



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

July 29, 2021

In reply refer to: FOIA #BPA-2020-00739-F

Andrew Missel
Advocates for the West
3701 SE Milwaukie Avenue, Suite B
Portland OR 97202
Email: amissel@advocateswest.org

Dear Mr. Missel,

This communication is the Bonneville Power Administration (BPA) second partial response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your records request on April 30, 2020, formally acknowledged your request on May 1, 2020, and sent you a first partial response of records on June 22, 2021.

Request

“1. Any communications between BPA and CAISO concerning (a) BPA’s decision to sign the Implementation Agreement and/or (b) the steps BPA is taking to carry out the Implementation Agreement. This includes both pre-signing communications and post-signing communications.

2. Any communications between BPA and the Northwest Power and Conservation Council (“NWPCC”) concerning BPA’s decision to (a) sign the Implementation Agreement and/or (b) the steps BPA is taking to carry out the Implementation Agreement. This includes both presigning communications and post-signing communications.”

Second Partial Response

This second partial release comprises records containing information belonging to the California Independent System Operator (CAISO). BPA relies on Exemption 4 in withholding 1,065 pages of agency records containing confidential information belonging to the CAISO that were either objected to by CAISO or are covered by a Non-Disclosure Agreement. BPA is herein releasing 103 pages of publicly-available records. Greater detail on the exemption applied follows.

Explanation of Exemptions

The FOIA generally requires the release of all agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)).

Exemption 4

Exemption 4 protects from disclosure two types of information: (1) trade secrets; and (2) information that is (a) commercial or financial, and (b) obtained from a person, and (c) privileged or confidential (5 U.S.C. § 552(b)(4)). Prior to publicly releasing agency records, BPA is required by Executive Order 12,600 and Department of Energy regulations at 10 C.F.R. § 1004.11 to solicit objections to the public release of any third party's confidential commercial information contained in the responsive records set. On June 22, 2021, BPA provided CAISO with an opportunity to formally object to the public release of their information contained in BPA records. CAISO provided their objections on July 22, 2021. BPA largely accepted those objections, based on guidance available from the U.S. Department of Justice, and is withholding CAISO's confidential commercial information from public release.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the partial records release and records withholding determination described above.

Processing Update

Some of the records provided to CAISO for objection also contained information belonging to BPA. BPA denied CAISO's objections with regard to those records. In accordance with DOE's FOIA regulations at 10 C.F.R. § 1004.11, BPA has provided CAISO a pre-release notice of seven (7) business days. BPA has sent that pre-release notice to CAISO and will release the remaining records to you after seven (7) business days have passed.

Target Date

BPA plans to release the remainder of the responsive records set by August 10, 2021.

If you have any questions about this communication, please contact FOIA Public Liaison Jason Taylor at jetaylor@bpa.gov.

Sincerely,



Candice D. Palen
Freedom of Information/Privacy Act Officer

Enclosure: responsive records

147 FERC ¶ 61,227
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Cheryl A. LaFleur, Acting Chairman;
Philip D. Moeller, John R. Norris,
and Tony Clark.

PacifiCorp

Docket No. ER14-1578-000

ORDER CONDITIONALLY ACCEPTING IN PART AND REJECTING IN PART
PROPOSED TARIFF REVISIONS TO IMPLEMENT ENERGY IMBALANCE
MARKET

(Issued June 19, 2014)

Paragraph Numbers

I. Background	<u>2.</u>
II. PacifiCorp Filing	<u>8.</u>
A. Overview	<u>8.</u>
B. PacifiCorp’s Roles and Responsibilities as an EIM Entity	<u>14.</u>
C. Transmission Customers’ Responsibilities under EIM	<u>18.</u>
D. Transmission Service	<u>21.</u>
E. Transmission Operations	<u>25.</u>
F. EIM Operations	<u>28.</u>
G. EIM Settlements	<u>31.</u>
H. Dispute Resolution	<u>49.</u>
I. Compliance	<u>51.</u>
J. Market Contingencies.....	<u>54.</u>
K. Other Proposed Changes to PacifiCorp’s OATT	<u>57.</u>
L. Other Considerations Related to EIM Implementation	<u>60.</u>
M. Effective Date and Waiver Requests	<u>62.</u>
III. Notice and Responsive Filings	<u>65.</u>
IV. Discussion	<u>68.</u>
A. Procedural Matters	<u>68.</u>
B. Substantive Matters	<u>70.</u>
1. Overview of PacifiCorp’s EIM Proposal.....	<u>70.</u>

2. General and Legal Issues	<u>73.</u>
a. Business Practice Manuals	<u>84.</u>
b. Proposed OATT Structure.....	<u>91.</u>
3. Market Design and Operation.....	<u>104.</u>
a. Transfer of Transmission Rights to the EIM.....	<u>104.</u>
b. Transmission Usage Charge.....	<u>116.</u>
c. External Resource Participation	<u>125.</u>
d. Use of Transmission Service for EIM Transactions	<u>132.</u>
e. OATT Schedules 4 and 9	<u>150.</u>
f. EIM Fees in Schedule 1	<u>164.</u>
g. Collection of CAISO Charges by PacifiCorp	<u>174.</u>
h. Scheduling Timelines.....	<u>186.</u>
i. EIM Market Suspension.....	<u>192.</u>
4. Market Power Mitigation.....	<u>198.</u>
5. Dispute Resolution.....	<u>209.</u>
6. Seams Issues	<u>214.</u>
a. Unscheduled Flow Mitigation	<u>214.</u>
b. Preserving Transmission Rights.....	<u>218.</u>
7. Other Issues	<u>232.</u>
8. Implementation	<u>254.</u>
9. Greenhouse Gas Compliance.....	<u>260.</u>

1. In this order, the Commission addresses proposed revisions filed by PacifiCorp to its Open Access Transmission Tariff (OATT) in order for PacifiCorp to participate in the Energy Imbalance Market (EIM) being created by the California Independent System Operator Corporation (CAISO). PacifiCorp's OATT revisions will work in parallel with tariff revisions proposed by CAISO, whose revisions will provide neighboring balancing authority areas (BAAs) the opportunity to participate in CAISO's real-time market for imbalance energy.¹

I. Background

2. The Commission requires public utility transmission providers to offer energy imbalance service to transmission customers and generators as ancillary services under the *pro forma* OATT.² PacifiCorp currently manages energy imbalances across two BAAs—PacifiCorp East and PacifiCorp West³—by utilizing both automated and manual processes to provide imbalance services from its resources under Schedule 4 (Energy Imbalance Service) and Schedule 9 (Generator Imbalance Service) of its OATT. On the other hand, CAISO manages its BAA through the operation of a bid-based real-time energy market that automatically dispatches the least-cost resource every five minutes to serve load while resolving transmission congestion through the use of a detailed network model.

¹ An order on CAISO's filing is being issued concurrently in Docket No. ER14-1386-000.

² See *Promoting Wholesale Competition Through Open Access Non-Discriminatory Transmission Services by Public Utilities; Recovery of Stranded Costs by Public Utilities and Transmitting Utilities*, Order No. 888, FERC Stats. & Regs. ¶ 31,036, at 31,705 (1996), *order on reh'g*, Order No. 888-A, FERC Stats. & Regs. ¶ 31,048, *order on reh'g*, Order No. 888-B, 81 FERC ¶ 61,248 (1997), *order on reh'g*, Order No. 888-C, 82 FERC ¶ 61,046 (1998), *aff'd in part and rev'd in part sub nom. Transmission Access Policy Study Group v. FERC*, 225 F.3d 667 (D.C. Cir. 2000), *aff'd sub nom. New York v. FERC*, 535 U.S. 1 (2002); *Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, FERC Stats. & Regs. ¶ 31,241 (Order No. 890), *order on reh'g*, Order No. 890-A, FERC Stats. & Regs. ¶ 31,261 (2007) (Order No. 890-A), *order on reh'g*, Order No. 890-B, 123 FERC ¶ 61,299 (2008), *order on reh'g*, Order No. 890-C, 126 FERC ¶ 61,228, *order on clarification*, Order No. 890-D, 129 FERC ¶ 61,126 (2009).

³ PacifiCorp East principally includes PacifiCorp's load and generating capacity in Idaho, Utah, and Wyoming, and PacifiCorp West principally includes PacifiCorp's load and generating capacity in Washington, Oregon, and California.

3. For several years, industry leaders in the West have examined the potential benefits of a regional energy imbalance market that could replace the energy imbalance services that utilities in the region, such as PacifiCorp, currently offer under their respective OATTs. CAISO and PacifiCorp studied the benefits of an energy imbalance market between their BAAs.⁴ The EIM Benefits Study projected annual economic benefits to PacifiCorp of between \$10.5 and \$54.4 million with benefits for customers resulting from dispatch savings, reduced flexibility reserves, and reduced renewable energy curtailment.⁵

4. Following the EIM Benefits Study, CAISO and PacifiCorp executed a memorandum of understanding in February 2013 to begin development of a regional real-time energy imbalance market to commence operations by October 2014. On June 28, 2013, the Commission accepted an implementation agreement between CAISO and PacifiCorp to establish the scope and schedule of implementing the energy imbalance market and to account for PacifiCorp's upfront costs.⁶

5. PacifiCorp estimates that it will incur approximately \$20 million in costs to implement EIM through upgrading real-time and settlement metering and telecommunications equipment, systems and support for market operations, and settlement of EIM transactions. In addition, PacifiCorp estimates annual operation and maintenance expenses associated with the EIM of \$3 million starting in January 2015.⁷ According to PacifiCorp, it is more cost-effective to expand CAISO's existing real-time market to include PacifiCorp's system than it would be for PacifiCorp to create a new platform.

6. On February 28, 2014, CAISO submitted its EIM proposal to the Commission.⁸ In its filing, CAISO proposes to utilize its existing real-time market for EIM transactions by

⁴ See Energy and Environmental Economics, Inc., *PacifiCorp –ISO Energy Imbalance Market Benefits* (Mar. 13, 2013) (EIM Benefits Study), available on the CAISO website at <http://www.aiso.com/Documents/PacifiCorp-ISOEnergyImbalanceMarketBenefits.pdf> and provided in Attachment E to CAISO's EIM filing in Docket No. ER14-1386-000.

⁵ PacifiCorp Transmittal Letter at 15-16.

⁶ *Cal. Indep. Sys. Operator Corp.*, 143 FERC ¶ 61,298 (2013).

⁷ PacifiCorp Transmittal Letter at 18.

⁸ See CAISO Filing, Docket No. ER14-1386-000 (February 28, 2014).

adding new procedures to accommodate the voluntary participation of other BAAs. Under the EIM tariff provisions proposed by CAISO, entities within BAAs outside of CAISO may sign service agreements to take part in the imbalance energy portion of the CAISO locational marginal price (LMP)-based real-time market alongside participants from within the CAISO BAA. CAISO will run its market software to economically dispatch the energy of any BAA that joins the EIM (an EIM Entity).⁹ This will allow for optimization of imbalance energy across the broader EIM footprint to the extent that transmission between an EIM Entity and CAISO, or among EIM Entities, is available. The CAISO EIM tariff provisions do not propose any changes to the current North American Electric Reliability Corporation (NERC)-registered reliability roles for CAISO or EIM Entities such as PacifiCorp. Participation in the EIM does not in itself allow for participation in CAISO's day-ahead and 15-minute markets. PacifiCorp transmission customers that are not participating in the EIM will continue to take service under the PacifiCorp OATT.

7. To facilitate participation in the EIM, PacifiCorp is proposing the following amendments to its OATT: (1) a new Attachment T, which sets forth the roles and responsibilities of customers and PacifiCorp as the EIM Entity;¹⁰ (2) revisions to OATT Schedule 1 to allocate EIM-related administrative costs charged by CAISO; (3) revisions to OATT Schedules 4 and 9 to reflect the use of LMP-based imbalance pricing for Schedule 4 and 9 imbalance service; (4) clarifying revisions to OATT Schedule 10 (Real Power Losses); (5) new section 8 of Attachment T to recover EIM-related costs charged by CAISO; (6) new definitions in section 1; and (7) targeted modifications to Parts I through V of its OATT. PacifiCorp requests an effective date of June 20, 2014 with respect to certain of the proposed provisions, and requests waiver of the Commission's regulations to permit certain of the data submission requirements to go into effect just prior to the commencement of the EIM, on September 23, 2014, and the actual settlement provisions and other provisions concerning transmission service to become effective as the EIM goes live, on the later of October 1, 2014 or the date of EIM implementation.¹¹ PacifiCorp requests that the Commission issue an order by June 20, 2014.

⁹ The proposed tariff defines a BAA that opts to participate as an EIM Entity. *See* CAISO Filing, Docket No. ER14-1386-000, CAISO Tariff, proposed Appendix A (Master Definition Supplement).

¹⁰ An EIM Entity is a balancing authority that opts to participate in the EIM. Proposed OATT, section 1.11G. *See also* CAISO Tariff, proposed Appendix A (Master Definition Supplement). References herein to proposed sections of CAISO's tariff refer to the revised tariff provisions filed in Docket No. ER14-1386-000.

¹¹ PacifiCorp Transmittal Letter at 20, 70-71, and Attachment C.

II. PacifiCorp Filing

A. Overview

8. PacifiCorp notes that the proposed OATT revisions are intended to work in concert with the proposed CAISO tariff provisions implementing the EIM filed in Docket No. ER14-1386-000; therefore, PacifiCorp has purposely included cross-references to specific sections of the CAISO tariff in its OATT revisions.¹² Moreover, while participation in the EIM is voluntary for PacifiCorp's transmission customers, PacifiCorp's participation in the EIM will impose obligations on all of its transmission and generator interconnection customers, whether or not those customers participate in EIM. For instance, all transmission and generator interconnection customers will have to provide PacifiCorp with operational data consisting of resource operational characteristics and forecast and outage data. According to PacifiCorp, this data is necessary for the EIM to properly model and account for expected load, generation, imports, and exports during the operating hour.¹³

9. While PacifiCorp's transmission customers have the option to bid into the EIM or continue to self-provide generation/load or engage in bilateral transactions outside of the EIM, PacifiCorp proposes to use the EIM and resulting LMP pricing to settle Schedule 4 and 9 imbalances under its OATT for those transmission and generator interconnection customers. PacifiCorp has also revised Schedule 1 of its OATT to clarify that administrative charges assessed by CAISO to PacifiCorp as the EIM Entity will be included in PacifiCorp's annual Schedule 1 charge based upon its formula rate. PacifiCorp proposes to hold harmless its transmission customers from certain CAISO charges while either directly assigning or allocating other charges to its transmission customers.

10. To maximize the benefits of the EIM, PacifiCorp proposes to utilize firm transmission rights offered by a transmission customer who voluntarily elects to make such capacity available for EIM Transfers,¹⁴ which for purposes of the EIM shall not be

¹² *Id.* at 21.

¹³ *Id.*

¹⁴ PacifiCorp's OATT defines an "EIM Transfer" as the transfer of real-time energy resulting from an EIM dispatch instruction either between PacifiCorp's BAAs, between a PacifiCorp BAA and the CAISO BAA, between a PacifiCorp BAA and another EIM Entity's BAA, or between the CAISO BAA and another EIM Entity BAA using transmission capacity available in the EIM. *Id.* at 39; Proposed OATT, section 1.11H.

considered to be sales or assignment of transmission service. PacifiCorp plans to implement the EIM using this approach for the California-Oregon Intertie between CAISO and PacifiCorp West as well as across Idaho Power Company's system between PacifiCorp East and PacifiCorp West. Bonneville Power Administration (BPA) and CAISO are the path operators for the California-Oregon Intertie.¹⁵ PacifiCorp states that it continues to work with BPA and CAISO to effectuate operational solutions regarding use of PacifiCorp's existing transmission rights across the California-Oregon Intertie.

11. PacifiCorp proposes that, in order for generating resources that are internal to PacifiCorp's BAAs to participate in the EIM, those generating resources must secure transmission service, either firm or non-firm, from PacifiCorp. Generating resources that are external to either of PacifiCorp's BAAs also may participate in EIM by utilizing a pseudo-tie arrangement into a PacifiCorp BAA. There is no proposed additional charge for transmission into the CAISO BAA; however, CAISO and PacifiCorp will reassess the issue of EIM transmission charges based on actual data from the EIM after one year of operation.

12. PacifiCorp notes that the EIM will be subject to oversight not only by CAISO and PacifiCorp, but also by numerous other entities including the CAISO Department of Market Monitoring, the CAISO Market Surveillance Committee, other stakeholders, and regulators. PacifiCorp has also proposed additional safeguards that will allow it to suspend its participation in the EIM and default to its existing OATT Schedules 4 and 9 if certain market contingencies occur related to the EIM. In particular, proposed section 10 of the OATT sets forth three potential contingencies: (1) temporary suspension of the EIM by CAISO; (2) termination of PacifiCorp's participation in the EIM; and (3) occurrence of "temporary contingencies" related to management of short-term operational issues to maintain system reliability, communication failures, and, for the initial year of EIM operations, to work in consultation with CAISO and CAISO's Department of Market Monitoring, to mitigate market design flaws that must be remedied by a tariff modification during the period before such a filing can be made and placed into effect.

13. PacifiCorp states that participation in the EIM does not change its existing responsibilities as a balancing authority.¹⁶ PacifiCorp notes that it must still set aside resource capacity at specific generators for contingency reserve, up-regulation and down-regulation for system balancing service for PacifiCorp's BAAs, with any remaining

¹⁵ BPA operates the facilities to the north of the California-Oregon border while CAISO operates the facilities to the south.

¹⁶ PacifiCorp Transmittal Letter at 23.

capacity available for the EIM, assuming that PacifiCorp chooses to bid its resources into the EIM. In addition, PacifiCorp commits that it will continue to support its reserve sharing commitments in the Northwest Power Pool.¹⁷

B. PacifiCorp's Roles and Responsibilities as an EIM Entity

14. PacifiCorp explains that it has a number of responsibilities as the EIM Entity that interfaces with CAISO.¹⁸ Under the proposal, PacifiCorp must: (1) qualify (or secure representation by a qualified third-party) as an EIM Entity Scheduling Coordinator;¹⁹ (2) process participating resource applications in PacifiCorp's BAAs; (3) provide required information regarding modeling data to CAISO and register all non-participating resources in PacifiCorp's BAAs with CAISO; (4) provide data to CAISO regarding the day-to-day operation of the EIM, including the submissions of EIM Base Schedules and Resource Plans and any changes to such plans; (5) provide CAISO with information regarding the reserved use of the transmission system and interties and any changes to transmission capacity; (6) submit information regarding planned and unplanned outages; and (7) facilitate the provision of transmission capacity for EIM Transfers offered by PacifiCorp Interchange Rights Holders.²⁰ According to PacifiCorp, these responsibilities are necessary to facilitate the operation of the EIM in accordance with the requirements for EIM Entities specified in proposed section 29 of the CAISO tariff.

¹⁷ The Northwest Power Pool is a voluntary organization of utilities in the Northwest operating a contingency reserve sharing program under a Commission-approved agreement.

¹⁸ PacifiCorp includes references throughout its Transmittal Letter to the "PacifiCorp EIM Entity," defined in proposed section 1.30F of PacifiCorp's OATT as: "[PacifiCorp] in performance of its role as an EIM Entity under the [EIM provisions of the CAISO tariff] and [PacifiCorp's] Tariff, including, but not limited to, Attachment T. The term 'PacifiCorp EIM Entity' refers collectively to the EIM Entities for both [PacifiCorp East] and [PacifiCorp West]." To minimize confusion, we simply will refer to PacifiCorp in this order. Likewise, we will refer to CAISO instead of the "Market Operator," defined in proposed section 1.19B of PacifiCorp's OATT as "[t]he entity responsible for operation, administration, settlement, and oversight of the EIM," as CAISO is currently performing these functions.

¹⁹ An EIM Entity Scheduling Coordinator is the entity through which a balancing authority that joins the EIM participates in the real-time market. *See* CAISO Tariff, proposed section 29.4(c).

²⁰ PacifiCorp Transmittal Letter at 22-23.

15. In addition to its roles noted above, PacifiCorp states that it also must make several determinations with respect to how it will implement the EIM.²¹ PacifiCorp explains that the EIM settles at LMPs determined at various nodes on the CAISO system. Rather than extend LMP pricing to each node in PacifiCorp's BAAs, PacifiCorp proposes to utilize two Load Aggregation Points, one each for PacifiCorp East and PacifiCorp West, such that each BAA will have its own Load Aggregation Point price. In support, PacifiCorp argues that utilizing a single Load Aggregation Point for each BAA simplifies the process of market participation for load-serving entities located in PacifiCorp's BAAs.²² PacifiCorp notes that not all load-serving entities are directly metered by PacifiCorp's SCADA system, which presents difficulties in obtaining and providing meter data for forecasting and pricing, without additional SCADA upgrades. PacifiCorp contends that the use of multiple Load Aggregation Points (or LMPs) could require a significant effort and investment in modifications to physical metering, meter data management systems, billing, and settlement systems, without a corresponding demonstrated benefit at this time.

16. PacifiCorp also proposes to use the CAISO load forecast for both of its BAAs. Under CAISO's market design, an entity participating in the EIM may elect to use either its own load forecast or a load forecast produced by CAISO. If PacifiCorp chooses to submit EIM Base Schedules using the CAISO load forecast, it can minimize exposure to charges for under- or over-scheduling. According to PacifiCorp, if it uses the CAISO load forecast and submits EIM Base Schedule forecasts within +/- 1 percent of the CAISO load forecast, it will not be exposed to under- or overscheduling penalties.²³ Furthermore, PacifiCorp notes that use of the CAISO load forecast also addresses certain concerns that were raised during the stakeholder process about the potential for one BAA to "lean" on the capacity of another. Because PacifiCorp will be required to submit EIM Base Schedules that match the load forecast set by CAISO, PacifiCorp asserts that it will be unable to understate its load obligation and lean on other parties' resources.²⁴

17. Lastly, PacifiCorp will be a Scheduling Coordinator Metered Entity in accordance with the CAISO tariff.²⁵ PacifiCorp also will perform this function on behalf of all

²¹ *Id.* at 23.

²² *Id.* at 24.

²³ *Id.* at 25.

²⁴ *Id.* at 26.

²⁵ Pursuant to proposed section 29.10 of the CAISO tariff, metering for EIM settlements is accomplished by EIM Entities becoming either CAISO Metered Entities or

(continued...)

transmission customers with non-participating resources. Accordingly, PacifiCorp shall submit load, resource, and interchange meter data to CAISO in accordance with the CAISO tariff's format and timeframes on behalf of transmission customers with non-participating resources, loads, and Interchange.²⁶ According to PacifiCorp, this determination strikes a balance between PacifiCorp's responsibilities as a balancing authority and transmission provider to have information on the resources within its BAAs, and CAISO's needs as the operator of the EIM to have timely and accurate meter data for EIM settlements.²⁷

C. Transmission Customers' Responsibilities under EIM

18. PacifiCorp outlines the responsibilities of customers with respect to the EIM in section 4.2 of Attachment T. These responsibilities include providing: (1) initial registration data, including operational characteristics of generators; (2) updates to the initial registration data; (3) planned and forced outage information; and (4) forecast data. PacifiCorp argues that registration and outage information is necessary to comply with requirements established under proposed CAISO tariff sections 29.4(c)(4)(C) and (D) (registration) and 29.9 (outages).²⁸ In addition, PacifiCorp notes that outage and forecast data is necessary to ensure that CAISO can administer the EIM and properly model and account for expected load, generation, imports, and exports during the operating hour. According to PacifiCorp, this limited data requirement will enhance reliable operation of the EIM, as CAISO will have up-to-date and accurate information on resource capabilities and availability. Moreover, PacifiCorp contends that many customers already provide this type of information on their respective facilities and that the information is readily available to customers and not burdensome to produce. Lastly, PacifiCorp notes that it needs the transmission customer forecast data, as it uses that data as the baseline by which to measure imbalance energy for purposes of EIM settlement.

19. PacifiCorp proposes a set of procedures for transmission customers with resources to participate in the EIM. To become a participating resource, an applicant must submit a

Scheduling Coordinator Metered Entities. Scheduling Coordinator Metered Entities are responsible for collecting, submitting, and ensuring the quality of their own meter data pursuant to section 10.2 of CAISO's tariff, while CAISO Metered Entities use meters directly connected to CAISO's grid, pursuant to section 10.2 of CAISO's tariff.

²⁶ PacifiCorp Transmittal Letter at 26-27.

²⁷ *Id.* at 27.

²⁸ *Id.*

completed application and provide a deposit of \$1,500.²⁹ PacifiCorp states that it will make a determination as to whether to accept or reject the application within 45 days of receipt of the application, based on whether the applicant has satisfied the requirements of Attachment T, as applicable, and met the minimum telemetry and metering requirements, as set forth in the PacifiCorp EIM Business Practice. If PacifiCorp approves the application, it will notify the applicant and CAISO. If PacifiCorp rejects the application, PacifiCorp will notify the applicant and state the grounds for the rejection. PacifiCorp provides a mechanism for the applicant to cure the grounds for the rejection.

20. Upon securing approval of the application, PacifiCorp states that the transmission customer must also demonstrate to CAISO that it has: (1) met CAISO's criteria to become an EIM Participating Resource and executed CAISO's *pro forma* EIM Participating Resource Agreement; (2) qualified to become or retained the services of a CAISO-certified EIM Participating Resource Scheduling Coordinator;³⁰ (3) met the necessary metering requirements of PacifiCorp's OATT and proposed section 29.10 of the CAISO tariff and the EIM Participating Resource Scheduling Coordinator has executed CAISO's *pro forma* Meter Service Agreement for Scheduling Coordinators; (4) met the communication and data requirements of PacifiCorp's OATT and proposed section 29.6 of the CAISO tariff; and (5) the ability to receive and implement dispatch instructions every five minutes from CAISO.³¹

D. Transmission Service

21. PacifiCorp proposes that in order for a generating resource that is internal to PacifiCorp's BAAs to participate in the EIM, the generating resource must secure and pay for transmission service on PacifiCorp's transmission system. PacifiCorp explains that transmission customers utilizing network service have a choice for transmission service for the EIM. They may elect to either: (1) utilize their network service and continue to be billed for transmission based upon their monthly network load, plus any

²⁹ PacifiCorp contends that the fee is necessary for PacifiCorp to recover its costs associated with processing the application, setting up the communications and billing accounts, and for evaluating and determining metering or telemetry requirements necessary for EIM participation. *Id.* at 28.

³⁰ An EIM Participating Resource Scheduling Coordinator is the entity through which owners or operators of resources that wish to bid supply into the EIM participate in the real-time market. *See* CAISO Tariff, proposed section 29.4.

³¹ PacifiCorp Transmittal Letter at 29.

output of designated network resources participating in the EIM;³² or (2) be charged for transmission associated with EIM dispatch instructions utilizing the same approach proposed for point-to-point transmission service. Under the latter approach, the transmission customer must have an umbrella service agreement for non-firm point-to-point transmission service, in which case, the network customer is required to un-designate network resources to be bid into the EIM and, if dispatched, would pay the hourly non-firm point-to-point transmission service rate consistent with section 8.7.2.2 of Attachment T.³³ The election must be made at the time of the application and may not be changed more frequently than on a quarterly basis.

22. PacifiCorp proposes that any generating resource external to PacifiCorp's BAAs is eligible to participate in the EIM if it: (1) implements a pseudo-tie into a PacifiCorp BAA; (2) has arranged firm transmission over any third-party transmission systems to a PacifiCorp BAA intertie boundary equal to the amount of energy that will be dynamically transferred through a pseudo-tie into PacifiCorp's BAA; and (3) has secured transmission service on PacifiCorp's system consistent with section 3.1 of Attachment T.³⁴ PacifiCorp contends that its approach is consistent with how external resources were allowed to participate in the Southwest Power Pool, Inc.'s (SPP) Energy Imbalance Service market.³⁵

23. PacifiCorp argues that assessing a transmission usage charge for participating in the EIM eliminates the free ridership concern voiced by some stakeholders and ensures that all users of the transmission system contribute to its costs. According to PacifiCorp, it will not assess an incremental transmission charge for transmission use where the transmission customer with a participating resource has existing point-to-point transmission service associated with the participating resource and any dispatch instruction does not exceed the transmission customer's reserved capacity. However, if the transmission customer receives a dispatch instruction and the dispatch operating point exceeds the transmission customer's reserved capacity, the transmission customer will be

³² A network customer's monthly network load will include any output of designated network resources participating in the EIM based upon the greatest positive dispatch operating point received during the operating hour.

³³ PacifiCorp Transmittal Letter at 31.

³⁴ *Id.* at 32.

³⁵ *Id.* at 33 (citing *Southwest Power Pool, Inc.*, 123 FERC ¶ 61,062, at P 24 (2008) ("The Commission finds that SPP's choice of the pseudo-tie approach over dynamic scheduling is just and reasonable.")).

charged on an after-the-fact basis, at the hourly non-firm point-to-point transmission service rate for any amount of the dispatch operating point in excess of the transmission customer's reserved capacity. In addition, PacifiCorp states that Schedule 11 of its OATT (Unauthorized Use) will apply to any amount of actual metered generation which is in excess of the greater of: (1) the output associated with a dispatch operating point or a manual dispatch; or (2) the transmission customer's reserved capacity.

24. PacifiCorp proposes to treat transmission revenue received from EIM transmission service as a credit under PacifiCorp's forward-looking transmission formula rate.³⁶ A true-up between the forecasted and actual net revenue requirement is calculated annually for the preceding calendar year and applied as a refund or surcharge to long-term firm transmission customers. As a result, PacifiCorp states that existing, non-participating transmission customers will benefit from the EIM due to either: (1) a credit for non-firm point-to-point transmission service for the EIM that will be applied annually through the formula rate; and/or (2) an increase in the transmission cost allocations to participating network customers because the output of designated network resources associated with EIM dispatch instructions will be added to the customer's monthly network load.

E. Transmission Operations

25. PacifiCorp explains that it does not have any unsubscribed, available transmission capacity between PacifiCorp East and PacifiCorp West or between PacifiCorp West and the CAISO BAA for EIM Transfers. Thus, in order to facilitate EIM Transfers, PacifiCorp plans to utilize firm transmission rights voluntarily offered by PacifiCorp Energy, which is the marketing division of PacifiCorp and also a transmission customer.³⁷ PacifiCorp proposes not to separately compensate or credit its affiliate marketer or any other potential Interchange Rights Holder for transmission capacity made available for EIM Transfers. PacifiCorp contends that its proposal to only utilize firm transmission rights that have been voluntarily turned over for the EIM will ensure that EIM Transfers will be limited to the transmission rights of PacifiCorp's transmission customers. PacifiCorp also proposes revisions to section 23 to clarify that a PacifiCorp Interchange Rights Holder who has informed PacifiCorp that it is electing to make its reserved firm transmission capacity available for EIM Transfers is not performing a reassignment under the OATT and need not comply with the procedures for assignment or transfer of service in section 23.³⁸

³⁶ *Id.* at 38-39.

³⁷ *Id.* at 39-40.

³⁸ *Id.* at 65-66.

26. PacifiCorp states that a dynamic e-Tag will be used to implement EIM Transfers.³⁹ The e-Tag will be submitted in the preschedule window during which e-Tag curtailments may take place. The e-Tag will have the same curtailment priority as the underlying firm transmission service reservation. If a derate or other operational issue necessitates transmission schedule curtailments, the transmission provider will curtail the e-Tag being used to facilitate the EIM Transfer along with other e-Tags using firm transmission rights at the same pro rata curtailment priority.

27. PacifiCorp states that EIM Transfers within PacifiCorp East or PacifiCorp West associated with EIM dispatch instructions will be controlled and managed by CAISO's EIM security-constrained economic dispatch model and will utilize as-available transmission capacity on PacifiCorp's transmission system. EIM Transfers within PacifiCorp East or PacifiCorp West will not be e-Tagged.⁴⁰ PacifiCorp will continue to manage imbalances and congestion within its BAAs through redispatch of its own resources and through transmission curtailments; however, EIM will change the manner in which these operations are performed by PacifiCorp. According to PacifiCorp, the real-time dispatch functionality of the EIM security-constrained economic dispatch model will not order an EIM dispatch over an internal transmission path that is constrained or congested either prior to the operating hour based upon forecast information or in real-time. Thus, PacifiCorp maintains that it can effectively relieve transmission constraints and avoid the need to curtail transmission rights of customers and the EIM can be viewed as an improvement over how PacifiCorp manages congestion today.

F. EIM Operations

28. PacifiCorp states that its participation in the EIM does not modify, change, or otherwise alter the manner in which it must comply with the applicable NERC and Western Electricity Coordinating Council (WECC) reliability standards. PacifiCorp will remain responsible for: (1) maintaining appropriate operating reserves and for its obligations pursuant to any reserve sharing group agreements; (2) NERC and WECC responsibilities; (3) processing e-Tags and managing schedule curtailments at the interties; and (4) monitoring and managing real-time flows within system operating limits on all transmission facilities within PacifiCorp's BAAs, including facilities of PacifiCorp BAA transmission owners.⁴¹

³⁹ *Id.* at 40.

⁴⁰ *Id.* at 41.

⁴¹ *Id.* at 42.

29. PacifiCorp explains that proposed section 6 of Attachment T (System Operations Under Normal and Emergency Conditions) is intended to ensure the EIM operations remain consistent with PacifiCorp's reliability responsibilities as a balancing authority. Specifically, PacifiCorp states that it will continue to perform its BAA responsibilities and implement real-time flow management and mitigation consistent with its current system operations, including coordinated unscheduled flow mitigation consistent with WECC's procedures, and will gain an additional tool, the EIM security-constrained economic dispatch, with the ability to automatically or manually re-dispatch generation across the EIM footprint to counter loop flow.⁴² Moreover, PacifiCorp notes that WECC is currently developing an enhanced curtailment calculator tool to help address loop flow in WECC BAAs, which is expected to be completed sometime in 2015. PacifiCorp represents that it is willing to include this issue among those issues it has committed to reevaluate as part of a future stakeholder process.⁴³

30. PacifiCorp states that, consistent with its current operational practices, it intends to limit requests for reliability redispatch to network resources of PacifiCorp Energy, except in very limited circumstances when only a particular generator can effectively relieve the constraint. However, PacifiCorp expressly reserves the right to revisit this practice, in which case it would seek to implement network operating agreements with network customers consistent with Commission requirements.⁴⁴

G. EIM Settlements

31. PacifiCorp proposes to allocate EIM-related payments and charges from CAISO to PacifiCorp via: (1) direct assignment; (2) assignment only to PacifiCorp (and therefore no sub-allocation to transmission customers); (3) Metered Demand (metered load volumes, including losses pursuant to Schedule 10 (Real Power Losses), in PacifiCorp's BAAs); and (4) Measured Demand (Metered Demand plus e-Tagged export volumes from PacifiCorp's BAAs, including losses pursuant to Schedule 10 and excluding dynamic schedules that support EIM Transfers).⁴⁵ PacifiCorp asserts that it developed these sub-allocations consistent with the Commission's cost causation principle—that customers should be fairly allocated costs for which they are responsible or which are incurred for their benefits. PacifiCorp contends that it is appropriate for all such

⁴² *Id.* at 42-43.

⁴³ *Id.* at 43.

⁴⁴ *Id.* at 43-44.

⁴⁵ *Id.* at 44.

customers to bear the settlement responsibilities set forth in proposed Attachment T because PacifiCorp will continue to provide required imbalance services under Schedules 4 and 9 of its OATT to transmission customers pursuant to the EIM.

32. PacifiCorp proposes to revise Schedule 1 (Scheduling, System Control and Dispatch Service) to clarify that administrative charges imposed by CAISO to PacifiCorp for the EIM administrative charge in proposed section 29.11(i) of the CAISO tariff and other EIM-related administrative fees can be included in PacifiCorp's annual Schedule 1 charge.⁴⁶ PacifiCorp contends that this allocation: (1) reflects benefits to its transmission customers from CAISO's security-constrained economic dispatch model, increased reliability, and an expanded pool of resources to meet imbalances;⁴⁷ (2) will have been approved by the Commission in its review of CAISO's proposed EIM tariff provisions; and (3) is consistent with the manner in which PacifiCorp currently recovers Scheduling Coordinator costs for service into CAISO.

33. Under the EIM, PacifiCorp proposes to settle energy imbalances using LMPs determined by CAISO at PacifiCorp's Load Aggregation Points, instead of PacifiCorp's current practice of using an Hourly Pricing Proxy derived from the average price for each hour of the delivered energy price at the California-Oregon Border, Four Corners, Mid-Columbia, and Palo Verde.⁴⁸ Specifically, transmission customers will be charged or paid for deviations of their metered load from the load component of the transmission customer base schedules, calculated pursuant to section 4.2.4.3 of Attachment T of PacifiCorp's OATT, at the price determined under proposed section 29.11(b)(3)(C) of the CAISO tariff for the period of the deviation at the applicable Load Aggregation Point where the load is located. PacifiCorp asserts that, because the EIM is the manner in which it will continue to offer required Schedule 4 energy imbalance service to transmission customers serving load within its BAAs, it is appropriate for such customers to bear the cost allocations proposed in Schedule 4 to facilitate the EIM. Transmission customers serving load outside of PacifiCorp's BAAs using point-to-point transmission service will be charged or paid for deviations of the resource component compared to the

⁴⁶ *Id.* at 44-46. PacifiCorp states that these administrative costs do not include PacifiCorp's implementation payments to CAISO under the Implementation Agreement and amendment for CAISO's costs in establishing the EIM, which will be booked to FERC Account No. 303, intangible assets, and allocated using the "Wage and Salary" allocator. *Id.* at 46.

⁴⁷ *Id.* at 45 (citing *Midwest ISO Transmission Owners v. FERC*, 373 F.3d 1361 (D.C. Cir. 2004)).

⁴⁸ *Id.* at 46-47.

interchange component of their base schedules at CAISO's price for the period of the deviation at the applicable Load Aggregation Point.

34. Because the LMPs used in the EIM pricing contain a marginal loss component reflecting only marginal losses calculated by CAISO at 115 kV, PacifiCorp states that it will adjust LMPs to remove these losses, and will instead perform a loss calculation using Schedule 10 loss factors at the Hourly Pricing Proxy and settle losses separately from imbalance pricing.⁴⁹ Specifically, PacifiCorp Schedule 10 uses periodically updated loss factors that are currently 4.26 percent for use of transmission facilities rated at 46 kV or higher, 3.56 percent for use of distribution facilities rated at 34.5 kV and below, and 7.82 percent for use of both transmission and distribution facilities.

35. PacifiCorp proposes that the revised Schedule 9 (Generator Imbalance Service) will apply only to resources that are not participating in the EIM.⁵⁰ Unless a customer has received a manual dispatch or communicated physical changes in output to CAISO, generator imbalance service will apply to a transmission customer when there is a difference between a transmission customer's metered generation and the resource component of the transmission customer's base schedule. For these resources, Schedule 9 generator imbalance service will be settled at the price determined by CAISO, under proposed section 29.11(b)(3)(B) of the CAISO tariff, for the period of the deviation at the PNode where the generator is located. The charge will exclude the price component for marginal losses.⁵¹

36. For those transmission customers who have received a manual dispatch or communicated physical changes in output to CAISO, Schedule 9 generator imbalance service will apply when: (1) the transmission customer's metered generation deviates from the manual dispatch amount or from the amount of physical changes in output communicated to CAISO prior to the 15-minute market;⁵² and (2) the resource component of the customer's base schedule deviates from the manual dispatch amount or

⁴⁹ *Id.* at 47.

⁵⁰ PacifiCorp EIM Participating Resources will settle imbalances directly with CAISO. *Id.*

⁵¹ *Id.* at 48.

⁵² These deviations will be settled at the price determined by CAISO under proposed section 29.11(b)(3)(B) of the CAISO tariff for the period of the deviation at the applicable PNode where the generator is located, less the price component for marginal losses.

the amount of physical changes communicated to CAISO prior to the 15-minute market;⁵³ or (3) the resource component of the customer's base schedule deviates from the manual dispatch amount.⁵⁴

37. PacifiCorp notes that, while currently a transmission customer can only be charged a penalty under *either* Schedule 4 for hourly energy imbalances or Schedule 9 for generator imbalances occurring during the same hour, but not both unless imbalances aggravate each other, the revised schedules will not have this restriction because the EIM directly charges or compensates load and generation at the applicable LMP, and therefore protects against double-charging.⁵⁵ Additionally, PacifiCorp states that because the EIM will include separate penalties for over- and under-scheduling and will settle imbalances at LMPs, PacifiCorp proposes to remove the penalty tiers currently contained in Schedules 4 and 9.

38. PacifiCorp does not propose any substantive changes to the procedures and average loss factors for settlement of real power losses in Schedule 10 of its OATT (Real Power Losses) for initial implementation of the EIM, but notes that it has made a clarifying revision, based on stakeholder comments, to state that financial settlement and physical delivery options for real power losses are available to both network and point-to-point transmission customers.⁵⁶

39. PacifiCorp proposes that any charges or payments from uninstructed imbalance energy under proposed sections 29.11(b)(3)(B) and (C) of CAISO's tariff not otherwise recovered under Schedules 4 and 9 will *not* be sub-allocated to transmission customers.⁵⁷ PacifiCorp explains that this type of imbalance energy can arise from differences between

⁵³ These deviations will be settled at the price determined by CAISO under proposed section 29.11(b)(1)(A)(ii) of the CAISO tariff for the period of the deviation at the applicable PNode where the generator is located, less the price component for marginal losses.

⁵⁴ These deviations will be settled at the price determined by CAISO under proposed section 29.11(b)(2)(A)(ii) of the CAISO tariff for the period of the deviation at the applicable PNode where the generator is located, less the price component for marginal losses.

⁵⁵ PacifiCorp Transmittal Letter at 49.

⁵⁶ *Id.* at 49-50.

⁵⁷ *Id.* at 50. Proposed OATT Attachment T, section 8.2.

CAISO's projection and customers' individual expectations, even if each customer is 100 percent accurate, and asserts that its proposal will insulate its customers from bearing potential costs due to CAISO's load forecast. Likewise, PacifiCorp also proposes not to sub-allocate charges to PacifiCorp for unaccounted for energy pursuant to proposed section 29.11(c) of the CAISO tariff.⁵⁸

40. PacifiCorp proposes to assign charges for under- or over-scheduling to transmission customers subject to OATT Schedule 4 in the BAA that contributed to the imbalance for the hour based on the BAA's respective under- and over-scheduling imbalance ratio share, and to allocate daily excess revenues from under- or over-scheduling charges to load in the EIM area that was not subject to such charges according to Metered Demand.⁵⁹ PacifiCorp also proposes to sub-allocate flexible ramping constraint charges pursuant to proposed section 29.11(g) of the CAISO tariff to transmission customers on the basis of Measured Demand.⁶⁰ PacifiCorp notes that, pursuant to a recent settlement agreement, CAISO allocates flexible ramping constraint charges 75 percent to hourly Measured Demand (consisting of metered load and exports) and 25 percent to daily gross negative supply deviations by generators.⁶¹ However, PacifiCorp maintains that it will not have the data necessary to determine this split for generating resources participating in the EIM, and that a further sub-allocation would be costly and difficult to implement without substantial benefits. PacifiCorp notes that if it later determines that a change is appropriate, it will have better data from which to develop an alternative approach.⁶²

41. PacifiCorp explains that, under CAISO's EIM proposal, each EIM Entity and CAISO will have its own real-time market BAA neutrality account, consisting of charges or credits attributable to excessive rate mitigation measures in the pricing formula for Load Aggregation Points, load forecast deviations, uninstructed generator imbalance energy, regulation energy in CAISO, the real-time marginal loss surplus, and

⁵⁸ *Id.*, section 8.3.

⁵⁹ PacifiCorp Transmittal Letter at 51; Proposed OATT Attachment T, section 8.4.

⁶⁰ PacifiCorp Transmittal Letter at 51-52; Proposed OATT Attachment T, section 8.5.6.

⁶¹ PacifiCorp Transmittal Letter at 51 (citing *Cal. Indep. Sys. Operator Corp.*, 141 FERC ¶ 61,012 (2013) (approving settlement agreement resolving issues concerning CAISO's flexible ramping constraint)).

⁶² *Id.* at 52.

unaccounted for energy.⁶³ PacifiCorp states that CAISO will reallocate a portion of the amounts in each BAA's account based on the BAA's ratio of five-minute energy transfers to other BAAs to overall uninstructed imbalance energy in the BAA. PacifiCorp proposes to sub-allocate real-time imbalance energy offsets pursuant to proposed section 29.11(e)(3) of the CAISO tariff to transmission customers on the basis of Measured Demand. PacifiCorp contends that the Commission has found *pro rata* allocation of neutrality uplifts to be just and reasonable.⁶⁴

42. PacifiCorp also proposes to allocate charges pursuant to proposed section 29.11(e)(2) of CAISO's tariff for real-time congestion offset—which arise when CAISO has to redispatch generation resources in real-time to manage congestion—to transmission customers on the basis of Measured Demand.⁶⁵ CAISO will allocate the costs of congestion attributable to transmission constraints within each BAA to the applicable EIM Entity BAA's real-time congestion account. PacifiCorp asserts that this allocation is consistent with Commission policy, because enhanced reliability provides a system-wide benefit and congestion management benefits the integrated transmission grid.

43. PacifiCorp explains that the EIM makes bid cost recovery payments to generators when real-time market revenues over a day do not cover a resource's real-time commitment and dispatched bid costs.⁶⁶ Dispatched bid cost recovery costs fall into two categories: dispatched energy production deviation from a resource's transmission customer base schedule, and commitment costs, consisting of the costs to start a generator and operate it at its minimum operating level. PacifiCorp explains that CAISO will allocate bid cost recovery costs to each BAA, taking into account energy transfers between BAAs similar to the way it will for the real-time market BAA neutrality account. PacifiCorp proposes to sub-allocate real-time bid cost recovery charges pursuant to proposed section 29.11(f) of the CAISO tariff on the basis of Measured Demand.⁶⁷

⁶³ *Id.*

⁶⁴ *Id.* (citing *Southwest Power Pool*, 114 FERC ¶ 61,289, at P 128 (2006)).

⁶⁵ *Id.* at 52-53. Proposed OATT Attachment T, section 8.5.2.

⁶⁶ PacifiCorp Transmittal Letter at 53-54.

⁶⁷ Proposed OATT Attachment T, section 8.5.5.

44. PacifiCorp proposes not to sub-allocate to transmission customers any charges for the real-time marginal cost of losses offset pursuant to proposed section 29.11(e)(4) of the CAISO tariff.⁶⁸

45. PacifiCorp proposes to adopt the same approach as CAISO with respect to revenue neutrality.⁶⁹ PacifiCorp states that CAISO imposes daily and monthly neutrality adjustments and rounding adjustments to collect any shortfalls due to rounding, and allocates these charges on the basis of Measured Demand. PacifiCorp proposes to hold transmission customers harmless from certain charges related to the timing of payments and risk of market shortfalls that are more under PacifiCorp's control.⁷⁰ PacifiCorp asserts that it is reasonable for it to take responsibility for making timely payments to CAISO, and also reasonable for it to receive the allocation of payments from CAISO after the defaulting market participant makes a late payment.

46. PacifiCorp proposes to assign three types of charges directly to the customers causing those costs to be incurred.⁷¹ First, to the extent PacifiCorp incurs a penalty for inaccurate or late actual settlement quality meter data, pursuant to section 37.11.1 of the CAISO tariff, PacifiCorp will directly assign the penalty to the responsible transmission customer.⁷² Second, PacifiCorp will directly assign charges for tax liability pursuant to proposed section 29.22(a) of the CAISO tariff to the transmission customers triggering the tax liability.⁷³ Finally, PacifiCorp states that it will sub-allocate charges under proposed section 29.11(j) of the CAISO tariff for variable energy forecasting services only to transmission customers with non-participating resources that request CAISO's forecast, as CAISO has stated that it will waive the charge if an EIM Entity uses an

⁶⁸ PacifiCorp Transmittal Letter at 54.

⁶⁹ *Id.* at 54.

⁷⁰ These charges include: Invoice Deviation (distribution and allocation); Default Invoice Interest Payment; Default Invoice Interest Charge; Invoice Late Payment Penalty; Financial Security Posting (Collateral) Late Payment Penalty; Shortfall Receipt Distribution; Shortfall Reversal; Shortfall Allocation; Default Loss Allocation; and Generator-Interconnection Process Forfeited Deposit Allocation.

⁷¹ PacifiCorp Transmittal Letter at 55.

⁷² Proposed OATT Attachment T, section 8.5.7.

⁷³ *Id.*, section 8.6.

independent forecast, which PacifiCorp has elected to do.⁷⁴ PacifiCorp contends that each of these provisions is consistent with cost causation principles.

47. Consistent with proposed section 29.11(l) of the CAISO tariff, PacifiCorp states that it has included a provision that PacifiCorp will be subject to CAISO's payment calendar for issuing settlement statements, exchanging invoice funds, submitting meter data, and submitting settlement disputes, but that PacifiCorp will continue to follow section 7 of its OATT for issuing invoices regarding the EIM.⁷⁵ PacifiCorp also proposes revisions reflecting that CAISO has the authority to correct prices and may modify settlement statements as a result of its dispute resolution process.⁷⁶

48. PacifiCorp states that proposed section 8.10 of Attachment T permits EIM-related charges or payments that are not captured elsewhere in the OATT to be placed in an EIM Residual Balancing Account pending Commission approval of a proposed allocation methodology pursuant to section 205 of the Federal Power Act (FPA), with interest accruing in accordance with the Commission's regulations.⁷⁷ PacifiCorp compares the EIM Residual Balancing Account to formula rate true-ups and asserts that this methodology provides even more protection from over- or under-recovery of costs than a true-up because initial charges are not based on projected costs and PacifiCorp will not allocate any amounts until the Commission has approved an allocation methodology.

H. Dispute Resolution

49. PacifiCorp proposes to add a new section 12.4A (EIM Disputes) to its existing dispute resolution procedures, specifically addressing the administration and settlement of charges under the EIM.⁷⁸ Under these proposed procedures, disputes regarding the manner in which PacifiCorp allocates EIM payments and charges from CAISO as the operator of the EIM will be processed in accordance with the existing dispute resolution

⁷⁴ *Id.*, section 8.5.7.

⁷⁵ PacifiCorp Transmittal Letter at 55.

⁷⁶ *Id.* at 56; Proposed OATT Attachment T, section 8.11.

⁷⁷ PacifiCorp Transmittal Letter at 56-57.

⁷⁸ *Id.* at 57-58. Disputes relating PacifiCorp's administration of non-EIM OATT provisions will continue to be processed in accordance with existing sections 12.1 to 12.4 and 12.5.

procedures,⁷⁹ but disputes between CAISO and a PacifiCorp EIM Participating Resource Scheduling Coordinator related to settlement statements provided to the PacifiCorp EIM Participating Resource Scheduling Coordinator from CAISO will proceed according to the timeline in the CAISO tariff.⁸⁰ PacifiCorp may raise disputes regarding settlement statements received from CAISO in accordance with the process in the CAISO tariff.⁸¹ Additionally, PacifiCorp proposes that, if a dispute arises regarding a CAISO charge or payment to PacifiCorp that is subsequently charged or paid to a transmission customer or interconnection customer, and such customer wishes to raise a dispute with CAISO, PacifiCorp will file the dispute on behalf of such customer and will work with the customer to resolve the dispute pursuant to the process in CAISO's tariff.⁸²

50. PacifiCorp maintains that its proposed dispute resolution procedures are just and reasonable, because disputes are addressed pursuant to the procedures of the entity whose actions are being challenged.⁸³ PacifiCorp acknowledges that the settlement dispute timeframes in CAISO's tariff provide limited time for transmission and interconnection customers without a direct relationship to CAISO to review statements and request that PacifiCorp raise a dispute on their behalf. PacifiCorp notes that it raised this issue in the stakeholder process, plans to raise the issue in CAISO's EIM filing in Docket No. ER14-1386-000, and commits to continue to request that CAISO revisit this issue.

I. Compliance

51. According to PacifiCorp, proposed section 9 of Attachment T includes several provisions related to the code of conduct for customers subject to Attachment T.⁸⁴ PacifiCorp states that section 9.1 requires PacifiCorp EIM Participating Resources and PacifiCorp EIM Participating Resource Scheduling Coordinators to comply with information requests, and transmission customers to provide PacifiCorp with information necessary to respond to information requests from CAISO, the EIM market monitor, or other regulatory authorities regarding EIM activities. PacifiCorp asserts that this

⁷⁹ Proposed OATT, section 12.4A.1.

⁸⁰ *Id.*, section 12.4A.2.

⁸¹ *Id.*, section 12.4A.3.

⁸² *Id.*, section 12.4A.4.

⁸³ PacifiCorp Transmittal Letter at 58.

⁸⁴ *Id.* at 58-60.

provision appropriately recognizes the need for non-participants to respond to data requests, as non-participant activities can have a material effect on LMPs.⁸⁵ PacifiCorp emphasizes, however, its continued obligation to preserve the confidentiality of information obtained from transmission and interconnection customers, unless it is required or otherwise permitted to disclose the information.

52. PacifiCorp has proposed six general rules of conduct for participation in the EIM.⁸⁶ These rules of conduct generally require customers to: (1) comply with dispatch instructions and operating orders in accordance with Good Utility Practice; (2) submit bids for resources that are reasonably expected to be available and capable of performing at the levels specified in the bid; (3) notify CAISO and PacifiCorp of outages in accordance with section 7 of Attachment T of PacifiCorp's OATT; (4) provide complete, accurate, and timely meter data to PacifiCorp and maintain responsibility to ensure the accuracy of such data; (5) provide information to PacifiCorp, including the information requested in Attachment T, by applicable deadlines; and (6) utilize commercially reasonable efforts to ensure that forecasts are accurate and based on all information that is, or should have been, known at the time of submission. Proposed section 9.3 permits PacifiCorp to refer a violation of these rules of conduct to the Commission for enforcement.

53. According to PacifiCorp, the rules of conduct are necessary and appropriate to put customers on notice as to expected conduct, and are also designed to address concerns raised by the CAISO Market Surveillance Committee in connection with its public committee process about the potential for market participants to leverage EIM activities with their participation in other CAISO markets.⁸⁷

J. Market Contingencies

54. Under proposed section 10 of Attachment T, PacifiCorp proposes to give itself the authority to take corrective action in the event of certain market contingencies related to the EIM.⁸⁸ First, proposed section 10.1 of Attachment T provides that, if CAISO temporarily suspends the EIM pursuant to proposed section 29.1(d) of the CAISO tariff, PacifiCorp will revert to the currently-effective Schedules 4 and 9 (Temporary Schedules

⁸⁵ *Id.* at 59.

⁸⁶ *Id.* at 59-60.

⁸⁷ *Id.* at 60.

⁸⁸ *Id.* at 61-64.

4 and 9) until either the temporary suspension is no longer in effect or PacifiCorp has terminated its participation in the EIM. Proposed section 10.2 of Attachment T addresses the corrective actions PacifiCorp may take during the 180-day period between submitting a notice of termination of its participation in the EIM and the termination effective date. Specifically, PacifiCorp may request that CAISO prevent EIM Transfers and separate the PacifiCorp BAAs from operation of the EIM in the EIM area, and that it suspend settlement of EIM charges with respect to PacifiCorp. PacifiCorp would then utilize Temporary Schedules 4 and 9.

55. Section 10 also contemplates three types of temporary contingencies, each of which would enable PacifiCorp to request the same corrective actions from CAISO and implement Temporary Schedules 4 and 9. Consistent with CAISO's proposed tariff, the first two of these temporary contingencies involve either operational circumstances that have caused or are in danger of causing an abnormal system condition in PacifiCorp's BAA requiring immediate action, or disruption of communications between CAISO and PacifiCorp, preventing PacifiCorp, PacifiCorp EIM Entity Scheduling Coordinator, or a PacifiCorp EIM Participating Resource Scheduling Coordinator from accessing CAISO systems to submit or receive information. PacifiCorp maintains that these protections are just and reasonable to protect reliability as part of PacifiCorp's balancing authority responsibilities.⁸⁹

56. PacifiCorp also proposes a third contingency if, during the initial 12 months of EIM operation, PacifiCorp determines, after consultation with CAISO and the Department of Market Monitoring, that there exist market design flaws that could be effectively remedied by rule or tariff changes.⁹⁰ PacifiCorp asserts that the Commission has recognized the need to provide additional protections at the start of a new market.⁹¹ Moreover, PacifiCorp contends that this protection is appropriate because PacifiCorp has an alternative methodology to provide for imbalances, should a market design flaw create material impacts in either the CAISO or PacifiCorp BAAs. PacifiCorp submits that temporarily suspending the EIM to correct a market design flaw would be preferable to terminating participation altogether, particularly in light of the substantial time and effort invested by stakeholders and regulators. Finally, PacifiCorp asserts that the actions

⁸⁹ *Id.* at 62-63.

⁹⁰ *Id.* at 62.

⁹¹ *Id.* at 63 (citing *New York Indep. Sys. Operator, Inc.*, 97 FERC ¶ 61,095 (2001); *Midwest Indep. Transmission Sys. Operator, Inc.*, 108 FERC ¶ 61,163, at P 58, *order on reh'g*, 109 FERC ¶ 61,157, at PP70-80 (2004), *order on reh'g and order on proof*, 111 FERC ¶ 61,448 (2005), *order on reh'g and compliance*, 113 FERC ¶ 61,081 (2005)).

CAISO can take to address temporary contingencies, such as price correction, do not adequately protect its customers.⁹²

K. Other Proposed Changes to PacifiCorp's OATT

57. PacifiCorp describes additional proposed OATT revisions needed to implement the EIM, including: (1) revisions and additions to the Definitions in section 1 of its OATT;⁹³ (2) changes to ensure the applicability of Attachment T to all transmission and interconnection customers (and thereby ensure that customers will provide PacifiCorp the requisite information to meet the registration, outage reporting, and forecast requirements included throughout Attachment T);⁹⁴ and (3) a clarification to the submissions required from a transmission customer that elects to utilize non-firm point-to-point transmission service to participate in the EIM under section 18.5.⁹⁵

58. Additionally, PacifiCorp proposes that, when network customers use network integration service to participate in the EIM, network resources bid into the EIM as Participating Resources need not be undesignated (as a network resource would otherwise need to be to make off-system sales).⁹⁶ However, network customers electing instead to use point-to-point service for EIM participation would be required to undesignate network resources, consistent with the Commission's rules and policies regarding network service. PacifiCorp states that these changes are reflected in new sections 28.7, 30.1, and 30.4.

59. Finally, PacifiCorp requests that its new market responsibilities as an EIM Entity be subject to a higher, gross negligence or intentional wrongdoing standard of liability, as opposed to its responsibilities as a transmission provider under the *pro forma* OATT, which are subject to the ordinary negligence standard of liability.⁹⁷ PacifiCorp contends that the Commission has permitted use of the gross negligence standard for CAISO and its participating transmission owners under the Transmission Control Agreement and the

⁹² *Id.* at 63-64.

⁹³ *Id.* at 64.

⁹⁴ *Id.*

⁹⁵ *Id.* at 65.

⁹⁶ *Id.* at 66.

⁹⁷ *Id.* at 66-68; Proposed OATT, section 10.2.

CAISO tariff, and for transmission providers in all other organized markets.⁹⁸ PacifiCorp argues that its status as EIM Entity is comparable, as excessive damage awards could lead to higher insurance premiums and a higher cost of capital, causing PacifiCorp's customers to bear additional costs.⁹⁹ PacifiCorp also notes that this higher standard of liability would encourage participation by other balancing authorities.

L. Other Considerations Related to EIM Implementation

60. PacifiCorp states that, consistent with its prior practices, it proposes to include certain, specified implementing procedures in a new PacifiCorp EIM Business Practice, which has yet to be drafted.¹⁰⁰ PacifiCorp states that it will follow the guidance in existing Business Practice #13 for developing and amending business practices, and that it anticipates a stakeholder process with ample opportunities for review and comment.

61. PacifiCorp notes that its Order No. 764 compliance filing is currently pending before the Commission in Docket No. ER13-2364, but asserts that the EIM will not affect that filing.¹⁰¹ PacifiCorp states that, at this time, it does not support allowing external resources outside of its BAAs to participate in CAISO's 15-minute market at PacifiCorp's intertie boundaries, because PacifiCorp views this as a market expansion outside the scope of the EIM.

M. Effective Date and Waiver Requests

62. PacifiCorp appends to its filing, as Attachment C, a table of requested effective dates. Generally, PacifiCorp requests that: (1) the language associated with applicability of Attachment T and related requirements become effective June 20, 2014 to provide greater certainty with respect to the EIM design for PacifiCorp, CAISO, and customers during the July 2014 EIM market simulation; (2) the provisions related to actual implementation of the EIM become effective September 23, 2014, consistent with the effective date requested in CAISO's EIM filing and to ensure that information supporting EIM operation is in place several business days prior to the first trade date of the new market (October 1, 2014, at the earliest); and (3) the remaining provisions related to the settlement of charges associated with the EIM and additional aspects related to

⁹⁸ PacifiCorp Transmittal Letter at 67.

⁹⁹ *Id.* at 68.

¹⁰⁰ *Id.* at 68-70.

¹⁰¹ *Id.* at 70.

implementation of the EIM become effective the later of October 1, 2014, or the date CAISO and PacifiCorp mutually agree to commence the EIM.¹⁰² PacifiCorp requests waiver of section 35.3(a)(1) of the Commission's regulations¹⁰³ to permit certain provisions to become effective more than 120 days after the date PacifiCorp filed the OATT amendment with the Commission. PacifiCorp submits that granting this waiver will permit the OATT amendments to be in place in a timeframe necessary to support final design, testing, and startup of the EIM, thereby providing all parties with necessary regulatory and operational certainty.

63. PacifiCorp requests that the Commission issue an order no later than June 20, 2014, to facilitate the EIM market simulation.¹⁰⁴

64. PacifiCorp requests waiver of the requirement to submit full Period I and Period II cost-of-service statements pursuant to 18 C.F.R. § 35.13, consistent with prior waivers granted by the Commission for formula rates.¹⁰⁵ PacifiCorp states that EIM charges are addressed in the CAISO filing in Docket No. ER14-1386-000, and that PacifiCorp has no experience on which to estimate proposed amounts.

III. Notice and Responsive Filings

65. Notice of PacifiCorp's filing was published in the *Federal Register*, 79 Fed. Reg. 18,681 (2014), with interventions and protests due on or before April 15, 2014. The Commission subsequently extended the comment period to April 25, 2014. Puget Sound Energy, Inc., Sacramento Municipal Utility District, Noble Americas Energy Solutions, LLC, Idaho Power Company, J.P. Morgan Ventures Energy Corporation, Morgan Stanley Capital Group Inc., NextEra Energy Resources, LLC, Cowlitz County Public Utility District, Meadow Creek Project Company, LLC, California Municipal Utilities Association, Public Utility District No. 1 of Snohomish County, Washington, M-S-R Public Power Agency, Public Power Council, Portland General Electric Company, Western Area Power Administration, Northern California Power Agency, Goshen Phase II LLC, Balancing Authority of Northern California, California Department of Water Resources State Water Project filed timely motions to intervene. The Washington Utilities and Transportation Commission also filed a notice of intervention.

¹⁰² *Id.* at 70-71, and Attachment C.

¹⁰³ 18 C.F.R. § 35.3(a)(1) (2013).

¹⁰⁴ PacifiCorp Transmittal Letter at 70.

¹⁰⁵ *Id.* at 70-71.

66. Southern California Edison Company (SoCal Edison), Iberdrola Renewables, LLC (Iberdrola), Pacific Gas and Electric Company (PG&E), Western Power Trading Forum (WPTF), Electric Power Supply Association (EPSA), California Independent System Operator Corporation (CAISO), Xcel Energy Services Inc. (Xcel),¹⁰⁶ Deseret Generation & Transmission Co-Operative, Inc. (Deseret), Public Utility District No. 2 of Grant County, Washington (Grant County PUD) and Northwest and Intermountain Power Producers Coalition (NIPPC) filed timely motions to intervene and comments. The American Wind Energy Association, the California Wind Energy Association, the Center for Energy Efficiency and Renewable Technologies, and Renewable Northwest (collectively, Wind Parties) timely filed a joint motion to intervene and comments. Similarly, Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy (collectively, NV Energy) timely filed a joint motion to intervene and comments. Public Utility District No. 1 of Chelan County, Washington, Public Utility District No. 1 of Cowlitz County, Washington, Public Utility District No. 1 of Snohomish County, Washington, and City of Tacoma, Department of Public Utilities, Light Division (doing business as Tacoma Power) (collectively, Northwest Public Parties) filed comments. Tri-State Generation and Transmission Association (Tri-State) filed a timely motion to intervene and protest. BPA filed a timely motion to intervene, comment, and protest. Powerex Corporation (Powerex) filed a timely motion to intervene and protest. The Public Utility Commissioners' EIM Working Group (PUC EIM Group) filed timely comments. City of Redding, California (Redding), the City of Santa Clara, California (Santa Clara), Modesto Irrigation District (Modesto), Transmission Agency of Northern California (TANC) and Utah Associated Municipal Power Systems (UAMPS) filed motions to intervene, comments, and motions to consolidate Docket No. ER14-1578-000 with Docket No. ER14-1386-000. The Honorable United States Senator Harry Reid submitted comments on May 20, 2014 and Governor Edmund G. Brown, Jr. of California and Governor Brian Sandoval of Nevada submitted joint comments on June 2, 2014. The Cities of Anaheim, Azusa, Banning, Colton, Pasadena and Riverside, California (Six Cities) and Eugene Water and Electric Board filed motions to intervene out-of-time.

67. On May 12, 2014, motions for leave to answer and answers were filed by PacifiCorp and CAISO. On May 20, 2014, SoCal Edison filed a motion for leave to answer and answer to the answer filed by PacifiCorp. On May 23, 2014, Powerex filed separate motions for leave to answer and answer to the answers filed by PacifiCorp and CAISO. Also on May 23, 2014, Tri-State filed a motion for leave to answer and answer the answers filed by PacifiCorp and CAISO. On May 28, 2014, PacifiCorp filed a motion for leave to answer and answer the answers filed by Powerex and Tri-State.

¹⁰⁶ Xcel intervenes on behalf of Public Service Company of Colorado.

IV. Discussion

A. Procedural Matters

68. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2013), the notice of intervention and filing of timely, unopposed motions to intervene serve to make the movants parties to the proceeding. Pursuant to Rule 214(d) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214(d) (2013), the Commission will grant the late-filed motions to intervene of Six Cities and Eugene Water and Electric Board given their interest in the proceeding, the early stage of the proceeding, and the absence of undue prejudice or delay.

69. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2013), prohibits an answer to a protest or an answer unless otherwise ordered by the decisional authority. We will accept the answers to comments and protests filed by PacifiCorp and CAISO because they have provided information that assisted us in our decision-making process. We are not persuaded to accept the answers to answers filed by SoCal Edison, Powerex, Tri-State, and PacifiCorp and will, therefore, reject them.

B. Substantive Matters

1. Overview of PacifiCorp's EIM Proposal

70. PacifiCorp's EIM proposal sets forth the rules for PacifiCorp and its customers to participate in CAISO's real-time energy imbalance market, which by virtue of CAISO's proposed tariff filing in Docket No. ER14-1386-000, will extend to PacifiCorp's BAAs.

Discussion

71. We conditionally accept, in part, subject to further modifications, and reject, in part, PacifiCorp's proposed OATT revisions, as directed in this order. We also grant the effective dates requested in Attachment C to the filing.

72. In the following sections of this order, we address aspects of PacifiCorp's proposal that have been contested by various commenters. Our review of the aspects of PacifiCorp's proposal that are not contested and not specifically discussed herein indicates that they are just and reasonable and are hereby accepted for filing, with the effective dates requested by PacifiCorp.

2. General and Legal Issues

Background

73. According to PacifiCorp, the EIM Benefits Study demonstrates that the EIM will provide both quantitative benefits—including interregional and intraregional dispatch savings and reduction in flexibility reserves and renewable energy curtailment—and qualitative reliability benefits due to increased situational awareness and responsiveness.¹⁰⁷ PacifiCorp calculates that its costs to implement the EIM, including upgrading metering and telecommunications equipment, systems and support necessary for efficient operation, and settlement of transactions occurring in the EIM, will total \$20 million, with annual operation and maintenance costs of \$3 million starting January 2015.¹⁰⁸

Comments

74. UAMPS believes that the claimed annual economic benefit to PacifiCorp in the EIM Benefits Study is overly optimistic and that PacifiCorp's filing (including the EIM Benefits Study) should be set for hearing to allow for analysis of the claimed benefits versus the added cost of participation.¹⁰⁹ UAMPS requests that the Commission not approve PacifiCorp's EIM amendments on the basis of the instant filing, but instead requests that the Commission suspend PacifiCorp's proposed OATT changes for a nominal period and permit the changes to become effective on the dates requested by PacifiCorp, subject to refund and set the matter for hearing and hold the hearing in abeyance pending settlement talks and an investigation of the issues requested by UAMPS.¹¹⁰

75. Powerex argues that PacifiCorp has provided little to no support for many of its tariff changes and that PacifiCorp has not met its burden of proof as required under long-standing Commission precedent.¹¹¹ Accordingly, Powerex requests that the Commission issue an order rejecting the filing, and provide guidance on the areas of deficiency that

¹⁰⁷ PacifiCorp Transmittal Letter at 2-3, 13-18.

¹⁰⁸ *Id.* at 18-19.

¹⁰⁹ UAMPS Comments at 5-10.

¹¹⁰ *Id.* 22-23.

¹¹¹ Powerex Protest at 8-11.

PacifiCorp must address in a subsequent filing after meaningful stakeholder participation.¹¹² Powerex believes that the problems it identifies in PacifiCorp's proposal can be readily resolved, but admits that it has not undertaken the complex work to develop solutions.

76. BPA acknowledges that it does not seek rejection of PacifiCorp's filing; rather, it advocates that the Commission approve PacifiCorp's filing with the modifications proposed by BPA.¹¹³ Deseret argues that the benefits of EIM have been overstated and that PacifiCorp has not demonstrated that energy imbalance charges under Schedules 4 and 9 will be lower.¹¹⁴ Deseret notes that there is no indication that transmission customers will see any practical difference between CAISO's security-constrained least cost dispatch model and how PacifiCorp currently provides energy imbalance service through its least expensive, most cost-efficient resources available.¹¹⁵ However, Deseret states that it supports the implementation of a CAISO/PacifiCorp EIM and, on the whole, believes that the EIM will likely produce net benefits.¹¹⁶

77. In addition to the requests for a hearing or rejection of PacifiCorp's filing, several parties request consolidation of the EIM proceedings filed by PacifiCorp and CAISO.¹¹⁷ Tri-State requests that the Commission consolidate CAISO's EIM proceeding with PacifiCorp's filing in this docket, as PacifiCorp's OATT cannot be fully understood without referencing the CAISO tariff.¹¹⁸ UAMPS also requests consolidation of the two proceedings, arguing that the Commission needs to take a holistic approach and evaluate CAISO's and PacifiCorp's EIM proposals together as PacifiCorp's EIM proposal is inextricably linked to CAISO's EIM.¹¹⁹

¹¹² *Id.* at 7.

¹¹³ BPA Comment and Protest at 4.

¹¹⁴ Deseret Comments at 14.

¹¹⁵ *Id.* at 16.

¹¹⁶ *Id.* at 14.

¹¹⁷ TANC Comments at 15-16; Modesto Comments at 5; Santa Clara Comments at 7; Redding Comments at 6.

¹¹⁸ Tri-State Protest at 4.

¹¹⁹ UAMPS Comments at 18-21.

Answers

78. In response to UAMPS, PacifiCorp argues that an evidentiary hearing is unnecessary, as the record provides sufficient evidence for the Commission to make its determination, and will delay implementation of the market improvements provided by the EIM.¹²⁰ PacifiCorp suggests that stakeholders were afforded ample opportunity to comment on the EIM Benefits Study during the stakeholder proceeding, and thus “should not be encouraged to remain on the sidelines and wait for the opportunity to raise issues after a filing with the Commission.”¹²¹ PacifiCorp contends that no party questions that the EIM will produce qualitative benefits, at a minimum.¹²² CAISO similarly contends in its answer that the benefits of the EIM “have been the subject of considerable study, have been widely considered, including by Commission staff, and are more than sufficiently documented to justify the costs of moving forward,” and that commenters have presented no evidence that these benefits will not materialize.¹²³ According to PacifiCorp, the Commission has recognized the benefits of transparent price signals from LMP-based markets,¹²⁴ and does not require benefit studies in order to determine that proposed tariff changes are just and reasonable.¹²⁵ PacifiCorp maintains that the true test of the EIM market design will be through its operation, and notes that CAISO has committed to provide ongoing reports of market performance.¹²⁶

79. PacifiCorp asserts that Powerex’s request that the Commission reject the filing and provide further guidance should be denied, as the Commission has a full record before it upon which to render a decision, and that additional stakeholder proceedings are not

¹²⁰ PacifiCorp Answer at 7-8.

¹²¹ *Id.* at 8.

¹²² *Id.* at 8-9 (citing PacifiCorp Transmittal Letter, Attachment D, Testimony of Natalie L. Hocken at 14-15).

¹²³ CAISO Answer at 7-10 (citation omitted).

¹²⁴ PacifiCorp Answer at 9 (citing *Cal. Indep. Sys. Operator Corp.*, 116 FERC ¶ 61,274, at P 63 (2006)).

¹²⁵ *Id.* at 10-11 (citing *Midwest Indep. Transmission Sys. Operator, Inc.*, 122 FERC ¶ 61,172, at P 6 (2008)).

¹²⁶ *Id.* at 11.

likely to result in consensus over policy questions.¹²⁷ CAISO states that the Commission has repeatedly found CAISO's real-time market to be just and reasonable and consistent with or superior to the imbalance service provisions in the *pro forma* OATT, and asserts that Powerex has identified no changed circumstance that would render this prior precedent inapplicable.¹²⁸ PacifiCorp also states that the Commission should not consider alternatives proposed by commenters unless the Commission determines that PacifiCorp's proposed OATT revisions do not meet the standard in section 205 of the FPA.¹²⁹ PacifiCorp and CAISO state in their answers that, while they continue to believe that consolidation of the proceedings is unnecessary, they would not object to consolidation should the Commission find it appropriate.¹³⁰

Commission Determination

80. Except as discussed below, we find that PacifiCorp has met its burden of proof to demonstrate that the proposed OATT revisions are just and reasonable pursuant to section 205 of the FPA. We also find that the record in this proceeding is sufficient to permit the Commission to make determinations and to direct compliance filings, where necessary, to modify the proposed OATT revisions. Accordingly, we deny the requests for hearing. Moreover, we find that PacifiCorp's filing and the EIM Benefits Study adequately demonstrate that the EIM will provide both quantitative and qualitative benefits to PacifiCorp's customers. We note that these benefits can be expected to increase with increased participation in the EIM because participation would bring incremental load and resource diversity in the market.¹³¹ Accordingly, except with respect to the specific matters noted below, we find that PacifiCorp's proposed tariff revisions are just, reasonable, and not unduly discriminatory, and we therefore accept them with the modifications directed herein.

¹²⁷ CAISO Answer at 3-7.

¹²⁸ *Id.* at 3.

¹²⁹ PacifiCorp Answer at 4.

¹³⁰ *Id.* at 6-7; CAISO Answer at 16.

¹³¹ See EIM Benefits Study at 33 ("The results also confirm that the benefits of an EIM can be quite substantial as participation grows, allowing more resources to participate and lowering the costs of both imbalance energy and the costs of providing adequate dynamic reserves.").

81. We deny the requests to consolidate Docket No. ER14-1578-000 with CAISO's proposed tariff filing in Docket No. ER14-1386-000. The Commission's policy is to consolidate matters only if a trial-type evidentiary hearing is required to resolve common issues of law and fact and consolidation will ultimately result in greater administrative efficiency.¹³² Because we are not setting either filing for hearing and settlement judge procedures, there is no need for consolidation.

82. We also find good cause to grant waiver of the Commission's maximum 120-day notice requirement, 18 C.F.R. § 35.3(a)(1) (2013), to permit PacifiCorp's requested effective dates. Accordingly, we grant PacifiCorp the effective dates requested in Attachment C, including the requested June 20, 2014 effective date for the language associated with the applicability of proposed Attachment T, and the requested September 23, 2014 effective date.

83. Lastly, we grant PacifiCorp's request for waiver of the requirement to submit Period I and Period II cost-of-service statements pursuant to 18 C.F.R. § 35.13 (2013) and for waiver of the applicable requirements of Part 35 of the Commission's regulations to the extent not satisfied in PacifiCorp's filing.

a. Business Practice Manuals

Background

84. PacifiCorp proposes, consistent with how it has previously implemented other elements of its OATT, to include detailed implementation procedures in a new PacifiCorp EIM Business Practice, which has yet to be drafted.¹³³ PacifiCorp states that its proposal is consistent with how CAISO, other regional transmission organizations, and transmission providers document OATT implementing procedures. PacifiCorp commits that, at a minimum, it will follow its own Business Practice #13 (Business Practice Guidelines) in this regard and anticipates a stakeholder process with multiple opportunities for review and comment.

¹³² See *Southern Cal. Edison Co.*, 129 FERC ¶ 61,304, at P 26 (2009), amended by 130 FERC ¶ 61,092 (2010); *Midcontinent Express Pipeline LLC*, 124 FERC ¶ 61,089, at P 27 (2008), order on reh'g, 127 FERC ¶ 61,164 (2009), order on remand, 134 FERC ¶ 61,155, reh'g denied, 136 FERC ¶ 61,222 (2011); *Startrans IO, L.L.C.*, 122 FERC ¶ 61,253, at P 25 (2008).

¹³³ PacifiCorp Transmittal Letter at 68-70.

Comments

85. Several parties express concern that the lack of a developed PacifiCorp EIM Business Practice makes it difficult to evaluate the scope of PacifiCorp's proposal, particularly as to whether the EIM will have adverse impacts on the transmission rights of other customers.¹³⁴ BPA, UAMPS, and Powerex argue that the EIM implementation procedures that will be included in the still-to-be-developed PacifiCorp EIM Business Practice could impact rates, terms, and conditions of service.¹³⁵ In particular, Powerex contends that items such as scheduling, priority, and allocation of transmission rights as well as penalty charges and data requirements are key provisions related to rates, terms, and conditions of service for the EIM that should be set forth in the OATT and not left to the EIM Business Practice.¹³⁶

86. BPA recommends that the Commission hold PacifiCorp to its commitment to provide multiple opportunities for review and comment by stakeholders in advance of the proposed effective date of the EIM Business Practice.¹³⁷ In addition, BPA requests that the Commission consider a procedural mechanism for PacifiCorp or stakeholders to provide notice to the Commission of necessary tariff changes or corrections that are identified in the EIM Business Practice development process.¹³⁸ UAMPS requests that the Commission require PacifiCorp and CAISO to provide a complete draft of the EIM Business Practice as part of this filing.¹³⁹ Powerex requests that the Commission, in a future filing after rejecting the instant proposal, direct PacifiCorp to include in the proposed amendments to its tariff all provisions that affect rates, terms, and conditions of service such as the areas identified by Powerex.¹⁴⁰

¹³⁴ Santa Clara Comments at 8; Redding Comments at 9; UAMPS Comments at 14.

¹³⁵ BPA Comment and Protest at 9; UAMPS Comments at 14; Powerex Protest at 81-85.

¹³⁶ Powerex Protest at 84-85.

¹³⁷ BPA Comment and Protest at 9.

¹³⁸ *Id.* at 10.

¹³⁹ UAMPS at 14.

¹⁴⁰ Powerex Protest at 85.

Answer

87. PacifiCorp responds that its proposed process for developing the EIM Business Practice is consistent with PacifiCorp's prior practice, and that the specific implementation details that it proposes to include in the EIM Business Practice comport with the Commission's "rule of reason" because they do not significantly affect the rates, terms, or conditions of service in the manner contemplated by the Commission when requiring amendments to the OATT.¹⁴¹ PacifiCorp states that it has commenced a robust and extended stakeholder process regarding the proposed EIM Business Practice, which will provide all stakeholders the opportunity to participate in every aspect of the process.¹⁴² PacifiCorp commits to make the requisite filing under section 205 of the FPA should it determine during the development of the EIM Business Practice that any items currently included in the EIM Business Practice belong in Attachment T of its OATT.¹⁴³

Commission Determination

88. Decisions on whether to place an item in PacifiCorp's OATT or the EIM Business Practice are shaped by the Commission's "rule of reason" policy,¹⁴⁴ which dictates that provisions that "significantly affect rates, terms, and conditions" must be included in the filed tariff.¹⁴⁵ The Commission has elaborated that it is appropriate for a business

¹⁴¹ PacifiCorp Answer at 107-110.

¹⁴² *Id.* at 110-111.

¹⁴³ *Id.* at 111.

¹⁴⁴ *See, e.g., City of Cleveland v. FERC*, 773 F.2d 1368, 1376 (D.C. Cir. 1985) (finding that utilities must file "only those practices that affect rates and service significantly, that are reasonably susceptible of specification, and that are not so generally understood in any contractual arrangement as to render recitation superfluous"); *Public Serv. Comm'n of N.Y. v. FERC*, 813 F.2d 448, 454 (D.C. Cir. 1987) (holding that the Commission properly excused utilities from filing policies or practices that dealt with only matters of "practical insignificance" to serving customers); *Midwest Indep. Transmission Sys. Operator, Inc.*, 98 FERC ¶ 61,137, at 61,401, *clarification granted*, 100 FERC ¶ 61,262 (2002) ("It appears that the proposed Operating Protocols could significantly affect certain rates and services and as such are required to be filed pursuant to Section 205.").

¹⁴⁵ *Cal. Indep. Sys. Operator Corp.*, 119 FERC ¶ 61,076, at P 656 (2007) (citing *ANP Funding I, LLC v. ISO-NE*, 110 FERC ¶ 61,040, at P 22 (2005); *Prior Notice and*

(continued...)

practice to contain “implementation details, such as instructions, guidelines, examples and charts, which guide internal operations and inform market participants of how the [public utility] conducts its operations under the...tariff.”¹⁴⁶ The Commission has also found that the “rule of reason” test requires evaluation on a case-by-case analysis, comparing what is in an OATT against what is in an unfiled business practice manual.¹⁴⁷

89. Based on our preliminary analysis of the references to the EIM Business Practice in the proposed OATT provisions and PacifiCorp’s description in its pleadings of the information to be included therein, it appears that PacifiCorp’s proposed Attachment T and related OATT revisions already contain the important factors through which PacifiCorp will interact with CAISO in operating the EIM and that—except, as discussed below, with respect to the transfer process for transmission capacity—the items that PacifiCorp proposes to include in the EIM Business Practice are appropriately classified as implementation details that may be placed in a business practice. As described in PacifiCorp’s proposal, the EIM Business Practice appears to include implementation details, such as instructions, guidelines, examples, and charts, which guide internal operations, and not the significant provisions found in the OATT. Accordingly we will not require PacifiCorp to describe these technical specifications in the PacifiCorp OATT at this time, except as otherwise directed in this order. However, given that PacifiCorp is still developing the EIM Business Practice, we find that our analysis under the “rule of reason” is only preliminary. We direct PacifiCorp to continue working with stakeholders to develop the EIM Business Practice. Once this process is completed, we direct PacifiCorp to file, within 30 days after the completion of the EIM Business Practice stakeholder process, any necessary additions to its OATT identified during such process.

90. In light of the above, we disagree with Redding and Santa Clara that it is necessary to have the completed EIM Business Practice before accepting PacifiCorp’s proposed EIM OATT revisions, nor will we require that PacifiCorp file the EIM Business Practice as part of this proceeding as requested by UAMPS. In addition, we also note that PacifiCorp has stated the EIM Business Practice will be issued prior to the planned market simulation. Revised portions of the EIM Business Practice were posted on PacifiCorp’s Open Access Same-Time Information System (OASIS) website on

Filing Requirements Under Part II of the Federal Power Act, 64 FERC ¶ at 61,986-89 (1993), *order on reh’g*, 65 FERC ¶ 61,081 (1993)).

¹⁴⁶ *Cal. Indep. Sys. Operator Corp.*, 122 FERC ¶ 61,271, at P 16 (2008).

¹⁴⁷ *Cal. Indep. Sys. Operator Corp.*, 116 FERC ¶ 61,274, at P 1370 (2006), *order on reh’g*, 119 FERC ¶ 61,076, *order on reh’g*, 120 FERC ¶ 61,271 (2007).

May 6, 2014, and PacifiCorp has committed to post a revised draft including the remaining proposed procedures in June 2014.¹⁴⁸

b. Proposed OATT Structure

Background

91. PacifiCorp proposes to incorporate the EIM into its existing system via revisions to its OATT, including a new Attachment T containing EIM-specific provisions, as well as revisions to existing Schedules 1, 4, 9, and 10.¹⁴⁹ PacifiCorp states that section 1 of proposed Attachment T explains that this attachment is intended to work in concert with the CAISO tariff's EIM provisions.¹⁵⁰ PacifiCorp also notes that Attachment T includes cross-references to relevant sections of CAISO's proposed EIM tariff provisions, and asserts that these cross-references "are necessary to provide PacifiCorp's customers with the full understanding of their rights and obligations," but do not create a direct contractual relationship between PacifiCorp's customers and CAISO that would not otherwise exist.¹⁵¹ PacifiCorp states that section 1 of proposed Attachment T also provides that, to the extent any provision in Attachment T is inconsistent with the remainder of PacifiCorp's OATT with regard to the administration of the EIM, Attachment T will prevail.¹⁵²

Comments

92. Several parties express concerns regarding PacifiCorp's use of cross-references to CAISO's tariff and business practice manuals in its proposed OATT revisions implementing the EIM. BPA protests PacifiCorp's continued reference to large segments of CAISO's tariff (and business practice manuals) in the PacifiCorp OATT (Attachment T and EIM Business Practice) without including a statement to the effect that, in the event of a conflict between CAISO's tariff (and business practice manuals)

¹⁴⁸ See PacifiCorp Answer at 110-11.

¹⁴⁹ PacifiCorp Transmittal Letter at 3.

¹⁵⁰ *Id.* at 21.

¹⁵¹ *Id.*

¹⁵² Proposed OATT Attachment T, section 1 ("To the extent that this Attachment T is inconsistent with a provision in the remainder of this [OATT] with regard to [PacifiCorp's] administration of the EIM, this Attachment T shall prevail.").

and PacifiCorp's OATT (and EIM Business Practice), that PacifiCorp's OATT (and EIM Business Practice) is controlling.¹⁵³ BPA argues that the complexity associated with so many tariff cross-references makes it likely that a conflict will occur between CAISO's tariff and PacifiCorp's OATT, and that BPA has already highlighted one such conflict regarding external resources and the EIM Participating Resource Agreement.¹⁵⁴ UAMPS raises a similar concern that referencing CAISO's tariff in PacifiCorp's OATT creates ambiguity regarding which document governs PacifiCorp's transmission customers.¹⁵⁵ In addition, UAMPS argues that CAISO's EIM imposes obligations on all of PacifiCorp's transmission and interconnection customers, thereby binding PacifiCorp's transmission customers to another contractual entity.¹⁵⁶ UAMPS requests that the Commission provide clarity as to document priority between CAISO and PacifiCorp.

93. Tri-State asserts that PacifiCorp's numerous cross-references to the CAISO tariff make it difficult for PacifiCorp's customers to determine the terms of their service or the application of EIM charges.¹⁵⁷ Tri-State notes that as CAISO amends its tariff, it will become harder to track changes in the CAISO tariff that will impact PacifiCorp's OATT, especially for PacifiCorp customers that are not CAISO customers.¹⁵⁸ Tri-State argues that PacifiCorp's proposal to cross-reference the CAISO tariff violates section 35.1 of the Commission's regulations and Commission precedent.¹⁵⁹ Accordingly, Tri-State requests

¹⁵³ BPA Comment and Protest at 20-23.

¹⁵⁴ *Id.* at 21.

¹⁵⁵ UAMPS Comments at 15.

¹⁵⁶ *Id.* at 16

¹⁵⁷ Tri-State Protest at 9.

¹⁵⁸ *Id.* at 11.

¹⁵⁹ *Id.* at 12-14 (citing 18 C.F.R. § 35.1(a) (2013); *Cal. Indep. Sys. Operator Corp.*, 146 FERC ¶ 61,205, at P 18 (2014); *Pennsylvania-New Jersey-Maryland Interconnection*, 81 FERC ¶ 61,257, at 62,241-62,242 (1997), *order on reh'g and clarification*, 92 FERC ¶ 61,282, at 61,951-61,952 (2000); *Ouachita River Gas Storage Co., L.L.C.*, 68 FERC ¶ 61,402, at 62,604 (1994); *New York Indep. Sys. Operator, Inc.*, 135 FERC ¶ 61,020, at P 14 (2011)).

that the Commission direct PacifiCorp to file a revised OATT that does not rely on cross-references to the CAISO tariff.¹⁶⁰

94. BPA and UAMPS also raise the concern regarding how changes to CAISO's tariff that are referenced either directly or indirectly in PacifiCorp's OATT will be handled by PacifiCorp and whether parties will be informed of the CAISO changes or be able to participate in the CAISO stakeholder process.¹⁶¹ UAMPS seeks assurances from the Commission that CAISO will clearly define the stakeholder groups where EIM issues will be addressed.¹⁶² BPA requests that a provision be added to PacifiCorp's OATT requiring that a section 205 filing be made by PacifiCorp if CAISO modifies its tariff in a manner that impacts the terms and conditions of service in PacifiCorp's OATT or in the alternative, the Commission could simply make that clarification in the order approving PacifiCorp's proposal.¹⁶³ BPA requests that, if the Commission declines to adopt either approach, at a minimum, PacifiCorp should be required to notify its transmission customers of any changes to CAISO's tariff that affect provisions in PacifiCorp's OATT.¹⁶⁴

95. BPA also argues that PacifiCorp's proposal that Attachment T shall prevail in the event of a conflict with the remainder of its OATT in the administration of the EIM compounds the problem expressed by BPA that the EIM is being designed to trump transmission customer's traditional tariff rights.¹⁶⁵ BPA argues that requiring PacifiCorp to include a clause in Attachment T that its OATT is controlling will place the burden of finding and correcting conflicts where it belongs—on CAISO and PacifiCorp, and not on transmission customers that have no relationship with CAISO.¹⁶⁶

96. Powerex argues that PacifiCorp has not addressed why EIM transactions should receive "priority treatment" over the transactions of its OATT customers if a conflict

¹⁶⁰ *Id.* at 11-14.

¹⁶¹ BPA Comment and Protest at 23; UAMPS Comments at 16-18.

¹⁶² UAMPS Comments at 18.

¹⁶³ BPA Comment and Protest at 23.

¹⁶⁴ *Id.* at 23.

¹⁶⁵ *Id.* at 22.

¹⁶⁶ *Id.* at 23.

should arise between the OATT and Attachment T.¹⁶⁷ Powerex asserts that, to the best of its knowledge, the Commission has only permitted OATT attachments to prevail over Commission-approved OATTs in the narrow context of a market monitoring plan.¹⁶⁸ Powerex thus requests that the Commission direct PacifiCorp to amend section 1 of Attachment T to provide that existing OATT provisions will control in the event of a conflict with Attachment T.¹⁶⁹

Answers

97. PacifiCorp defends its proposed OATT structure including the use of what it states are limited and targeted cross-references to CAISO's tariff to clarify customers' rights and obligations.¹⁷⁰ PacifiCorp states that the Commission has approved cross-references to the CAISO tariff in other contexts, including PG&E's Grid Management Charge Pass-Through Tariff and SoCal Edison's Wholesale Distribution Access Tariff.¹⁷¹ PacifiCorp asserts that replicating every relevant CAISO tariff provision in its OATT would be administratively burdensome, and that having to submit FPA section 205 filings every time CAISO revises its tariff (whether as a result of having that language incorporated into PacifiCorp's OATT, as Tri-State requests, or as a separate affirmative obligation, as proposed by BPA) is an unnecessary regulatory hurdle that could result in different outcomes and potential cost trapping.¹⁷² PacifiCorp asserts that it will make section 205 filings to amend its OATT when amendments to the CAISO tariff (such as the addition of new charge types) warrant, and will notify its transmission and interconnection customers when it plans to do so, consistent with its current practice and Commission requirements.

¹⁶⁷ Powerex Protest at 76-78.

¹⁶⁸ *Id.* at 78-79 (citing *Southwest Power Pool, Inc.*, 137 FERC ¶ 61,046 (2011) (approving revisions to SPP's OATT, including Attachment AG, which contains a provision providing that Attachment AG will control in the event of a conflict with another tariff provision)).

¹⁶⁹ *Id.* at 80.

¹⁷⁰ PacifiCorp Answer at 33-52.

¹⁷¹ *Id.* at 39-40 (citing *Cal. Indep. Sys. Operator Corp.*, 103 FERC ¶ 61,114 (2003) and SoCal Edison Wholesale Distribution Access Tariff at section 21.1).

¹⁷² *Id.* at 36-42.

98. CAISO asserts that commenters' objections to the cross-references to its tariff are premised on a fundamental misunderstanding of the relationship between PacifiCorp's OATT and CAISO's tariff and should be dismissed.¹⁷³ CAISO explains that PacifiCorp essentially is contracting with CAISO to provide energy imbalance service—a service provided pursuant to CAISO's tariff—and therefore the proposed revisions to PacifiCorp's OATT to reflect the EIM are analogous to the transmission owner tariffs of CAISO's participating transmission owners.

99. CAISO states that, except for the obligations imposed on non-participants in the EIM (which arise through such participants' relationship to PacifiCorp), the cross-referenced obligations are imposed on EIM market participants pursuant to CAISO's tariff, and therefore the provisions in CAISO's tariff affecting the operation of the EIM should govern in the case of conflicts with PacifiCorp's OATT.¹⁷⁴ PacifiCorp asserts that Attachment T works in conjunction with, but in the case of a conflict should appropriately prevail over, the rest of its OATT.¹⁷⁵ PacifiCorp maintains that its proposal that Attachment T should prevail to the extent it is inconsistent with a provision in the remainder of PacifiCorp's OATT with respect to the administration of the EIM is necessary because PacifiCorp cannot assert priority over CAISO's tariff in its OATT.¹⁷⁶

100. PacifiCorp states that it has not included any provision in proposed Attachment T that would create a direct relationship between CAISO as the EIM operator and a PacifiCorp transmission customer with non-participating resources.¹⁷⁷ It also maintains that all PacifiCorp transmission customers and other interested parties will have equivalent notice and opportunity to participate in CAISO and PacifiCorp's business practice manual development process.¹⁷⁸ CAISO likewise confirms that all interested parties will have the opportunity to participate in its stakeholder process, which it states is open and transparent.¹⁷⁹

¹⁷³ CAISO Answer at 11-14.

¹⁷⁴ *Id.* at 12-13.

¹⁷⁵ PacifiCorp Answer at 45-50; Proposed OATT Attachment T, section 1.

¹⁷⁶ PacifiCorp Answer at 45-46.

¹⁷⁷ *Id.* at 38.

¹⁷⁸ *Id.* at 42-44.

¹⁷⁹ CAISO Answer at 13-14.

Commission Determination

101. We conditionally accept PacifiCorp's proposed approach with respect to revising its OATT to facilitate participation in the EIM, subject to PacifiCorp making the relevant provisions of CAISO's tariff publicly available to its customers, as discussed below. Specifically, we find that PacifiCorp's proposal to include cross-references in its OATT to the relevant provisions of CAISO's tariff is appropriate to ensure PacifiCorp's seamless integration into the EIM.

102. We also find reasonable the provision in proposed section 1 of Attachment T specifying that Attachment T will control with respect to matters of EIM administration in the event of a conflict with the remainder of PacifiCorp's OATT. The Commission previously has rejected a clause in a seller's tariff that purported to give the seller's tariff priority in a conflict with CAISO's tariff, finding that the proposed clause was an impermissible attempt to unilaterally revise the terms of its market operator's tariff.¹⁸⁰ By the same logic, it is appropriate that Attachment T (which incorporates by reference the EIM-specific portions of CAISO's tariff) should prevail if there is a conflict with PacifiCorp's OATT regarding the EIM. Otherwise, PacifiCorp could unilaterally make changes to the non-EIM provisions of its OATT that could have the effect of changing how the EIM provisions in CAISO's—the market operator of the EIM—tariff are applied through PacifiCorp's OATT. Moreover, we note that the proposed language in section 1 of Attachment T is limited to conflicts regarding matters related to the EIM, and that PacifiCorp asserts that Attachment T is consistent with the remainder of its OATT. We expect PacifiCorp to continue to monitor the relationship between its OATT and Attachment T after the commencement of the EIM, and in light of any future amendments, to ensure that no unintended consequences arise.

103. We believe that it would create unnecessary redundancy to require PacifiCorp to make a filing pursuant to section 205 of the FPA every time CAISO modifies its tariff in a manner that affects the terms and conditions of service in PacifiCorp's OATT. We make this finding with the understanding that PacifiCorp, as explained in its answer, will make a section 205 filing to amend its OATT when amendments to the CAISO tariff warrant such a filing.¹⁸¹ However, we understand commenters' concerns regarding the

¹⁸⁰ See *J.P. Morgan Ventures Energy Corp.*, 142 FERC ¶ 61,190, at P 28 (2013) (citing *El Segundo Power, LLC*, 91 FERC ¶ 61,110 (2000); *USGen New England, Inc.*, 90 FERC ¶ 61,323 (2000); *Sithe New England Holdings, LLC*, 86 FERC ¶ 61,283 (1999)).

¹⁸¹ For instance, if CAISO were to modify Section 29.4(e)(4)(D) of its tariff as referenced in PacifiCorp's proposed Attachment T, section 4.2.2.1, there would be nothing for PacifiCorp to submit to the Commission pursuant to section 205 as

(continued...)

burden of keeping up to date with the CAISO tariff provisions cross-referenced in PacifiCorp's OATT. Accordingly, we direct PacifiCorp to make the current version of all such CAISO provisions, as well as notice when CAISO files a proposal to amend such provisions, available on its website.

3. Market Design and Operation

a. Transfer of Transmission Rights to the EIM

Background

104. PacifiCorp states that it does not have any unsubscribed, available transmission capacity for EIM Transfers between PacifiCorp's PacifiCorp East and PacifiCorp West BAAs, or on the California-Oregon Intertie between PacifiCorp West and the CAISO BAA. Instead, PacifiCorp plans to utilize firm transmission rights voluntarily offered by its marketing division (and transmission customer) PacifiCorp Energy.¹⁸² PacifiCorp proposes not to separately compensate or credit PacifiCorp Energy or any other potential Interchange Rights Holder¹⁸³ for transmission capacity made available for EIM Transfers.

Comments

105. Powerex asserts that this proposal violates the Commission's open access requirements and the *pro forma* OATT by effectively withholding unused capacity for the use of a select group of customers, without complying with the reassignment provisions

PacifiCorp's tariff language would not change. However, if CAISO were to add a new section 29.5 of its tariff that impacted any provision of PacifiCorp's Attachment T, we would expect PacifiCorp to make a section 205 filing to add the relevant CAISO cross-reference to PacifiCorp's OATT.

¹⁸² PacifiCorp Transmittal Letter at 39-40. Proposed OATT Attachment T, section 5.2. PacifiCorp also proposes revisions to section 23 of its OATT to clarify that an Interchange Rights Holder who elects to make its reserved firm transmission capacity available for EIM Transfers is not performing a reassignment under the OATT and need not comply with the procedures for assignment or transfer of service in section 23.1(a). PacifiCorp Transmittal Letter at 65-66.

¹⁸³ A PacifiCorp Interchange Rights Holder is defined as "[a] Transmission Customer who has informed the PacifiCorp EIM Entity that it is electing to make reserved firm transmission capacity for an Interchange available for EIM Transfers without compensation." Proposed OATT, section 1.30J.

in section 23 of PacifiCorp's OATT or obtaining Commission approval of non-conforming assignment agreements.¹⁸⁴ Powerex further contends that the proposal violates section 18.4 of PacifiCorp's OATT (which requires that unused firm transmission capacity be offered on a non-discriminatory basis to eligible customers as non-firm service), permits a merchant affiliate to engage in unauthorized transmission functions, and unfairly modifies existing OATT curtailment priorities. Powerex maintains that PacifiCorp has not met its burden of proof, particularly since CAISO admitted in its answer in Docket No. ER14-1386-000 that the EIM could operate without transfers between BAAs.¹⁸⁵

106. In addition, Powerex believes that the donated rights on the California-Oregon Intertie are from a grandfathered agreement between BPA and PacifiCorp.¹⁸⁶ Powerex argues that if that is indeed the case (as the filing lacks any information on the matter), PacifiCorp's proposed donation violates the terms of the underlying BPA/PacifiCorp agreement and directly harms Powerex and other BPA transmission customers who could have access to the unused transmission capacity or would be credited the non-firm revenues that BPA would receive from its sale of the unused capacity.¹⁸⁷ Powerex requests that if the donated EIM transmission capacity is from a grandfathered agreement, the Commission should require that PacifiCorp: (1) identify and file the agreements under which each Interchange Rights Holder intends to make transmission rights available to the EIM; (2) identify all third-party transmission providers associated with those rights; (3) file an agreement between PacifiCorp and each associated transmission provider to the extent assignment is permitted under a grandfathered agreement and requires written consent; and (4) demonstrate that the donation does not constitute an unlawful departure from or modification of the underlying agreement or unlawfully abrogate the rights of other transmission customers.¹⁸⁸

¹⁸⁴ Powerex Protest at 62-72. Northwest Public Parties also raise this issue in their brief comments.

¹⁸⁵ Powerex raised this same issue in its protest of CAISO's EIM filing in Docket No. ER14-1386. *See* Powerex Protest, Docket No. ER14-1386-000 (Mar. 28, 2014) at 87-89.

¹⁸⁶ Powerex Protest at 68-69.

¹⁸⁷ *Id.* at 69-70.

¹⁸⁸ *Id.* at 72-73.

107. Northwest Public Parties express a similar concern that transmission customers may offer unused firm transmission capacity on a third-party system to facilitate EIM Transfers, but the voluntary offering may prohibit transmission providers on the neighboring systems from offering that same unused available capacity to other customers as set forth in their respective OATTs.¹⁸⁹ Northwest Public Parties request that the Commission direct PacifiCorp to demonstrate that the voluntary offer option for transmission customers will not adversely affect existing transmission rights held by customers on neighboring systems, including BPA. Alternatively, Northwest Public Parties request that the Commission reject PacifiCorp's voluntary offer option and related OATT provisions.¹⁹⁰

108. BPA does not oppose PacifiCorp's proposal but points out that its tariff and pre-tariff transmission contracts with PacifiCorp do not include a mechanism for transmission rights to be used by another party without BPA's consent.¹⁹¹ BPA commits to continue to work with CAISO and PacifiCorp to understand how these rights would be transferred, but asserts that the relevant PacifiCorp OATT provisions should apply only to transmission rights on PacifiCorp's system at this time.

109. Finally, Deseret does not oppose PacifiCorp's proposal in principle, but expresses concern that Interchange Rights Holders might be able to game the system by manipulating the amount and timing of release to get a trading advantage.¹⁹² Deseret requests that the Commission direct PacifiCorp to include at least the basic procedures in Attachment T, instead of a business practice, and contends that these procedures should at a minimum require Interchange Rights Holders to release transmission rights at least two hours in advance of the applicable operating hour (given that initial base schedules are required at T-75) and to offer all unused transmission to CAISO during that time. Deseret also argues that proposed section 23.4 should be revised to clarify that Interchange Rights Holders are only exempt from the reassignment provisions in section 23 of PacifiCorp's OATT with respect to the specific capacity made available to the EIM.

¹⁸⁹ Northwest Public Parties Comments at 2.

¹⁹⁰ *Id.*

¹⁹¹ BPA Comment and Protest at 5-6.

¹⁹² Deseret Comments at 6-8.

110. Wind Parties and Iberdrola support the proposal as consistent with the Commission's open access principles.¹⁹³ Iberdrola also asserts that the proposal is necessary as an operational matter, noting that PacifiCorp will not know prior to any operating hour which resources will be dispatched for the EIM, and thus would not be able to effectuate a reassignment of transmission rights under the OATT.

Answer

111. PacifiCorp maintains that it has demonstrated that its proposal is consistent with or superior to the *pro forma* OATT and that the use of Interchange Rights Holder transmission capacity is distinct from the continuing obligation under the OATT of any non-EIM transmission provider to make unused transmission capacity available to others.¹⁹⁴ In response to the concerns raised by Powerex and BPA, PacifiCorp clarifies that the proposed Interchange Rights Holder mechanism applies only to rights on PacifiCorp's transmission system.¹⁹⁵ PacifiCorp also explains that the rights that PacifiCorp Energy, as an Interchange Rights Holder, intends to transfer are existing firm transmission rights that were sold to PacifiCorp Energy pursuant to PacifiCorp's OATT as a result of PacifiCorp's legal ownership interests in California-Oregon Intertie, and are not transmission rights sold to PacifiCorp Energy by BPA. PacifiCorp asserts that concerns regarding the grandfathered agreements with BPA relate to discussions "between transmission operators on how to implement the EIM without undue burden on any party's transmission system within the confines of contractual agreements between the parties to those contracts," and are thus beyond the scope of this proceeding.

112. In response to Deseret, PacifiCorp asserts that its proposal to include the specifics of the tagging procedures for these transfers in its business practice is appropriate. Nevertheless, PacifiCorp addresses Deseret's request for additional detail by stating that the Interchange Rights Holders will need to indicate the amount of rights they plan to release to the EIM 75 minutes before each operating hour by submitting an e-Tag with the transmission profile equivalent to the amount of transmission rights made available to the EIM. PacifiCorp also asserts that these e-Tagging procedures constitute implementation details setting forth technical procedures that are properly included in the EIM Business Practice—not in the OATT—consistent with several other PacifiCorp business practices that contain e-Tagging procedures.¹⁹⁶ Finally, PacifiCorp also states

¹⁹³ Wind Parties Comments at 6; Iberdrola Comments at 4-5.

¹⁹⁴ PacifiCorp Answer at 22-23.

¹⁹⁵ *Id.* at 26-27.

¹⁹⁶ *Id.* at 109.

that Deseret's requested clarification of section 23.4 is not necessary, because the provision already provides that the reassignment provisions will not apply to an Interchange Rights Holder that "voluntarily makes its transmission capacity available to the EIM."¹⁹⁷

Commission Determination

113. We conditionally accept PacifiCorp's proposed approach with respect to revising its OATT to utilize firm transmission rights voluntarily offered by its marketing division and any other transmission customer to facilitate participation in the EIM, subject to PacifiCorp making a compliance filing, as discussed below. Specifically, we direct PacifiCorp to make a compliance filing within 30 days after the date of issuance of this order revising proposed section 5.2 of Attachment T to include the requirements for scheduling and using transmission rights held by an Interchange Rights Holder and deleting the last sentence of proposed section 5.2 of Attachment T, which provides that the requirements for scheduling and using transmission rights held by an Interchange Rights Holders will be set forth in the EIM Business Practice.

114. We appreciate that without transmission rights between PacifiCorp East and PacifiCorp West, and PacifiCorp West and CAISO, respectively, PacifiCorp's ability to participate in, and thus its customers' ability to benefit from, the EIM will be limited. PacifiCorp's proposal to make available transmission capacity that ordinarily will be used for bilateral transactions and scheduled accordingly, to now be used on a real-time basis to expand CAISO's real-time energy imbalance market into PacifiCorp's BAAs is a novel approach that appears to be reasonable. Based on our preliminary analysis, PacifiCorp's proposal does not appear to be a sale, assignment, or transfer of transmission service that would fall under section 23 of the *pro forma* OATT. PacifiCorp Energy is not relinquishing its transmission rights that it acquired from PacifiCorp to another party. As explained by PacifiCorp in its answer, PacifiCorp Energy will still be submitting the e-Tags in the prescheduling window (i.e., T-75) indicating the amount of transmission rights that will be available in the EIM.¹⁹⁸

115. However, our understanding of PacifiCorp's proposal with respect to the transfer of transmission rights is based primarily on the information provided in the answer PacifiCorp filed in this proceeding. We agree with intervenors that PacifiCorp's proposed section 5.2 of Attachment T, on its face, does not provide us with sufficient detail regarding PacifiCorp's proposal. For instance, while PacifiCorp states in its

¹⁹⁷ *Id.* at 71.

¹⁹⁸ *Id.* at 70.

answer that the transmission rights at issue were sold to PacifiCorp Energy pursuant to PacifiCorp's OATT resulting from PacifiCorp's legacy ownership interests in the California-Oregon Intertie, PacifiCorp provides no details on how the Commission, or other interested parties, can be assured that a subsequent transfer will not be over a third-party system whereby the underlying ability to transfer the transmission rights may not be clear. Additionally, we find that the basic terms of these transactions (such as timing) affect the rates, terms, and conditions of Commission-jurisdictional service, and therefore should be filed for Commission review and acceptance rather than contained in the EIM Business Practice.¹⁹⁹ Accordingly, we conditionally accept PacifiCorp's proposal, subject to PacifiCorp making a compliance filing within 30 days after the date of issuance of this order proposing specific procedures to effectuate such transfers, and reject the proposed language purporting to leave these details to the EIM Business Practice. We agree with PacifiCorp, however, that no further change is needed to PacifiCorp's proposed section 23.4 of its OATT as the provision is clear on its face.

b. Transmission Usage Charge

Background

116. PacifiCorp does not currently charge its transmission customers a separate transmission usage charge to import or export power across the PacifiCorp/CAISO interface, nor does it propose to do so in the instant filing. PacifiCorp states that it supports CAISO's proposal that CAISO and PacifiCorp (or any other BAA that joins the EIM) mutually waive transmission charges for transfers between their BAAs (and between their BAAs and the BAA of any other entity that joins the EIM).²⁰⁰ PacifiCorp explains that transmission requirements will still apply in the source BAA where the load or generation is located, and thus maintains that transmission in the EIM is not "free" and that EIM Entity transmission rates will fully recover transmission revenue requirements from existing transmission customers. PacifiCorp notes that both it and CAISO have committed to reevaluate their transmission proposals through their respective stakeholder processes after the first year of EIM operations.

¹⁹⁹ See, e.g., *Cal. Indep. Sys. Operator Corp.*, 122 FERC ¶ 61,271, at P 16 (2008) (finding that "[i]t is appropriate for Business Practice Manuals to contain implementation details, such as instructions, guidelines, examples and charts, which guide internal operations and inform market participants of how the CAISO conducts its operations under the MRTU tariff," but explaining that the Commission applies a "rule of reason" test to identify "those provisions significantly affecting rates, terms and conditions of service, which therefore must be filed for Commission approval") (citations omitted).

²⁰⁰ PacifiCorp Transmittal Letter at 37-38.

Comments

117. Both Redding and TANC express concern that PacifiCorp's "no charge" proposal for transmission transfers across CAISO/PacifiCorp interface for EIM transactions will negatively impact non-EIM customers.²⁰¹ Tri-State notes that several parties in CAISO's EIM filing in Docket No. ER14-1386-000 raised the concern that the lack of a transmission charge for EIM Transfers across the interface could lead parties to lean on the EIM to serve load rather than use other markets, and that these concerns are equally applicable to PacifiCorp's instant filing.²⁰²

118. Powerex argues that PacifiCorp's proposal (with CAISO) to waive transmission charges for EIM Transfers across the interties between CAISO's BAA and PacifiCorp's BAAs is discriminatory as non-EIM Transfers using the same transmission facilities, during the same time period, will be charged for transmission service.²⁰³ Powerex contends that PacifiCorp's proposal will shift inter-BAA transactions from the day-ahead to the real-time market, not for market efficiency reasons, but for preferential transmission rates.²⁰⁴ Powerex further asserts that PacifiCorp's proposal does not eliminate rate-pancaking as claimed, but rather preserves PacifiCorp's existing transmission rates for all non-EIM transactions, while selectively waiving those transmission rates for similar transactions that occur within the EIM framework. Powerex contends that this "selective transmission discount" is contrary to Commission precedent and policies.²⁰⁵ Accordingly, Powerex requests that the Commission reject PacifiCorp's proposal and order PacifiCorp to revise Attachment T to ensure non-discriminatory and non-preferential treatment for transmission used by EIM participants.²⁰⁶

²⁰¹ Redding Comments at 9-10; TANC Comments at 13-14. Redding, Santa Clara, and Modesto adopt and incorporate by reference the comments submitted by TANC.

²⁰² Tri-State Protest at 19.

²⁰³ Powerex Protest at 52.

²⁰⁴ *Id.* at 53.

²⁰⁵ *Id.* at 56-57.

²⁰⁶ *Id.* at 58.

119. PUC EIM Group supports deferring for a year the consideration of creating an imbalance energy-specific transmission usage charge.²⁰⁷ Due to the lack of data on how much energy will transact through EIM or how power flows will be impacted, PUC EIM Group requests that the Commission direct PacifiCorp and CAISO to commence a stakeholder process to develop a cost-based EIM transmission usage charge and to file OATT revisions within a specified period of time after implementation of the EIM.²⁰⁸

120. Both WPTF and EPSA believe that PacifiCorp's initial proposal not to charge for EIM Transfers across the CAISO/PacifiCorp interface is reasonable, but they both recommend that the Commission direct PacifiCorp and CAISO to review this policy, along with any other barriers to entry or market concerns, with stakeholders and file a revised proposal within 12 months of the date on which the EIM commences.²⁰⁹ WPTF is particularly concerned that PacifiCorp has not extended the reciprocity concept to future EIM Entities that might join, therefore leading to rate-pancaking. WPTF and EPSA request that the stakeholder process commence within 30 days of an order accepting the filing in this proceeding.

121. Xcel requests clarification that as the EIM footprint expands, deliveries between market areas would be treated in a comparable manner and requests clarification from PacifiCorp in a future amendment to its OATT that the practice would continue.²¹⁰

122. CAISO believes that at least initially, the approach taken by PacifiCorp and CAISO to not charge for EIM transmission transfers across the interface is reasonable as the initial amount of capability is relatively small and commits to review this issue with stakeholders in 2015.²¹¹

Answer

123. PacifiCorp echoes CAISO's commitment to review the matter with stakeholders in 2015, asserting that its proposal to collect data upon EIM implementation and analyze a full year's worth of data strikes the appropriate balance, and that requiring the related

²⁰⁷ PUC EIM Group Comments at 2.

²⁰⁸ *Id.*

²⁰⁹ WPTF Comments at 4-6; EPSA Comments at 4-5.

²¹⁰ Xcel Comments at 4.

²¹¹ CAISO Comments at 9.

stakeholder process to commence within 30 days of the order accepting the filing, as requested by EPSA and WTPF, would be premature.²¹² With respect to WPTF's question regarding the extension of reciprocity to future EIM Entities, PacifiCorp clarifies that its proposed changes to its OATT to implement the EIM in its BAAs only govern PacifiCorp's transmission system, and that its filing neither prevents nor requires the extension of reciprocity to other entities joining the EIM. Finally, PacifiCorp reiterates that its proposal is not a discount or waiver, does not enable "free riders," and that transmission revenue recovery will be fully compensated by PacifiCorp's existing transmission rates.²¹³

Commission Determination

124. PacifiCorp does not have a comparable exit or entrance fee such as CAISO's that can be waived for EIM transactions. While PacifiCorp supports CAISO's proposal to waive CAISO's transfer fee for EIM transactions, PacifiCorp is not proposing any reciprocal tariff language to that effect because the waiver of a CAISO fee is more appropriately addressed in CAISO's EIM filing. Accordingly, the arguments raised by commenters in this proceeding with respect to CAISO's waiver of the EIM transfer fee and any future stakeholder discussion are beyond the scope of PacifiCorp's EIM proposal. Notwithstanding, we note that the Commission is addressing this issue in the concurrent order being issued on CAISO's EIM proposal in Docket No. ER14-1386-000.

c. External Resource Participation

Background

125. PacifiCorp proposes to allow generating resources that are not physically located within the metered boundaries of one of PacifiCorp's BAAs to become an EIM Participating Resource if that resource implements a pseudo-tie into a PacifiCorp BAA, arranges for transmission service over any third-party system to transfer the power to PacifiCorp's BAA, and secures transmission service on PacifiCorp's transmission system.²¹⁴

²¹² PacifiCorp Answer at 28-29.

²¹³ *Id.* at 29-33.

²¹⁴ PacifiCorp Transmittal Letter at 32.

Comments

126. CAISO notes in its comments that its proposed tariff revisions permit EIM Entities to determine the eligibility requirements for resources to participate in the EIM. In addition, CAISO states that it understands PacifiCorp's decision to refrain from opening its interties to economic bidding at the commencement of the EIM, but appreciates PacifiCorp's willingness to explore this option after it has gained operational experience.²¹⁵ Iberdrola expresses support for PacifiCorp's decision not to expand the EIM to include new intertie boundaries for other ISO markets, arguing that efforts to expand the EIM's footprint at this time are unnecessary and would only further complicate PacifiCorp's already-substantial undertaking.²¹⁶

127. WPTF requests that the Commission direct PacifiCorp to begin a stakeholder process no later than 12 months after the EIM commences to address the feasibility of expanding the ability of external resources to participate either through dynamic scheduling or through the expansion of CAISO's 15-minute market to PacifiCorp's boundaries.²¹⁷ NIPPC characterizes it as regrettable that most independent power producers outside of California cannot participate in the initial iteration of the EIM due to the fact that the EIM is limited to BAAs and asks that the Commission monitor and encourage CAISO and PacifiCorp to expand the EIM to enable independent power producers located in WECC to participate.²¹⁸

128. Grant County PUD believes that the requirement that external resources must use a pseudo-tie to transact in the EIM is an artificial barrier to entry and that PacifiCorp has failed to justify excluding potential market participants from participating in CAISO's 15-minute market at PacifiCorp's intertie boundaries.²¹⁹ Grant County PUD argues that static schedules could be used in the 15-minute market to import power into PacifiCorp and that there would be no need for Grant County PUD to pay a PacifiCorp transmission

²¹⁵ CAISO Comments at 6.

²¹⁶ Iberdrola Comments at 7.

²¹⁷ WPTF Comments at 6-7.

²¹⁸ NIPPC Comments at 3.

²¹⁹ Grant County PUD Comments at 3.

charge for the EIM, as PacifiCorp would be using its system to move the EIM energy to clear its imbalances.²²⁰

Answer

129. PacifiCorp reiterates that it intends to study the feasibility of incorporating 15-minute market features at the interties, but argues that being tied to a timetable for initiating a stakeholder process would be both unduly burdensome and inconsistent with CAISO's EIM tariff amendment, which does not require EIM Entities to provide access to the 15-minute market.²²¹ PacifiCorp also notes that the Commission has previously found the use of a pseudo-tie approach to be just and reasonable in the context of SPP's Energy Imbalance Service market.²²²

Commission Determination

130. We conditionally accept PacifiCorp's treatment of external resources as filed, subject to PacifiCorp eliminating from its OATT the requirement that participating resources in the EIM pay for transmission service in addition to any transmission rate that they incur as a PacifiCorp transmission customer, as discussed herein. We find that PacifiCorp's proposal to require that external resources implement a pseudo-tie arrangement to electrically move from the external BAA to PacifiCorp's BAA is consistent with the Commission's acceptance of a similar arrangement in the SPP's Energy Imbalance Service market requiring that external resources use a pseudo-tie in order to participate in that market.²²³ We agree with PacifiCorp that allowing external resources to participate in CAISO's 15-minute market as proposed by Grant County PUD is an expansion of the scope of the EIM and is not necessary for PacifiCorp's proposal to be found just and reasonable and not unduly discriminatory.

131. We will not require a timetable for PacifiCorp to begin a stakeholder process to address the feasibility to expand the EIM to include dynamic schedules or bring CAISO's

²²⁰ *Id.*

²²¹ PacifiCorp Answer at 55-56.

²²² *Id.* at 55 (citing *Southwest Power Pool, Inc.*, 123 FERC ¶ 61,062, at P 24 (2008)).

²²³ *Southwest Power Pool, Inc.*, 123 FERC ¶ 61,062 at P 24 ("The Commission finds that SPP's choice of the pseudo-tie approach over dynamic scheduling is just and reasonable.")

15-minute market to PacifiCorp's boundaries as requested by WPTF. We expect with additional EIM experience that PacifiCorp will seek to add additional participants or products to its boundaries to increase load and resource diversity, transfer capability, and flexible generation resources in the market, but we believe that it is premature, at this time, to direct PacifiCorp to initiate a stakeholder process. We encourage PacifiCorp to follow through with its commitment to explore this issue with stakeholders.

d. Use of Transmission Service for EIM Transactions

Background

132. PacifiCorp explains that, under proposed sections 3.1 and 8.7.2.1 of Attachment T, network transmission customers may elect either to: (1) utilize their network service and continue to be billed for transmission based upon their monthly network load, plus any output of designated network resources participating in the EIM; or (2) use point-to-point transmission service under an umbrella service agreement for non-firm point-to-point transmission service and pay the hourly rate, on an after-the-fact basis, when dispatched.²²⁴ The customer initially makes this election when it submits its application to become a PacifiCorp EIM Participating Resource, and may change its election on a quarterly basis. In addition, PacifiCorp proposes that network customers using point-to-point transmission service to participate in the EIM be required to un-designate network resources to be bid into the EIM, but that network customers using network integration service to participate in the EIM need not un-designate their network resources (as a network resource would otherwise be required in order to make off-system sales).²²⁵

133. PacifiCorp also proposes to charge both network and point-to-point transmission customers that receive a dispatch instruction and the dispatch operating point exceeds the transmission customer's reserved capacity, for any amount of the dispatch operating point in excess of the transmission customer's reserved capacity.²²⁶ In the case of network customers, depending upon whether they are using network or non-firm point-to-point transmission service for EIM transactions, that delta would be added to either their monthly network load or would be charged to them at the non-firm point-to-point transmission rate.

²²⁴ PacifiCorp Transmittal Letter at 30-32.

²²⁵ *Id.* at 31, 66.

²²⁶ *Id.* at 34; Proposed OATT Attachment T, section 8.7.2.2.

134. In addition, PacifiCorp proposes not to pass through to PacifiCorp transmission customers the costs associated with unaccounted for energy and the marginal loss Component of LMP. Instead, PacifiCorp proposes to apply the loss factors in its OATT Schedule 10 and to use the Hourly Pricing Proxy to determine the charges for its transmission customers.

Comments

135. Redding requests that the Commission clarify whether PacifiCorp's proposal to permit customers to use network service for participation in the EIM is consistent with Commission precedent, which limits the use of network integration transmission service to serving native load.²²⁷

136. BPA supports PacifiCorp's proposal to allow designated network resources to participate in the EIM, but argues that PacifiCorp's proposal to bill network customers using network service based upon their monthly network load, plus any output of designated network resources participating in the EIM, will cause unintended market effects, encourage gaming, and result in discriminatory distribution of EIM transmission costs.²²⁸ BPA contends that PacifiCorp's proposal provides an incentive for network customers to participate in the EIM based upon the likelihood of being dispatched in coincidence with the system peak load, rather than based upon the economics of their resources and the market (e.g., customers would reduce EIM dispatches during system peak in order to minimize or avoid EIM transmission charges). BPA thus requests that the Commission direct PacifiCorp to revise proposed section 8.7.2.2 such that all EIM dispatches from designated network resource are charged after-the-fact based on actual use at the non-firm point-to-point transmission rate.²²⁹ On the other hand, rather than avoid EIM transmission charges, Xcel argues that the most efficient network resources might actually pay more for network transmission service as they will be dispatched more often and would be added to the transmission customer's network load.²³⁰

137. Tri-State asserts that PacifiCorp is essentially offering its EIM point-to-point transmission customers the equivalent of network transmission service for the hourly

²²⁷ Redding Comments at 10 (citing *PacifiCorp*, 118 FERC ¶ 61,026, at P 8 (2007); *MidAmerican Energy Co.*, 112 FERC ¶ 61,346 (2005)).

²²⁸ BPA Comment and Protest at 15-20.

²²⁹ *Id.* at 19-20.

²³⁰ Xcel Comments at 5.

non-firm price, and questions how PacifiCorp will keep track of whether EIM transmission customers are operating within their capacity reservations.²³¹ Tri-State argues that, similar to the exemption from inter-EIM wheeling charges, this proposal may be unduly discriminatory and may encourage entities to lean on the EIM to serve load rather than to rely on day-ahead markets or longer-term bilateral transactions.

138. Powerex uses five hypothetical situations to illustrate its contention that PacifiCorp's proposal is discriminatory and affords unduly preferential treatment to certain customers that may pay more or less depending upon certain circumstances.²³²

139. UAMPS believes that PacifiCorp's network transmission customer pricing option will result in excess transmission charges to network customers that participate in the EIM. Network transmission service that is used for EIM transactions will be billed at the greatest positive dispatch operating point, which is a five minute interval, thus, if a transmission customer dispatched its resource between 60 and 100 megawatts (MW) over the course of the hour, it would see an additional 100 MW added to its monthly network load even though network load is averaged over the hour (80 MW) thereby resulting in an excess transmission charge to the customers.²³³ UAMPS raises a similar argument with respect to non-firm point-to-point transmission service. In addition, UAMPS argues that based upon its interpretation of section 1.11B of PacifiCorp's Attachment T, the billing determinant for network transmission customers participating in EIM transactions will be the expected dispatch operating point rather than the actual operating point, thereby overcharging customers that do not meet their dispatch point.

140. Deseret believes that network customers (and those taking similar grandfathered network-like service) should be permitted to change their election as to how they will be charged for EIM transmission service for their EIM resources on a monthly, rather than quarterly, basis, which would facilitate more widespread participation from eligible customers.²³⁴

²³¹ Tri-State Protest at 17-19.

²³² Powerex Protest at 44-51.

²³³ UAMPS Comments at 11-12.

²³⁴ Deseret Comments at 8-9.

Answer

141. PacifiCorp acknowledges that its proposal is not consistent with traditional network transmission service but asserts that its proposal is superior to the *pro forma* OATT in light of the numerous benefits of the EIM.²³⁵ PacifiCorp also states that the Commission has previously supported the use of network transmission service for all customers participating in an imbalance market.²³⁶ PacifiCorp argues that BPA's concerns regarding discriminatory distribution of EIM transmission costs and potential gaming are unfounded. PacifiCorp asserts that its proposal is a reasonable means to ensure that EIM resources contribute to their share of PacifiCorp's transmission system costs and that a transmission customer may select the OATT transmission service to participate in the EIM that best suits its needs. Finally, PacifiCorp argues that its proposal does not shift costs to more efficient resources; rather, it ensures that resources that choose to participate in the EIM will pay appropriately for the transmission they utilize. PacifiCorp declines to adopt Deseret's requested modification, claiming that processing monthly changes in election would be administratively burdensome and has not been shown, at this time, to be commercially or operationally necessary.²³⁷

142. Additionally, PacifiCorp clarifies that EIM participation using firm point-to-point transmission service requires an umbrella service agreement for non-firm point-to-point transmission service because these customers will be charged the hourly rate for non-firm point-to-point transmission service on an after-the-fact basis to the extent the EIM transaction causes the customer to exceed its reserved capacity.²³⁸ PacifiCorp asserts that its proposal with respect to point-to-point transmission service is just and reasonable because it will encourage participation in the EIM, and because all similarly situated transmission customers will receive the same treatment.²³⁹

143. Lastly, PacifiCorp answers that UAMPS's assertions point out some differences between how transmission charges are applied today for traditional transmission use associated with integrated hourly loads under the OATT; however, these differences do

²³⁵ PacifiCorp Answer at 58-62.

²³⁶ *Id.* at 60 n.171 (citing section 28.6 of the Midcontinent Independent System Operator, Inc. tariff and section 30.4 of the SPP tariff).

²³⁷ *Id.* at 64-65.

²³⁸ *Id.* at 65-66.

²³⁹ *Id.* at 66-67.

not render PacifiCorp's EIM transmission charges unjust or unreasonable.²⁴⁰ PacifiCorp contends that its proposal to base EIM transmission charges on the greatest positive dispatch operating point is a reasonable proposal for EIM participation and that the proposed billing determinant is a reasonable means of ensuring that PacifiCorp EIM Participating Resources do not free ride. In addition, PacifiCorp asserts that its proposal not to pro-rate transmission charges to sub-hourly increments is also consistent with PacifiCorp's implementation of 30-minute and 15-minute transmission scheduling.

Commission Determination

144. We reject PacifiCorp's proposal to require that participating resources in the EIM pay for transmission service in addition to any transmission rates that they regularly incur as a PacifiCorp transmission customer. We direct PacifiCorp to submit a compliance filing within 30 days after the date of issuance of this order to revise its OATT to eliminate the additional transmission charge for EIM transactions for participating resources, as discussed herein.

145. The Commission finds that PacifiCorp's proposal to require EIM resources to purchase additional transmission service to participate in the EIM would result in double recovery of transmission costs. An EIM resource located in PacifiCorp's BAA and that is charged for non-firm point-to-point transmission service will include that cost in its EIM offer price. As a result, if an EIM resource located in PacifiCorp's BAA utilizes PacifiCorp's non-firm point-to-point transmission service option and is dispatched to serve load in PacifiCorp's BAA, that load will be charged for its network transmission service and the additional transmission service that the EIM resource was required to purchase to sell into the EIM, essentially double-charging load in PacifiCorp. PacifiCorp's rationale that an EIM resource should contribute to its share of PacifiCorp's transmission system costs ignores the fact that the associated transmission costs will be included in the LMPs paid to EIM resources and paid by network load such that EIM resources would make no net payment for transmission service and network load would pay for transmission service twice. PacifiCorp's transmission formula rate will not return all of the non-firm transmission revenue to network customers due to the fact that firm point-to-point transmission customers will have to factor the non-firm point-to-point transmission rate in their bid as well due to the risk that these customers may be dispatched beyond their reservation and thus subject to the non-firm transmission rate on an after-the-fact basis. In this instance, if the firm point-to-point transmission customer stays within its transmission reservation, PacifiCorp will not collect any non-firm transmission revenues from that customer to credit against next year's revenue

²⁴⁰ *Id.* at 61.

requirement, but the network load will end up paying that additional transmission charge nonetheless.

146. In addition, PacifiCorp's proposal to charge for transmission service in association with participation in the EIM is in conflict with the proposal by CAISO to have reciprocal transmission rates for the EIM, which we accept in the concurrently issued order on CAISO's EIM proposal. CAISO proposes to assess transmission charges only in the BAA where the EIM energy sinks. In the CAISO BAA, load, which will include EIM Transfers originating in PacifiCorp, will continue to pay the CAISO transmission access charge; however, CAISO proposes to waive its wheeling access charge, normally charged on exports from CAISO, on EIM Transfers to PacifiCorp. If PacifiCorp requires EIM resources to purchase transmission service to participate in the EIM then that cost of transmission will be included in the energy bids of those resources. In effect, a participant purchasing EIM energy in CAISO from PacifiCorp would pay the CAISO transmission access charge and the PacifiCorp transmission charge embedded in the energy bid of the PacifiCorp resource. However, a participant purchasing EIM energy in PacifiCorp from CAISO would only pay the PacifiCorp transmission charge as CAISO does not propose to assess transmission charges to resources participating in the EIM. This results in similarly situated EIM participants being treated differently within the EIM footprint and is therefore unduly discriminatory.

147. Another concern with PacifiCorp's approach is that network customers utilizing the network load ratio share approach for billing have a strong incentive to sell into the EIM when their network load is low relative to the times when their network load is high. Under this circumstance, the network customer may not pay for EIM transmission service while an EIM resource that has elected to participate in the EIM using non-firm point-to-point transmission service would always pay the non-firm point-to-point transmission rate. PacifiCorp's proposal is inconsistent with Commission policy²⁴¹ and is unduly discriminatory in that network customers that choose not to participate in the EIM would not be afforded the same ability to use network service for off-system sales.

148. In addition, the Commission does not agree that network resources should be required to undesignate to participate in the EIM. Undesignation of network resources is required to allow unused available transmission capacity to be released for use by other potential transmission customers.²⁴² But here, the EIM will dispatch EIM resources

²⁴¹ See, e.g., *Westar Energy, Inc.*, 142 FERC ¶ 61,066, at P 4 (2013) (approving stipulation and consent agreement resolving Westar Energy Inc.'s use of secondary network integration service for the purchase of energy to facilitate off-system sales); and section 28.6 of the Commission's *pro forma* OATT.

²⁴² Order No. 890, FERC Stats. & Regs. ¶ 31,241 at PP 1534, 1549.

based on a real-time model of the transmission system and will utilize any unused transmission, whether firm or non-firm, to allow EIM resources to provide imbalance energy. Therefore, there would not be a need for network resources to undesignate for the EIM to function properly. This approach is consistent with PacifiCorp's proposed change to the definition of "Network Resource," which would carve out an exception for the output of a network resource associated with an EIM dispatch instruction.

149. Furthermore, the EIM will only dispatch resources that are already running, meaning that all resources in the EIM will have an existing transmission reservation corresponding to their transactions prior to being dispatched in the EIM. Accordingly, as a prerequisite of participating in the EIM, PacifiCorp should require that EIM Participating Resources in PacifiCorp's BAAs must be a PacifiCorp transmission customer. Under a traditional OATT structure, a customer would not pay additional transmission charges for imbalance energy and would only pay charges under Schedule 4 and Schedule 9. The EIM is an alternative means of providing and charging for services similar to Schedule 4 and Schedule 9 and PacifiCorp does not provide a credible argument to justify charging participating resources for additional transmission related to EIM transactions.

e. OATT Schedules 4 and 9

Background

150. PacifiCorp proposes to change its OATT Schedule 4 (Energy Imbalance Service) and Schedule 9 (Generator Imbalance Service) to settle energy imbalances using the EIM LMP for all of its customers, regardless of that customer's participation in the EIM. Currently, PacifiCorp derives the cost of its imbalance services from an Hourly Pricing Proxy based on average delivered energy prices from the California-Oregon Border, Four Corners, Mid-Columbia, and Palo Verde. PacifiCorp proposes to replace this Hourly Pricing Proxy with LMPs from the EIM. PacifiCorp claims that the use of LMPs more accurately reflects its cost for providing imbalance services through Schedule 4 and Schedule 9. PacifiCorp also proposes to remove its three-tiered penalties for Schedule 4 and Schedule 9 imbalances.²⁴³ Lastly, PacifiCorp will still allow its customers to self-provide energy imbalance services.

²⁴³ PacifiCorp's OATT currently has penalty tiers of (1) +/- 1.5 percent, (2) +/- 1.5 up to 7.5 percent, and (3) greater than +/- 7.5 with applicable MW minimums for each tier.

Comments

151. Commenters request that PacifiCorp retain the three-tiered imbalance penalties found in the *pro forma* OATT. Certain commenters request that the first tier of imbalance penalties, the 1.5 percent band, should remain in place so that transmission customers can net their minor deviations over the month instead of financially settling all deviations within that band.²⁴⁴ Additionally, commenters claim that the lack of the three tiers of imbalance penalties removes an incentive for transmission customers to accurately schedule their transmission use.²⁴⁵

152. Commenters claim that the use of the EIM LMP will only reflect the cost of imbalance energy provided by generators participating in the EIM and that participation in the EIM will mostly be from PacifiCorp generation.²⁴⁶ Commenters claim that there is no guarantee that PacifiCorp will bid its most economical resources into the EIM. This can expose transmission customers to potentially unjust and unreasonable prices compared to the more liquid trading hubs currently used to determine imbalance charges for Schedule 4 and Schedule 9.

153. Finally, commenters argue that transmission customers will not have the same protections from imbalance charges under PacifiCorp's proposed changes compared to the current Schedule 4 and Schedule 9. Specifically, a transmission customer (or generator) has no way to shield itself from high LMPs due to transmission congestion.²⁴⁷

154. WPTF highlights a concern with the language of Schedule 9. According to WPTF, the schedule does not correctly apply charges and payments to generators.²⁴⁸ WPTF indicates that it has raised this issue with PacifiCorp and that PacifiCorp has agreed to correct the language.

155. CAISO contends that it is unclear under what circumstances a non-participating resource in the EIM would be paid the instructed imbalance energy price under

²⁴⁴ SoCal Edison Comments at 5.

²⁴⁵ Powerex Protest at 37.

²⁴⁶ *Id.* at 33.

²⁴⁷ Deseret Comments at 19 and 22.

²⁴⁸ WPTF Comments at 7-9.

PacifiCorp's proposed OATT amendment.²⁴⁹ According to CAISO, a non-participating resource's schedule change that is properly reflected in the 15-minute market schedule by the EIM Entity will be settled by CAISO as instructed imbalance energy. CAISO requests that PacifiCorp confirm its understanding that non-participating resources will be paid the instructed imbalance energy price pursuant to Schedule 9.

Answer

156. PacifiCorp states that it supports CAISO's interpretation and confirms that resources that participate in the EIM will be settled directly with CAISO for the services they provide, and not under Schedule 9 of PacifiCorp's OATT, while loads and non-participating resources (including imports and exports) will continue to be settled under Schedules 4 and 9 of PacifiCorp's OATT, respectively.²⁵⁰ PacifiCorp will make consistent changes to its OATT on compliance if directed by the Commission.

157. Regarding the removal of the three-tiered imbalance penalties, PacifiCorp states that the use of the EIM five-minute dispatch, along with CAISO's 15-minute real-time unit commitment, will allow the EIM to produce LMPs that reflect the true cost of imbalance deviations without the need for a penalty component.²⁵¹ Additionally, PacifiCorp points to Order No. 890-A, where the Commission stated that the use of five-minute dispatch in organized markets causes transmission customers and generators to minimize their deviations from operator instructions.²⁵²

158. Regarding the use of the EIM LMP instead of the Hourly Pricing Proxy to set prices for Schedule 4 and Schedule 9, PacifiCorp states that the Commission has found the use of LMPs to be just and reasonable as a pricing system that provides a transparent price signal reflecting the marginal cost to supply energy at specific locations.²⁵³ Additionally, PacifiCorp points to previous Commission orders stating that LMP market designs promote efficient use of the transmission grid, encourage the use of lowest-cost generation, and allow the grid operator to operate the grid more reliably.

²⁴⁹ CAISO Comments at 14-15.

²⁵⁰ PacifiCorp Answer at 86.

²⁵¹ *Id.* at 88-89.

²⁵² *Id.* at 89 (citing Order No. 890-A, FERC Stats. & Regs. ¶ 31,261 at P 270).

²⁵³ *Id.* at 87 (citing *Cal. Indep. Sys. Operator Corp.*, 116 FERC ¶ 61,274, at PP 62, 64 (2006), *order on reh'g*, 119 FERC ¶ 61,076 (2007)).

159. Finally, PacifiCorp agrees with WPTF's suggested revisions to Schedule 9 and will make the correction in a compliance filing.²⁵⁴

Commission Determination

160. We conditionally accept PacifiCorp's proposed revisions to Schedules 4 and 9, subject to the further compliance filing directed herein. We find that PacifiCorp's proposal to charge for Schedule 4 and Schedule 9 imbalance service using the EIM LMP more accurately reflects the cost of providing that service by PacifiCorp. PacifiCorp's current approach of using a proxy price to determine imbalance energy costs using four liquid trading hubs only provides a proxy for PacifiCorp's actual cost of providing imbalance energy, whereas the EIM LMP will reflect the actual cost that PacifiCorp pays for imbalance service. While the EIM may not be as liquid as the four trading hubs used in the proxy price, commenters have not provided evidence to persuade the Commission that the EIM will not be competitive with the combination of CAISO and PacifiCorp. Moreover, in the order on CAISO's EIM filing issued concurrently in Docket No. ER14-1386-000, we note that bidding into the EIM will be subject to CAISO's Department of Market Monitoring review and mitigation and as discussed in this order, we are directing PacifiCorp to submit a change in status filing to justify PacifiCorp's continued authority to sell at market-based rates in the EIM. PacifiCorp's bidding behavior in the EIM will be closely monitored by both CAISO's Department of Market Monitoring and the Commission.

161. Requests by commenters that PacifiCorp retain the three-tiered penalties for imbalances are not persuasive. While commenters point out that the Commission instituted the penalty tiers to incentivize accurate scheduling by transmission customers—specifically, that “the charges must provide an incentive for accurate scheduling, such as by increasing the percentage of the adder above (and below) incremental cost as the deviations become larger”²⁵⁵—the Commission has accepted alternatives to the deviation band approach. We have found the real-time LMP for imbalances to be an adequate inducement for the customer to act rationally in an energy market and that uninstructed deviation penalties provide additional incentives to keep actual energy flows close to scheduling parameters.²⁵⁶ Here, PacifiCorp's proposal is to charge for imbalance service using the EIM LMP, which we find above to more

²⁵⁴ *Id.* at 85-86.

²⁵⁵ Order No. 890, FERC Stats. & Regs. ¶ 31,241 at P 663.

²⁵⁶ See, e.g., *Midwest Indep. Transmission Sys. Operator, Inc.*, 111 FERC ¶ 61,053, at P 197 (2005).

accurately reflect the cost of providing imbalance service by PacifiCorp. Accordingly, PacifiCorp's proposal is just and reasonable.

162. While we accept the use of the EIM LMP for Schedule 4 and Schedule 9, we are concerned that the continued use of the Hourly Pricing Proxy for Schedule 10 is inconsistent with the use of the EIM LMP in Schedule 4 and Schedule 9. Therefore, we direct PacifiCorp to revise its Schedule 10 to financially settle losses using the full LMP in place of the Hourly Pricing Proxy.

163. In addition, we direct PacifiCorp to submit a compliance filing within 30 days after the date of issuance of this order to submit the clarifications regarding the concerns raised by WPTF and CAISO, as discussed above.

f. EIM Fees in Schedule 1

Background

164. PacifiCorp proposes to revise OATT Schedule 1 (Scheduling, System Control and Dispatch Service) in order to pass through the \$0.19/MWh administrative charge that CAISO proposes to collect from PacifiCorp for its participation in the EIM as an EIM Entity, along with several other EIM-related administrative fees.²⁵⁷

Comments

165. Powerex argues that PacifiCorp has not supported its proposal to include CAISO's EIM administrative charge of \$0.19/MWh along with three Scheduling Coordinator fees in PacifiCorp's Schedule 1 that will be charged to all transmission customers based upon their reserved capacity of PacifiCorp facilities.²⁵⁸ Powerex contends that CAISO's administrative fee is charged on each MWh of both demand and supply imbalances; thus, Powerex argues, the charges to PacifiCorp rise and fall in direct proportion to PacifiCorp's transmission customers' energy imbalances.²⁵⁹ Powerex states that, despite that direct correlation to supply and demand, PacifiCorp will allocate the aforementioned

²⁵⁷ PacifiCorp Transmittal Letter at 44-46. PacifiCorp states that these administrative costs do not include its implementation payments to CAISO under the Implementation Agreement and amendment for CAISO's costs in establishing the EIM, which will be booked to FERC Account No. 303, intangible assets, and allocated using the "Wage and Salary" allocator. *Id.* at 46.

²⁵⁸ Powerex Protest at 19.

²⁵⁹ *Id.* at 19-20.

charges to all transmission customers based upon reserved transmission capacity, including transmission customers that do not participate in the EIM and have no role in causing PacifiCorp to incur these costs. Powerex asserts that PacifiCorp's reference to vague, unsubstantiated reliability benefits does not justify assessing these costs to all transmission customers and requests that PacifiCorp be directed to allocate these costs solely to load and generation imbalances.²⁶⁰

166. Deseret is concerned that 100 percent of the EIM fees may be booked to FERC Account No. 561, which would be recovered solely through Schedule 1 of PacifiCorp's OATT. Deseret contends that the function of the EIM extends well beyond what is required to schedule and control transmission service. Deseret believes that a portion of EIM costs should be recovered based upon the capacity of EIM Participating Resources.²⁶¹

167. BPA is concerned that PacifiCorp will include start-up costs associated with metering and communication equipment necessary for EIM participation by PacifiCorp's load and resources into PacifiCorp's transmission formula rate, despite early assurances from PacifiCorp that these costs will be borne by PacifiCorp Energy. BPA argues that these capital costs should not be included in transmission rates and that PacifiCorp's transmission customers are not beneficiaries of the EIM that will be operated by CAISO.²⁶² BPA notes that third party resources that elect to participate in the EIM will have to bear these capital costs, and thus there is no basis for PacifiCorp to socialize these costs to transmission customers.

Answer

168. PacifiCorp notes that none of its transmission customers self-supply imbalance energy; thus, all of PacifiCorp's transmission customers take imbalance service from PacifiCorp under Schedules 4 and/or 9.²⁶³ Therefore, PacifiCorp states, by extension, these customers make use of EIM services. In addition, PacifiCorp states that these same customers will benefit from: (1) the qualitative benefits provided by the EIM; (2) the revenue credits generated by the EIM; and (3) the additional supply opportunities

²⁶⁰ *Id.* at 20-21.

²⁶¹ Deseret Protest at 23-24.

²⁶² BPA Comment and Protest at 6.

²⁶³ PacifiCorp Answer at 76.

provided by the EIM.²⁶⁴ According to PacifiCorp, Powerex's arguments are flawed and not consistent with cost-causation principles.

169. In response to Deseret, PacifiCorp explains that the implementation payments made by PacifiCorp to CAISO are not included in Schedule 1. PacifiCorp asserts that, while a portion of these costs may be included in PacifiCorp's annual transmission formula rate filing, customers already have a mechanism to challenge the costs that go into that filing.²⁶⁵ PacifiCorp also notes that it responded to the concerns raised by BPA in the stakeholder process and clarified that capital costs associated with metering and communications for PacifiCorp's own loads and resources will not be included in PacifiCorp's transmission rates.²⁶⁶

Commission Determination

170. We accept PacifiCorp's proposal regarding the recovery of EIM administrative fees through Schedule 1 of its OATT. The benefits of the EIM to PacifiCorp cannot be realized without incurring administrative charges from CAISO's implementation of the EIM. PacifiCorp will be submitting forecast data to CAISO on behalf of all transmission and interconnection customers, which CAISO will use to dispatch and settle its real-time market. The administrative fee for this service, charged by CAISO to PacifiCorp, is properly considered as a Scheduling, System Control and Dispatch Service and appropriately included in Schedule 1 of its OATT. Powerex's argument that the amount of the administrative charge assessed to PacifiCorp is solely related to the amount of supply and load imbalance is not accurate. Absent any imbalance, CAISO would still assess an administrative charge based upon five percent of the total gross absolute value of both supply and demand of all EIM market participants. In the case of PacifiCorp, that value would include non-participating transmission customers.²⁶⁷ Thus, even customers that do not use the EIM potentially cause PacifiCorp to incur EIM administrative charges on their behalf. Therefore, we are not persuaded by Powerex's argument.

171. We note that in the order issued concurrently in the CAISO EIM proceeding in Docket No. ER14-1386-000, the Commission has accepted CAISO's proposed EIM administrative charge as being allocated to EIM market participants. Accordingly, it is

²⁶⁴ *Id.* at 83.

²⁶⁵ *Id.* at 85.

²⁶⁶ *Id.*

²⁶⁷ *See* CAISO Tariff, proposed section 29.11(i)(2)(i) and (ii).

appropriate that PacifiCorp pass through the just and reasonable EIM administrative charge in PacifiCorp's OATT Schedule 1 as all of PacifiCorp's transmission interconnection customers cause PacifiCorp, as the EIM Entity, to incur these costs on their behalf.

172. In addition, if PacifiCorp registers its generation as an EIM Participating Resource, each resource will be directly assigned CAISO's administrative charge, which could remove a large portion of the administrative charges being flowed through under Schedule 1 of PacifiCorp's OATT. Lastly, the three administrative charges noted by Powerex relate to a one-time \$5,000 Scheduling Coordinator application fee,²⁶⁸ an additional \$500/month fee for each additional Scheduling Coordinator Identification Code,²⁶⁹ and a \$1,000/month Scheduling Coordinator Identification Code charge for each month the Scheduling Coordinator has market activity.²⁷⁰ Assuming PacifiCorp uses two Scheduling Coordinator Identification Codes (one each for PacifiCorp East and PacifiCorp West), after the initial one-time application fee, PacifiCorp would be assessed and flow through under Schedule 1, approximately \$2,500/month in Scheduling Coordinator charges. The three administrative fees that PacifiCorp proposes to pass through in Schedule 1 are fees that currently are on file with the Commission as part of CAISO's tariff. Powerex has not demonstrated that CAISO's existing tariff is unjust or unreasonable, nor has Powerex demonstrated that the three administrative fees flowing through Schedule 1 are burdensome. Therefore, Powerex's arguments that PacifiCorp has not supported its proposed flow through of these charges in Schedule 1 are unpersuasive.

173. In response to the concerns raised by BPA and Deseret, we direct PacifiCorp to identify and document each EIM-related charge in its annual transmission formula rate filing in which it proposes to collect EIM related start-up charges, to ensure that PacifiCorp is properly classifying start-up and capital costs to generation, transmission, common plant, etc. as appropriate.

²⁶⁸ PacifiCorp Transmittal Letter at 45 n.90.

²⁶⁹ *Id.* at n.91.

²⁷⁰ *Id.* at n.92.

g. Collection of CAISO Charges by PacifiCorp

Background

174. PacifiCorp proposes to sub-allocate the following CAISO charges to its transmission customers on the basis of Measured Demand: (1) flexible ramping constraint charges pursuant to proposed section 29.11(g) of CAISO's tariff;²⁷¹ (2) real-time bid cost recovery charges pursuant to proposed section 29.11(f) of CAISO's tariff;²⁷² (3) real-time congestion offset pursuant to proposed section 29.11(e)(2) of CAISO's tariff;²⁷³ and (4) real-time market neutrality and neutrality settlement charges pursuant to proposed sections 29.11(e)(3) and 29.11(e)(5) of CAISO's tariff, respectively (collectively, EIM Uplift Charges).²⁷⁴ Measured Demand consists of metered load volumes, including losses, and e-Tagged export volumes, including losses.²⁷⁵ In addition, PacifiCorp proposes to allocate CAISO charges for over- and under-scheduling load based upon the transmission customer's imbalance ratio share.

Comments

175. Deseret contends that additional clarification is needed regarding the flow through of imbalance charges in sections 8.4.1 and 8.4.2 of Attachment T.²⁷⁶ Deseret notes that the language of these sections in Attachment T contradicts its plain reading of Schedule 4. Deseret recommends that one consistent formula for calculating imbalance energy charges should be used in both Attachment T and Schedule 4 and that it would be optimal to have Attachment T simply reference Schedule 4.²⁷⁷ Deseret also contends that neither Attachment T nor Schedule 4 address how charges or payments from CAISO to PacifiCorp for energy imbalance will either flow through dollar for dollar to transmission

²⁷¹ *Id.* at 51-52 (citing Proposed OATT Attachment T, section 8.5.6).

²⁷² *Id.* at 53-54 (citing Proposed OATT Attachment T, section 8.5.5).

²⁷³ *Id.* at 52-53 (citing Proposed OATT Attachment T, section 8.5.2).

²⁷⁴ *Id.* at 52, 54 (citing Proposed OATT Attachment T, sections 8.5.1 and 8.5.4).

²⁷⁵ Proposed OATT, section 1.19C.

²⁷⁶ Deseret Comments at 10-12.

²⁷⁷ *Id.*

customers via Schedule 4 or, if there is a difference, how that difference will either be charged/credited to transmission customers or retained by PacifiCorp.²⁷⁸

176. Powerex argues that PacifiCorp's proposal to allocate CAISO load scheduling penalties based upon a transmission customer's respective "imbalance ratio share" is an undefined term and does not provide the Commission with sufficient detail to determine whether the imbalance ratio share will provide the proper incentive for accurate scheduling.²⁷⁹

177. Powerex also takes issue with PacifiCorp's proposal to allocate the EIM Uplift Charges based upon Measured Demand. Powerex notes that CAISO's flexible ramping constraint charge reflects the cost of maintaining sufficient flexible (economic fast ramping) capacity available to provide imbalance energy and these resources are compensated for the net revenues they forego.²⁸⁰ Powerex argues that PacifiCorp's proposed allocation ignores the fact that the greatest driver of flexible ramping capability is the variable output of variable energy resources; however, Powerex argues that PacifiCorp's proposal does not allocate this charge to generator imbalance contrary to cost-causation principles. Powerex requests that PacifiCorp be required to explain why the aforementioned costs are borne by Measured Demand instead of being charged to Schedule 4 and 9 customers actually receiving energy imbalance service.²⁸¹ SoCal Edison raises a similar concern to Powerex; however, SoCal Edison recognizes that its proposal to adopt the 75/25 split used by CAISO would take time to implement and SoCal Edison does not want to delay the EIM implementation date. Accordingly, SoCal Edison asks the Commission to direct PacifiCorp to implement SoCal Edison's recommendation within one year of initial EIM operation.²⁸²

178. Powerex contends that PacifiCorp's rationale that CAISO allocates bid cost recovery charges based on Measured Demand is a false equivalence in that CAISO incurs these costs as a result of centralized dispatch of the entirety of generation across multiple markets in California while the EIM will be limited to a real-time imbalance market and a subset of units serving the needs of entities that need imbalance service. Powerex

²⁷⁸ *Id.*

²⁷⁹ Powerex Protest at 40.

²⁸⁰ *Id.* at 21-22.

²⁸¹ *Id.* at 24.

²⁸² SoCal Edison Comments at 8.

requests that PacifiCorp be required to demonstrate why the allocation of EIM Bid Cost Recovery charges to all loads and exports is just and reasonable instead of allocating the costs to Schedules 4 and 9 customers.²⁸³

179. Powerex raises similar concerns and arguments with respect to PacifiCorp's proposed allocation of CAISO real-time congestion offset charges to Measured Demand.²⁸⁴ Powerex explains that CAISO's real-time congestion offset charge results from two distinct congestion events: (1) the receipt of short-term transmission revenue; and (2) the cost of performing reliability dispatch when schedules are infeasible. Powerex explains that short-term transmission revenue occurs in an LMP market when the total amount paid by consumers of real-time energy exceeds the total amounts received by real-time energy suppliers (a credit). Powerex argues that under the OATT framework, customers other than loads and exports pay for transmission service, but will not receive this credit while there may be loads and exports that will get the credit but they do not pay for transmission service (e.g., generators or a physical intermediary). Powerex notes that the second congestion event, the cost of redispatch, is allocated to native and network load under the existing OATT, and PacifiCorp has not explained the rationale for deviating from long-standing Commission policy.²⁸⁵ Powerex requests that the Commission reject PacifiCorp's assertions of reliability benefits and direct PacifiCorp to develop an allocation of real-time congestion offset charges consistent with the distinct circumstances that cause each to occur.

180. Lastly, Powerex repeats its concerns and arguments with respect to PacifiCorp's proposed allocation of real-time neutrality charges and EIM neutrality settlement charges on the basis of Measured Demand.²⁸⁶ Powerex contends that these charges relate solely to operation of the EIM and real-time imbalances of loads and generators. Accordingly, Powerex requests that the Commission reject PacifiCorp's proposed allocation and direct PacifiCorp revise its proposal to allocate these charges to transmission customers who cause imbalance costs or who otherwise receive benefits from receiving these services.

²⁸³ Powerex Protest at 26-27.

²⁸⁴ *Id.* at 27-30.

²⁸⁵ *Id.* at 29-30 (citing *NorthWestern Corp.*, 137 FERC ¶ 61,248, at P 30 (2011)).

²⁸⁶ *Id.* at 31.

Answer

181. In response to the arguments raised by Powerex and SoCal Edison regarding its proposal for allocating CAISO's flexible ramping constraint charge in a different manner than how CAISO assesses that charge to its customers, PacifiCorp again argues that its allocation reflects data limitations.²⁸⁷ In addition, PacifiCorp contends that its proposal needs to be viewed in the broader context that generators on CAISO's system pay certain charges that they would not have to pay on PacifiCorp's system and vice versa. Thus, for initial implementation purposes, PacifiCorp believes that its proposed allocation of CAISO's flexible ramping constraint using Measured Demand is reasonable and that any future changes to the allocation are best left to the stakeholder process after PacifiCorp has more data.²⁸⁸

182. PacifiCorp notes that Deseret offered constructive suggestions to revise sections 8.4.1 and 8.4.2, and offers to revise sections 8.4.1 and 8.4.2 to clarify how each customer will be assessed for over- and under-scheduling charges and to define the term "imbalance ratio share," as noted by Powerex.²⁸⁹ In addition, PacifiCorp clarifies that PacifiCorp Energy will be a transmission customer under Schedules 4 and 9 and will be allocated a share of EIM imbalance charges and penalties in the same manner as all the other PacifiCorp transmission customers.²⁹⁰ PacifiCorp also states that there is no contradiction between sections 8.4.1 and 8.4.2 with Schedule 4 as contended by Deseret. PacifiCorp explains that the sections and Schedule 4 use the same set of data and that no further clarification is required.

183. PacifiCorp argues that Powerex's concerns regarding allocating the EIM Uplift Charges on the basis of Measured Demand is based upon the incorrect assumption that certain customers do not take imbalance service and thus do not benefit from the EIM. PacifiCorp asserts that Measured Demand is appropriate at the initiation of a new market and that actual operational experience may show that certain charges are material and could be compounded by certain market participants, at which time it may be appropriate to revise PacifiCorp's proposed allocation of the EIM Uplift Charges.²⁹¹

²⁸⁷ PacifiCorp Answer at 80.

²⁸⁸ *Id.* at 82.

²⁸⁹ *Id.* at 78-79.

²⁹⁰ *Id.* at 79-80.

²⁹¹ *Id.*

Commission Determination

184. We agree with PacifiCorp that Powerex's argument against the use of Measured Demand to allocate these charges is based upon the faulty reasoning that the EIM proposal is nothing more than a more complicated way to provide imbalance service under Schedules 4 and 9 of PacifiCorp's OATT. The reality of the EIM is that it will extend CAISO's security-constrained economic dispatch to PacifiCorp's BAAs, which is analogous to CAISO's operation of its BAA, whereby load and supply is balanced on a least cost basis along with resolving transmission congestion. The charges that CAISO will be assessing to PacifiCorp are an integral part of CAISO's security-constrained economic dispatch. Accordingly, it is reasonable for PacifiCorp to allocate the aforementioned charges on the same basis as CAISO, i.e., Measured Demand. With respect to the flexible ramping constraint charge, the Commission accepts PacifiCorp's rationale that it does not currently have the data to allocate that charge in the same manner as CAISO. However, we do agree that PacifiCorp should look into this issue as it gains experience with the EIM. Accordingly, we direct PacifiCorp to submit a report to the Commission 15 months after the commencement of the EIM analyzing whether continued use of the Measured Demand allocation is appropriate for the flexible ramping constraint charge and whether it now has sufficient operational data to use the 75/25 allocation factor used by CAISO.

185. In addition, we direct PacifiCorp to submit a compliance filing revising sections 8.4.1 and 8.4.2 within 30 days after the date of issuance of this order as proposed by PacifiCorp in its answer. We find that PacifiCorp's proposed change clarifies how each transmission customer will be allocated over- and under-scheduling charges.

h. Scheduling Timelines

Background

186. PacifiCorp's transmission customers will be required to submit forecast data (schedules) to PacifiCorp as the EIM Entity, which will be provided to CAISO as the market operator so that CAISO can model and account for expected load, generation, imports, and exports during the operating hour. The forecast data will be used as the baseline to measure imbalance energy for purposes of settling EIM transactions.²⁹²

²⁹² PacifiCorp Transmittal Letter at 28.

Comments

187. Deseret argues that the timeframe for submitting schedules into the EIM will increase costs to Schedule 4 and 9 transmission customers.²⁹³ According to Deseret, the current scheduling practice on average uses load and resource forecasts that are no worse than 55 minutes old and at best, 32.5 minutes old.²⁹⁴ While the EIM Business Practice has yet to be developed, Deseret understands that load and resource forecasts will stretch to 90 minutes old (based upon a requirement to submit schedules 55 minutes prior to the operating hour (T-55)), which will expose transmission customers to additional cost risks.²⁹⁵ Deseret argues that, to the extent a transmission customer's load forecast varies after T-55, the transmission customer has two choices—it can leave its load/resource forecast unchanged and pay/receive the difference between its base T-55 schedule and its metered load at the Load Aggregation Point price or it can adjust its resource and interchange schedules using PacifiCorp's Business Practice #48 (Intra-Hour Transmission Scheduling) to better match its updated forecast and then pay/receive the difference between its T-55 base schedule and its metered load at the Load Aggregation Point price and receive/pay the difference between its T-55 base schedule and its metered generation at the LMP generation (or interchange) node.²⁹⁶ Deseret argues that either choice increases its cost risk to manage energy imbalances due to the effects of congestion, the potential price spread between the Load Aggregation Point and LMP price, and the lack of tools to mitigate that price spread.²⁹⁷

188. BPA also is concerned that the EIM scheduling timelines will create less accurate load and resource schedules than the current practice. BPA states that, while PacifiCorp's EIM proposal will allow for 15-minute scheduling, the schedules that will be used for determining imbalances (and settlements) under Schedules 4 and 9 will be forecasts provided by transmission customers 75 minutes before the operating hour and the load schedules provided by CAISO 55 minutes before the operating hour.²⁹⁸ BPA argues that changing the scheduling timeline from 20 minutes to 75 minutes or

²⁹³ Deseret Comments at 17-19.

²⁹⁴ *Id.* at 18.

²⁹⁵ *Id.*

²⁹⁶ *Id.* at 18-19.

²⁹⁷ *Id.* at 19.

²⁹⁸ BPA Comment and Protest at 7.

55 minutes significantly increases imbalances and requires more capacity, which imposes more costs on transmission customers.²⁹⁹ BPA suggests that more thought be given to using a different set of schedules for determining imbalance charges.³⁰⁰

Answers

189. PacifiCorp notes that the timelines required by CAISO and PacifiCorp are necessary for CAISO's security-constrained economic dispatch to perform all the necessary complex calculations to accurately estimate operations for the operating hour. PacifiCorp asserts that maintaining the existing 20-minute scheduling timeline is simply not workable in either CAISO's real-time energy imbalance market or CAISO's 15-minute market.³⁰¹ PacifiCorp contends that transmission customers have several options available to minimize imbalance risks such as: (1) adjusting imports and/or exports in anticipation of real-time changes in load (including on a 15-minute basis, which is available on both CAISO's and PacifiCorp's transmission systems); (2) adjusting generation, which would result in resource imbalance but could offset impacts of load imbalance; and (3) participating in the EIM to offset imbalances.³⁰²

190. In response to Deseret's concerns that the scheduling timelines would increase rather than reduce the cost of scheduling imbalance energy, CAISO agrees that the timeframe for Deseret to revise its schedule would be reduced, but asserts this is a necessary consequence of the operation of the 15-minute market run, which will provide countervailing benefits.³⁰³ CAISO notes that its 15-minute market will economically reschedule the entire system, thus ensuring that expected system conditions are met with the most efficient resources. CAISO states that the Commission has recognized the overall advantages provided by the 15-minute market and determined CAISO's approach to be just and reasonable.³⁰⁴

²⁹⁹ *Id.*

³⁰⁰ *Id.*

³⁰¹ PacifiCorp Answer at 75.

³⁰² *Id.* at 76.

³⁰³ CAISO Answer at 10.

³⁰⁴ *Id.* at 9 (citing *Cal. Indep. Sys. Operator Corp.*, 146 FERC ¶ 61,204, at PP 53-54 (2014)).

Commission Determination

191. As previously noted, we find that PacifiCorp's filing and the EIM Benefits Study adequately demonstrate that the EIM will provide both quantitative and qualitative benefits to PacifiCorp's customers. Accordingly, in order to realize those benefits, PacifiCorp and by extension, its transmission customers, must submit forecast data consistent with the timelines established by CAISO in order for CAISO to run its security-constrained economic dispatch. These are the same timelines applicable to supply resources in CAISO's real-time market. Thus, we find that PacifiCorp's proposal is just and reasonable and we therefore accept it. Neither Deseret nor BPA have demonstrated that maintaining the status quo is a workable option for EIM forecasts in the EIM.

i. EIM Market Suspension

Background

192. Under proposed section 10 of Attachment T, PacifiCorp would have authority to suspend its participation in the EIM (by requesting that CAISO prevent EIM Transfers, separate the PacifiCorp BAAs from EIM operations, and suspend settlement of EIM charges with respect to PacifiCorp, and then reverting to the currently-effective versions of Schedules 4 and 9) if, during the initial 12 months of EIM operation, PacifiCorp determines, after consultation with CAISO and CAISO's Department of Market Monitoring, that there exist market design flaws that could be effectively remedied by rule or tariff changes.³⁰⁵

Comments

193. While CAISO supports PacifiCorp's proposal as a prudent safeguard against unforeseen consequences,³⁰⁶ PG&E and SoCal Edison argue that PacifiCorp should not have the ability to unilaterally suspend EIM pricing and settlement except for reliability.³⁰⁷ SoCal Edison submits that PacifiCorp should be required to obtain CAISO

³⁰⁵ PacifiCorp Transmittal Letter at 61-64. PacifiCorp may also take corrective actions if: (1) CAISO temporarily suspends the EIM; (2) PacifiCorp has submitted notice that it is terminating its participation in the EIM; or (3) operational circumstances are causing abnormal system conditions or communications between CAISO and PacifiCorp have been disrupted.

³⁰⁶ CAISO Comments at 7-8.

³⁰⁷ SoCal Edison Comments at 8; PG&E Comments at 3-5.

and the Department of Market Monitoring's concurrence before implementing this procedure, while PG&E requests outright rejection of the provision. PG&E asserts that PacifiCorp "should not be permitted to temporarily opt out of dispatch and settlement through the EIM if it does not like the market results, without proper review and approval by the Commission that temporary withdrawal is appropriate."³⁰⁸ PG&E further argues that PacifiCorp should be satisfied that CAISO and the Department of Market Monitoring will act decisively if market issues arise, and that EIM Entities are also protected by FPA 206 rights and the ability to leave the EIM on six months' notice.

Answer

194. PacifiCorp asserts that its proposal does not give it the option to suspend participation in the EIM due to high prices that are justified by the present market conditions, but rather will permit PacifiCorp to protect its customers from inefficient prices directly resulting from the exploitation of a market design flaw.³⁰⁹ PacifiCorp points to two recent occasions where CAISO made filings with the Commission to correct market design flaws that resulted in strategic bidding, in Docket No. ER11-4580-000, or the exercise of market power, in Docket No. ER12-2539-000, and notes that CAISO had no mechanism to mitigate the costs related to these design flaws pending acceptance of these filings by the Commission.³¹⁰ PacifiCorp also asserts that, contrary to PG&E's assertions, the ability to file a complaint pursuant to section 206 of the FPA will not adequately protect its customers, because the Commission provides only prospective relief for issues of rate design.³¹¹ Likewise, PacifiCorp argues that exiting the EIM should be reserved as a permanent, final action and does not provide an appropriate solution for a correctable design flaw.³¹²

195. PacifiCorp concedes, however, that it could only take corrective action in response to a market design flaw with the *concurrence* of CAISO and CAISO's Department of Market Monitoring, and agrees that the modifications to proposed section 10.3 of

³⁰⁸ PG&E Comments at 5.

³⁰⁹ PacifiCorp Answer at 100.

³¹⁰ *Id.* at 100-101.

³¹¹ *Id.* at 102 (citing *Black Oak Energy, L.L.C. v. PJM Interconnection, L.L.C.*, 139 FERC ¶ 61,111, at P 40 (2012)).

³¹² *Id.* at 103.

Attachment T suggested by SoCal Edison present a reasonable compromise.³¹³ PacifiCorp states that it will make these revisions if directed by the Commission.

Commission Determination

196. We reject PacifiCorp's proposal to unilaterally suspend its participation in the EIM due to a market design flaw and direct PacifiCorp to make a compliance filing, within 30 days after the date of issuance of this order to remove proposed section 10.3(3) of Attachment T. While the Commission has permitted market operators to take corrective actions to protect against market design flaws for limited periods at the start of a new market,³¹⁴ it is not appropriate for a market participant that joins an existing market to have the authority to suspend its participation in that market if the market participant detects a market design flaw during the first year of participation.

197. Additionally, PacifiCorp has not demonstrated that this provision is necessary. We appreciate PacifiCorp's concerns regarding protecting its customers, but it has other options at its disposal to remedy a market design flaw in addition to the ability to leave the EIM on six months' notice. For instance, if PacifiCorp detects a market design flaw and brings that flaw to the attention of CAISO and its Department of Market Monitoring, PacifiCorp need not sit idly by and wait for CAISO to file a tariff change correcting the market design flaw. PacifiCorp could file a request for waiver of the EIM tariff provisions and seek Commission authorization to separate from the EIM pending implementation of tariff revisions addressing the design flaw. The Commission has previously granted limited, one-time waivers of tariff provisions in order to remedy

³¹³ *Id.* at 103-104.

³¹⁴ See *New York Indep. Sys. Operator, Inc.*, 88 FERC ¶ 61,228, at 61,754-61,755 (1999) (authorizing the New York Independent System Operator, Inc. to take certain emergency corrective actions to address "unintended design flaws which may require immediate corrective actions" during initial operation of its market); *Midwest Indep. Transmission Sys. Operator, Inc.*, 108 FERC ¶ 61,163, at P 58, *order on reh'g*, 109 FERC 61,157, at PP 70-80 (2004), *order on reh'g and order on proof*, 111 FERC ¶ 61,448 (2005), *order on reh'g and compliance*, 113 FERC ¶ 61,081 (2005) (requiring Midwest Independent Transmission System Operator, Inc. to file a plan to cutover to decentralized power system operations in the event of an operational failure in connection with the filing of its open access transmission and energy markets tariff); *Southwest Power Pool, Inc.*, 144 FERC ¶ 61,224, at P 403 (2013) (approving a reversion plan in connection with SPP's Integrated Marketplace, which permitted SPP to revert operations to the original Energy Imbalance Service market during a 10-30 day window after the market launch).

concrete problems.³¹⁵ Permitting PacifiCorp to unilaterally suspend its participation in the EIM without Commission approval, however, would exceed the rights appropriately afforded to market participants. Accordingly, we reject PacifiCorp's unsupported section 10.3(3) of Attachment T.

4. Market Power Mitigation

Background

198. PacifiCorp has not proposed any revisions to its OATT related to market power mitigation under the EIM. However, by participating in the EIM, PacifiCorp will be subject to CAISO's market monitoring and mitigation protocols.³¹⁶ CAISO's Department of Market Monitoring will provide market monitoring services for the participation of EIM market participants such as PacifiCorp in the real-time market. In addition, CAISO will apply market power mitigation to the participation of EIM market participants in the real-time market. As explained by CAISO in its filing in Docket No. ER14-1386-000, the market power mitigation procedures will be essentially the same as the current market rules, but CAISO will apply them separately to transmission constraints within each EIM Entity BAA. However, CAISO is not proposing to apply market power mitigation to transmission constraints limiting EIM Transfers into an EIM Entity BAA with the implementation of EIM.³¹⁷

Comments

199. Deseret notes that there are multiple factors that initially indicate that the PacifiCorp East and PacifiCorp West BAAs may not be competitive.³¹⁸ Accordingly, Deseret requests that, absent a showing by PacifiCorp of a workably competitive market, the Commission should require that market-wide mitigation measures be imposed on EIM Participating Resources in PacifiCorp East and PacifiCorp West regardless of congestion.³¹⁹ In the alternative, Deseret argues that PacifiCorp's proposal should be

³¹⁵ See, e.g., *ISO New England Inc.*, 117 FERC ¶ 61,171, at P 21 (2006); *PJM Interconnection, L.L.C.*, 135 FERC ¶ 61,069, at P 8 (2011).

³¹⁶ See CAISO Transmittal Letter, Docket No. ER14-1386-000 (Feb. 28, 2014) at 40.

³¹⁷ *Id.*

³¹⁸ Deseret Comments at 20.

³¹⁹ *Id.* at 22.

modified to permit a transmission customer to retain the existing Schedule 4 and 9 pricing (hourly proxy and three pricing tiers) with an annual election or require PacifiCorp to offer a net imbalance rate cap by month or year.³²⁰ The rate cap could be based upon a formula price or index such as currently used for imbalance energy.

200. Deseret also raises another market power concern. Deseret contends that any difference between CAISO's load forecast and the aggregate load forecasts of the BAA's transmission customers will be filled by PacifiCorp's merchant entity.³²¹ Deseret argues that if this is the actual role that PacifiCorp's merchant entity will perform under the OATT, then that role should be incorporated in the OATT. In addition, Deseret asserts that if PacifiCorp's merchant entity is performing this stopgap function, then it will presumably be able to view the load forecasts of other transmission customers and this access to non-public information could inform PacifiCorp's merchant entity's bidding strategy and raise Standards of Conduct concerns.³²² Deseret believes that CAISO's market monitoring unit should monitor this situation for potential abuse.

201. BPA requests that the Commission put in place appropriate market power mitigation measures on day one of EIM.³²³ BPA raised the same issue in CAISO's EIM filing in Docket No. ER14-1386-000. BPA contends that all the factors point to PacifiCorp having market power in its respective BAAs, particularly PacifiCorp East, and that mitigation measures are needed beginning on day one of the EIM to protect transmission customers from higher, potentially anticompetitive imbalance energy prices.³²⁴

Answer

202. PacifiCorp argues that market oversight and mitigation of market power are important elements of the EIM and that those issues should be addressed in CAISO's filing in Docket No. ER14-1386-000.³²⁵ In addition, in response to Deseret's concern that PacifiCorp Energy will have sensitive market information, PacifiCorp states that

³²⁰ *Id.*

³²¹ *Id.* at 12-13.

³²² *Id.* at 13.

³²³ BPA Comment and Protest at 24.

³²⁴ *Id.* at 25.

³²⁵ PacifiCorp Answer at 112.

PacifiCorp Energy will not have access to the load forecasts of non-PacifiCorp transmission customers.³²⁶ PacifiCorp notes that PacifiCorp Energy will receive CAISO's load forecast for PacifiCorp's BAAs each hour and the amount needed to balance each hour; however, CAISO will not be supplying load forecasts for specific load-serving entities within PacifiCorp's BAAs in any given period.

203. Finally, with respect to Deseret's Standards of Conduct concerns, PacifiCorp notes that staff for the PacifiCorp EIM Entity will consist of personnel from PacifiCorp's grid operations and transmission services departments and will be treated as transmission function employees as appropriate. PacifiCorp affirms that these employees will treat customer information obtained in accordance with the Standards of Conduct as they do today, including with regard to separation from PacifiCorp Energy's marketing function employees.³²⁷ Moreover, PacifiCorp notes that it has included in section 9.1 to Attachment T an ongoing obligation to comply with the Standards of Conduct.

Commission Determination

204. We agree with PacifiCorp that market power mitigation and market monitoring are more appropriately addressed in CAISO's EIM filing in Docket No. ER14-1386-000, and note that the Commission is concurrently issuing an order in that proceeding addressing these issues.

205. PacifiCorp currently has general market-based rate authority, which includes authorization to sell energy and ancillary services at market-based rates within its two BAAs. PacifiCorp originally was granted market-based rate authority in Docket No. ER97-2801-000.³²⁸ The Commission accepted PacifiCorp's June 2010 triennial filing by order issued June 29, 2011.³²⁹ In that letter order, the Commission found in pertinent part that PacifiCorp passed the screens in the PacifiCorp West BAA but failed the screens in the PacifiCorp East BAA; however, the Commission analyzed the delivered price test submitted by PacifiCorp for PacifiCorp East and determined that PacifiCorp satisfied the Commission's market-based rate requirements. PacifiCorp currently has pending its triennial update filed in June 2013 in Docket No. ER10-3246-

³²⁶ *Id.* at 94.

³²⁷ *Id.*

³²⁸ *PacifiCorp*, 79 FERC ¶ 61,383 (1997).

³²⁹ *PacifiCorp*, Docket No. ER97-2801-030, *et al.* (June 29, 2011) (unpublished letter order accepting updated market power analysis and notice of change in status).

002 and a more recent change in status filing in Docket No. ER10-3246-003 for the recently completed MidAmerican Energy Holding Company acquisition of NV Energy, Inc. and its public utility subsidiaries.³³⁰

206. The Commission determines whether to grant a seller market-based rates based upon the facts presented to the Commission in the application and the applicant passing the applicable market-based screens established by the Commission. Pursuant to section 35.42 of the Commission's regulations,³³¹ a market-based rate seller must timely report to the Commission any change in status that would reflect a departure from the characteristics the Commission relied upon in granting market-based rate authority. As such, because the EIM will be a new relevant geographic market for market power purposes, PacifiCorp is required to make a market-based rate change of status filing within nine months of the launch of the EIM market so that the Commission can assess whether PacifiCorp has market power in the EIM.³³²

207. In the order on CAISO's EIM proposal issued concurrently in Docket No. ER14-1386-000, we are imposing a requirement that CAISO provide the Commission with informational status reports every six months for two years following the launch of the EIM on the presence of market power at the interties. Information in these reports may be used by the Commission to launch an FPA section 206 investigation to address market power problems at the interties. In addition, we note in the concurrent CAISO EIM order that CAISO may file with the Commission to implement EIM intertie mitigation if it believes, and can demonstrate, that such mitigation is warranted.

208. As previously discussed, we reject Deseret's request to maintain the existing Schedules 4 and 9 pricing or to implement a cap on the rates that PacifiCorp may collect for those schedules. Moreover, we disagree with Deseret that a potential Standards of Conduct violation exists with respect to PacifiCorp Energy's receipt of CAISO's load forecast for each BAA. As explained by PacifiCorp, the information will not be disaggregated to contain each load-serving entity's data; thus, PacifiCorp Energy will not see confidential customer data. In addition, as also noted above, PacifiCorp has added, to section 9.1 of Attachment T of its EIM proposal, the ongoing obligation that the EIM

³³⁰ See *Silver Merger Sub, Inc.*, 145 FERC ¶ 61,261 (2013).

³³¹ 18 C.F.R. § 35.42 (2013).

³³² The Commission believes that nine months after the launch of the EIM is an appropriate length of time for the submission of this market power study because it is unlikely that there will be sufficient data available to perform a study on this market until that time.

Entity will continue to abide by the Standards of Conduct. Failure by PacifiCorp, as the EIM Entity, to abide by the Standards of Conduct would be a violation of its OATT and could result in a Commission enforcement action.

5. Dispute Resolution

Background

209. PacifiCorp proposes to add a new section 12.4A (EIM Disputes) to its existing OATT section 12.4 to address disputes that may arise in the administration and settlement of charges under the EIM. According to PacifiCorp, disputes will be handled under either PacifiCorp's OATT or CAISO's tariff based on which entity's actions are being challenged.³³³ Specifically, disputes between PacifiCorp and a transmission or interconnection customer related to the allocation of charges or payments from CAISO will be subject to the existing dispute resolution procedures in section 12 PacifiCorp's OATT, while disputes between CAISO and either PacifiCorp or a PacifiCorp EIM Participating Resource Scheduling Coordinator will be resolved according to the dispute resolution procedures in section 29.13 of CAISO's tariff.³³⁴ To the extent that a dispute arises regarding a CAISO charge or payment that PacifiCorp then charges or pays to a transmission or interconnection customer, the customer can provide notice that it wants PacifiCorp to raise a dispute with CAISO on its behalf, and the dispute will be resolved under CAISO's tariff.³³⁵

Comments

210. SoCal Edison argues that there is a disconnect between CAISO's settlement dispute procedures and PacifiCorp's dispute resolution procedures with regards to non-participating resources that nonetheless will be assessed charges under the EIM.³³⁶ SoCal Edison requests that the Commission direct PacifiCorp to make changes to its OATT, perhaps in coordination with CAISO, to ensure a workable dispute resolution process.

211. Xcel requests that with respect to the dispute resolution procedures, a method should be adopted that will inform other EIM Entity BAAs that an EIM dispute has been

³³³ PacifiCorp Transmittal Letter at 58.

³³⁴ Proposed OATT, section 12.4A.

³³⁵ *Id.*, section 12.4A.4.

³³⁶ SoCal Edison Comments at 9.

resolved so that the issue leading to the dispute can be avoided or mitigated in other EIM Entity BAAs.³³⁷ Xcel notes that other regional markets do not experience this issue as their dispute resolution procedures pertain throughout the market rather than to each BAA.

Answer

212. PacifiCorp responds that it has raised concerns on behalf of its customers during CAISO's EIM stakeholder process (and in comments on CAISO's EIM filing in Docket No. ER14-1386-000) that CAISO's timeline for issuing settlement data will leave little to no time for PacifiCorp's transmission customers to analyze the settlement statements that they receive from PacifiCorp and request that PacifiCorp bring a dispute to CAISO on their behalf.³³⁸ PacifiCorp notes that CAISO has not accepted PacifiCorp's proposal to extend the period for raising disputes, which leaves PacifiCorp's customers in the position to have to rely upon preliminary settlement data issued by CAISO as the basis for requesting that PacifiCorp dispute a charge on their behalf.³³⁹ With respect to the concerns raised by Xcel, PacifiCorp commits to post the information requested by Xcel and will reflect this commitment in the EIM Business Practice.³⁴⁰

Commission Determination

213. We accept proposed section 12.4A of the PacifiCorp OATT. We recognize that, upon EIM implementation, the possibility exists that PacifiCorp's transmission customers will have very little time to review the charges that they are assessed from PacifiCorp by CAISO, thereby limiting their ability to request that PacifiCorp dispute a charge with CAISO on their behalf. As noted by PacifiCorp, its transmission customers will have preliminary settlement data from CAISO in enough time that will permit transmission customers to request that PacifiCorp bring a dispute to CAISO on their behalf. We do not find the use of preliminary data to be ideal as the data is subject to change in final form thereby leading to the filing of needless disputes or worse, failure to raise a legitimate dispute if the final settlement data differs from the preliminary data. However,

³³⁷ Xcel Comments at 4.

³³⁸ PacifiCorp Answer at 95-97.

³³⁹ Unless a PacifiCorp customer signs up with CAISO to become an EIM market participant, that customer will not have a contractual relationship with CAISO to bring a dispute and must rely upon PacifiCorp to raise the dispute on their behalf. *Id.* at 95-96.

³⁴⁰ *Id.* at 98.

while the timeframe to review final settlement data will be very compressed, neither SoCal Edison nor PacifiCorp state that they will be unable to review the final settlement data and bring a dispute, if needed. Moreover, in response to PacifiCorp's concerns raised in CAISO's EIM filing in Docket No. ER14-1386-000, CAISO states that it "will be mindful of the concerns of EIM Market Participants and monitor the circumstances accordingly."³⁴¹ Accordingly, we will not direct PacifiCorp to modify its dispute resolution procedures, but we expect that if a problem does arise, PacifiCorp and CAISO will address the situation expeditiously and file appropriate tariff language with the Commission.

6. Seams Issues

a. Unscheduled Flow Mitigation

Background

214. PacifiCorp proposes to use a dynamic e-Tag to implement EIM Transfers across the interface between BAAs.³⁴² The e-Tag will be submitted in the pre-schedule window when e-Tag curtailments take place and will include an estimated amount of energy for the energy profile, which is necessary to be compatible with WECC's unscheduled flow mitigation procedures. The e-Tag will have the same curtailment priority as the underlying firm transmission reservation and if necessary, will be curtailed on a pro-rata basis with other firm transmission rights. PacifiCorp notes that EIM Transfers within the BAA will not be e-Tagged.³⁴³

Comments

215. Tri-State is concerned that CAISO's and PacifiCorp's EIM filings will exacerbate the ongoing problems Tri-State is experiencing with unscheduled flow curtailments. Tri-State argues that there are a series of problems with the tagging and netting procedures to be used in the EIM that suggest that the EIM will result in discriminatory curtailments that will make the WECC curtailment problems that Tri-State previously brought before the Commission worse.³⁴⁴ Tri-State notes that CAISO and PacifiCorp only intend to tag

³⁴¹ CAISO Answer, Docket No. ER14-1386-000 (April 15, 2014) at 48.

³⁴² PacifiCorp Transmittal Letter at 40.

³⁴³ *Id.* at 41.

³⁴⁴ Tri-State Protest at 6.

the net EIM transactions that will occur between the two BAAs.³⁴⁵ Tri-State argues that the problem with only tagging net EIM transactions is that the actual generation source and specific sink for each EIM transaction will not be identified and the actual impact on unscheduled flow relative to non-EIM interchange transactions will not be accurately represented on the tags.³⁴⁶ Moreover, Tri-State asserts that because PacifiCorp is not proposing to tag intra-BAA transfers, these transfers essentially will not be curtailed under WECC unscheduled flow procedures while firm tagged non-EIM transactions will remain subject to curtailment.³⁴⁷ Tri-State argues that CAISO and PacifiCorp are effectively hiding a large amount of EIM transactions from curtailments under WECC's Unscheduled Flow Mitigation Plan, which Tri-State argues is discriminatory versus similar transactions that are appropriately tagged.³⁴⁸ Tri-State contends that the problem of unscheduled flow curtailments must be addressed in PacifiCorp's and CAISO's EIM proceedings and not in an unrelated WECC proceeding involving unscheduled flow mitigation procedures.³⁴⁹

Answer

216. PacifiCorp argues that Tri-State's concerns are misplaced. PacifiCorp acknowledges that operational issues associated with dynamic e-Tags may exist in WECC's Unscheduled Flow Mitigation Plan, but asserts that those issues are not a product of EIM implementation or unique to the EIM and do not require a solution other than one that would be applicable to all dynamic e-Tags in WECC.³⁵⁰ With respect to Tri-State's concerns that PacifiCorp is not e-Tagging intra-BAA EIM transactions, PacifiCorp notes that WECC's Unscheduled Flow Mitigation Plan only requires e-Tagging of schedules on "qualified paths" and that PacifiCorp does not have *any* qualified paths within its BAAs.³⁵¹

³⁴⁵ *Id.*

³⁴⁶ *Id.* at 7.

³⁴⁷ *Id.*

³⁴⁸ *Id.* at 8.

³⁴⁹ *Id.* at 9.

³⁵⁰ PacifiCorp Answer at 73.

³⁵¹ *Id.* at 74.

Commission Determination

217. We dismiss Tri-State's concerns as beyond the scope of this proceeding. PacifiCorp's proposal to use dynamic e-Tags with the same curtailment priority as the underlying transmission service reservations is consistent with the existing WECC Unscheduled Flow Mitigation Plan and will ensure that curtailments of EIM schedules over qualified paths are implemented based on transmission service priority. Tri-State's concerns that the EIM will exacerbate ongoing unscheduled flow curtailments are speculative. The Commission recently accepted the revised WECC Unscheduled Flow Mitigation Plan submitted by PacifiCorp on behalf of the filing parties and supported by Tri-State.³⁵² The Commission directed the filing parties to submit an informational report within one year of implementation of the revised WECC Unscheduled Flow Mitigation Plan.³⁵³ While the informational report will not be noticed nor require Commission action, the Commission will have a more complete picture of curtailments in the WECC after some experience with the EIM and WECC's Unscheduled Flow Mitigation Plan.

b. Preserving Transmission Rights

Background

218. As previously noted, PacifiCorp is proposing that EIM Transfers will be effectuated by transmission customers voluntarily offering their firm transmission rights to be used for the EIM. According to PacifiCorp, its proposal ensures that the transmission rights of other transmission customers for these transmission facilities are not used and that usage can be curtailed through the e-Tag.³⁵⁴

Comments

219. Redding requests that the Commission ensure that EIM Transfers will not negatively impact transmission rights and facilities of non-EIM market entities. Redding argues that PacifiCorp's filing never makes clear that transmission customers will be precluded from submitting EIM bids that would exceed EIM transmission rights.³⁵⁵ Redding also is concerned that the EIM will devalue Redding's transmission rights on

³⁵² See *PacifiCorp*, 147 FERC ¶ 61,131, at PP 16-17 (2014).

³⁵³ *Id.* P 20.

³⁵⁴ PacifiCorp Transmittal Letter at 40.

³⁵⁵ Redding Comments at 8.

BPA's system through a reduction in non-firm transmission revenue which is used to offset BPA's revenue requirement, and will put new stresses on BPA's transmission system as BPA tries to integrate large volumes of wind generation.³⁵⁶

220. TANC also expresses concerns that the EIM will result in adverse impacts to non-EIM participants' transmission rights and facilities. TANC requests that the Commission require that PacifiCorp and CAISO study potential adverse impacts on other transmission rights holders on the California-Oregon Intertie and, if impacts are identified, require PacifiCorp and CAISO to enter into mitigation agreements or take mitigation measures to address the adverse impact.³⁵⁷ TANC requests that this process also be applied to any expansion of the EIM or additional transmission capacity being assigned to the EIM.³⁵⁸

221. Iberdrola argues that it holds significant transmission rights across the California-Oregon Intertie and does not believe that the EIM will unduly harm those existing transmission rights.³⁵⁹

222. Deseret argues that PacifiCorp's proposal is unclear as to how transmission customers that do not take service under PacifiCorp's OATT (grandfathered customers) will be treated under the EIM as PacifiCorp intends to treat all load-serving entities in each BAA as part of Measured and Metered Demand as those terms are used in PacifiCorp's proposal for purposes of allocating charges and credits.³⁶⁰ Deseret requests that the Commission direct PacifiCorp to modify its definitions to expressly describe the load, resources, and customers that it expects to be included under the provisions of the EIM.

223. Powerex argues that PacifiCorp's filing fails to contain enough information to permit the Commission to determine the scope and effects of PacifiCorp's transmission use proposal on existing transmission customers.³⁶¹ Powerex notes that PacifiCorp's filing does not address the priority that EIM flows will have under the OATT relative to

³⁵⁶ *Id.* at 11.

³⁵⁷ TANC Comments at 10-11.

³⁵⁸ *Id.* at 13.

³⁵⁹ Iberdrola Comments at 6.

³⁶⁰ Deseret Comments at 5.

³⁶¹ Powerex Protest at 59-60.

other users of the grid.³⁶² Powerex believes that PacifiCorp should be required to address in a subsequent filing, if implementation of the EIM will result in a change in OATT curtailment and if so, PacifiCorp must propose amendments to its OATT as necessary and demonstrate to the Commission that the changes are consistent with or superior to the *pro forma* OATT.³⁶³

Answers

224. PacifiCorp argues that it has put in place safeguards that will preserve third-party transmission rights. PacifiCorp notes that the amount of transmission capacity that will be used for EIM Transfers comes from an existing transmission customer voluntarily offering its existing rights for the EIM. In addition, PacifiCorp will use an e-Tag to implement the EIM Transfer. The e-Tag will be pre-scheduled so that it is subject to curtailment just as other transmission rights utilizing an e-Tag will be curtailed. According to PacifiCorp, its proposal will ensure that EIM Transfers will be limited to existing firm transmission rights offered to the EIM and not the rights of other customers.³⁶⁴

225. PacifiCorp notes that any amount of transfer capability made available for EIM Transfers is indicated in the applicable e-Tag, which includes a reservation number associated with the underlying transferred transmission rights. PacifiCorp states that its scheduling system will reject any e-Tag that attempts to identify more transmission rights than are associated with the reservation number used in the e-Tag.³⁶⁵ As an additional protection, the amount of the transfer capability in the e-Tag is programmed into CAISO's EIM model that controls dispatch amounts as a cap, which the model cannot exceed.

226. PacifiCorp asserts that PacifiCorp Energy does not intend to use firm transmission rights that PacifiCorp Energy has acquired from BPA for EIM implementation and states that it would be required to work with BPA if it intends to do so.³⁶⁶ In addition, PacifiCorp clarifies that PacifiCorp Energy will use firm point-to-point rights purchased from BPA to deliver PacifiCorp Energy's resources (and only PacifiCorp Energy's

³⁶² *Id.* at 74.

³⁶³ *Id.* at 75.

³⁶⁴ PacifiCorp Answer at 16.

³⁶⁵ *Id.*

³⁶⁶ *Id.* at 18.

resources) to PacifiCorp's transmission system.³⁶⁷ PacifiCorp dismisses TANC's concerns that the EIM will change transmission flows and prices and must be studied as hyperbole. PacifiCorp concludes that the existing scheduling system and model used by CAISO to administer the EIM does not allow for the dispatch of EIM Participating Resources in excess of the transmission rights that are made available for EIM Transfers, so there can be no encroachment of other transmission customers' rights under any circumstances.³⁶⁸

227. With respect to transmission availability over PacifiCorp's internal transmission system, PacifiCorp notes that the security-constrained economic dispatch model will not order an EIM dispatch over an internal transmission path that is constrained or congested either prior to the operating hour based upon forecast information or in real-time.³⁶⁹ PacifiCorp states that the EIM design avoids curtailments through the incorporation of future transmission constraints and system configurations in the security-constrained economic dispatch model and, during real-time, through the refreshing of real-time transmission information. Accordingly, PacifiCorp concludes that its proposal to use as-available transmission for EIM dispatch within PacifiCorp East and PacifiCorp West will not result in the diminution of the existing transmission rights of transmission customers.

228. CAISO responds that concerns raised by commenters that operation of the EIM will adversely impact commenters' transmission rights demonstrates either that commenters do not understand the operation of CAISO's security-constrained economic dispatch in the real-time market or that commenters believe that CAISO will not manage EIM Transfer limits in a manner similar to the manner in which CAISO manages internal constraints on its system.³⁷⁰ CAISO notes that the EIM will model the EIM Transfer limits as additional constraints in the network model and that these additional constraints will be enforced and can bind, thereby restricting EIM Transfers to the available limit regardless of the amount of lower cost generation on the other side of the constraint. CAISO concludes that the security-constrained dispatch will not allow EIM Transfers to exceed EIM Transfer limits; therefore, third-party transmission rights cannot, and will not, be affected.³⁷¹

³⁶⁷ *Id.* at 19.

³⁶⁸ *Id.* at 22.

³⁶⁹ *Id.* at 74.

³⁷⁰ CAISO Answer at 14.

³⁷¹ *Id.* at 15.

229. With respect to Deseret's concerns regarding how grandfathered customers will be treated under EIM, PacifiCorp states that it will include the following language, if directed by the Commission, in section 1 of Attachment T as follows, to reinforce the circumstances under which legacy transmission customers are subject to Attachment T:

This Attachment T shall apply to all Transmission Customers and Interconnection Customers, as applicable, with new and existing service agreements under Parts II, III, IV, or V of this Tariff, as well as all transmission customers with legacy transmission agreements that expressly incorporate by reference the applicability of PacifiCorp's OATT and/or this Attachment T in particular.³⁷²

Commission Determination

230. Because we are directing PacifiCorp to submit a compliance filing detailing the procedures for Interchange Rights Holders to transfer their transmission capacity to PacifiCorp for the EIM as additional provisions in PacifiCorp's OATT, we find that the issues raised by intervenors regarding the effects of PacifiCorp's proposal on third party transmission rights are not ripe for resolution until after PacifiCorp makes its compliance filing. Nonetheless, we are encouraged that the procedures proposed by PacifiCorp in its answer could possibly mitigate some of the concerns raised by intervenors. For instance, PacifiCorp's use of e-Tags for EIM Transfers could assure that if curtailments are required on the interface facilities that all firm users are curtailed pro-rata, just as all parties would be prior to EIM implementation. In addition, the procedures proposed to be in place on both PacifiCorp's and CAISO's system to prevent overscheduling above the EIM transferred transmission rights could prevent the awarding of EIM bids that exceed the assigned transfer capability, which in turn could preclude EIM Transfers from leaning on other transmission customers' transmission rights. We reserve judgment as to whether these procedures will actually prevent the possible harm alleged by intervenors until we analyze PacifiCorp's compliance filing.

231. However, in response to the concerns raised by Deseret with respect to how grandfathered contracts will be treated under EIM, we direct PacifiCorp to include in its compliance filing the proposed language to section 1 of Attachment T as proffered by PacifiCorp in its answer.

³⁷² PacifiCorp Answer at 51-52.

7. Other Issues

Background

232. PacifiCorp proposes a number of changes to the definitions section of its OATT to implement the EIM. In addition, PacifiCorp proposes targeted modifications to Parts I through V of its OATT for that same reason.

Comments

233. BPA identifies several technical issues in the proposed OATT amendments that need correcting such as defining the term “Dynamic Transfer” but using the term “Dynamically Transferred” which is not defined.³⁷³ In addition, BPA points out that both PacifiCorp’s transmittal letter and section 8.7.2.2 of Attachment T state that transmission customers may use firm point-to-point transmission service for EIM dispatches, but section 3.1 of Attachment T, which sets forth the transmission rights a customer must have to be an eligible resource for EIM is silent in that regard.³⁷⁴

234. BPA believes that there may be a conflict in sections 3.2.1 and 3.3.3 of Attachment T of PacifiCorp’s OATT and CAISO’s definition of EIM resource. BPA suggests that it is unclear whether a resource that is located outside of an EIM Entity’s BAA would qualify as an EIM resource for purposes of CAISO’s *pro forma* EIM Participating Resource Agreement.³⁷⁵ BPA recommends that PacifiCorp (or CAISO) modify references to resource eligibility to make clear that resources that are eligible under section 3.2.1 of Attachment T of PacifiCorp’s OATT qualify as EIM resource under the *pro forma* EIM Participating Resource Agreement.

235. BPA argues that the data collection requirements in section 4.2.1.2 of Attachment T of PacifiCorp’s OATT are essentially limitless as they are missing a reference or statement regarding the context of the data.³⁷⁶ BPA notes a similar problem exists with sections 4.2.2.2 and 4.2.1.1 and recommends that a limiting reference be applied to these sections as well.

³⁷³ BPA Comment and Protest at 11.

³⁷⁴ *Id.*

³⁷⁵ *Id.* at 12-13.

³⁷⁶ *Id.* at 13.

236. BPA notes that the provision to inform CAISO and PacifiCorp of outages (section 9.2 of Attachment T) is not uniform as non-participating resources need only notify PacifiCorp of an outage.³⁷⁷ BPA recommends that additional language be added to the section to note the “as applicable” need for non-participating resources to provide this information to CAISO.

237. Deseret also identifies multiple definitions along with several sections of the OATT that need clarification.³⁷⁸ Deseret suggests that the proposed definition of “BAA” (section 1.4B) should be consistent with the reference in the existing OATT definition of “Control Area.” Deseret suggests that the term “incremental changes” in the definition of “Dispatch Operating Point” (section 1.11B) should be changed to clarify that the reference can include both increases and decreases. Additionally, Deseret asserts that language in the definitions of “Measured Demand” and “Metered Demand” (sections 1.19C and 1.19D)—referring to losses assessed pursuant to Schedule 10 of PacifiCorp’s OATT—should also refer to Schedule 10 of the “appropriate transmission provider’s” OATT.

238. Deseret suggests that the definition of “Transmission Customer Base Schedule” (section 1.55A) should exclude “hourly-level load Forecast Data” since sections 4.2.4.1 through 4.2.4.3 of Attachment T provide that transmission customers will provide Forecast Data for resources, Interchange, and Intrachange, but not loads. With regard to section 1.15D, the definition of IIE, Deseret seeks clarification as to when one category of IIE applies versus the other category.

239. Deseret requests that section 8.7.2.2 of Attachment T be clarified to make clear that transmission rights acquired by a PacifiCorp EIM Participating Resource through section 23 of the OATT (i.e., through a resale or assignment from another transmission customer) be considered in the assessment of Reserved Capacity to determine whether any additional hourly non-firm transmission charges for EIM participation will apply.

Answers

240. PacifiCorp states that it has considered all comments regarding specific language proposed for the definitions and offers technical clarifications where appropriate.³⁷⁹ PacifiCorp believes that the definition of “BAA” is consistent with the definition of

³⁷⁷ *Id.* at 13-14.

³⁷⁸ Deseret Comments at 24-25.

³⁷⁹ PacifiCorp Answer at 104.

“Control Area” retained from the *pro forma* OATT, and states that no change is required.³⁸⁰ PacifiCorp agrees that the clarifying change to the definition of “Dispatch Operating Point” proposed by Deseret would be consistent with the definition, insofar as a dispatch operating point can be expressed either as a negative or positive MW quantity.³⁸¹ PacifiCorp agrees to make this clarification in a compliance filing if directed by the Commission. PacifiCorp acknowledges that, for some legacy transmission customers, losses may be settled pursuant to a different agreement or contractual arrangement than PacifiCorp’s OATT.³⁸² PacifiCorp agrees to make Deseret’s requested clarification in the definitions of “Measured Demand” and “Metered Demand” in a compliance filing if directed by the Commission.

241. With respect to Deseret’s concerns regarding the definition of “Transmission Customer Base Schedule,” PacifiCorp acknowledges that sections 4.2.4.1 through 4.2.4.3 of Attachment T require that Forecast Data submissions include data on all resources, Interchange, and Intraexchange which balance to the transmission customer’s anticipated load, as applicable.³⁸³ In that case, PacifiCorp agrees with Deseret and will make the necessary adjustment to section 1.55A of the OATT in a compliance filing directed by the Commission. Further, PacifiCorp notes in its answer that it has modified section 9 in response to the comments of WPTF to clarify when one category of IIE applies versus the other category, and contends that this revision should provide the additional clarification requested by Deseret.³⁸⁴

242. PacifiCorp clarifies that section 3.2.1 of Attachment T refers to the term “Dynamically Transferred through a Pseudo-Tie into PacifiCorp’s BAA,” and such usage was in fact intended to refer to the defined term “Dynamic Transfer” in this instance. In addition, PacifiCorp agrees with BPA that transmission customers most certainly may participate in the EIM using long-term firm point-to-point transmission service; however, PacifiCorp argues that the eligibility requirements for EIM set forth in section 3.1 of PacifiCorp’s OATT Attachment T are accurate as proposed by PacifiCorp.³⁸⁵

³⁸⁰ *Id.* at 104-105.

³⁸¹ *Id.* at 105.

³⁸² *Id.*

³⁸³ *Id.* at 105-106.

³⁸⁴ *Id.* at 106.

³⁸⁵ *Id.* at 65.

243. PacifiCorp does not agree with BPA that an unintentional conflict exists between Attachment T, section 3.2.1 of PacifiCorp's OATT and CAISO's defined term EIM Resource.³⁸⁶ PacifiCorp understands that CAISO's intent is that its defined term, EIM Resource, includes a resource that is pseudo-tied and considers pseudo-tied resources to be within the metered boundary of the EIM Entity to which is it pseudo-tied. Therefore, PacifiCorp believes such a resource may execute CAISO's *pro forma* EIM Participating Resource Agreement. CAISO responds that it considers pseudo-tied resources to be within the BAA of the EIM market participant, and does not believe further clarification is warranted.³⁸⁷

244. With respect to BPA's concerns regarding section 4.2.1.2 of Attachment T, PacifiCorp responds that this section appropriately defines the data requirements for transmission customers with non-participating resources.³⁸⁸ PacifiCorp notes that the process and data collection requirements for PacifiCorp's transmission customers with non-participating resources are substantively and appropriately explained in section 6.1.2 of the draft PacifiCorp EIM Business Practice which was posted for the first round of stakeholder comments on April 4, 2014, and on May 6, 2014, for a second round of stakeholder comments.

245. PacifiCorp agrees with BPA that PacifiCorp's rules of conduct were not intended to extend any obligations on transmission customers with non-participating resources beyond what is otherwise required in section 7 of Attachment T.³⁸⁹ As such, PacifiCorp agrees to make this clarification to its Attachment T in a compliance filing if directed by the Commission.

246. PacifiCorp does not agree with Deseret's contention that while section 7.4.2 of PacifiCorp's OATT Attachment T requires PacifiCorp to report forced outages in compliance with section 29.9(e) of the CAISO tariff, there is no parallel obligation imposed on transmission customers with non-participating resources in that same section, which leaves PacifiCorp with an obligation for which it may not have appropriate data. According to PacifiCorp, section 7.4.2 of Attachment T is accurate as drafted and presents no reporting gap for PacifiCorp specifically regarding non-participating

³⁸⁶ *Id.* at 56.

³⁸⁷ CAISO Answer at 15.

³⁸⁸ PacifiCorp Answer at 53-54.

³⁸⁹ *Id.* at 99.

resources in PacifiCorp's BAAs. Therefore, PacifiCorp states that it will not be modifying this section.

247. PacifiCorp agrees with Deseret that the intention of section 8.7.2.2 of Attachment T is to include any Reserved Capacity obtained in this manner and will make the requested clarification to section 8.7.2.2 of Attachment T in a compliance filing if directed by the Commission.³⁹⁰

Commission Determination

248. We require PacifiCorp to submit a compliance filing within 30 days after the date of issuance of this order incorporating those changes discussed above which PacifiCorp agreed in its answer to make if directed by the Commission. We find that PacifiCorp's proposal to make the requested clarification regarding these matters satisfactorily addresses the issues raised by the commenters. In the following paragraphs, we discuss our determinations with respect to the specific issues as to which PacifiCorp disagrees with the commenters.

249. We disagree with PacifiCorp that the eligibility requirements in section 3.1 of Attachment T are clear with respect to firm point-to-point transmission usage. We direct PacifiCorp to submit a compliance filing within 30 days after the date of issuance of this order to add a provision stating that a resource may participate in the EIM using firm point-to-point transmission service.

250. We disagree with BPA that additional clarification is required as to whether a resource located outside of an EIM Entity's BAA would qualify as an EIM resource for purposes of CAISO's *pro forma* EIM Participating Resource Agreement. Section 29.4(d)(1)(A) of CAISO's proposed tariff submitted in its EIM filing in Docket No. ER14-1386-000 provides that an EIM resource is eligible to become an EIM Participating Resource if it meets the eligibility requirements established by the EIM Entity in whose BAA the resource will be located.³⁹¹ PacifiCorp, as the EIM Entity, is establishing the eligibility requirement and proposes to allow external resources to "move" into PacifiCorp's BAA if the resource enters into a pseudo-tie for that purpose.³⁹² No additional clarification is required.

³⁹⁰ *Id.* at 27.

³⁹¹ CAISO Tariff, proposed section 29.4(d)(1)(A).

³⁹² Proposed OATT Attachment T, section 3.2.1.

251. We disagree with BPA that a limiting reference is necessary with respect to the data collection requirements set forth in sections 4.2.1.1, 4.2.1.2 and 4.2.2.2. We find that PacifiCorp has set forth the necessary data requirements in its OATT and that it is appropriate to leave the implementation details to the EIM Business Practice as proposed.

252. We disagree with Deseret that the term “Control Area” in PacifiCorp’s existing OATT and PacifiCorp’s proposed definition of “Balancing Authority Area” are not consistent as each term references the other. We conclude that no additional clarification is required.

253. We agree with PacifiCorp that there is no reporting gap in section 7.4.2 of Attachment T as alleged by Deseret. The section clearly sets forth the requirement that transmission customers with non-participating resources must report outages and derates within a prescribed time and that PacifiCorp, as the EIM Entity, will report these outages on their behalf. Both participating and non-participating resources will be reporting outages to the EIM Entity that will be reporting the outages to the market operator.

8. Implementation

Background

254. PacifiCorp, as the EIM Entity, will be required to meet its portion of the combined flexible ramping constraint capacity requirement for the next operating hour.³⁹³ The amount of flexible ramping constraint capacity requirement is a minimum requirement for each BAA in the EIM area and is based upon the EIM Transfer limit between BAAs.

255. PacifiCorp proposes to use two Load Aggregation Points, one for the PacifiCorp East BAA and one for the PacifiCorp West BAA, to compute the price that load in PacifiCorp will pay for EIM energy. PacifiCorp argues that the use of nodal LMPs would require significant costs without a corresponding demonstrated benefit at this time.

Comments

256. Powerex contends that PacifiCorp has not explained how it will meet CAISO’s flexible ramping constraint requirement or how it will recover costs associated with ensuring sufficient resources bid into EIM.³⁹⁴

³⁹³ CAISO Tariff, proposed section 29.34(m).

³⁹⁴ Powerex Protest at 80-81.

Answer

257. PacifiCorp does not anticipate that it will need to take additional measures to satisfy CAISO's flexible ramping requirement.³⁹⁵ PacifiCorp explains that it currently reserves capacity on its resources, in addition to contingency reserve, to respond to load and wind variations each delivery hour. According to PacifiCorp, this amount of reserves is likely to be greater than CAISO's flexible ramping requirement. However, in the event that PacifiCorp must provide additional flexible capacity reserves indicated in its bid range for this purpose, PacifiCorp states that this would be a cost to PacifiCorp Energy as the balancing agent for PacifiCorp's BAAs, and not PacifiCorp. As such, PacifiCorp argues that these potential measures are not appropriate for inclusion in PacifiCorp's OATT or the PacifiCorp EIM Business Practice.

Commission Determination

258. We do not agree with Powerex that this information is necessary for the Commission to determine whether PacifiCorp's EIM proposal meets the just and reasonable requirements of the FPA. PacifiCorp's participation in the EIM does not alter its responsibilities as a balancing authority or the delegated system-balancing responsibilities of PacifiCorp Energy. Accordingly, we are not persuaded by Powerex's request that PacifiCorp should add provisions to the OATT addressing how PacifiCorp Energy will meet CAISO's flexible ramping requirement.

259. We accept PacifiCorp's proposed Load Aggregation Point proposal, but will require that PacifiCorp file within one year from the go live date of the EIM a study on disaggregating the Load Aggregation Points. The study should provide sufficient detail to allow the Commission to reasonably evaluate the effects of implementing a greater level of disaggregation and a proposal from PacifiCorp regarding the appropriate level of disaggregation within the PacifiCorp BAAs.

9. Greenhouse Gas Compliance

Background

260. Currently, generating resources in California, and those importing into California, need to comply with the California Air Resources Board (CARB) Greenhouse Gas (GHG) regulations, which includes procuring state-issued GHG allowances. In CAISO's EIM filing in Docket No. ER14-1386-000, CAISO proposed a mechanism that would allow resources located outside of California to include CARB GHG compliance costs in

³⁹⁵ PacifiCorp Answer at 72.

their EIM bid in the form of a GHG adder to their economic energy bid.³⁹⁶ Under CAISO's proposal, resources located outside of California that wanted to participate in the EIM, but not sell into California could submit a high GHG adder to avoid being dispatched into California.

Comments

261. Tri-State contends that the EIM may subject out-of-state resources to CARB requirements despite CAISO's proposal to permit a bid adder mechanism that would, in theory, allow the resource to bid high enough to avoid being dispatched into California.³⁹⁷ Tri-State raised its concerns regarding out-of-state resources that do not want to be subject to CARB in CAISO's EIM filing in Docket No. ER14-1386-000 and that CAISO's answer to similar protests in that proceeding confirms that the bid adder does not guarantee that an EIM resource can avoid being required to register with CARB on the chance that it may be dispatched. Tri-State argues that the bid adder will have unintended consequences imposing additional costs on consumers through higher prices and that there must be a better way to insulate out-of-state generators from becoming subject to CARB without relying on a market distorting bid adder.³⁹⁸

Answer

262. PacifiCorp responds that it cannot provide the assurance that Tri-State seeks in avoiding being subject to CARB as PacifiCorp has no means to limit EIM Transfers to those entities that consent to CARB compliance.³⁹⁹ According to PacifiCorp, CAISO (as the market operator) is the appropriate party to determine how a market participant can either comply with CARB or avoid selling into CAISO's portion of the EIM and that issue is squarely before the Commission in the CAISO EIM proceeding.

Commission Determination

263. We agree with PacifiCorp that Tri-State's concerns are beyond the scope of PacifiCorp's filing. PacifiCorp's filing properly addresses how PacifiCorp and its customers will participate in the EIM. Accordingly, rules regarding bidding into the

³⁹⁶ See CAISO Transmittal Letter, Docket No. ER14-1386-000 at 25-26 (Feb. 28, 2014).

³⁹⁷ Tri-State Protest at 14-15.

³⁹⁸ *Id.* at 16-17.

³⁹⁹ PacifiCorp Answer at 114.

EIM, particularly with respect to CARB GHG compliance costs, are more appropriately addressed in the proceeding on CAISO's EIM filing in Docket No. ER14-1386-000. We note that Tri-State raised its concerns regarding CARB GHG compliance in CAISO's EIM proceeding⁴⁰⁰ and that the Commission is concurrently issuing an order in that proceeding.

The Commission orders:

(A) PacifiCorp's proposed tariff revisions are hereby conditionally accepted for filing, in part, to be effective as of the dates requested, subject to further modifications, and rejected, in part, as discussed in the body of this order.

(B) PacifiCorp's request for waiver of the Commission's maximum 120-day prior notice requirement, 18 C.F.R. § 35.3(a)(1) (2013), is hereby granted, as discussed in the body of this order.

(C) PacifiCorp's request for waiver of the applicable requirements of section 35.13 of the Commission's regulations, 18 C.F.R. § 35.13 (2013) is hereby granted, as discussed in the body of this order.

(D) PacifiCorp is hereby directed to make the compliance filings specified in the body of this order, within the timeframes provided in the body of this order.

(E) PacifiCorp is hereby directed to file, within 30 days after the completion of the EIM Business Practice stakeholder process, any necessary additions to its OATT.

(F) PacifiCorp is hereby directed to make the current version of, and notices of proposed amendments to, CAISO tariff provisions cross-referenced in its OATT available on its website, as discussed in the body of this order.

(G) PacifiCorp is hereby directed to document EIM-related charges in its annual transmission formula rate filing, as discussed in the body of this order.

(H) PacifiCorp is hereby directed to submit a report to the Commission regarding the continued use of the Measured Demand allocation within 15 months after the commencement of the EIM, as discussed in the body of this order.

⁴⁰⁰ See Tri-State Comments, Docket No. ER14-1386-000 at 4-5 (Mar. 31, 2014).

Docket No. ER14-1578-000

- 102 -

(I) PacifiCorp is hereby directed to make, within nine months after the launch of the EIM, a market-based rate change of status filing, as discussed in the body of this order.

(J) PacifiCorp is hereby directed to file, within one year after the launch of the EIM, a study on disaggregating the Load Aggregation Points, as discussed in the body of this order.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.

Document Content(s)

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