

List of Changes Published for August 25-26, 2020 TC-22, BP-22 and EIM Phase III Workshop	
Section	Description of Proposed Change(s)
1	Added language and changed Interconnection Customer to GI Customer
4.1.1.3(3)	Added language
4.1.5	Added language
4.2.3	Added language
4.2.4.2	Added language
5.2	Added language
7	Added language
8	Added language
9.1	Changed Interconnection Customer to GI Customer
10	Added language

ATTACHMENT Q

EIM

1. General Provision - Purpose and Effective Date of Attachment Q

Attachment ~~PQ~~ provides for Transmission Provider's participation as the ~~PGE~~BPA EIM Entity in the EIM administered by the MO. ~~Attachment P shall be in effect upon its acceptance by the Commission, with the exceptions provided below, for as long as Transmission Provider implements the EIM and until all final settlements are finalized resulting from such implementation.~~ Sections 4.1.5, 4.1.6, 8 and 10 of this Attachment ~~PQ~~ take effect ~~no earlier than October 1, 2017~~on the date the EIM goes live in the BPA BAA, or the implementation date of Transmission Provider's participation in the EIM, whichever is later. Section 3 of this Attachment Q takes effect six months after the EIM goes live in the BPA BAA. All other sections of this Attachment ~~PQ~~ take effect no earlier than ~~July 25, 2017 or seven (7) days prior to the start of parallel operations~~date the EIM goes live in the BPA BAA.

This Attachment ~~PQ~~ shall apply to all Transmission Customers and ~~Interconnection Customers~~GI Customers, as applicable, with new and existing service agreements under ~~Parts II and III and~~ Attachments ~~MA, F, L and ON~~MA, F, L and ON of this Tariff. To the extent ~~an Interconnection a GI~~ Customer controls the output of a generator located in ~~PGE's~~BPA's BAA, the ~~PGE~~BPA EIM Entity may require the ~~Interconnection GI~~ Customer to comply with a requirement in this Attachment ~~PQ~~ that on its face applies to a Transmission Customer to the extent that the ~~PGE~~BPA EIM Entity makes a determination, in its sole discretion, that the ~~Interconnection GI~~ Customer is the more appropriate party to satisfy the requirements of Attachment ~~PQ~~ than any Transmission Customer.

This Attachment ~~PQ~~ shall work in concert with the provisions of the MO Tariff implementing the EIM to support operation of the EIM. To the extent that this Attachment ~~PQ~~ is inconsistent with a provision in the remainder of this Tariff with regard to the ~~PGE~~BPA EIM Entity's administration of the EIM, this Attachment ~~PQ~~ shall prevail.

This Attachment [PQ](#) governs the relationship between the [PGE BPA](#) EIM Entity and all Transmission Customers and ~~Interconnection-GI~~ Customers subject to this Tariff. This Attachment [PQ](#) does not establish privity between Transmission Customers and the MO or make a Transmission Customer subject to the MO Tariff. Any Transmission Customer duties and obligations related to the EIM are those identified in this Tariff, unless the Transmission Customer voluntarily elects to participate directly in the EIM with [PGE BPA](#) EIM Participating Resources, in which case the MO Tariff provisions for EIM Participating Resources and EIM Participating Resource Scheduling Coordinators shall also apply.

2. Election of Transmission Customers to become BPA EIM Participating Resources

The decision of a Transmission Customer to participate in the EIM with resources as [PGE BPA](#) EIM Participating Resources is voluntary. A Transmission Customer that chooses to have a resource become a [PGE BPA](#) EIM Participating Resource must:

- (1) Meet the requirements specified in Section 3 of this Attachment [PQ](#) and the [PGE BPA](#) EIM BP;
- (2) Become or retain a MO-certified EIM Participating Resource Scheduling Coordinator; and
- (3) Follow the application and certification process specified in this Attachment [PQ](#) and the [PGE BPA](#) EIM BP posted on the Transmission Provider's OASIS.

Transmission Customers which own ~~or~~ control or market multiple resources may elect to have any or all of their resources be [PGE BPA](#) EIM Participating Resources, in which case any resources that ~~are not elected by~~ the Transmission Customer does not elect to be [PGE BPA](#) EIM Participating Resources shall be treated as Non-Participating Resources for purposes of this Attachment [PQ](#).

3. Eligibility to be a BPA EIM Participating Resource

3.1 Internal Resources - Transmission Rights

Resources owned ~~or~~ controlled or marketed by Transmission Customers and located within the metered boundaries of ~~PGE's BPA's~~ BAA are eligible to become ~~PGE BPA~~ EIM Participating Resources. The Transmission Customer that owns ~~or~~ controls or markets the resource must have associated transmission rights based on one of the following:

- (1) The resource is a designated Network Resource of a Network Customer and the Network Customer elects to participate in the EIM through its Network Integration Transmission Service Agreement; or

(2) The resource is associated with ~~either (i) a Service Agreement for Firm Point-to-Point Transmission Service, or (ii) a Service Agreement for Non Firm Point to Point Transmission Service, and such Transmission Customer elects to participate in the EIM.~~

3.2 Resources External to BPA's BAA

3.2.1 Use of Pseudo-Ties

A resource owned or controlled by a Transmission Customer that is not physically located inside the metered boundaries of PGE's BPA's BAA may participate in the EIM as a PGE BPA EIM Participating Resource if the Transmission Customer (1) implements a Pseudo-Tie into PGE's BPA's BAA, consistent with PGE's BPA's business practice posted on Transmission Provider's OASIS, (2) has arranged firm transmission over any third-party transmission systems to a PGE BPA BAA intertie boundary equal to the amount of energy that will be Dynamically Transferred through a Pseudo Tie Pseudo-Tie into PGE's BPA's BAA, consistent with PGE's BPA's business practice posted on Transmission Provider's OASIS, and (3) has secured transmission service consistent with Section 3.1 of this Attachment PQ.

3.2.2 Pseudo-Tie Costs

Pseudo-Tie implementation costs shall be allocated in a manner consistent with the treatment of Network Upgrades and Direct Assignment Facilities to facilitate a Pseudo-Tie into PGE's BPA's BAA.

3.3 Application and Certification of BPA EIM Participating Resources

3.3.1 Application

To register a resource to become a PGE BPA EIM Participating Resource, ~~an applicant a~~ Transmission Customer must submit a completed application, as set forth in the PGE BPA EIM BP, and shall provide ~~a deposit of \$1,500~~ an application fee as specified in the BPA EIM BP for the PGE BPA EIM Entity to process the application. ~~Upon completion of processing the completed application, the PGE EIM Entity shall charge and the applicant shall pay the actual costs of the application processing. Any difference between the deposit and the actual costs of the application processing shall be paid by or refunded to the PGE EIM Participating Resource applicant, as appropriate.~~ At the time of application, any PGE BPA EIM Participating Resource applicant must elect to perform the duties of either a CAISO Metered Entity or Scheduling Coordinator Metered Entity, consistent with the MO's requirements and additional technical requirements set forth in the PGE BPA EIM BP, as applicable.

3.3.2 Processing the Application

The PGE BPA EIM Entity shall make a determination as to whether to accept or reject the application within 45 days of receipt of the application. At minimum, the PGE BPA EIM Entity

shall validate through the application that the ~~PGE EIM Participating Resource applicant~~ Transmission Customer has satisfied Sections 3.1 and 3.2 of this Attachment ~~PQ~~, as applicable, and met minimum telemetry and metering requirements, as set forth in the MO's requirements and the PGE BPA EIM BP. Within 45 days of receipt of the application and in accordance with the process outlined in the PGE BPA EIM BP, the PGE BPA EIM Entity may request additional information and will attempt to resolve any minor deficiencies in the application with the Transmission Customer. The PGE BPA EIM Entity may extend the 45-day period to accommodate the resolution of minor deficiencies in the application in order to make a determination on an application. If the PGE BPA EIM Entity approves the application, it shall send notification of approval to both the ~~PGE EIM Participating Resource applicant~~ Transmission Customer and the MO. The process by which the PGE BPA EIM Entity sends notification of approval shall be set forth in the PGE BPA EIM BP. If the PGE BPA EIM Entity rejects the application, the PGE BPA EIM Entity shall send notification stating the grounds for rejection to the ~~PGE EIM Participating Resource applicant~~ Transmission Customer. Upon request, the PGE BPA EIM Entity may provide guidance to the applicant as to how the ~~PGE EIM Participating Resource applicant~~ Transmission Customer may cure the grounds for the rejection. ~~If the event that the~~ PGE BPA EIM Entity has granted an extension of the 45-day period but the ~~applicant~~ Transmission Customer has neither provided the additional requested information nor otherwise resolved identified deficiencies within six (6) months of the PGE BPA EIM Entity's initial receipt of the application, the application shall be deemed rejected by the PGE BPA EIM Entity. If an application is rejected, the ~~PGE EIM Participating Resource applicant~~ Transmission Customer may resubmit its application at any time (including submission of a new processing fee deposit).

3.3.3 Certification Notice

~~Upon approval of an~~ After the BPA EIM Entity has approved Transmission Customer's application and in accordance with the process specified in, the PGE BPA EIM BP, certification by Entity shall certify the ~~PGE EIM Entity of the PGE~~ Transmission Customer's BPA EIM Participating Resource to participate in the EIM ~~shall occur in accordance with the BPA EIM BP~~ once the Transmission Customer has demonstrated and the MO has confirmed that the Transmission Customer has:

- (1) Met the MO's criteria to become an EIM Participating Resource and executed the MO's ~~pro forma~~ EIM Participating Resource Agreement;
- (2) Qualified to become an EIM Participating Resource Scheduling Coordinator and have executed the MO's Meter Service Agreement for Scheduling Coordinators, or retained the services of a MO-certified EIM Participating Resource Scheduling Coordinator that has executed the MO's pro forma Meter Service Agreement for Scheduling Coordinators;

(3) Met the necessary metering requirements of this Tariff and Section 29.10 of the MO Tariff ~~and the EIM Participating Resource Scheduling Coordinator has executed the MO's pro forma Meter Service Agreement for Scheduling Coordinators~~; and

(4) Met communication and data requirements of this Tariff and Section 29.6 of the MO Tariff; and has the ability to receive and implement the MO's Dispatch Instructions every five minutes ~~from the MO~~.

Upon receiving notice from the MO of the completion of the enumerated requirements by the Transmission Customer, the PGE BPA EIM Entity shall provide written notice to both the Transmission Customer with a PGE BPA EIM Participating Resource and the MO that the PGE BPA EIM Participating Resource is certified and therefore eligible to participate in the EIM. The process by which the PGE BPA EIM Entity certifies Transmission Customers with a PGE BPA EIM Participating Resource shall be set forth in the PGE BPA EIM BP.

3.3.4 Status of Resource Pending Certification

If the Transmission Customer (i) has submitted an application for a resource to be a PGE BPA EIM Participating Resource but the application has not been approved, or (ii) has not yet been certified by the PGE BPA EIM Entity consistent with Section 3.3.3 of this Attachment PQ, the resource shall be deemed to be a Non-Participating Resource.

3.3.5 Notice and Obligation to Report a Change in Information

Each Transmission Customer with a PGE BPA EIM Participating Resource has an ongoing obligation to inform the PGE BPA EIM Entity of any changes to any of the information submitted as part of the application process under this Attachment PQ. The PGE BPA EIM BP shall set forth the process and timing requirements for notifying the PGE BPA EIM Entity of such changes.

This information includes, but is not limited to:

- (1) Any change in the PGE BPA EIM Participating Resource Scheduling Coordinator representing the resource;
- (2) Any change in the ownership or control of the resource;
- (3) Any change to the physical characteristics of the resource required to be reported to the MO in accordance with Section 29.4(c)(4)(C) of the MO Tariff; or
- (4) If either the MO terminates the participation of the PGE BPA EIM Participating Resource in the EIM or the Transmission Customer has terminated the PGE BPA EIM Participating Resource's participation in the EIM; in either case, that resource shall be considered to be a Non-Participating Resource for purposes of this Tariff, including Attachment PQ.

4. Roles and Responsibilities

4.1 Transmission Provider as the BPA EIM Entity and the BPA EIM Entity Scheduling Coordinator

4.1.1 Responsibilities

4.1.1.1 Identification of EIM Entity Scheduling Coordinator

The PGE/BPA EIM Entity can serve as the PGE/BPA EIM Entity Scheduling Coordinator or retain a third party to perform such role. If the PGE/BPA EIM Entity is not the PGE/BPA EIM Entity Scheduling Coordinator, the PGE/BPA EIM Entity shall communicate to the PGE/BPA EIM Entity Scheduling Coordinator the information required by the PGE/BPA EIM Entity Scheduling Coordinator to fulfill its responsibilities in the EIM.

The PGE/BPA EIM Entity Scheduling Coordinator shall coordinate and facilitate the EIM in accordance with the requirements of the MO Tariff. The PGE/BPA EIM Entity Scheduling Coordinator must meet the certification requirements of the MO and enter into any necessary MO agreements.

4.1.1.2 Processing BPA EIM Participating Resource Applications

The PGE/BPA EIM Entity shall be responsible for processing applications of Transmission Customers seeking authorization to participate in the EIM with resources as PGE/BPA EIM Participating Resources in accordance with Section 3.3 of this Attachment PQ.

4.1.1.3 Determination of EIM Implementation Decisions for BPA's BAA

The PGE/BPA EIM Entity is solely responsible for making any decisions with respect to EIM participation that the MO requires of EIM Entities. The PGE/BPA EIM Entity has made the following determinations:

- (1) Eligibility requirements: ~~Eligibility requirements for BPA EIM Participating Resources~~ are set forth in Section 3 of Attachment PQ.
- (2) Load Aggregation Points: (LAP): There shall be one LAP for ~~PGE's~~BPA's BAA.
- (3) ~~MO-IL~~ load forecast: The ~~PGE-BPA~~ EIM Entity shall be permitted to use ~~utilize~~ the MO load forecast, but shall retain the right to provide the load forecast to the MO in accordance with the MO Tariff.
- (4) MO metering agreements: The PGE/BPA EIM Entity and all Transmission Customers with PGE/BPA EIM Participating Resources shall have the option to elect to be Scheduling Coordinator Metered Entities or CAISO Metered Entities in accordance with Section 29.10 of the MO Tariff. The PGE/BPA EIM Entity shall be a Scheduling Coordinator Metered Entity on

behalf of all Transmission Customers with Non-Participating Resources in accordance with Section 29.10 of the MO Tariff.

4.1.1.4 BPA EIM Business Practice

The PGE BPA EIM Entity shall establish and revise, as necessary, procedures to facilitate implementation and operation of the EIM through the PGE BPA EIM BP that shall be posted on the Transmission Provider's OASIS.

4.1.1.5 Determination to Take Corrective Actions or Permanently Terminate Participation in the EIM

The PGE BPA EIM Entity may take corrective actions in PGE's BPA's BAA in accordance with the requirements of Section 10.3 of Attachment PQ.

In addition, the PGE BPA EIM Entity, in its sole and absolute discretion, may permanently terminate its participation in the EIM by providing notice of termination to the MO pursuant to applicable agreements ~~and by making a filing pursuant to Section 205 of the Federal Power Act to revise this Tariff consistent with the Commission's requirements.~~

4.1.2 Responsibilities of the BPA EIM Entity to Provide Required Information

4.1.2.1 Provide Modeling Data to the MO

The PGE BPA EIM Entity shall provide the MO information associated with transmission facilities within PGE's BPA's BAA, including, but not limited to, network constraints and associated limits that must be observed in PGE's BPA's BAA network and inerties with other BAAs.

4.1.2.2 Registration

The PGE BPA EIM Entity shall register all Non-Participating Resources with the MO. The PGE BPA EIM Entity may choose to obtain default energy bids from the MO for Non-Participating Resources that are Balancing Authority Area Resources. The PGE BPA EIM Entity shall update this information in accordance with the MO's requirements as revised information is received from Transmission Customers with Non-Participating Resources in accordance with Section 4.2.1.2 of this Attachment PQ.

4.1.3 Day-to-Day EIM Operations

4.1.3.1 Submission of Transmission Customer Base Schedule, Forecast Data for Non-Participating Resources that are Variable Energy Resources, and Resource Plans

The PGE BPA EIM Entity is responsible for providing the data required by the MO in accordance with Section 29.34 of the MO Tariff, including but not limited to: (1) hourly

Transmission Customer Base Schedules; (2) Forecast Data for Non-Participating Resources that are Variable Energy Resources; and (3) Resource Plans.

4.1.3.2 Communication of Manual Dispatch Information

The [PGE BPA](#) EIM Entity shall inform the MO of a Manual Dispatch by providing adjustment information for the affected resources in accordance with Section 29.34 of the MO Tariff.

4.1.3.3 Confirmation

The MO shall calculate, and the [PGE BPA](#) EIM Entity shall confirm, actual values for Dynamic Schedules reflecting EIM Transfers to the MO within 60 minutes after completion of the Operating Hour to ensure the e-Tag author will be able to update these values in accordance with WECC [business practices](#) through an update to the e-Tag.

4.1.3.4 Dispatch of EIM Available Balancing Capacity of a Non-Participating Resource

Upon notification by the MO, the [PGE BPA](#) EIM Entity shall notify the Non-Participating Resource of the Dispatch Operating Point for any EIM Available Balancing Capacity from the [NonParticipatingNon-Participating](#) Resource, except in circumstances in which the [PGE BPA](#) EIM Entity determines the additional capacity is not needed for the BAA or has taken other actions to meet the capacity need.

4.1.4 Provision of Meter Data

The [PGE BPA](#) EIM Entity shall submit load, resource, and Interchange meter data to the MO in accordance with the format and timeframes required in the MO Tariff on behalf of Transmission Customers with Non-Participating Resources, loads, and Interchange.

4.1.5 Settlement of MO Charges and Payments

[For information pertaining to Settlement of MO Charges and Payments refer to the Transmission Provider's Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions, or its successor.](#)

~~The PGE EIM Entity shall be responsible for financial settlement of all charges and payments allocated by the MO to the PGE EIM Entity. The PGE EIM Entity shall sub-allocate EIM charges and payments in accordance with Schedules 1, 1A, 4, 4R and 10 of this Tariff or Section 8 of Attachment P, as applicable.~~

4.1.6 Dispute Resolution with the MO

The [PGE BPA](#) EIM Entity shall manage dispute resolution with the MO for the [PGE BPA](#) EIM Entity settlement statements consistent with Section 29.13 of the MO Tariff, Section 12 of this Tariff, and the [PGE BPA](#) EIM BP. Transmission Customers with [PGE BPA](#) EIM Participating

Resources shall manage dispute resolution with the MO for any settlement statements they receive directly from the MO.

4.2 Transmission Customer Responsibilities

The following must comply with the information requirements of this section: (1) Transmission Customers with a [PGE BPA](#) EIM Participating Resource; (2) Transmission Customers with a ~~NonParticipating~~[Non-Participating](#) Resource; (3) Transmission Customers with load within [PGE's BPA's](#) BAA; and (4) subject to the limitations identified in Section 4.2.4.5.1 of this Attachment [PQ](#), Transmission Customers wheeling through [PGE's BPA's](#) BAA.

4.2.1 Initial Registration Data

4.2.1.1 Transmission Customers with a BPA EIM Participating Resource

A Transmission Customer with a [PGE BPA](#) EIM Participating Resource shall provide the MO and the [PGE BPA](#) EIM Entity with data necessary to meet the requirements established by the MO to register all resources with the MO as required by Section 29.4(e)(4)(D) of the MO Tariff.

4.2.1.2 Transmission Customers with Non-Participating Resources

A Transmission Customer with Non-Participating Resources shall provide the [PGE BPA](#) EIM Entity with data necessary to meet the requirements established by the MO as required by Section 29.4(c)(4)(C) of the MO Tariff.

4.2.2 Responsibility to Update Required Data

4.2.2.1 Transmission Customers with a BPA EIM Participating Resource

Each Transmission Customer with a [PGE BPA](#) EIM Participating Resource has an ongoing obligation to inform the MO and [PGE BPA](#) EIM Entity of any changes to any of the information submitted by the Transmission Customer provided under Section 4.2.1 of this Attachment [PQ](#) that reflects changes in operating characteristics as required by Section 29.4(e)(4)(D) of the MO Tariff. The [PGE BPA](#) EIM BP shall set forth the process and timing requirements of notifying the [PGE BPA](#) EIM Entity of such changes.

4.2.2.2 Transmission Customers with Non-Participating Resources

Each Transmission Customer with a Non-Participating Resource has an ongoing obligation to inform the [PGE BPA](#) EIM Entity of any changes to any of the information submitted by the Transmission Customer with a Non-Participating Resource provided under Section 4.2.1 of this Attachment [PQ](#). The [PGE BPA](#) EIM BP shall set forth the process and timing requirements of notifying the [PGE BPA](#) EIM Entity of such changes.

4.2.3 Outages

Transmission Customers with [PGE-BPA](#) EIM Participating Resources and Transmission Customers with Non-Participating Resources shall be required to provide planned and unplanned outage information for their resources in accordance with [Section 7 of this Attachment P](#)~~the BPA~~ [Outage Planning and Coordination Policy](#). The [PGE-BPA](#) EIM BP shall set forth the outage information requirements for [PGE-BPA](#) EIM Participating Resources and Non-Participating Resources.

4.2.4 Submission of Transmission Customer Base Schedule

A Transmission Customer shall submit the Transmission Customer Base Schedule to the [PGE BPA](#) EIM Entity. This submission must include Forecast Data on all resources, Interchange, and Intrachange which balance to the Transmission Customer's anticipated load, as applicable. If the Transmission Customer does not serve load within [PGE's-BPA's](#) BAA, submission of the Transmission Customer Base Schedule shall include Forecast Data on all resources, Interchange, and Intrachange which shall balance to the Transmission Customer's anticipated actual generation within [PGE's-BPA's](#) BAA. The submissions shall be in the format and within the timing requirements established by the MO and the [PGE-BPA](#) EIM Entity as required in Section 4.2.4.5 of this Attachment [PQ](#) and the [PGE-BPA](#) EIM BP.

4.2.4.1 Transmission Customers with a BPA EIM Participating Resource or Non-Participating Resource in the BPA BAA

A Transmission Customer with a [PGE BPA](#) EIM Participating Resource or a Non-Participating Resource is not required to submit Forecast Data for:

- (1) resources located in [PGE's BPA's](#) BAA that are less than three MW; or
- (2) behind-the-meter generation which is not contained in the MO's network model.

Each [PGE BPA](#) EIM Participating Resource Scheduling Coordinator shall provide to the [PGE BPA](#) EIM Entity the energy bid range data (without price information) of the respective resources it represents that are participating in the EIM.

Each [PGE BPA](#) EIM Participating Resource Scheduling Coordinator shall also provide the [PGE BPA](#) EIM Entity with Dispatch Operating Point data of the respective resources it represents that are participating in the EIM.

4.2.4.2 Transmission Customers with Non-Participating Resources that are Variable Energy Resources

[For costs associated with Variable Energy Resources forecast refer to the Transmission Provider's Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions, or its successor.](#)

A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource shall submit to the BPA EIM Entity: (i) resource Forecast Data with hourly granularity and (ii) resource Forecast Data with 5-minute or 15-minute granularity. A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource shall provide to the BPA EIM Entity, at minimum, a three-hour rolling forecast with 15-minute granularity, updated every 15 minutes, and may provide, in the alternative, a three-hour rolling forecast with 5-minute granularity, updated every 5 minutes, and in accordance with any additional procedures set forth in the PGE-BPA EIM BP.

A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource shall submit resource Forecast Data to the BPA EIM Entity consistent with this Section 4.2.4.2 using ~~any one of the following methods~~:

~~(2) The Transmission Customer may elect to use the PGE-BPA EIM Entity's Variable Energy Resource reliability forecast prepared for Variable Energy Resources within PGE's BPA's BAA, which shall be considered to be the basis for physical changes in the output of the resource communicated to the MO, for purposes of settlement pursuant to Schedule 10-9 of this Tariff;~~

~~(3) The Transmission Customer may elect to self supply the Forecast Data and provide such data to the PGE EIM Entity, which shall be considered to be the basis for physical changes in the output of the resource communicated to the MO, for purposes of settlement pursuant to Schedule 10 of this Tariff. The PGE EIM BP will specify the manner in which Transmission Customers may self supply Forecast Data; or~~

~~— The Transmission Customer may elect that the MO produce Forecast Data for the Variable Energy Resource, made available to the Transmission Customer in a manner consistent with Section 29.11(j)(1) of the MO Tariff, which shall be considered to be the basis for physical changes in the output of the resource communicated to the MO, for purposes of settlement pursuant to Schedule 10 of this Tariff.~~

~~A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource must elect one of the above methods prior to commencement of the EIM or prior to such other date in accordance with the procedures set forth in the PGE EIM BP. A Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource may change its election by providing advance notice to the PGE EIM Entity, in accordance with the procedures set forth in the PGE EIM BP.~~

To the extent a Transmission Customer with a Non-Participating Resource that is a Variable Energy Resource ~~elects method (2) above, and such Transmission Customer~~ fails to submit resource Forecast Data for any time interval as required by this Section 4.2.4.2 of this Attachment QP, the PGE-BPA EIM Entity shall apply ~~the method~~BPA EIM Entity's Variable

[Energy Resource reliability forecast](#)~~(4)~~ for purposes of settlement pursuant to Schedule ~~940~~ of this Tariff.

4.2.4.3 Transmission Customers with Load

As set forth in Sections 4.2.4 of this Attachment [PQ](#), a Transmission Customer is required to submit Forecast Data on all resources, Interchange, and Intrachange which balance to the Transmission Customer's anticipated load, as applicable. ~~For purposes of settling Energy Imbalance Service pursuant to Schedule 4 and Schedule 4R of this Tariff, the~~ [PGE/BPA](#) EIM Entity shall calculate the load component of the Transmission Customer Base Schedule as the resource Forecast Data net of its Interchange Forecast Data and net of its Intrachange Forecast Data, as applicable.

4.2.4.4 Transmission Customers Without Resources or Load in BPA's BAA

A Transmission Customer which does not have any resources or load within ~~PGE's~~[BPA's](#) BAA shall submit a Transmission Customer Base Schedule that includes Interchange and Intrachange Forecast Data to the [PGE/BPA](#) EIM Entity.

4.2.4.5 Timing of Transmission Customer Base Schedules Submission

4.2.4.5.1 Preliminary Submission of Transmission Customer Base Schedules by Transmission Customers with Resources Or Load in the BPA BAA.

Transmission Customers with resources or load in the ~~PGE-BPA~~ BAA shall submit their initial Transmission Customer Base Schedules [to the BPA EIM Entity](#) 7 days prior to each Operating Day ("T - 7 days"). Transmission Customers may modify the proposed Transmission Customer Base Schedule at any time but shall submit at least one update [to the BPA EIM Entity](#) by 10 a.m. of the day before the Operating Day.

4.2.4.5.2 Final Submissions of Transmission Customer Base Schedules

Transmission Customers shall submit proposed final Transmission Customer Base Schedules [to the BPA EIM Entity](#), ~~at any time but~~ no later than 77 minutes prior to each Operating Hour ("T-77"). Transmission Customers may modify Transmission Customer Base Schedules up to and until 57 minutes prior to the Operating Hour ("T-57"). As of 55 minutes prior to each Operating Hour ("T-55"), the Transmission Customer Base Schedule data for the Operating Hour ~~is will be considered~~ financially binding and Transmission Customers may not submit further changes [without incurring financial settlements](#). If the Transmission Customer fails to enter a Forecast Data value, the default will be 0 MW for that Operating Hour.

4.2.5 Metering for Transmission Customers with Non-Participating Resources

To assess imbalance, the MO shall disaggregate meter data into 5-minute intervals if the meter intervals are not already programmed to 5-minute intervals pursuant to a Transmission

Customer's applicable interconnection requirements associated with any agreement pursuant to ~~Annexes A~~Attachments L and ~~BN~~ of this Tariff. To the extent that a Transmission Customer owns the meter or communication to the meter, the Transmission Customer shall be responsible to maintain accurate and timely data accessible for the PGE BPA EIM Entity to comply with Section 4.1.4 of this Attachment ~~PQ~~.

5. Transmission Operations

5.1 Provision of Information Regarding Real-Time Status of the Transmission Provider's Transmission System

The PGE BPA EIM Entity shall provide the MO information on:

- (1) real time data for the Transmission System and interties; and
- (2) any changes to transmission capacity and the Transmission System due to operational circumstances.

5.2 Provision of EIM Transfer Capacity by a BPA Interchange Rights Holder

The PGE BPA EIM Entity shall facilitate the provision of transmission capacity for EIM Transfers offered by a PGE BPA Interchange Rights Holder by providing the MO with information about the amounts made available by the PGE BPA Interchange Rights Holder for EIM Transfers. The provision of EIM Transfer capacity shall be implemented through the PGE BPA Interchange Rights Holder's submission of ~~an e-Tag~~ a Transmission Service Request on an EIM transfer path. At by 775 minutes prior to the Operating Hour ("T-775") the BPA EIM Entity shall retrieve all approved Transmission Service Requests on all EIM transfer paths that source or sink in the BPA EIM Entity BAA.

~~By T-75~~ the PGE BPA EIM Entity Interchange Rights Holder shall submit or update an e-Tag for each EIM transfer path for which a BPA Interchange Rights Holder has donated transmission and communicate the effective transfer limits to the EIM. include on the e-Tag the OASIS identification reservation number(s) associated with the transmission rights made available for EIM Transfers and shall also include the Market Operator, all transmission providers, and path operators associated with the OASIS identification reservation number(s) identified on the e-Tag. The PGE BPA Interchange Rights Holder's rights associated with the submitted e-Tag shall be available for the EIM, subject to approval of the e-Tag by all required e-Tag approval entities. The amount of transmission made available for EIM Transfers shall never exceed that which is donated by the PGE BPA Interchange Rights Holder's ~~transmission rights~~.

~~5.3 Provision of EIM Transfer Capability by the PGE EIM Entity~~

~~The PGE EIM Entity shall facilitate the provision of transmission capacity for EIM Transfers by providing the MO with information about the amounts available for EIM Transfers utilizing~~

~~Available Transfer Capability (“ATC”). Such amounts shall be in addition to any amounts made available by PGE Interchange Rights Holders pursuant to Section 5.2 of this Attachment P. The provision of EIM Transfer capacity corresponding to ATC shall be implemented by 40 minutes prior to the Operating Hour (“T 40”) by the PGE EIM Entity. The PGE EIM Entity shall include an e-Tag, with an OASIS identification reservation number(s) created for EIM Transfers utilizing ATC, and shall also include the MO, all transmission providers, and path operators associated with the OASIS identification reservation number(s) identified in the e-Tag. The amount of ATC indicated on the e-Tag will be based upon the lower of the amount of ATC calculated by each EIM Entity at that interface by T 40. The ATC associated with the submitted e-Tag shall be available for the EIM, subject to approval of the e-Tag by all required e-Tag approval entities.~~

6. System Operations Under Normal and Emergency Conditions

6.1 Compliance with Reliability Standards

Participation in the EIM shall not modify, change, or otherwise alter the manner in which the Transmission Provider operates its Transmission System consistent with applicable reliability standards, including adjustments.

Participation in the EIM shall not modify, change, or otherwise alter the obligations of the ~~PGE BPA~~ EIM Entity, Transmission Customers with ~~PGE-BPA~~ EIM Participating Resources, or Transmission Customers with Non-Participating Resources to comply with applicable reliability standards.

The ~~PGE-BPA~~ EIM Entity shall remain responsible for:

- (1) maintaining appropriate operating reserves and for its obligations pursuant to any reserve sharing group agreements;
- (2) NERC and WECC responsibilities including, but not limited to, informing the Reliability Coordinator of issues within ~~PGE’s-BPA’s~~ BAA;
- (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 ~~PGE’s-BPA’s~~ BAA, including facilities of ~~PGE-BPA~~ BAA Transmission Owners. If requested by a Transmission Customer that is also a ~~PGE-BPA~~ BAA Transmission Owner, the ~~PGE-BPA~~ EIM Entity will provide additional information or data related to EIM operation as it may relate to facilities of a ~~PGE-BPA~~ BAA Transmission Owner.

6.2 Good Utility Practice

The [PGE/BPA](#) EIM Entity, Transmission Customers with Non-Participating Resources, and Transmission Customers with [PGE/BPA](#) EIM Participating Resources shall comply with Good Utility Practice with respect to this Attachment [PQ](#).

6.3 Management of Contingencies and Emergencies

6.3.1 EIM Disruption

If the MO declares an EIM disruption in accordance with Section 29.7(j) of the MO Tariff, the [PGE/BPA](#) EIM Entity shall, in accordance with Section 29.7(j)(4) of the MO Tariff, promptly inform the MO of actions taken in response to the EIM disruption by providing adjustment information, updates to e-Tags, transmission limit adjustments, or outage and de-rate information, as applicable.

6.3.2 Manual Dispatch

The [PGE/BPA](#) EIM Entity may issue a Manual Dispatch order to a Transmission Customer with a [PGE/BPA](#) EIM Participating Resource or a Non-Participating Resource in [PGE's/BPA's](#) BAA, to address reliability or operational issues in [PGE's/BPA's](#) BAA that the EIM is not able to address through normal economic dispatch and congestion management.

The [PGE/BPA](#) EIM Entity shall inform the MO of a Manual Dispatch as soon as possible.

7. Outages

7.1. BPA EIM Entity Transmission Outages

7.1.1 Planned Transmission Outages and Known Derates

The [PGE/BPA](#) EIM Entity shall submit information regarding planned transmission outages and known derates to the MO's outage management system in accordance with Section 29.9(b) of the MO Tariff [and the BPA Outage Planning and Coordination Policy](#). The [PGE/BPA](#) EIM Entity shall update the submittal if there are changes to the transmission outage plan.

7.1.2 Unplanned Transmission Outages

The [PGE/BPA](#) EIM Entity shall submit information as soon as possible regarding unplanned transmission outages or derates to the MO's outage management system in accordance with Section 29.9(e) of the MO Tariff [and the BPA Outage Planning and Coordination Policy](#).

7.2 BPA BAA Transmission Owner Outages

Transmission Customers that are also [PGE/BPA](#) BAA Transmission Owners shall provide the [PGE/BPA](#) EIM Entity with planned and unplanned transmission outage data. Planned outages shall be reported to the [PGE/BPA](#) EIM Entity [according to the timelines in BPA's Outage Planning and Coordination Policy](#)~~7 or more days in advance and preferably at least 30 days in~~

~~advance of the outage~~. Unplanned outages shall be reported to the PGE-BPA EIM Entity as soon as practicable but shall also be reported according to the BPA's Outage Planning and Coordination Policy~~possible but no later than 30 minutes after the outage commences~~.

The PGE-BPA EIM Entity shall communicate information regarding planned and unplanned outages of PGE-BPA BAA Transmission Owner facilities to the MO as soon as practicable upon receipt of the information from the PGE-BPA BAA Transmission Owner.

7.3 BPA EIM Participating Resource Outages

7.3.1 Planned BPA EIM Participating Resource Outages and Known Derates

PGE-BPA EIM Participating Resource Scheduling Coordinators shall submit information regarding planned resource outages and known derates to the PGE-BPA EIM Entity. Planned outages and known derates shall be reported to the PGE-BPA EIM Entity according to BPA's Outage Planning and Coordination Policy~~7 or more days in advance and preferably at least 30 days in advance of the outage or known derate~~. The PGE-BPA EIM Entity shall then submit this outage information to the MO's outage management system in accordance with Section 29.9(c) of the MO Tariff and the BPA Outage Planning and Coordination Policy. PGE-BPA EIM Participating Resource Scheduling Coordinators shall update the submittal if there are changes to the resource outage plan according to the timelines in BPA's Outage Planning and Coordination Policy.

7.3.2 Unplanned BPA EIM Participating Resource Outages

In the event of an unplanned outage required to be reported under Section 29.9(e) of the MO Tariff, the PGE-BPA EIM Participating Resource Scheduling Coordinator is responsible for notifying the PGE-BPA EIM Entity of required changes. Unplanned outages shall be reported to the PGE-BPA EIM Entity as soon as practicable but shall also be reported according to the BPA's Outage Planning and Coordination Policy~~possible but no later than 30 minutes after the outage commences~~. The PGE-BPA EIM Entity shall then submit this information to the MO's outage management system.

7.3.3 Unplanned Derates BPA EIM Participating Resources

Changes in availability of 10 MW or 5% of Pmax (whichever is greater) lasting 15 minutes or longer must be reported to the PGE-BPA EIM Entity. These reports are due within 30 minutes of discovery, and are required only to include effective time and MW availability. The PGE-BPA EIM Entity shall then submit this information to the MO's outage management system.

7.4 Outages of Transmission Customers with Non-Participating Resources

7.4.1 Planned Outages and Known Derates of Transmission Customers with Non-Participating Resources

Transmission Customers with Non-Participating Resources shall report information regarding planned outages and known derates of resources to the ~~PGE-BPA~~ EIM Entity according to the BPA's Outage Planning and Coordination Policy~~7 or more days in advance and preferably at least 30 days in advance of the outage~~. The Transmission Customer with a Non-Participating Resource shall update the submittal if there are changes to the resource's outage plan according to the BPA's Outage Planning and Coordination Policy.

The ~~PGE-BPA~~ EIM Entity shall submit planned resource outages and known derates of Non-Participating Resources to the MO's outage management system in accordance Section 29.9(c) of the MO Tariff and according to BPA's Outage Planning and Coordination Policy.

7.4.2 Unplanned Outages and Derates of Resources of Transmission Customers with Non-Participating Resources

Unplanned outages of resources of a Transmission Customer with Non-Participating Resources shall be reported to the ~~PGE-BPA~~ EIM Entity as soon as practicable but shall also be reported according to the BPA's Outage Planning and Coordination Policy~~possible but no later than 30 minutes after the outage commences~~. The BPA EIM Entity shall then submit this information to the MO's outage management system.

~~In the event of a forced outage required to be reported under Section 29.9(e) of the MO Tariff, the PGE EIM Entity is responsible for notifying the MO of required changes through the MO's outage management system.~~

~~7.4.3 Unplanned Derates~~

~~Changes in availability of 10 MW or 5% of Pmax (whichever is greater) lasting 15 minutes or longer must be reported to the PGE EIM Entity. These reports are due within 30 minutes of discovery, and are required only to include effective time and MW availability. The PGE EIM Entity shall then submit this information to the MO's outage management system.~~

8. EIM Settlements and Billing

~~The PGE EIM BP shall include information on the specific charge codes applicable to EIM settlement.~~

For information pertaining to EIM Settlements and Billing refer to the Transmission Provider's Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions, or its successor.

~~8.1 Instructed Imbalance Energy (IE)~~

~~The PGE EIM Entity shall settle as IE imbalances that result from (1) operational adjustments of a Transmission Customer's affected Interchange, which includes changes by a Transmission~~

~~Customer after T-57, (2) resource imbalances created by Manual Dispatch or an EIM Available Balancing Capacity dispatch, or (3) an adjustment to resource imbalances created by adjustments to resource forecasts pursuant to Section 11.5 of the MO Tariff and using the RTD or FMM price at the applicable PNode. Any allocations to the PGE EIM Entity pursuant to Section 29.11(b)(1) and (2) of the MO Tariff for IIE that is not otherwise recovered under Schedule 10 of this Tariff shall be settled directly with each Transmission Customer according to this Section 8.1.~~

~~8.2 Uninstructed Imbalance Energy (UIE)~~

~~Any charges or payments to the PGE EIM Entity pursuant to Section 29.11(b)(3)(B) and (C) of the MO Tariff for UIE not otherwise recovered under Schedule 4, Schedule 4R, or Schedule 10 shall not be sub-allocated to Transmission Customers.~~

~~8.3 Unaccounted for Energy (UFE)~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.11(c) of the MO Tariff for UFE shall not be sub-allocated to Transmission Customers.~~

~~8.4 Charges for Under Scheduling or Over Scheduling Load~~

~~8.4.1 Under Scheduling Load~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.11(d)(1) of the MO Tariff for underscheduling load shall be assigned to the Transmission Customers subject to Schedule 4 and Schedule 4R based on each Transmission Customer's respective under scheduling imbalance ratio share, which is the ratio of the Transmission Customer's under scheduled load imbalance amount relative to all other Transmission Customers' under scheduled load imbalance amounts who have under scheduled load for the Operating Hour, expressed as a percentage.~~

~~8.4.2 Over Scheduling Load~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.11(d)(2) of the MO Tariff for overscheduling load shall be assigned to the Transmission Customers subject to Schedule 4 and Schedule 4R based on each Transmission Customer's respective over scheduling imbalance ratio share, which is the ratio of the Transmission Customer's over scheduled load imbalance amount relative to all other Transmission Customers' over scheduled load imbalance amounts who have over scheduled load for the Operating Hour, expressed as a percentage.~~

~~8.4.3 Distribution of Under Scheduling or Over Scheduling Proceeds~~

~~Any payment to the PGE EIM Entity pursuant to Section 29.11(d)(3) of the MO Tariff shall be distributed to Transmission Customers that were not subject to underscheduling or overscheduling charges during the Trading Day on the basis of Metered Demand and in accordance with the procedures outlined in the PGE EIM BP.~~

~~8.5 EIM Uplifts~~

~~8.5.1 EIM BAA Real Time Market Neutrality (Real Time Imbalance Energy Offset BAA)~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.11(e)(3) of the MO Tariff for EIM BAA real-time market neutrality shall be sub-allocated to Transmission Customers on the basis of Measured Demand.~~

~~8.5.2 EIM Entity BAA Real Time Congestion Offset~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.11(e)(2) of the MO Tariff for the EIM real-time congestion offset shall be allocated to Transmission Customers on the basis of Measured Demand.~~

~~8.5.3 EIM Entity Real Time Marginal Cost of Losses Offset~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.11(e)(4) of the MO Tariff for realtime marginal cost of losses offset shall be sub-allocated to Transmission Customers on the basis of Measured Demand.~~

~~8.5.4 EIM Neutrality Settlement~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.11(e)(5) of the MO Tariff for EIM neutrality settlement shall be sub-allocated as follows:~~

~~Description Allocation~~

~~Neutrality Adjustment (monthly and daily) Measured Demand Rounding Adjustment (monthly and daily) Measured Demand~~

~~8.5.5 Real Time Bid Cost Recovery~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.11(f) of the MO Tariff for EIM realtime bid cost recovery shall be sub-allocated to Transmission Customers on the basis of Measured Demand.~~

~~8.5.6 Flexible Ramping Product~~

~~Any charges or payment to the PGE EIM Entity pursuant to Section 29.11(p) of the MO Tariff for the Flexible Ramping Product shall be sub-allocated to Transmission Customers as follows:~~

<u>Description</u>	<u>Allocation</u>
Flexible Ramping Forecasted Movement resource settlement	Measured Demand
Flexible Ramping Forecasted Movement demand allocation	Metered Demand

Daily Flexible Ramping Uncertainty Award (in both the upward and downward directions)	Measured Demand
Monthly Flexible Ramping Uncertainty Award (in both the upward and downward directions)	Measured Demand
Any other Flexible Ramping Product charges or payments	Measured Demand

~~8.5.7 Inaccurate or Late Actual Settlement Quality Meter Data Penalty~~

~~To the extent the PGE EIM Entity incurs a penalty for inaccurate or late actual settlement quality meter data, pursuant to Section 37.11.1 of the MO Tariff, the PGE EIM Entity shall directly assign the penalty to the offending Transmission Customer.~~

~~8.5.8 Other EIM Settlement Provisions~~

~~Any charges to the PGE EIM Entity pursuant to the MO Tariff for the EIM settlement provisions shown in the following table shall be sub allocated as follows:~~

Description	Allocation
Invoice Deviation (distribution and allocation)	PGE EIM
Entity Generator Interconnection Process Forfeited Deposit Allocation	PGE EIM Entity
Default Invoice Interest Payment	PGE EIM Entity
Default Invoice Interest Charge	PGE EIM Entity
Invoice Late Payment Penalty	PGE EIM Entity
Financial Security Posting (Collateral) Late Payment Penalty	PGE EIM Entity
Shortfall Receipt Distribution	PGE EIM Entity
Shortfall Reversal	PGE EIM Entity
Shortfall Allocation	PGE EIM Entity
Default Loss Allocation	PGE EIM Entity

~~8.6 MO Tax Liabilities~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.22(a) of the MO Tariff for MO tax liability as a result of the EIM shall be sub allocated to those Transmission Customers triggering the tax liability.~~

~~8.7 — EIM Transmission Service Charges~~

~~There shall be no incremental transmission charge assessed for transmission use related to the EIM.~~

~~Participating Resources and Balancing Authority Area Resources will not incur unreserved use charges solely as a result of EIM Dispatch Instruction.~~

~~8.8 — Variable Energy Resource Forecast Charge~~

~~Any costs incurred by the PGE EIM Entity related to the preparation and submission of resource Forecast Data for a Transmission Customer with a Non Participating Resource electing either method (1) or (2), as set forth in Section 4.2.4.2 of this Attachment P, shall be allocated to the Transmission Customer with a Non Participating Resource electing to use either such method. For a Transmission Customer with a Non Participating Resource electing method (3), as set forth in Section 4.2.4.2 of this Attachment P, any charges to the PGE EIM Entity pursuant to Section 29.11(j)(1) of the MO Tariff for Variable Energy Resource forecast charges shall be suballocated to the Transmission Customer with a Non Participating Resource requesting such forecast.~~

~~8.9~~8.1 EIM Payment Calendar

Pursuant to Section 29.11(l) of the MO Tariff, the PGE-BPA EIM Entity shall be subject to the MO's payment calendar for issuing settlement statements, exchanging invoice funds, submitting meter data, and submitting settlement disputes to the MO. The PGE-BPA EIM Entity shall follow Section 7 of this Tariff, Billing and Payment, for issuing invoices regarding the EIM.

~~8.10 — EIM Residual Balancing Account~~

~~To the extent that MO EIM related charges or payments to the PGE EIM Entity are not captured elsewhere in Attachment H 1, Schedules 1, 1A, 4, 4R, and 10 of this Tariff, or this Section 8, those charges or payments shall be placed in a balancing account, with interest accruing at the rate established in 18 C.F.R. § 35.19(a)(2)(iii), until PGE makes a filing with the Commission pursuant to Section 205 of the Federal Power Act proposing an allocation methodology.~~

~~8.11~~8.2 Market Validation and Price Correction

If the MO modifies the PGE-BPA EIM Entity settlement statement in accordance with the MO's market validation and price correction procedures in the MO Tariff, the PGE-BPA EIM Entity reserves the right to make corresponding or similar changes to the charges and payments sub-allocated under ~~this Attachment P~~the Transmission Provider's Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions, or its successor.

~~8.12 — Allocation of Operating Reserves~~

~~8.12.1 Payments~~

~~Any payments to the PGE EIM Entity pursuant to Section 29.11(n)(1) of the MO Tariff for operating reserve obligations shall be sub-allocated to Transmission Customers with PGE EIM Participating Resources in the PGE BAA for Operating Hours during which EIM Transfers from~~

~~the PGE BAA to another BAA occurred. Payments shall be sub-allocated on a ratio share basis, defined as the proportion of the volume of Operating Reserves provided by a PGE EIM Participating Resource in the PGE BAA dispatched during the Operating Hour compared to the total volume of Operating Reserves provided by all PGE EIM Participating Resources dispatched in the PGE BAA for the Operating Hour.~~

~~8.12.2 Charges~~

~~Any charges to the PGE EIM Entity pursuant to Section 29.11(n)(2) of the MO Tariff for operating reserve obligations shall not be sub-allocated to Transmission Customers.~~

9. Compliance

9.1 Provision of Data

Transmission Customers with PGE BPA EIM Participating Resources and PGE BPA EIM Participating Resource Scheduling Coordinators ~~are responsible for complying~~ must comply with information requests they receive directly from the EIM market monitor or regulatory authorities with competent jurisdiction over the Transmission Customer concerning EIM activities.

A Transmission Customer with PGE BPA EIM Participating Resources or a Transmission Customer with Non-Participating Resources must provide the PGE BPA EIM Entity with all data necessary to respond to information requests received by the PGE BPA EIM Entity from the MO, the EIM market monitor, or regulatory authorities ~~concerning that have jurisdiction over BPA and that concern~~ EIM activities.

If the PGE BPA EIM Entity is required by applicable laws or regulations, or in the course of administrative or judicial proceedings, to disclose information that is otherwise required to be maintained in confidence, the PGE BPA EIM Entity may disclose such information; provided, however, that upon the PGE BPA EIM Entity learning of the disclosure requirement and, if possible, prior to making such disclosure, the PGE BPA EIM Entity shall notify any affected party of the requirement and the terms thereof. The affected party ~~can, at its sole discretion and own cost, direct any challenge to or defense against~~ will have the opportunity to object to disclosure requirement. The PGE and the information will be withheld if permitted by law. Except for information required to be released under the Freedom of Information Act, 5 U.S.C. § 552, as amended, the BPA EIM Entity shall cooperate with the affected party to obtain proprietary or confidential treatment of confidential information by the person to whom such information is disclosed prior to any such disclosure.

The PGE BPA EIM Entity shall treat all Transmission Customer and ~~Interconnection GI~~ Customer data and information provided to it as market-sensitive and confidential, unless the PGE BPA EIM Entity is otherwise allowed or required to disclose. The PGE BPA EIM Entity shall continue to abide by the ~~Commission's~~ Standards of Conduct under section 4 of the body of the Tariff and handle customer information accordingly.

9.2 Rules of Conduct

These rules of conduct are intended to provide fair notice of the conduct expected and to provide an environment in which all parties may participate in the EIM on a fair and equal basis.

Transmission Customers must:

- (1) Comply with Dispatch Instructions and [PGE/BPA](#) EIM Entity operating orders in accordance with Good Utility Practice. If some limitation prevents the Transmission Customer from fulfilling the action requested by the MO or the [PGE/BPA](#) EIM Entity, the Transmission Customer must immediately and directly communicate the nature of any such limitation to the [PGE/BPA](#) EIM Entity;
- (2) Submit bids for resources that are reasonably expected to both be and remain available and capable of performing at the levels specified in the bid, based on all information that is known or should have been known at the time of submission;
- (3) Notify the MO and/or the [PGE/BPA](#) EIM Entity, as applicable, of outages in accordance with Section 7 of this Attachment [PQ](#);
- (4) Provide complete, accurate, and timely meter data to the [PGE/BPA](#) EIM Entity in accordance with the metering and communication requirements of this Tariff, and maintain responsibility to ensure the accuracy of such data communicated by any customer-owned metering or communications systems. To the extent such information is not accurate or timely when provided to the [PGE/BPA](#) EIM Entity, the Transmission Customer shall be responsible for any consequence on settlement and billing;
- (5) Provide information to the [PGE/BPA](#) EIM Entity, including the information requested in Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4 and 9.1 of this Attachment [PQ](#), by the applicable deadlines; and
- (6) Utilize commercially-reasonable efforts to ensure that forecasts are accurate and based on all information that is known or should have been known at the time of submission to the [PGE/BPA](#) EIM Entity.

9.3 Enforcement

The [PGE/BPA](#) EIM Entity may refer a violation of Section 9.2 of this Attachment ~~P to the CAISO Department of Market Monitoring or FERC. Violations of these rules of conduct may be enforced by FERC in accordance with FERC's rules and procedures.~~ Nothing in this Section 9 is meant to limit the BPA EIM Entity from pursuing any other remedy before FERC or any applicable judicial, governmental, or administrative body available to it.

10. Market Contingencies

10.1 Temporary Suspension by the MO

In the event that the MO implements a temporary suspension in accordance with Section 29.1(d)(1) of the MO Tariff, including the actions identified in Section 29.1(d)(5), temporary schedules shall be utilized in accordance with the Transmission Provider's Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions, or its successor ~~the PGE EIM Entity shall utilize Temporary Schedules 4, 4R, 10, and 11~~ in accordance with Sections 10.4.1, and 10.4.2, ~~10.4.3, and 10.4.4~~ of this Attachment QP until the temporary suspension is no longer in effect or, if the MO determines to extend the suspension, for a period of time sufficient to process termination of the PGE-BPA EIM Entity's participation in the EIM in accordance with Section 29.1(d)(2) of the MO Tariff.

10.2 Termination of Participation in EIM by the PGE-BPA EIM Entity

If the PGE-BPA EIM Entity submits a notice of termination of its participation in the EIM to the MO in accordance with the applicable agreements and Section 4.1.1.5 of this Attachment PQ, in order to mitigate price exposure during the 180-day period between submission of the notice and the termination effective date, the PGE-BPA EIM Entity may invoke the following corrective actions by requesting that the MO:

- (1) prevent EIM Transfers and separate the PGE-BPA EIM Entity's BAA from operation of the EIM in the EIM Area; and
- (2) suspend settlement of EIM charges with respect to the PGE-BPA EIM Entity. Once such corrective actions are implemented by the MO, the PGE-BPA EIM Entity shall utilize temporary schedules in accordance with the Transmission Provider's Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions, or its successor, ~~Temporary Schedules 4, 4R, 10, and 11 in accordance with Sections 10.4.1, 10.4.2, 10.4.3, and 10.4.4 of this Attachment P.~~

If the PGE-BPA EIM Entity takes action under this Section 10.2, the PGE-BPA EIM Entity shall notify the MO and Transmission Customers.

10.3 Corrective Actions Taken by the PGE-BPA EIM Entity for Temporary Contingencies

The PGE-BPA EIM Entity may declare a temporary contingency and invoke corrective actions for the EIM when in its judgment -

- (1) operational circumstances (including a failure of the EIM to produce feasible results in PGE's-BPA's BAA) have caused or are in danger of causing an abnormal system condition in PGE's-BPA's BAA that requires immediate action to prevent loss of load, equipment damage, or tripping system elements that might result in cascading outages, or to restore system operation to meet the applicable Reliability Standards and reliability criteria established by NERC and WECC; or
- (2) communications between the MO and the PGE-BPA EIM Entity are disrupted and prevent the PGE-BPA EIM Entity, the PGE-BPA EIM Entity Scheduling Coordinator,

or a PGE-BPA EIM Participating Resource Scheduling Coordinator from accessing MO systems to submit or receive information.

10.3.1 Corrective Actions for Temporary Contingencies

If either of the above temporary contingencies occurs, the PGE-BPA EIM Entity may take corrective actions as it deems appropriate or it may invoke the following corrective actions by requesting that the MO:

- (1) prevent EIM Transfers and separate the PGE-BPA EIM Entity's BAA from operation of the EIM in the EIM Area; and/or
- (2) suspend settlement of EIM charges with respect to the PGE-BPA EIM Entity.

When corrective action under 10.3.1 (2) is implemented or if the MO Tariff requires the use of ~~these~~ temporary schedules ~~to set an administrative price~~, the PGE EIM Entity Transmission Provider shall will utilize ~~Temporary S~~ temporary S ~~schedules 4, 4R, 10, and 11~~ in accordance with Sections 10.4.1, 10.4.2, 10.4.3, and 10.4.4 of this Attachment P the Transmission Provider's Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions, or its successor.

If the PGE-BPA EIM Entity takes action under this Section 10.3, the PGE-BPA EIM Entity shall notify the MO and Transmission Customers. The PGE-BPA EIM Entity and the MO shall cooperate to resolve the temporary contingency event and restore full EIM operations as soon as is practicable.

10.4 Temporary Schedules 4, ~~4R, 9+10, 11~~

10.4.1 Temporary Schedule 4 Energy Imbalance Service

Energy imbalances will be subject to charges in accordance with the Transmission Provider's Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions, or its successor, ~~as specified below. The amount of energy imbalance shall be calculated separately for each hour and settlements will occur on a cash basis for each hour's imbalances. Hourly imbalance charges between the Transmission Provider and the Transmission Customer will be net billed for the billing period.~~

~~An Energy Imbalance Cost (EIC) shall be determined for each hour.~~

- ~~(1) The EIC will be equal to the market price of energy for each hour calculated pursuant to this Section (c)(1). The hourly EIC will be based upon the Hourly Pricing Proxy.~~
- ~~(2) When the EIC is positive for an hour, (a) PGE will pay the Transmission Customer for excess energy scheduled by the Customer in that hour or (b) the Transmission Customer shall pay PGE for any shortfall in energy scheduled by the Customer in that hour.~~

- ~~(3) When the EIC is negative for an hour, (a) the Transmission Customer will pay PGE for excess energy scheduled by the Customer in that hour or (b) PGE shall pay the Transmission Customer for any shortfall in energy scheduled by the Customer in that hour.~~

~~The charges for Energy Imbalance Service are set forth below:~~

- ~~(1) The Transmission Provider shall establish a deviation band of +/- 5.0 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s).~~
- ~~(2) When the EIC is positive:~~
- ~~A. Within the deviation band, any deviation between hourly scheduled energy and actual delivery of energy shall be repaid as a cash settlement as follows:~~
- ~~1. PGE shall pay the Transmission Customer at a rate equal to 100% of PGE's hourly EIC at the time of each over-scheduled hour.~~
 - ~~2. The Transmission Customer shall pay PGE at a rate equal to 100% of PGE's hourly EIC at the time of each under-scheduled hour.~~
- ~~B. Outside the deviation band, but within a variance of +/- 25%, any deviation between hourly scheduled energy and actual delivery of energy shall be repaid as a cash settlement as follows:~~
- ~~1. PGE shall pay the Transmission Customer at a rate equal to 90% of PGE's hourly EIC at the time of each over-scheduled hour.~~
 - ~~2. The Transmission Customer shall pay PGE at a rate equal to 110% of PGE's hourly EIC at the time of each under-scheduled hour.~~
- ~~C. Any deviation between hourly scheduled energy and actual delivery of energy exceeding +/- 25%, shall be repaid as a cash settlement as follows:~~
- ~~1. PGE shall pay the Transmission Customer at a rate equal to 75% of PGE's hourly EIC at the time of each over-scheduled hour.~~
 - ~~2. The Transmission Customer shall pay PGE at a rate equal to 125% of PGE's hourly EIC at the time of each under-scheduled hour.~~
- ~~(3) When the EIC is negative:~~
- ~~A. Within the deviation band, any deviation between hourly scheduled energy and actual delivery of energy shall be repaid as a cash settlement as follows:~~
- ~~1. PGE shall pay the Transmission Customer at a rate equal to 100% of the absolute value of PGE's hourly EIC at the time of each under-scheduled hour.~~
 - ~~2. The Transmission Customer shall pay PGE at a rate equal to 100% of the absolute value of PGE's hourly EIC at the time of each over-scheduled hour.~~
- ~~B. Outside the deviation band, but within a variance of +/- 25%, any deviation between hourly scheduled energy and actual delivery of energy shall be repaid as a cash settlement as follows:~~
- ~~1. PGE shall pay the Transmission Customer at a rate equal to 90% of the absolute value of PGE's hourly EIC at the time of each under-scheduled hour.~~

- ~~2. The Transmission Customer shall pay PGE at a rate equal to 110% of the absolute value of PGE's hourly EIC at the time of each over-scheduled hour.~~
- ~~C. Any deviation between hourly-scheduled energy and actual delivery of energy exceeding +/- 25% shall be repaid as a cash settlement as follows:
 - ~~1. PGE shall pay the Transmission Customer at a rate equal to 75% of the absolute value of PGE's hourly EIC at the time of each under-scheduled hour.~~
 - ~~2. The Transmission Customer shall pay PGE at a rate equal to 125% of the absolute value of PGE's hourly EIC at the time of each over-scheduled hour.~~~~

~~Crediting Mechanism. Excess charges and under-payments for energy imbalance and generation imbalance service provided outside the +/- 5.0 percent deviation bands established in Schedules 4 and 10 and outside the +/- 7.5 percent deviation band in Schedule 4R of the Tariff shall be referred to as Penalty Charges. PGE will distribute revenue received from such Penalty Charges as follows:~~

- ~~(1) Revenue from Penalty Charges will be distributed based upon energy imbalance calculations for each hour of a month.~~
- ~~(2) An Offending Customer is one which has incurred Penalty Charges.~~
- ~~(3) A Non-offending Customer is one which has not incurred Penalty Charges during the same hour as the Offending Customer(s).~~
- ~~(4) For each hour, in which there is one or more Offending Customer, the revenues from Penalty Charges will be allocated as follows:
 - ~~A. The sum of the revenues from Penalty Charges incurred by the Offending Customers will be distributed among all of the Non-offending Customers according to the percentage of power delivered to the Non-offending Customer's load or from the Non-offending Customer's generation that hour.~~
 - ~~B. The hourly distributions of revenues from Penalty Charges will be credited to the Non-offending Customers.~~~~

~~10.4.2 Temporary Schedule 4R Retail Energy Imbalance Service~~

~~This Temporary Schedule 4R provides Energy Imbalance Service to Transmission Customers providing Retail Direct Access. Temporary Schedule 4R applies in place of Temporary Schedule 4 for any such customer; Transmission Customers will be charged or paid for imbalance energy under Temporary Schedule 4 or Temporary Schedule 4R but not both.~~

- ~~(1) Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Energy Imbalance obligation.~~
- ~~(2) Energy imbalances will be subject to charges as specified below. The amount of energy imbalance shall be calculated separately for each hour and settlements will occur on a~~

~~cash basis for each hour's imbalances. Hourly imbalance charges between the Transmission Provider and the Transmission Customer will be net billed for the billing period.~~

~~(3) An Energy Imbalance Cost (EIC) shall be determined for each hour. The EIC will be equal to the market price of energy for each hour calculated pursuant to this Section (3)A. The hourly EIC will be based upon the Hourly Pricing Proxy.~~

~~A. When the EIC is positive for an hour, (a) PGE will pay the Transmission Customer for excess energy delivered by the Customer in that hour or (b) the Transmission Customer shall pay PGE for any shortfall in energy delivered by the Customer in that hour.~~

~~B. When the EIC is negative for an hour, (a) PGE will pay the Transmission Customer for any shortfall in energy delivered by the Customer in that hour or (b) the Transmission Customer shall pay PGE for excess energy delivered by the Customer in that hour.~~

~~(4) The charges for Energy Imbalance Service are set forth below:~~

~~A. The Transmission Provider shall establish a deviation band of +/- 7.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s).~~

~~B. When the EIC is positive:~~

~~1. Within the deviation band, any deviation between hourly scheduled energy and actual delivery of energy shall be repaid as a cash settlement as follows:~~

~~a. PGE shall pay the Transmission Customer at a rate equal to 100% of PGE's hourly EIC at the time of each over scheduled hour.~~

~~b. The Transmission Customer shall pay PGE at a rate equal to 100% of PGE's hourly EIC at the time of each under scheduled hour.~~

~~2. Outside the deviation band, any deviation between hourly scheduled energy and actual delivery of energy shall be repaid as a cash settlement as follows:~~

~~a. PGE shall pay the Transmission Customer at a rate equal to 90% of the PGE's hourly EIC at the time of each over scheduled hour.~~

~~b. The Transmission Customer shall pay PGE at a rate equal to 110% of the PGE's hourly EIC at the time of each under scheduled hour.~~

~~C. When the EIC is negative:~~

~~1. Within the deviation band, any deviation between hourly scheduled energy and actual delivery of energy shall be repaid as a cash settlement as follows:~~

~~a. PGE shall pay the Transmission Customer at a rate equal to 100% of the absolute value of PGE's hourly EIC at the time of each under scheduled hour.~~

~~b. The Transmission Customer shall pay PGE at a rate equal to 100% of the absolute value of PGE's hourly EIC at the time of each over scheduled hour.~~

~~2. Outside the deviation band, any deviation between hourly scheduled energy and actual delivery of energy shall be repaid as a cash settlement as follows:~~

~~a. PGE shall pay the Transmission Customer at a rate equal to 90% of the absolute value of PGE's hourly EIC at the time of each under scheduled hour.~~

- b. ~~The Transmission Customer shall pay PGE at a rate equal to 110% of the absolute value of PGE's hourly EIC at the time of each over-scheduled hour.~~
- (5) ~~Crediting Mechanism. Excess charges and under-payments for energy imbalance and generation imbalance service provided outside the +/- 5.0 percent deviation bands established in Schedules 4 and 10 and outside the +/- 7.5 percent deviation band in Schedule 4R of the Tariff shall be referred to as Penalty Charges. PGE will distribute revenue received from such Penalty Charges as follows:~~
- ~~A. Revenue from Penalty Charges will be distributed based upon energy imbalance calculations for each hour of a month.~~
 - ~~B. An Offending Customer is one which has incurred Penalty Charges~~
 - ~~C. A Non-offending Customer is one which has not incurred Penalty Charges during the same hour as the Offending Customer(s).~~
 - ~~D. For each hour, in which there is one or more Offending Customer, the revenues from Penalty Charges will be allocated as follows:~~
 - ~~1. The sum of the revenues from Penalty Charges incurred by the Offending Customers will be distributed among all of the Non-offending Customers according to the percentage of power delivered to the Non-offending Customer's load or from the Non-offending Customer's generation that hour.~~
 - ~~2. The hourly distributions of revenues from Penalty Charges will be credited to the Non-offending Customer.~~

10.4.310.4.2 Temporary Schedule ~~10-9~~ Generator Imbalance Service

Generator Imbalance Service will be provided in accordance with the Transmission Provider's Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions, or its successor and Schedule 9, to the extent applicable. ~~is provided when a difference occurs between the output of a generator located in the Transmission Provider's Control Area and a delivery schedule from that generator to (1) another Control Area or (2) a load within the Transmission Provider's Control Area over a single hour (plus real power losses). The Transmission Provider must offer this service, to the extent it is physically feasible to do so from its resources or from resources available to it, when transmission service is used to deliver energy from a generator located within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Generator Imbalance Service obligation. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator. The Transmission Provider may charge a Transmission Customer a penalty for either hourly generator imbalances under this Temporary Schedule 10 or a penalty for hourly energy imbalances under Temporary Schedule 4 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other. To the extent the Interconnection Customer is a different entity than the Transmission Customer and controls the output of a generator located in the Transmission Provider's Control Area, the~~

~~Interconnection Customer may be subject to charges for Generator Imbalance Service (rather than the Transmission Customer) in accordance with this Temporary Schedule 10.~~

~~The Transmission Provider shall establish charges for generator imbalance based on the deviation bands as follows: (i) deviations within +/- 1.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any generator imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be netted on a monthly basis and settled financially, at the end of each month, at the Hourly Pricing Proxy, (ii) deviations greater than +/- 1.5 percent up to 7.5 percent (or greater than 2 MW up to 10 MW) of the scheduled transaction to be applied hourly to any generator imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled financially, at the end of each month, at 110 percent of the Hourly Pricing Proxy for under scheduling or 90 percent of the Hourly Pricing Proxy for over scheduling, and (iii) deviations greater than +/- 7.5 percent (or 10 MW) of the scheduled transaction to be applied hourly to any generator imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled at 125 percent of the Hourly Pricing Proxy for under scheduling or 75 percent of the Hourly Pricing Proxy for over scheduling, except that an intermittent resource will be exempt from this deviation band and will pay the deviation band charges for all deviations greater than the larger of 1.5 percent or 2 MW. An intermittent resource, for the limited purpose of this Schedule is an electric generator that is not dispatchable and cannot store its fuel source and therefore cannot respond to changes in system demand or respond to transmission security constraints.~~

~~Notwithstanding the foregoing, deviations from scheduled transactions in order to respond to directives by the Transmission Provider, a balancing authority, or a reliability coordinator shall not be subject to the deviation bands identified above and, instead, shall be settled financially, at the end of the month, at 100 percent of the Hourly Pricing Proxy. Such directives may include instructions to correct frequency decay, respond to a reserve sharing event, or change output to relieve congestion.~~

~~For any hour for which Transmission Provider assesses any charge for Generator Imbalance Service under this Temporary Schedule 10 based on 110 percent or 125 percent of the Hourly Pricing Proxy, Transmission Provider shall credit to non-offending Transmission Customers for such hour the amount by which such charge exceeded the Hourly Pricing Proxy.~~

~~10.4.4 Temporary Schedule 11—Real Power Losses~~

~~A transmission customer taking Network Integration Transmission Service, Firm or Non Firm Point to Point Transmission Service shall be responsible for Real Power Losses as provided for in Sections 15.7 and 28.5 of the Tariff. For each hour where the Transmission Provider provides loss service, the Transmission Customer shall compensate the Transmission Provider at a rate equal to the Hourly Pricing Proxy for energy for such hour based on the product of the actual transmission service provided (scheduled service less any curtailments, corrections or~~

~~adjustments mutually agreed on by the Transmission Provider and the Transmission Customer) during each hour in MWhs and the applicable loss factor provided in Sections 15.7 and 28.5 of the Tariff.~~