENERGY. "CLAIMS" MEANS ALL THIRD PARTY CLAIMS OR ACTIONS, THREATENED OR FILED AND, WHETHER GROUNDLESS, FALSE, FRAUDULENT OR OTHERWISE, AND THE RESULTING LOSSES, DAMAGES, EXPENSES, ATTORNEYS' FEES AND COURT COSTS, WHETHER INCURRED BY SETTLEMENT OR OTHERWISE, AND WHETHER SUCH CLAIMS OR ACTIONS ARE THREATENED OR FILED PRIOR TO OR AFTER THE TERMINATION OF THIS AGREEMENT EXCEPT FOR SOLUTIONS' FAILURE TO PROPERLY SCHEDULE THIRD PARTY ENERGY SALES TRANSACTIONS OR SOLUTIONS' GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.**

1. **SERVICE FEE.**

- (a) Buyer shall pay Solutions a monthly fee (the "Service Fee") for the Services expressly set forth herein in the amount set forth below for each Resource.

Resource	Service Fee
Joint Water Pollution Control Plant (JWPCP)	\$3,000/month
Puente Hills Gas-to-Energy Facility Phase I	\$5,000/month
Calabasas Landfill Gas-to-Energy Facility	\$3,000/month

- (b) All charges, out of pocket costs, credit and collateral requirements and penalties incurred by Solutions associated with providing the Services shall be passed through to BUYER.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the day and year set forth above.

CALPINE ENERGY SOLUTIONS, LLC

COUNTY SANITATION DISTRICT NO. 2 OF
LOS ANGELES COUNTY

By _____

By _____

Chairperson, Board of Directors

Title _____

ATTEST:

By _____

Secretary to the Board

APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH
LLP

By _____

District Counsel