

<u>Generator Plant-Unit Name</u>	<u>Other Names</u>	<u>County</u>	<u>State</u>	<u>Fuel Type</u>	
Alta 10 - Alta 10		Kern	CA	Wind	<a href="http://www3.sce.com/sscc/law/dis/dbattach10.nsf/0/E9FFDFED7DC6BC378825797500633187/\$FILE/111229+ER12-712+SCE_+Alta+LGIA+2012_TL-LGIA.pdf">http://www3.sce.com/sscc/law/dis/dbattach10.nsf/0/E9FFDFED7DC6BC378825797500633187/\$FILE/111229+ER12-712+SCE_+Alta+LGIA+2012_TL-LGIA.pdf</a>
Alta 11 - Alta 11		Kern	CA	Wind	<a href="http://www3.sce.com/sscc/law/dis/dbattach10.nsf/0/E9FFDFED7DC6BC378825797500633187/\$FILE/111229+ER12-712+SCE_+Alta+LGIA+2012_TL-LGIA.pdf">http://www3.sce.com/sscc/law/dis/dbattach10.nsf/0/E9FFDFED7DC6BC378825797500633187/\$FILE/111229+ER12-712+SCE_+Alta+LGIA+2012_TL-LGIA.pdf</a>
Angels - Angels Powerhouse	Calaveras County Water Agency	Calaveras	CA	Hydroelectric Water	See attached copy of interconnection agreement
Blue Lake Power LLC - Blue Lake Power LLC	Renewable Energy Providers	Humboldt	CA	Biomass	<a href="http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf">http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf</a>
Geysers Power Plant - Calpine Geothermal Unit 11	Geysers Power Company LLC	Sonoma	CA	Geothermal Energy	<a href="http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf">http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf</a>
Geysers Power Plant - Calpine Geothermal Unit 5/6	Geysers Power Company LLC	Sonoma	CA	Geothermal Energy	<a href="http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf">http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf</a>
Geysers Power Plant - Calpine Geothermal Unit 7-8	Geysers Power Company LLC	Sonoma	CA	Geothermal Energy	<a href="http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf">http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf</a>
Calabasas Gas-to-Energy Facility - CGTEF	LA County Sanitation District	Los Angeles	CA	Biogas	FERC filing number: ER08-1420-000
CRES - Community Renewable Energy Services dba Dinuba Ene		Tulare	CA	Biomass	FERC Docket No. ER04-413-000
Covanta Delano, Inc. - Covanta Delano, Inc.		Delano	CA	Biomass	<a href="http://www3.sce.com/sscc/law/dis/dbattach8.nsf/0/24ADA8762F75516A8825769C007C8736/\$FILE/091231+ER10-XXX+SCE-Covanta+Revised+WDAT+SA20_IFA122.pdf">http://www3.sce.com/sscc/law/dis/dbattach8.nsf/0/24ADA8762F75516A8825769C007C8736/\$FILE/091231+ER10-XXX+SCE-Covanta+Revised+WDAT+SA20_IFA122.pdf</a>
FMG - Prima Deshecha - FMG - Prima Deshecha	MM Prima Deshecha Energy LLC	Orange	CA	Biogas	QF Power Purchase Converted to Renewable Agreement
Mesa Wind Power Corporation - Mesa Wind Power Corporation	Mesa Wind Power Corp	San Bernardino	CA	Wind	<a href="http://elibrary.ferc.gov/0/idmws/File_List.asp?document_id=14091261">http://elibrary.ferc.gov/0/idmws/File_List.asp?document_id=14091261</a>
MM San Diego - Miramar - MM San Diego Energy, LLC - Miramar		San Diego	CA	Biogas	QF Power Purchase Converted to Renewable Agreement
Murphys - Murphys Powerhouse	Utica Power Authority	Calaveras	CA	Hydroelectric Water	See attached copy of interconnection agreement
Ocotillo 2 - Ocotillo Express LLC	Pattern Energy Group	Imperial	CA	Wind	<a href="http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf">http://www.caiso.com/Documents/ListLargeGeneratorInterconnection_SmallGeneratorInterconnectionAgreements.pdf</a>
Olivenhain Municipal Water District - Olivenhain Municipal Water District		Encinitas	CA	Hydroelectric Water	FIT Agreement 7.23.2013
Otay Landfill 3 - Otay Landfill Gas LLC	Covanta Otay 3 Company	San Diego	CA	Biogas	QF Power Purchase Converted to Renewable Agreement
Puente Hills Energy Recovery - Puente Hills Gas-to-Energy Facility Phase II Gen3	LA County Sanitation District	Los Angeles	CA	Biogas	<a href="http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=4474461">http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=4474461</a>
Puente Hills Energy Recovery - Puente Hills Gas-to-Energy Facility Phase II Gen4	LA County Sanitation District	Los Angeles	CA	Biogas	<a href="http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=4474461">http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=4474461</a>
Puente Hills Energy Recovery - Puente Hills Gas-to-Energy Facility Phase II Gen5	LA County Sanitation District	Los Angeles	CA	Biogas	<a href="http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=4474461">http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=4474461</a>
Rising Tree Wind Farm II LLC - Rising Tree Wind Farm II LLC		Kern	CA	Wind	<a href="http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=14250225">http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=14250225</a>
Rising Tree Wind Farm LLC - Rising Tree Wind Farm LLC		Kern	CA	Wind	<a href="http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=14250225">http://elibrary.ferc.gov/0/idmws/file_list.asp?document_id=14250225</a>
San Marcos Energy LLC - San Marcos Energy LLC		San Diego	CA	Biogas	QF Power Purchase Converted to Renewable Agreement
Total Energy Facility - TEF - GEN 1	LA County Sanitation District	Los Angeles	CA	Biogas	FERC filing number: ER11-3849-000
Total Energy Facility - TEF - GEN 4	LA County Sanitation District	Los Angeles	CA	Biogas	FERC filing number: ER11-3849-000
Total Energy Facility - TEF - GEN2	LA County Sanitation District	Los Angeles	CA	Natural Gas (CEC Renewable)	FERC filing number: ER11-3849-000
Total Energy Facility - TEF - GEN3	LA County Sanitation District	Los Angeles	CA	Biogas	FERC filing number: ER11-3849-000

EXHIBIT C

CCWD Angels / Utica (Murphys)  
Interconnection & Metering  
Agmt.

## INTERCONNECTION AND METERING AGREEMENT

THIS AGREEMENT is entered into this 15 day of August, 1995 by and between Calaveras County Water District (CCWD), a California water district, and Pacific Gas and Electric Company (PG&E), a California corporation, (separately Party and collectively Parties) and is as follows:

### RECITALS:

- A. PG&E and CCWD are entering into an arrangement whereby PG&E will sell and convey its Angels and Utica hydroelectric projects (Projects) to CCWD.
- B. Commencing with the sale and transfer to CCWD, CCWD will for a period of time sell and deliver the electric power output of the Projects to PG&E pursuant to a power purchase agreement being contemporaneously executed by the Parties.
- C. The generating facilities being sold to CCWD will remain electrically interconnected with the PG&E electric system and an agreement is needed to provide for the terms and conditions of this interconnection and for metering of power deliveries into the PG&E system.

NOW THEREFORE, CCWD and PG&E agree as follows:

### 1. DEFINITIONS

When underlined, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 Agreement: This document and the Appendices hereto attached, which are incorporated herein by reference:

- Appendix A: PG&E's Electric Rule No. 21
- Appendix B: Points of Delivery/Interconnection Sketch
- Appendix C: Special Facilities Agreement
- Appendix D: Operating Agreement
- Appendix E: Special Agreements for Electrical Standby Service

- 1.2 CPUC: The Public Utilities Commission of the State of California, or its successor.

- 1.3 Designated PG&E Switching Center: PG&E's Stockton Division Operator (telephone (209) 947-6590), or such other PG&E center as PG&E may designate by written notice given to CCWD.
- 1.4 Electric Rule No. 21: PG&E's interconnection standards for cogenerators and small power producers interconnected with the PG&E system as filed with the CPUC as of the date of this Agreement, attached as Appendix A, and associated documents and procedures under Electric Rule No. 21; filed with and approved by the CPUC; provided, after termination of the PPA, Electric Rule No. 21, shall be that rule and associated documents and procedures as revised or superseded from time-to-time by filings with the CPUC.
- 1.5 Electric System Integrity: The state of operation of PG&E's electric system in a manner which is deemed by PG&E to minimize the risk of injury to persons and/or property and to enable PG&E to provide adequate and reliable electric service to its customers.
- 1.6 Emergency: An actual or imminent condition or situation which jeopardizes PG&E's Electric System Integrity.
- 1.7 FPA: The Federal Power Act.
- 1.8 FERC: The Federal Energy Regulatory Commission and its regulatory successors.
- 1.9 Force Majeure: Any occurrence beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure which causes the Party to be unable to perform its obligations, which by exercise of due foresight such Party could not reasonably have been expected to avoid and which the Party is unable to overcome by the exercise of due diligence. Such an occurrence may include, but is not limited to, acts of God, labor disputes, sudden actions of the elements, actions or inactions by federal, state, and municipal agencies, and actions or inactions of legislative, judicial, or regulatory agencies.
- 1.10 Generating Facilities: The Murphys and Angels powerhouses, together with all protective and other associated equipment and improvements owned, maintained, and operated by CCWD, which are necessary to produce electrical power at those powerhouses, excluding associated land, land rights, and interests in land. The term Generating Facilities shall be understood to include both Murphys and Angels powerhouses as well as each powerhouse alone.



- 1.11 Interconnection Facilities: All means required, and apparatus installed, to interconnect and deliver power from the Generating Facilities to the PG&E system in accordance with PG&E's Electric Rule No. 21, including, but not limited to, connection, transformation, switching, metering, communications, control, and safety equipment, such as equipment required to protect (a) the PG&E system and its customers from faults occurring at the Generating Facilities, and (b) the Generating Facilities from faults occurring on the PG&E system or on the systems of others to which the PG&E system is directly or indirectly connected. Interconnection Facilities also include any necessary additions and reinforcements by PG&E to the PG&E system required as a result of the interconnection of the Generating Facilities to the PG&E system.
- 1.12 Points of Delivery: The points where the electrical conductors from the Generating Facilities contact PG&E's system (viz., where ownership of the conductors changes), as this shall exist whenever the deliveries are being made, or at such other point or points as the Parties may agree in writing. Sketches depicting where ownership of the conductors changes are attached in Appendix B.
- 1.13 PPA: The Power Purchase Agreement between CCWD and PG&E for the sale by CCWD and purchase of electric power generated by the Murphy's and Angel powerplants, dated on or about the date of this Agreement.
- 1.14 Projects: The Angels and Utica hydroelectric projects in Calaveras County, California, consisting of reservoirs, water conveyance facilities and the Murphys and Angels powerplants and associated facilities, constructed and operated pursuant to Federal Energy Regulatory Commission licenses for Projects Nos. 269 and 2019.
- 1.15 Protective Apparatus: Electrical control devices necessary for proper and safe operation of the Generating Facilities in parallel with PG&E's electric system in accordance with Electric Rule No. 21 and as required by PG&E, including but not limited to relays, meters, power circuit breakers, synchronizers and other control devices as agree to by the Parties.
- 1.16 Prudent Electrical Practices: Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency, and economy.

- 1.17 Special Facilities: Those Interconnection Facilities consisting of additions and reinforcements to the PG&E system which are needed to accommodate the maximum delivery of energy and capacity from the Generating Facilities as provided in this Agreement and those other parts of the Interconnection Facilities, if any, which are owned and maintained by PG&E at CCWD's request, including metering and data processing equipment.

## 2. TERM AND TERMINATION

- 2.1 This Agreement shall be binding upon signature by both Parties; provided, that a condition precedent to the obligations of either Party hereunder shall be the execution by the Parties of the contracts enumerated in Section 2.2 and the obtaining of all necessary regulatory approvals for those contracts.

- 2.2 The Parties agree that the following contracts, which they contemplate will be executed by them contemporaneously with this Agreement, are necessary to the overall arrangement between them:

Asset Sale Agreement By and Between Pacific Gas and Electric Company and Calaveras County Water District

Angels/Utica Operating and Maintenance Agreement

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Non-Utility Owned Generation and/or Electric Standby Service (Electric Rule Nos. 2 and 21) (CPUC Advice No. 1339-E) (Form attached as Appendix C.)

Qualifying Facility Standard Operating Agreement for Facilities of 40 kw and Larger (PG&E Form 79-723, rev. 4/90) (Form attached as Appendix D.)

Special Agreement for Electrical Standby Service (two) (Forms attached as Appendix E.)

### The PPA

- 2.3 This Agreement shall remain in effect for a term of 30 years and shall terminate at 2400 hours of the 30th anniversary of the date upon which it has been executed by the Parties.
- 2.4 Upon termination of this Agreement, all rights CCWD shall have under this Agreement to remain interconnected to PG&E's electric system shall cease and CCWD shall claim no



further right to have such Projects connected to PG&E's electric system by reason of this Agreement. Such termination shall not affect rights and obligations of a continuing nature or for payment of money for transactions occurring prior to termination. The provisions of this Section 2.4 however shall not be construed as a bar to assertion by CCWD of any rights it may have apart from this Agreement to remain interconnected with PG&E or to obtain other or related services from it pursuant to any applicable law or regulation following termination of this Agreement, independent and exclusive of this Agreement.

- 2.5 Prior to any anticipated termination of the PPA, if CCWD intends thereafter to sell energy from either or both Projects to someone other than PG&E, the Parties shall attempt, in good faith, to negotiate a new contract for PG&E to provide CCWD transmission service reasonably required for such sale. Any new contract negotiated by the Parties would only obligate PG&E to transmit energy from the Projects to an entity which is eligible to apply to the FERC, under Section 211 of the FPA, for transmission service and for which FERC may order transmission as provided in Sections 211 and 212(h) of the FPA.

The Parties note that Section 212(h) of the FPA provides that:

No order issued under this Act shall be conditioned upon or require the transmission of electric energy:

- (1) directly to an ultimate consumer, or
- (2) to, or for the benefit of, an entity if such electric energy would be sold by such entity directly to an ultimate consumer . . .

This Section 212(h) limitation is, however, subject to certain exceptions. The Parties hereby agree that, with respect to its existing member customers as of October 24, 1992, the date of enactment of the Energy Policy Act of 1992, the Calaveras Public Power Agency (CPPA), a joint powers agency formed under California law, meets one of the exceptions stated in Section 212(h). Specifically, CPPA meets the requirements of Section 212(h)(2), which allows FERC to order transmission for an entity which is:

- (A) . . . a State or any political subdivision of a State (or an agency, authority, or instrumentality of a State or political subdivision). . . ; and

(B) . . . was providing electric service to such ultimate consumer on the date of enactment of this subsection . . . .

PG&E agrees that it will, subject to negotiating a suitable contract with CCWD, transmit electric energy to those member customers of CPPA which were CCPA's customers as of October 24, 1992.

In negotiating a contract for transmission service for CCWD, PG&E reserves the right to seek inclusion of all terms and conditions it believes it requires and which are consistent with law and FERC policy, rules and regulations, including but not limited to recovery of stranded costs.

Any arrangement for transmission service for CCWD shall require contractual provisions for interconnection and interconnected operations of the Projects with PG&E's system and metering of energy delivered by CCWD to PG&E. The Parties agree that, subject to acceptance by FERC, this Agreement shall provide those contractual provisions.

### 3. OPERATION

3.1 CCWD shall operate the Generating Facilities in parallel with PG&E's system in accordance with Prudent Electrical Practices.

3.2 CCWD shall operate the Generating Facilities to generate such reactive power or provide individual power factor correction as necessary to maintain voltage levels and reactive power support as may be required by PG&E, in accordance with Electric Rule No. 21. CCWD shall not deliver excess reactive power to PG&E unless otherwise agreed upon between the Parties. If CCWD fails to provide reactive power support, PG&E may do so at CCWD's expense.

3.3 The Generating Facilities shall be operated with all of CCWD's Protective Apparatus in service whenever the Generating Facilities is connected to, or is operated in parallel with, the PG&E electric system. Any deviation for brief periods of Emergency or maintenance shall only be by agreement of the Parties. Any changes of the approved settings of PG&E required Protective Apparatus shall be made only after CCWD notifies PG&E in writing of the proposed changes in settings and PG&E gives CCWD its written approval of the changes.

3.4 CCWD shall maintain operating communications with the Designated PG&E Switching Center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled



outages, equipment clearances, protective relay operations, levels of operating voltage and reactive power, and daily capacity and generation reports.

3.5 CCWD shall keep a daily operations log for the Generating Facilities which shall include information on availability, maintenance outages, circuit breaker trip operations requiring a manual reset, and any significant events related to the operation of the Generating Facilities, including but not limited to: real and reactive power production, changes in operating status and Protective Apparatus operations, and any unusual conditions found during inspections. Changes in setting shall also be logged for CCWD's generator(s) if it is "block-loaded" to a specific kW capacity.

3.6 CCWD shall maintain complete daily operations records applicable to the Generating Facilities, including but not limited to maintenance performed, kilowatts, kilovars and kilowatthours generated and settings or adjustments of the generator control equipment and protective devices. Such information shall be available pursuant to Section 14.

3.7 PG&E may require CCWD, at CCWD's expense, to demonstrate to PG&E's satisfaction the correct calibration and operation of CCWD's Protective Apparatus at any time PG&E has reason to believe that said Protective Apparatus may impair the PG&E Electric System Integrity.

3.10 As noted in Section 2.2, the Parties contemporaneously are entering into an operating agreement, which contains numerous terms applying to interconnected operations. In the event there is any inconsistency between this Agreement and that operating agreement, the provisions of this Agreement shall govern.

#### 4. MAINTENANCE

4.1 CCWD shall maintain the Generating Facilities in accordance with Prudent Electrical Practices.

4.2 CCWD shall notify PG&E (1) by January 1, May 1, and September 1 of each year, of the estimated scheduled maintenance for the succeeding four months and (2) by September 1 of each year, of the estimated scheduled maintenance for the following calendar year.

4.3 CCWD shall maintain the Interconnection Facilities in accordance with Prudent Electrical Practices and shall follow at minimum the frequency of inspection and testing as outlined in the Operating Agreement, the form of which is included in Appendix D.

5. INTERCONNECTION FACILITIES

- 5.1 The Parties are executing contemporaneously an agreement for Special Facilities which provides for the ownership, construction, operation and maintenance of PG&E's portion of the Interconnection Facilities pursuant to Electric Rule No. 21. All Special Facilities shall be owned, operated and maintained pursuant to Electric Rule No. 21.
- 5.2 The Interconnection Facilities for which CCWD is responsible and the Points of Delivery are set forth either in equipment lists or by appropriate one-line diagrams attached as Appendix B.
- 5.3 CCWD shall provide written notice to PG&E at least 14 days prior to any testing of CCWD's Protective Apparatus. CCWD's Protective Apparatus shall be tested at intervals not to exceed three years using qualified personnel. PG&E shall be given reasonable advance written notice of any testing and shall have the right to have a representative present at the initial and subsequent testing of CCWD's Protective Apparatus and to receive copies of the test results. The first such testing by CCWD shall occur not later than the third anniversary of the last testing of the Protective Apparatus by PG&E. PG&E shall inform CCWD in writing, promptly after the conveyance of the Projects to CCWD, of the date of the last such testing by it.
- 5.4 CCWD shall be allocated existing transmission line capacity in accordance with PG&E's Electric Rule No. 21.
- 5.5 CCWD shall be solely responsible for the design, purchase, construction, operation, and maintenance of the Interconnection Facilities, owned by CCWD, necessary to protect PG&E's electric system, employees and customers from damage or injury arising out of or connected with the operation of the Generating Facilities. CCWD shall operate and maintain the Interconnection Facilities owned by CCWD in accordance with Prudent Electrical Practices.
- 5.6 CCWD shall provide to PG&E reasonable advance written notice of any changes in the Interconnection Facilities and provide to PG&E specifications and design drawings of any such changes for PG&E's review and approval. PG&E may require modifications to such specifications and designs as it deems necessary to allow PG&E to operate PG&E's system in accordance with Prudent Electrical Practices.
- 5.7 CCWD shall pay for any changes in the Interconnection Facilities as may be reasonably required to meet the changing requirements of the PG&E system in accordance with PG&E's Electric Rule No. 21.



## 6. REVIEW AND DISCLAIMER

- 6.1 Review by PG&E of the design, construction, operation, or maintenance of CCWD's Interconnection Facilities, except Special Facilities, shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of such facilities. CCWD shall in no way represent to any third party that any such review by PG&E of such facilities, including but not limited to any review of the design, construction, operation or maintenance of such facilities by PG&E, is a representation by PG&E as to the economic or technical feasibility, operational capability, or reliability of such facilities. CCWD is solely responsible for economic and technical feasibility, operational capability, and reliability of CCWD's Interconnection Facilities except Special Facilities and the Generating Facilities.
- 6.2 PG&E shall notify CCWD in writing of the outcome of PG&E's review of the design and all of the specifications, drawings, and explanatory material for CCWD's Interconnection Facilities, except Special Facilities, within 30 days of the receipt of the design and all of the specifications, drawings, and explanatory material for CCWD's Interconnection Facilities. Any flaws in the design perceived by PG&E in the review of all of the specifications, drawings, and explanatory material for CCWD's Interconnection Facilities shall be described in PG&E's written notification.

## 7. REAL PROPERTY RIGHTS

- 7.1 CCWD agrees to grant PG&E all necessary easements and rights of way, including adequate and continuing access rights, on property of CCWD to transport, install, operate, maintain, replace and remove the Interconnection Facilities and any equipment or line extension that may be provided, owned, operated and maintained by PG&E on the property of CCWD. CCWD agrees to grant such easements and rights of way to PG&E at no cost and in a form satisfactory to PG&E and capable of being recorded in the office of the County Recorder.
- 7.2 PG&E shall have the right of ingress to and egress from the Generating Facilities at all reasonable hours for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to PG&E by law or its tariff schedules and rules on file with the CPUC.

## 8. METERING

- 8.1 All meters and equipment used for the measurement of power for determining PG&E's payments to CCWD pursuant to this Agreement shall be provided, owned, and maintained by PG&E at CCWD's sole expense in accordance with Electric Rule No. 21.
- 8.2 All the meters and equipment used for measuring the power delivered to PG&E shall be located on the high-voltage side of the Interconnection Facilities transformers.
- 8.3 PG&E's meters shall be sealed and the seals shall be broken only when the meters are to be inspected, tested, or adjusted by PG&E. CCWD shall be given reasonable notice of testing and shall have the right to have a representative present on such occasions.
- 8.4 PG&E shall inspect and test all meters upon their installation and annually thereafter. At CCWD's request and expense, PG&E shall inspect or test a meter more frequently.
- 8.5 Metering equipment determined by PG&E to be inaccurate or defective shall be repaired, adjusted, or replaced by PG&E such that the metering accuracy of said equipment shall be within two percent. If a meter fails to register or if the measurement made by a meter during a test varies by more than two percent from the metering standard used in the test, an adjustment shall be made correcting all measurements made by the inaccurate meter for (a) the actual period during which inaccurate measurements were made, if the period can be determined, or if not, (b) the period immediately preceding the test of the meter equal to one-half the time from the date of the last previous test of the meter; provided, that the period covered by the correction shall not exceed six months.

## 9. INTERRUPTION OF DELIVERIES

- 9.1 PG&E may require CCWD to interrupt or reduce deliveries of capacity and energy (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its system; or (b) if it determines that interruption or reduction is necessary because of an Emergency, forced outage, Force Majeure, or compliance with Prudent Electrical Practices; provided, that PG&E shall not interrupt deliveries pursuant to this Section solely in order to take advantage, or make purchases, of less expensive energy elsewhere.



9.2 Notwithstanding any other provisions of this Agreement, if at any time PG&E determines that, (a) continued parallel operation of the Generating Facility may endanger PG&E personnel, (b) continued parallel operation of the Generating Facility may endanger the PG&E Electric System Integrity, or (c) CCWD's Protective Apparatus is not fully in service, PG&E shall have the right to disconnect the Generating Facility from PG&E's system. The Generating Facility shall remain disconnected until such time as PG&E is satisfied that the condition(s) referenced in this Section 9.2 have been corrected.

9.3 Whenever possible, PG&E shall give CCWD reasonable notice of the possibility that interruption or reduction of deliveries may be required.

9.4 PG&E shall incur no liability or responsibility to make CCWD whole as a result of any interruptions or reductions of deliveries or and disconnections made in accordance with this Section 9.

#### 10. **PAYMENT AND BILLING**

10.1 PG&E shall mail to CCWD not later than 45 days after the end of each monthly billing period (a) a bill showing any charges to CCWD for services or other work which PG&E may provide under this Agreement.

10.2 PG&E reserves the right to provide any bill to CCWD for services under this Agreement concurrently with any statement to CCWD for sales by CCWD to PG&E under the PPA and to apply the value of PG&E's purchases pursuant to the PPA toward such bill.

10.3 If adjustments to payments are required as a result of inaccurate meters, PG&E shall use the corrected measurements described in Section 8.5 to recalculate the amount due from PG&E to CCWD for the and energy delivered under the PPA during the period of inaccuracy. Any refund due and payable to PG&E resulting from inaccurate metering shall be made within 30 calendar days of written notification to CCWD by PG&E of the amount due. Any additional payment to CCWD resulting from inaccurate metering shall be made within 30 days of PG&E's recomputation of the amount due from PG&E to CCWD.

10.4 Monthly charges associated with Interconnection Facilities, if any, shall be billed pursuant to the agreement for Special Facilities and applicable tariffs.

- 10.5 Monthly charges associated with electric Standby Service shall be billed monthly pursuant to the Special Agreement for Electrical Standby Service and applicable tariffs.

11. INDEMNITY AND LIABILITY

- 11.1 Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property including property of either Party arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of, or (b) the making of replacements, additions, betterments to, or reconstruction of, the indemnitor's facilities; provided, that CCWD's duty to indemnify PG&E hereunder shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from interruptions in electrical service to PG&E's customers other than CCWD or electric customers of CCWD. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand or expense resulting from its sole negligence or willful misconduct.
- 11.2 Notwithstanding the indemnity of Section 11.1 and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its facilities resulting from electrical disturbances or faults.
- 11.3 CCWD releases and shall defend, save harmless and indemnify PG&E from any and all loss, liability, damage, claim, cost, charge, demand or expense arising out of or in connection with any representation made by CCWD inconsistent with Section 6.1.
- 11.4 The provisions of this Section 11 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 11.5 Except as otherwise provided in Section 11.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.



11.6 If CCWD fails to comply with the provisions of Section 12, CCWD shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, and agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, claim, cost, charge, demand, or expense, including attorneys' fees and other costs of litigation), resulting from injury or death to any person or damage to any property, including the personnel or property of PG&E, to the extent that PG&E would have been protected had CCWD complied with all of the provisions. The inclusion of this Section 11.6 is not intended to create any express or implied right in CCWD to elect not to provide the insurance required under Section 12.

## 12. INSURANCE

12.1 In connection with the Generating Facilities, associated land, land rights, and interests in land, and with CCWD's performance of and obligations under this Agreement, CCWD shall maintain, during the term of this Agreement, Commercial General Liability Insurance. Such insurance shall provide coverage at least as broad as the Insurance Service Office (ISO) Commercial General Liability Coverage "occurrence" form, with not coverage deletions. The limit shall not be less than \$1,000,000 for each occurrence for bodily injury, property damage and personal injury.

12.2 The Commercial General Liability Insurance required in Section 12.1 shall, by endorsement to the policy or policies, (a) add PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; (d) provide for 30 days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

12.3 CCWD shall obtain and provide PG&E a certificate of insurance evidencing the insurance required by Section 12.1. The certificate shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

12.5 PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

12.6 CCWD shall furnish the required certificates and endorsements to PG&E prior to the date it takes ownership of the Generating Facilities.

12.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company  
Manager - Power Contracts  
77 Beale Street, Mail Code: B23C  
P.O.Box 770000  
San Francisco, CA 94177

12.8 The provisions of this Section 12 are concurrent with, and not in addition to, the insurance requirements in Section 14 of the PPA and Section 7 of the Operating and Maintenance Agreement between the Parties executed concurrently with this Agreement.

### 13. **FORCE MAJEURE**

13.1 If either Party because of Force Majeure is unable to perform its obligations under this Agreement, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, except as to obligations to pay money, provided that:

(a) The non-performing Party, within two weeks after the commencement of the Force Majeure, gives the other Party written notice describing the particulars of the occurrence.

(b) The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure.

(c) The non-performing Party uses its best efforts to remedy its inability to perform.

13.2 When the non-performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

13.3 This Section 13 shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the sole discretion of the Party having the difficulty.



14. REVIEW OF RECORDS AND DATA

Each Party, after giving written notice to the other Party, shall have the right to review and obtain copies of metering records and operations and maintenance logs of the Generating Facilities.

15. DISPUTE RESOLUTION

15.1 If a dispute shall arise between PG&E and CCWD relating to the interpretation of this Agreement or to the performance of PG&E or CCWD under it, the Party desiring resolution of the dispute shall notify the other Party in writing. The notice shall set forth the matter in dispute in reasonable detail and proposed solution. For purposes of this procedure, promptly after execution of this Agreement, PG&E and CCWD shall each designate in writing a representative ("Representative") from whom and to whom writings with respect to disputes shall be sent and delivered. A Representative may be changed at any time by the designating Party by notice to the other Party.

15.2 The Representative shall attempt to resolve any dispute within 30 days after the delivery of the written notice referred to in Section 15.1. Any disputes not so resolved shall be referred by PG&E to an officer (or the officer's designee) and by CCWD to an officer of CCWD for resolution. If PG&E and CCWD fail to reach agreement within a reasonable period of time after such referral, each shall have the right to pursue remedies under this Agreement and as afforded by law.

15.3 Each of the Parties waives all rights to make claim or to seek any remedy except pursuant to the dispute resolution provisions as set forth in Section 15. CCWD agrees to indemnify and hold PG&E harmless for all costs or detriment incurred by PG&E as a result of CCWD's breach of this provision.

16. ASSIGNMENT

16.1 This Agreement shall be assignable by CCWD to a joint powers agency to be formed, the members of which are two or more of the following entities: CCWD, City of Angels, and Union Public Utility District. Within 30 calendar days of any such assignment, CCWD shall give PG&E written notice that the assignment has occurred and state its effective date.

16.2 Except as provided in Section 16.1, or except in connection with the sale or merger of a substantial portion of its properties, neither Party shall voluntarily assign its rights nor delegate its duties under this Agreement without

the written consent of the other Party. Any such assignment or delegation made without such written consent shall be null and void. Consent for assignment shall not be withheld unreasonably.

17. NO-DEDICATION

No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public or affect the status of PG&E as an independent public utility corporation or CCWD as an independent individual or entity and not a public utility.

18. SECTION HEADINGS

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

19. GOVERNING LAW AND INTERPRETATION

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. For purposes of interpreting and construing this Agreement, neither Party shall be deemed to have been the drafter of the Agreement or any provision within it.

20. AMENDMENT, MODIFICATION OR WAIVER

Any amendments or modifications to this Agreement shall be in writing and signed by the authorized representatives of both Parties. None of the provisions of the Agreement shall be considered waived by either Party except when such waiver is given in writing. The failure of any Party at any time or times to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to future enforcement of that right or obligation or any right or obligation of this Agreement. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed or be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.



## 21. SEVERAL OBLIGATIONS

Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

## 22. NOTICES

22.1. Written Notices. Any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person; sent by first class mail; or sent by express delivery service, return receipt requested, to the person specified below:

(a) PACIFIC GAS AND ELECTRIC COMPANY  
ATTENTION: VICE PRESIDENT - POWER SYSTEMS  
MAIL CODE B23B  
P. O. BOX 770000  
SAN FRANCISCO, CA 94177

(b) CALAVERAS COUNTY WATER DISTRICT  
ATTENTION: GENERAL MANAGER  
427 EAST ST. CHARLES STREET  
P. O. BOX 486  
SAN ANDREAS, CA 95249

The designated addresses may be changed at any time upon similar notice by the Parties' authorized representatives.

## 23. UNILATERAL RATE FILINGS


In the event this Agreement is determined to be or hereafter becomes subject to the jurisdiction of the FERC under the FPA, the following shall apply: Nothing contained in this Agreement shall be construed as affecting in any way the right of the Party furnishing services under it or any rate schedule incorporating it to unilaterally make application to FERC for a change in rates under Section 205 of the FPA and pursuant to FERC's Rules and Regulations promulgated thereunder. The term "rates" as used herein shall mean a statement of electric services as provided in this Agreement, rates and charges for or in connection with those services, and all classifications, practices, rules, regulations or contracts, including but not limited to this Agreement, which in any manner affect or relate to such services, rates and charges. A change in rates may include, but not be limited to, not only changes in rates and charges but also in the underlying methodology by which such rates and charges are developed.

24. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

PACIFIC GAS AND ELECTRIC  
COMPANY

By:

  
E. James Macias  
Vice President  
Power System

CALAVERAS COUNTY WATER  
DISTRICT

By:

  
Steve Felte  
General Manager

Date Signed: 8-15-95, 1995

Date Signed: 8/15, 1995



January 4, 2013

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

**Re: California Independent System Operator Corporation  
Filing of Service Agreement No. 2726  
Docket No. ER13-\_\_\_\_-000**

Dear Secretary Bose:

The California Independent System Operator Corporation submits for filing and acceptance a Dynamic Transfer Balancing Authority Operating Agreement ("Dynamic Transfer Agreement") between the ISO and the Public Service Company of New Mexico ("PNM").<sup>1</sup> The ISO submits the instant filing to commence dynamic transfers between the ISO and PNM consistent with the dynamic transfer provisions of the ISO tariff.<sup>2</sup> The ISO proposes that the Dynamic Transfer Agreement be made effective on March 6, 2013.

## **I. Purpose of the Dynamic Transfer Agreement**

The Dynamic Transfer Agreement addresses both dynamically scheduled resources and pseudo-tie resources, collectively referred to as dynamic transfers. Both forms of dynamic transfer are made available either to or from the ISO and PNM balancing authority areas. At this time there will be one dynamic schedule from PNM into the ISO balancing authority area with respect to the Red Mesa Wind Energy Center, to be scheduled into the ISO markets by

---

<sup>1</sup> Capitalized terms not otherwise defined herein have the meanings set forth in the Master Definitions Supplement, Appendix A to the ISO tariff. The ISO submits the Dynamic Transfer Balancing Authority Operating Agreement pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d and Part 35 of the Commission's regulations, 18 C.F.R. Part 35, and in compliance with Order No. 714, *Electronic Tariff Filings*, FERC Stats. & Regs. ¶ 31,276 (2009).

<sup>2</sup> The dynamic transfer provisions of the ISO tariff were accepted by Commission order dated September 30, 2011 in ER11-4161-000 (136 FERC ¶ 61,239).

NextEra Energy Power Marketing, LLC.<sup>3</sup> There are no pseudo-tie resources between the ISO and PNM at this time. Additional pseudo-tie resources or dynamically scheduled resources would be supported with agreement of the parties under the Dynamic Transfer Agreement.<sup>4</sup>

The Dynamic Transfer Agreement is consistent with the requirements of the ISO tariff and has been agreed to by PNM.<sup>5</sup> In the Dynamic Transfer Agreement, the ISO and PNM have built upon a similar form of agreement between the ISO and the Balancing Authority of Northern California to provide for both dynamically scheduled resources and pseudo-tie resources, consistent with the dynamic transfer provisions of the ISO tariff.<sup>6</sup> Specifically:

- Section 1 provides for the effective date and termination;
- Section 2 includes definitions referenced in the agreement;
- Section 3 describes the purpose of the agreement;
- Section 4 outlines the requirements for dynamic scheduling;
- Section 5 outlines the requirements for pseudo-ties;
- Section 6 establishes limitations on the parties' liability;
- Section 7 covers miscellaneous provisions of the agreement;
- Schedule 1 identifies dynamic scheduled resources;
- Schedule 2 identifies pseudo-tie resources; and
- Schedule 3 contains notice provisions.

## **II. Effective Date**

The ISO requests that the Dynamic Transfer Agreement be made effective on March 6, 2013.

---

<sup>3</sup> Separate agreements with the resource and the resource's scheduling coordinator are also required (see, e.g., ISO Tariff Section 4.5.4.3.1).

<sup>4</sup> The ISO would administer additional requests consistent with the dynamic transfer provisions of the ISO tariff. However, implementation of any additional dynamic scheduling arrangements, or the addition of any pseudo-tie resources in Schedule 2, would require agreement of both balancing authorities through an appropriate amendment of the Dynamic Transfer Agreement and a subsequent filing of that revised Dynamic Transfer Agreement with the Commission pursuant to Section 205 of the Federal Power Act.

<sup>5</sup> See CAISO Tariff, Appendix M, Sections 1.2.1 and 2.2.1 (requiring a balancing authority area operating agreement for dynamic scheduling); CAISO Tariff, Appendix N, Sections 1.3.1 and 2.3.1 (requiring a balancing authority operating agreement for pseudo-ties).

<sup>6</sup> See Letter Order dated June 14, 2012 in FERC Docket No. ER12-1636-000 (accepting a similar dynamic transfer agreement as filed by the ISO).



### **III. Expenses**

No expense or cost associated with this filing has been alleged or judged in any judicial or administrative proceeding to be illegal, duplicative, unnecessary, or demonstratively the product of discriminatory employment practices.

### **IV. Service**

The ISO has served copies of this filing upon PNM, NextEra Energy Power Marketing, LLC, the California Public Utilities Commission, and the California Energy Commission. In addition, the ISO has posted the filing on the ISO website.

Enclosed for filing is each of the following:

- (1) This letter of transmittal; and
- (2) Dynamic Transfer Balancing Authority Operating Agreement (Attachment A).

### **V. Correspondence**

The ISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

John C. Anders\*  
Senior Counsel  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Tel: (916) 608-7287  
Fax: (916) 608-7222  
E-mail: janders@caiso.com

\* Individual designated for service pursuant to Rule 203(b)(3),  
18 C.F.R. § 203(b)(3).

### **VI. Conclusion**

The ISO respectfully requests that the Commission accept this filing and permit the Dynamic Transfers Agreement, Service Agreement No. 2726, to be effective as of the date requested. If there are any questions concerning this

The Honorable Kimberly D. Bose  
January 4, 2013  
Page 4

filing, please contact the undersigned.

Respectfully submitted,

**By: /s/ John C. Anders**

Nancy Saracino

General Counsel

Roger Collanton

Deputy General Counsel

Sidney M. Davies

Assistant General Counsel

John C. Anders

Senior Counsel

California Independent System

Operator Corporation

250 Outcropping Way

Folsom, CA 95630

Tel: (916) 608-7287

Fax: (916) 608-7222

[janders@caiso.com](mailto:janders@caiso.com)

Attorneys for the California Independent  
System Operator Corporation



**DYNAMIC TRANSFER BALANCING AUTHORITY  
OPERATING AGREEMENT**

**BETWEEN**

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

**AND**

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR  
CORPORATION**

## **DYNAMIC TRANSFER BALANCING AUTHORITY OPERATING AGREEMENT**

THIS DYNAMIC TRANSFER BALANCING AUTHORITY OPERATING AGREEMENT ("AGREEMENT") is established this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is accepted by and between:

**Public Service Company of New Mexico** ("PNM"), having its registered and principal executive office at 414 Silver Avenue, SW, Albuquerque, New Mexico 87102-3289,

and

**California Independent System Operator Corporation** ("CAISO"), a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, currently 250 Outcropping Way, Folsom, California 95630.

The PNM and the CAISO are hereinafter referred to as the "Parties".

### **Whereas:**

- A.** The Parties named above operate Balancing Authority Areas.
- B.** The CAISO has determined that the pilot Pseudo-Tie program successfully demonstrated the dynamic transfer of generating resources between adjacent Balancing Authority Areas and that this Agreement, and the associated CAISO Tariff revisions and additions, implement the features of the pilot pseudo-tie program.
- C.** The Parties wish to coordinate operation of dynamic transfers to satisfy North American Electric Reliability Corporation ("NERC") and Western Electricity Coordinating Council ("WECC") reliability standards and criteria and Good Utility Practice.
- D.** The Parties desire to implement an agreement to facilitate dynamic transfers from resources in their respective Balancing Authority Area.



- E. The Parties wish to enter into this Agreement to establish the terms and conditions for the operation of the dynamic transfer functionality to include Dynamic Schedules and Pseudo-Tie arrangements between the Parties' Balancing Authority Areas.
- F. The Parties have certain obligations under NERC and WECC standards and criteria to maintain power system reliability.

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

**1. Term and Termination**

**1.1 Effective Date**

This Agreement shall be effective as of the date set forth above, unless this Agreement is accepted for filing and made effective by the Federal Energy Regulatory Commission ("FERC") on some other date, if FERC filing is required, and shall continue in effect until terminated.

**1.2 Termination**

This Agreement may be terminated by either Party upon one (1) year written notice to the other Party or upon mutual consent of both Parties. For entities subject to FERC jurisdiction, termination will be effective upon acceptance by FERC of notice of termination, if this Agreement has been filed with FERC, or one (1) year after the date of the notice of termination by a Party, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders. The CAISO shall timely file any required notice of termination with FERC. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination with FERC within sixty (60) days after issuance of the notice of termination by a Party; or (2) the CAISO files the notice of termination with FERC in accordance with the requirements of FERC Order No. 2001.

## 2. Definitions

### 2.1 NERC/WECC Definitions

Except as defined below, terms and expressions used in this Agreement shall have the same meanings as those contained in the NERC Glossary of Terms Used in NERC Reliability Standards and the WECC Glossary of WECC Terms and Acronyms.

### 2.2 Specific Definitions

**2.2.1 Attaining Balancing Authority Area:** The Balancing Authority Area where the output of a Pseudo-Tie generating unit is fully included for purposes of calculation of Area Control Error and meeting Balancing Authority Area load responsibilities.

**2.2.2 CAISO Dynamic Transfer Protocols:** The CAISO's Dynamic Transfer Protocols, which are set forth in Appendix M (Dynamic Scheduling Protocol) and Appendix N (Pseudo-Tie Protocol) of the CAISO Tariff.

**2.2.3 CAISO Tariff:** CAISO Operating Agreement, Protocols, and Tariff as amended from time to time, together with any appendices or attachments thereto.

**2.2.4 Good Utility Practice:** Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry in the WECC region during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

**2.2.5 Intermediary Balancing Authority Area:** Any Balancing Authority Area between PNM Balancing Authority Area and the CAISO Balancing Authority Area, through which dynamic transfers are expected to occur.



- 2.2.6 Native Balancing Authority Area:** The Balancing Authority Area where a Pseudo-Tie generating unit is physically interconnected to the electric grid.
- 2.2.7 Point of Contact:** A person or entity having the authority to receive and act upon scheduling or dispatch communications from the other Balancing Authority and available through a communications device mutually agreed upon on a 24-hour, 7-day basis.
- 2.2.8 Scheduling Coordinator:** An entity certified by the CAISO for the purposes of undertaking the functions of: submitting bids or schedules for energy, generation, transmission losses, and ancillary services; coordinating generation; tracking, billing, and settling trades with other Scheduling Coordinators; submitting forecast information; paying the CAISO's charges; and ensuring compliance with CAISO protocols.
- 2.2.9 System Resource:** "System Resource" is defined in the CAISO Tariff and, in the context of this Agreement, may include combinations of resources as described in the CAISO Dynamic Transfer Protocols.

### **3. General**

#### **3.1 Purpose**

This Agreement sets forth the requirements that must be satisfied by the Parties to support Scheduling Coordinators' and generating unit owners' requests for implementation of dynamic transfer functionality and delivery of energy and energy associated with ancillary services to the respective Balancing Authority Area. The requirements encompass technical (energy management system ("EMS"), automatic generation control ("AGC"), and communications), interchange scheduling, telemetry, and aspects of Balancing Authority Area operations. Nothing in this Agreement is intended to interfere with the rights of an affected transmission owner or transmission operator in the PNM Balancing Authority Area to determine its own terms of service associated with the facilitation of dynamic transfer by PNM.

### **3.2 NERC/WECC Operating Standards Observed**

Nothing in this Agreement is intended to change, supersede, or alter either Party's obligations to abide by NERC and WECC reliability standards and policies and WECC criteria.

### **3.3 Applicable Standards**

This Agreement incorporates, by reference, the CAISO Dynamic Transfer Protocols and Standards for Imports of Regulation. Where there is an inconsistency between the CAISO's Dynamic Transfer Protocols and Standards for Imports of Regulation and this Agreement, this Agreement will prevail to the extent of the inconsistency.

### **3.4 Communication**

The Parties shall each operate and maintain a 24-hour, 7-day control center with real-time scheduling and control functions. Appropriate control center staff will be provided by each Party who shall be responsible for operational communications and who shall have sufficient authority to commit and bind that Party. The Parties shall jointly develop communication procedures necessary to support scheduling and dispatch functions relative to dynamic transfers. The Parties agree to exchange operational contact information in a format to be provided by the CAISO and completed as of the effective date of this Agreement. Each Party shall provide the other Party ten (10) calendar days advance notice of updates to its operational contact information for known changes, and as soon as practical, for unplanned changes.

## **4. Dynamic Schedules of Imports and Exports**

Should the Parties elect to support a Scheduling Coordinators' request to implement dynamic scheduling functionality, all applicable operating, technical and business requirements set forth in Appendix M of the CAISO Tariff shall be satisfied, including but not limited to the following:

### **4.1 Telecommunications Requirements**

The Parties shall establish and maintain real-time, redundant, diversely routed, communications links between the CAISO EMS and the PNM EMS, with the primary link utilizing the standard inter-control center communications protocol ("ICCP") in accordance with the Applicable Standards for the for the dynamically scheduled resources listed in Schedule 1.

## **4.2 Telemetry**

When a dynamically scheduled resource is delivering energy, and/or energy associated with ancillary services to the receiving Balancing Authority Area, the Host Balancing Authority shall provide, via the ICCP communication links to the receiving Balancing Authority EMS, the data for each dynamically scheduled resource, as set forth in the Applicable Standards.

## **4.3 Interchange Scheduling Requirements**

### **4.3.1 Dynamic Schedules**

The Parties shall coordinate the arrangements for dynamic interchange schedules for the delivery of energy to the respective Balancing Authority Area reflecting the dynamically scheduled resource's instantaneous energy production or allocation level and taking into account available transmission capacity and, in the case of PNM, the impact of dynamic interchange schedules on transmission owner(s) and transmission operator(s) within the PNM Balancing Authority Area.

### **4.3.2 Treatment of Area Control Error ("ACE")**

For Dynamic Scheduling, the Host Balancing Authority shall instantaneously compensate its AGC for the dynamically scheduled resource's energy output that is generated or allocated for establishing the dynamic schedule to the receiving Balancing Authority such that the dynamically scheduled resource energy production or allocation changes have an equal in magnitude and opposite in sign effect on the Host Balancing Authority's ACE.

### **4.3.3 Integration of Dynamic Schedules**

For each operating hour during which energy was dynamically scheduled for delivery to the receiving Balancing Authority Area, the Host Balancing Authority shall compute an integrated amount of interchange based on the dynamically scheduled resource's integrated energy production, by integrating the instantaneous dynamically scheduled resource production levels. Such integrated MWH value shall be agreed to hourly by the real-time schedulers.



#### **4.3.4 Regulation Obligation**

Absent alternative arrangements between the Host Balancing Authority and the dynamically scheduled resource, the Host Balancing Authority shall be responsible for the regulation obligation for the portion of the dynamically scheduled resource's output not dynamically scheduled into the receiving Balancing Authority Area in accordance with WECC and NERC reliability standards.

#### **4.3.5 Access to Information**

The Parties agree to exchange information related to telemetry sent and received with respect to the delivery of energy (i) at the request of the other Party for purposes of after-the-fact interchange accounting or (ii) on demand for any other purpose.

#### **4.3.6 Other Balancing Authority Responsibilities**

##### **4.3.6.1 Operational Jurisdiction**

The Host Balancing Authority will have, at a minimum, the level of operational jurisdiction over the dynamically scheduled resource and the associated dynamic schedule that NERC and WECC vest in Host Balancing Authorities. Such level of operational jurisdiction shall not exceed that necessary to meet applicable reliability standards.

##### **4.3.6.2 E-Tagging**

The Parties must support associated e-tagging as described in the CAISO Dynamic Transfer Protocols and deemed to be consistent with NERC and/or WECC requirements.

##### **4.3.6.3 Real-Time Adjustments**

The Host Balancing Authority for a dynamically transferred resource must have a means to manually override and/or otherwise adjust the dynamic signal for a dynamic schedule in real-time, if needed.

#### **4.3.6.4 Coordination with Other Balancing Authorities**

The Balancing Authority Area hosting a dynamic resource must provide in real-time the instantaneous value of each dynamic schedule to every Intermediary Balancing Authority Area through whose systems such dynamic schedule may be implemented to the receiving Balancing Authority.

### **4.4 Other**

#### **4.4.1 Losses**

The Parties shall not be responsible for transmission losses caused by transmitting energy dynamically within or across the other Parties Balancing Authority Area or an Intermediary Balancing Authority Area.

#### **4.4.2 Certification**

Only CAISO-certified System Resource/Host Balancing Authority arrangements will be allowed to bid or self provide ancillary services in the CAISO's ancillary services market through a CAISO-certified Scheduling Coordinator.

#### **4.4.3 No Guarantee of Award**

Certification of a System Resource/Host Balancing Authority arrangement allows for bidding of energy and/or certain ancillary services into the CAISO market; it does not, however, guarantee selection of such bid.

#### **4.4.4 Performance Assessment**

The CAISO will monitor and measure dynamically imported ancillary services, whether bid or self-provided, against the performance benchmarks described in the CAISO Dynamic Scheduling Protocol.

#### **4.4.5 Description of System Resources**

Each dynamically scheduled System Resource permitted pursuant to this Agreement is described in Schedule 1.

#### **4.4.6 Notifications**

The Parties shall jointly develop methods for coordinating the notification of all affected scheduling entities within their respective Balancing Authority Areas regarding schedule changes in emergency or curtailment conditions.

### **5. Pseudo-Ties**

Should the Parties elect to support a Pseudo-Tie generator's request to implement a Pseudo-Tie arrangement, the Parties shall comply with the applicable provisions of the Pseudo-Tie Protocol in Appendix N of the CAISO Tariff, including but not limited to the following:

- 5.1** Operation of Pseudo-Tie functionalities must comply with all applicable NERC and WECC reliability standards, policies, requirements, and guidelines regarding inter-Balancing Authority Area scheduling. A Pseudo-Tie must be registered as a "Point Of Delivery" (POD) on NERC's Transmission Service Information Network (TSIN). All (off-system) static scheduling associated with Pseudo-Tie functionality must be consistent with NERC Reliability Standards for interchange scheduling and coordination.
- 5.2** The Parties will establish the terms of any Pseudo-Tie between the two Balancing Authority Areas, will specify the location of that Pseudo-Tie point, and will register that location as a point of delivery to the Attaining Balancing Authority Area.
- 5.3** All Energy transfers associated with a Pseudo-Tie generating unit must be electronically tagged (E-tagged).
- 5.4** Unless a particular service is procured by the Pseudo-Tie generator from some other source, the Attaining Balancing Authority shall provide to a Pseudo-Tie generating unit all Balancing Authority services available to other generating units in the Attaining Balancing Authority Area, which may include the auxiliary load equipment needs of the Pseudo-Tie generating unit, provided firm transmission service is reserved across the transmission path from the CAISO Intertie to the Pseudo-Tie generating unit.
- 5.5** The Parties, in conjunction with the affected Participating Transmission Owner, or, in the case of PNM, affected transmission owner(s) and transmission operator(s) within the PNM Balancing Authority Area and the owner of the Pseudo-Tie generating unit will develop a coordinated operating procedure outlining the agreed upon framework among all parties for the operation of a Pseudo-Tie of the



generating unit out of the CAISO Balancing Authority Area, and to facilitate the continued delivery of Energy and Ancillary Services from a Pseudo-Tie generating unit into the CAISO Balancing Authority Area to the desired delivery points in the event the primary contract path is unavailable or curtailed.

- 5.6** All applicable communication and telemetry requirements of the WECC, the CAISO, and a Pseudo-Tie generating unit's Native Balancing Authority Area regarding generating units and inter-Balancing Authority Area Interties must be satisfied. These requirements include the requirements of Appendix M applicable to Dynamic Schedules of imports and the requirements of the CAISO Tariff applicable to generating units in the CAISO Balancing Authority Area.
- 5.7** Proper incorporation of the dynamic signal into all involved Balancing Authority Areas' ACE equations will be required.
- 5.8** Should there be any need or requirement, whether operational or procedural, for the CAISO or the Balancing Authority for the Attaining Balancing Authority Area to make real-time adjustments to the CAISO's inter-Balancing Authority Area schedules at the pre-existing CAISO Intertie associated with the Pseudo-Tie generating unit (including curtailments), the dynamic transfer from the Pseudo-Tie generating unit shall be treated in the same manner as any CAISO Interchange Schedule at that pre-existing CAISO Intertie, and in accordance with any applicable operating instructions from any affected Participating Transmission Owner.
- 5.9** Each Pseudo-Tie generating unit permitted pursuant to this Agreement is described in Schedule 2.

## **6. Liability**

### **6.1 Uncontrollable Forces**

An Uncontrollable Force means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of a Balancing Authority which could not be avoided through the exercise of Good Utility Practice.

Neither Party will be considered in default of any obligation under this Agreement or liable to the other for direct, indirect, and consequential

damages if prevented from fulfilling that obligation due to the occurrence of an Uncontrollable Force. Neither Party will be considered in default of any obligation under this Agreement to the extent caused by any act, or failure to act, of any intermediary Balancing Authority.

In the event of the occurrence of an Uncontrollable Force, which prevents either Party from performing any obligations under this Agreement, the affected entity shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Uncontrollable Force. The Parties shall each use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligations hereunder.

## **6.2 Liability To Third Parties**

Except as otherwise expressly provided herein, nothing in this Agreement shall be construed or deemed to confer any right or benefit on, or to create any duty to, or standard of care with reference to any third party, or any liability or obligation, contractual or otherwise, on the part of the CAISO or PNM.

### **6.2.1 Liability Between the Parties**

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

## **7. Miscellaneous**

### **7.1 Assignments**

Either Party to this Agreement may assign its obligations under this Agreement, with the other Party's prior written consent. Such consent shall not be unreasonably withheld.

Obligations and liabilities under this Agreement shall be binding on the successors and assigns of the Parties. No assignment of this Agreement shall relieve the assigning Party from any obligation or

liability under this Agreement arising or accruing prior to the date of assignment.

## **7.2 Notices**

Any notice, demand, or request which may be given to or made upon either Party regarding this Agreement shall be made in writing and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 3 and shall be deemed properly served, given, or made: (a) upon delivery if delivered in person, (b) five (5) days after deposit in the mail if sent by first class United States mail, postage prepaid, (c) upon receipt of confirmation by return facsimile if sent by facsimile, (d) upon delivery if delivered by prepaid commercial courier service, or (e) upon receipt of confirmation by return e-mail if sent by e-mail. A Party must update the information in Schedule 3 relating to its address as that information changes. Such changes shall not constitute an amendment to this Agreement, and shall not require a filing at the FERC.

## **7.3 Waivers**

Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right under this Agreement, shall not constitute or be deemed a waiver of such right.

## **7.4 Governing Law and Forum**

Subject to Section 7.4, this Agreement shall be deemed to be a contract made under and for contract law purposes shall be governed by and construed in accordance with the laws of the State of California and, for all other purposes, in accordance with all applicable laws and regulations. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement shall be brought in any of the following forums, as appropriate: (i) any state court of the State of California or in the State of New Mexico; (ii) any federal court of the United States of America located in the State of California or in the State of New Mexico; or (iii) where subject to its jurisdiction, before the Federal Energy Regulatory Commission. No provision of this Agreement shall be deemed to waive the right of any Party to protest, or



challenge in any manner, whether this Agreement, or any action or proceeding arising under or relating to this Agreement, is subject to the jurisdiction of the Federal Energy Regulatory Commission.

## **7.5 Consistency with Federal Laws and Regulations**

(a) Nothing in this Agreement shall compel any person or federal entity to: (1) violate federal statutes or regulations; or (2) in the case of a federal agency, to exceed its statutory authority, as defined by any applicable federal statutes, regulations, or orders lawfully promulgated thereunder. If any provision of this Agreement is inconsistent with any obligation imposed on any person or federal entity by federal law or regulation to that extent, it shall be inapplicable to that person or federal entity. No person or federal entity shall incur any liability by failing to comply with any provision of this Agreement that is inapplicable to it by reason of being inconsistent with any federal statutes, regulations, or orders lawfully promulgated thereunder; provided, however, that such person or federal entity shall use its best efforts to comply with the CAISO Tariff to the extent that applicable federal laws, regulations, and orders lawfully promulgated thereunder permit it to do so.

(b) If any provision of this Agreement requiring any person or federal entity to give an indemnity or impose a sanction on any person is unenforceable against a federal entity, the CAISO shall submit to the Secretary of Energy or other appropriate Departmental Secretary a report of any circumstances that would, but for this provision, have rendered a federal entity liable to indemnify any person or incur a sanction and may request the Secretary of Energy or other appropriate Departmental Secretary to take such steps as are necessary to give effect to any provisions of this Agreement that are not enforceable against the federal entity.

## **7.6 Severability**

If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless

a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.

## **7.7 Section Headings**

Section headings provided in this Agreement are for ease of reading and are not meant to interpret the text in each Section.

## **7.8 Amendments**

This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. Nothing contained herein shall be construed as affecting in any way the right of the Parties to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

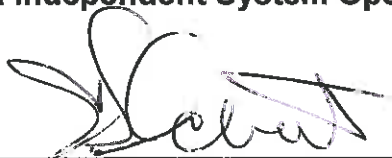
## **7.9 Counterparts**

This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

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

**California Independent System Operator Corporation**

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



Name: \_\_\_\_\_

**Eric J. Schmitt**  
**Vice President, Operations**

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

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

*December 4, 2012*

**Public Service Company of New Mexico**

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



Name: \_\_\_\_\_

*DAVID W. EUBANK*

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

*Dir. Power Operations*

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

*11/30/2012*



**SCHEDULE 1****DESCRIPTION OF DYNAMIC SCHEDULING RESOURCES****[Section 4.4.5]****Dynamic Scheduling of Imports into the CAISO Balancing Authority Area:**

Description of System Resource(s), including Associated Power Plants	Red Mesa Wind Energy Center (102MW) connected to the Public Service Company of New Mexico ("PNM") Red Mesa 115 kV Switching Station
System Resource ID	RDMESA_5_NEEDYN
PMax Values <sup>1</sup>	99 MW <sup>2</sup>
CAISO Intertie	Willowbeach Location: Mile 28, Tower 1 (first tower East of the Colorado River) on the Moenkopi El Dorado line.
Host Balancing Authority Area	PNM
Intermediary Balancing Authority Area(s)	Arizona Public Service Company ("APS")

**Dynamic Scheduling of Exports from the CAISO Balancing Authority Area:**

**There are no Dynamic Schedules of Exports.**

<sup>1</sup> This value represents the maximum amount of power that can be scheduled by the System Resource into the CAISO Balancing Authority Area, and is subject to limitation by Congestion on the scheduling paths (i.e., through PNM and APS) or System Emergencies that could reduce or eliminate the ability to schedule and transfer power from time-to-time.

<sup>2</sup> This value may change, based on PNM's annual transmission system loss factor update filing at the FERC, resulting from the Settlement of PNM's latest Transmission Rate Case Proceeding (FERC Docket ER11-1915-002 et al.).

## **SCHEDULE 2**

### **PSEUDO-TIE GENERATING UNIT, PSEUDO TIE TECHNICAL INFORMATION**

#### **NATIVE and ATTAINING BALANCING AUTHORITY AREA INFORMATION**

##### **[Section 5.9]**

##### **A. Pseudo-Tie into the CAISO Balancing Authority Area**

There are no Pseudo-Ties into the CAISO Balancing Authority

##### **B. Pseudo-Tie Out of the CAISO Balancing Authority Area**

There are no Pseudo-Ties from the CAISO Balancing Authority

## **SCHEDULE 3**

### **NOTICES**

#### **[Section 7.2]**

#### **Public Service Company of New Mexico**

##### **Name of Primary**

Representative: David Eubank  
Title: Director, Power Operations  
Company: Public Service Company of New Mexico  
Address: 414 Silver Avenue, SW - Mail Stop EP11  
City/State/Zip Code: Albuquerque, NM 87102-3289  
Email Address: Dave.Eubank@pnm.com  
Phone: (505) 241-4517  
Fax No: (505) 241-6891

##### **Name of Alternate**

Representative: Richard Krajewski  
Title: Manager, System Operations  
Company: Public Service Company of New Mexico  
Address: 414 Silver Avenue, SW - Mail Stop EP11  
City/State/Zip Code: Albuquerque, NM 87102-3289  
Email Address: Richard.Krajewski@pnm.com  
Phone: (505) 241-2432  
Fax No: (505) 241-6891

## California Independent System Operator Corporation

Name of Primary Representative: Regulatory Contracts  
Title: N/A  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email Address: regulatorycontracts@caiso.com  
Phone: (916) 608-7027  
Fax No: (916) 608-7292

Name of Alternative Representative: Mr. Christopher J. Sibley  
Title: Lead Contract Negotiator  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email Address: csibley@caiso.com  
Phone: (916) 608-7030  
Fax No: (916) 351-7292



FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

California Independent System  
Operator Corporation  
Docket No. ER13-711-000  
**February 21, 2013**

California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630

Attention: John C. Anders, Esq.  
Counsel for California Independent System Operator Corporation

Reference: Dynamic Transfer Balancing Authority Operating Agreement

Dear Mr. Anders:

On January 4, 2013, the California Independent System Operator Corporation (CAISO) submitted a Dynamic Transfer Balancing Authority Operating Agreement (Service Agreement No. 2726) with the Public Service Company of New Mexico (PNM). CAISO states that the dynamic transfers between CAISO and PNM are consistent with the dynamic transfer provisions of the CAISO tariff.<sup>1</sup> Service Agreement No. 2726 is accepted for filing, effective March 6, 2013, as requested.

This filing was noticed on January 7, 2013, with comments, protests or motions to intervene due on or before January 25, 2013. No protests or adverse comments were filed. Notices of intervention and unopposed timely filed motions to intervene are granted pursuant to the operation of Rule 211 and Rule 214 of the Commission's Rules of Practice and Procedure (18 C.F.R § 385.211 and § 385.214). Any opposed or untimely filed motion to intervene is governed by the provisions of Rule 214.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed documents; nor shall such action be deemed as recognition of any claimed

---

<sup>1</sup> The dynamic transfer provisions of the CAISO tariff were accepted by Commission Order in Docket No. ER11-4161-000. See 136 FERC ¶ 61,239 (2011).

contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against CAISO.

This action is taken pursuant to authority delegated to the Director, Division of Electric Power Regulation - West, under 18 C.F.R. § 375.307. This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Sincerely,

Steve P. Rodgers, Director  
Division of Electric Power  
Regulation - West

cc: All Parties