

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Joseph T. Kelliher, Chairman;
Sudeen G. Kelly, Marc Spitzer,
Philip D. Moeller, and Jon Wellinghoff.

Michigan Public Power Agency

Docket Nos. EL06-80-001 and
EL06-80-002

v.

Midwest Independent Transmission
System Operator, Inc.

ORDER ON REHEARING AND REJECTING COMPLIANCE FILING

(Issued February 6, 2007)

1. On August 11, 2006, the Commission issued an order on the complaint filed by Michigan Public Power Agency (MPPA) against Midwest Independent Transmission System Operator, Inc. (Midwest ISO).¹ The August 11 Order required Midwest ISO to refund to MPPA part of the charges assessed by Midwest ISO against MPPA as a result of an outage on December 7, 2005, at the James H. Campbell No. 3 Generating Unit (Campbell 3). MPPA requests rehearing of certain aspects of the August 11 Order. The August 11 Order also directed Midwest ISO to revise its Open Access Transmission and Energy Markets Tariff (TEMT) as discussed in the order. On September 11, 2006, Midwest ISO filed revisions to its TEMT to comply with the August 11 Order. This order denies rehearing, reconsiders the required revisions to TEMT, rejects Midwest ISO's compliance filing, and orders a new compliance filing.

Background

2. MPPA is a municipal power agency in Michigan and is one of three owners of Campbell 3. Midwest ISO is a Regional Transmission Organization (RTO) and pursuant to its TEMT provides transmission service over a large part of the Midwest, including Michigan, and operates Day-Ahead and Real-Time Energy Markets. MPPA is a transmission owning member and transmission customer of Midwest ISO.

¹ *Michigan Public Power Agency v. Midwest Independent Transmission System Operator, Inc.*, 116 FERC ¶ 61,137 (2006) (August 11 Order).

3. Campbell 3 is a coal-fired generating unit jointly owned by MPPA, Consumers Energy Company (Consumers) and the Wolverine Power Supply Cooperative (Wolverine). Campbell 3 has a nameplate capacity of 770 megawatts, and a minimum operating capacity of 300 megawatts. Consumers is the operator of Campbell 3, and is so designated pursuant to the TEMT (and related Midwest ISO practices and protocols), and owns a 93.31 percent undivided ownership interest in Campbell 3. MPPA owns a 4.8 percent undivided ownership interest in Campbell 3, and Wolverine owns a 1.89 percent undivided ownership interest in Campbell 3. The three owners have the following standing Day-Ahead Schedule amounts: Consumers - 279.93 megawatts; MPPA - 39 megawatts; and Wolverine - 15.5 megawatts.

4. Campbell 3 is considered a Dynamically Scheduled Jointly-Owned Unit (JOU). Section 4.11 of Midwest ISO Business Practices Manual For Energy Markets Instruments (Business Practices Manual) describes a JOU as a unit that:

Is modeled as a single physical unit, with multiple owners in a single Balancing Authority Area. Each [Market Participant] submits Offer data for their individual share of the unit, Midwest ISO transmits setpoint instructions and process to each unit owner for its share of the unit. Each [Market Participant] is responsible for submitting metered data for its share of the unit.

5. The Business Practices Manual also describes the “commitment status” of the unit when the participant submits its resource offer for that unit to Midwest ISO. One status is “unavailable,” which designates that unit’s output as unavailable in that day’s energy market. Another status is “must run,” which means that unit’s output is available for dispatch by Midwest ISO in that day’s energy market.

6. On December 7, 2005, a tube leak unexpectedly forced Campbell 3 off line at some point in time earlier than 11:00 a.m., which is the close of the Day-Ahead Energy Market. Before 11:00 a.m., Consumers, the operator, changed its scheduled amount to zero, and changed the unit’s commitment status from must-run to unavailable. Consumers notified MPPA’s dispatcher of the outage by phone at 10:50 a.m., ten minutes before the 11:00 a.m. close of the Day-Ahead Market. The MPPA dispatcher then electronically changed the unit’s commitment status to unavailable in Midwest ISO Energy Market Portal. However, the MPPA dispatcher did not change MPPA’s standing schedule of 39 MW to zero. MPPA asserted, and Midwest ISO did not dispute, that Wolverine notified Midwest ISO of the outage by telephone by 11:02 a.m., but Wolverine neither changed its commitment status to unavailable, nor did Wolverine change its standing scheduled megawatts to zero.

7. On December 22, 2005, Midwest ISO submitted to MPPA a Day-Ahead Settlement Statement, showing charges applicable to the Campbell 3 outage of \$231,828. Midwest ISO's position was that because MPPA did not change its Day-Ahead Schedule amounts to zero, Midwest ISO treated MPPA as if it had scheduled a pro rata share of Campbell 3's minimum operating capacity of 300 megawatts in the Day-Ahead Market. Midwest ISO disregarded Consumers' share of 300 megawatts entirely, allocating the 300 megawatts between MPPA and Wolverine. Midwest ISO attributed to MPPA a 215 megawatt schedule in the December 7, 2005 Day-Ahead Market, and credited MPPA for that 215 megawatts at the Day-Ahead Locational Marginal Price (LMP). Then, because Campbell 3 was off line on December 8, 2005, Midwest ISO charged MPPA for the 215 megawatts at the Real-Time LMP in the Real-Time Market. The difference between the Day-Ahead LMP and the Real-Time LMP resulted in \$169,282 in charges. Additionally, Midwest ISO charged MPPA \$62,546 in Revenue Sufficiency Guarantee charges associated with that 215 megawatt schedule.²

8. When MPPA challenged these charges, Midwest ISO responded that the charges were proper because one owner of the JOU, Wolverine, had maintained the must run status. Midwest ISO referenced section 39.2.5(e) of the TEMT for support of its position, and also referenced a Notice, dated April 26, 2005 (April 26 Notice), regarding Dynamically Scheduled JOUs. Midwest ISO asserted that, under that notice, because the commitment status of Campbell 3 remained in the must run status by one of the joint owners at the time of the close of the Day-Ahead Energy Market for operating day December 8, 2005, Midwest ISO dispatched that unit in the Day-Ahead Energy Market.

9. MPPA contended in its complaint that the charges at issue were not based on any "process" that is authorized by the TEMT, and were also assessed on an amount of Campbell 3 output that far exceeds MPPA's ownership entitlement. Furthermore, MPPA contended that Midwest ISO improperly relied on the April 26 Notice as a basis for applying the "process" that considered Campbell 3 as available. MPPA asserted that the "process" in that notice was never included in any section 205 filing with the Commission, nor has Midwest ISO sought Commission approval of it, even though it allegedly imposes terms and conditions on MPPA that materially affect the service MPPA receives under the TEMT. MPPA also asserted that assuming, *arguendo*, that Midwest ISO was authorized to assess some charge on MPPA as a result of the Campbell 3 outage, the manner in which Midwest ISO calculated the Campbell 3 outage charges is still not permitted by its TEMT. MPPA explained that Midwest ISO assessed these charges based on MPPA's and Wolverine's pro rata share of the 300 megawatt

² Wolverine was assessed charges for 85 megawatts based upon its proportionate share of the 300 megawatt minimum operating capacity.

minimum operating capacity of Campbell 3, so that MPPA has been charged for 215 megawatts of Campbell 3 output, when its standing Day-Ahead Schedule is for only 39 megawatts.

10. Midwest ISO asserted in its answer to the complaint that various sections in its TEMT, specifically sections 38.2.5, 38.2.5.b, and 39.2.5.e, require owners of JOUs to closely coordinate the submission, and to ensure the accuracy, of offer and unit data – including a unit’s operating or commitment status. Where, however, conflicting data may be provided to Midwest ISO, as was the case with respect to Campbell 3, Midwest ISO stated that it has promulgated well-publicized rules, based on current software design and capability, to determine how such conflicting data will be resolved on a consistent and fair basis. In particular, Midwest ISO referred to the April 26 Notice that Midwest ISO issued to explain the operation of a JOU like Campbell 3. Midwest ISO asserted that that April 26 Notice set forth the established rules for addressing and resolving conflicting data that may be submitted by individual owners of a JOU, notwithstanding the requirement of the TEMT that such owners “endeavor in good faith” to coordinate their Offers and other information submitted to Midwest ISO relating to a JOU. Midwest ISO cited to the following in the April 26 Notice:

3. What about unit status? Unit status is determined for the Physical JOU by the status submitted in the commercial shares. The current program implementation assumes the joint owners coordinate on the commit status and coordinate to ensure the summation of commercial share operating limits are compatible with the physical operating limits of the jointly-owned resource, as required by the Tariff. The status for the Physical JOU is determined by the following logic: (1) the Physical JOU is Must Run if ANY of the Commercial Shares is Must Run.... Once the logic determines the commit status of the Physical JOU, the commit status of the commercial shares is set to the same value.³

11. As relevant to this complaint, Midwest ISO asserted that the April 26 Notice clearly states that a JOU would be deemed available to the market as a must run unit if at least one of its joint owners reports such a commitment status for the unit. In this case, Midwest ISO argues that since one of the Campbell 3 joint owners, Wolverine, maintained the must-run status of the JOU, it properly determined that the JOU must be treated as must run in its entirety by application of the April 26 Notice.

³ Attachment A to the Answer (emphasis in original).

12. In sum, Midwest ISO contended that, when faced with conflicting data due to inconsistent submissions of the JOU owners, when one joint owner reports a Dynamically Scheduled JOU as having an available commitment status, and that owner, as well as another joint owner, failed to zero out their standing Day-Ahead Schedules, the system automatically clears and dispatches the minimum operating capacity of the JOU. Thus, Midwest ISO argued, it was reasonable for Midwest ISO to deem Campbell 3 available to the extent of its 300 megawatt minimum operating capacity. By failing to comply with its obligation to coordinate and submit accurate offer and unit data, MPPA was responsible for its share of the charges incurred by Midwest ISO when there was no output from Campbell 3 on that day.

The August 11 Order

13. The August 11 Order held that the TEMT sections cited by Midwest ISO contain only general statements of the responsibilities that participants in a JOU have, such as the coordination of offers, but they do not delineate the consequences if that conduct is not followed. Notably, they do not make MPPA responsible for the failure of Wolverine to electronically notify Midwest ISO that Campbell 3 was unavailable.⁴

14. The August 11 Order stated that, consistent with the April 26 Notice, Midwest ISO treated Campbell 3 as must run because Wolverine, one of the Campbell 3 joint owners, maintained that status for the JOU.⁵ The order also found that the April 26 Notice was not inconsistent with the TEMT and also provides a reasonable basis for how to treat incorrect or inconsistent scheduling information submitted by different JOU owners. Accordingly, the order found that it was appropriate for Midwest ISO to consider Campbell 3 as a must run unit.⁶

15. However, the August 11 Order found that the April 26 Notice did not provide a basis for assessing a charge to MPPA for an amount of megawatts that exceeded its ownership share. While the April 26 Notice could be reasonably interpreted to hold JOU

⁴ August 11 Order at P 33.

⁵ The order disregarded MPPA's "understanding" that Wolverine notified Midwest ISO of the outage by telephone after the 11 a.m. deadline. *Id.* at P. 34 n.16.

⁶ *Id.* at P 34-35.

owners responsible for the amount of their ownership shares, it in no way supported Midwest ISO's assertion that it could hold MPPA responsible for an amount that was more than MPPA's total ownership share in Campbell 3.⁷

16. Thus, the Commission found Midwest ISO's process at the time of the Campbell 3 outage obligated the unit owners to their ownership percentage share of the Campbell 3 minimum operating capacity, if any of the owners listed the unit as must run. Since MPPA did not change its schedule to zero, the August 11 Order found that MPPA is responsible for costs, but only for the costs associated with its 39 megawatt ownership share. Accordingly, the order held that Midwest ISO should not have attributed to MPPA 215 megawatts of the 300 megawatt minimum operating capacity. The order directed Midwest ISO to refund to MPPA all Campbell 3 outage charges above its 39 megawatt ownership share.⁸ The order also directed Midwest ISO to revise the TEMT to make clear the responsibilities of and the process regarding scheduling of JOUs.⁹

Midwest ISO's Compliance Filing

17. On September 11, 2006, Midwest ISO submitted a compliance filing in response to the Commission's directives in the August 11 Order as discussed above. The compliance filing contains revised tariff sheets providing for scheduling requirements and procedures for coordination and data reporting related to dynamically scheduled JOUs based on the April 26 notice. The provisions also clarify the consequences for noncompliance with the requirements and procedures. Midwest ISO also stated that because of what it viewed as unintended and undesirable costs, complications and other consequences under the existing procedure, it intends, in a future filing, to remove from the TEMT provisions that allow JOU owners to submit separate offers.¹⁰ However, it will consult with the existing JOU owners before making any such changes.

18. The August 11 Order also directed Midwest ISO to make refunds to MPPA within 30 days of the date of the order and to file a refund report within 30 days thereafter. Midwest ISO states that MPPA has agreed to resettle the excess charges outlined in the

⁷ *Id.* at P 35-36.

⁸ *Id.* at P 36-37.

⁹ *Id.* at P 34.

¹⁰ Midwest ISO stated that it believes that it is the only RTO that permits JOU owners to submit offers on an individual basis. July 13, 2006 Answer at 4.

August 11 Order, with interest, on January 10, 2007. Therefore, Midwest ISO requests that the Commission allow a January 10, 2007 refund date for the excess charges and an extension to 30 days thereafter for the due date to file the refund report.

19. Notice of Midwest ISO's compliance filing was published in the *Federal Register*, 71 Fed. Reg. 55457 (2006), with interventions and protests due on or before October 2, 2006. On October 3, 2006, Consumers filed a motion to intervene out-of-time and protest. On November 3, 2006, Southern Minnesota Municipal Power Agency (SMMPA) filed a motion to intervene out-of-time and protest. Midwest ISO filed answers in opposition to the late-filed motions to intervene and protests. On December 5, 2006, SMMPA filed an answer to Midwest ISO's answer.¹¹

MPPA's Request for Rehearing

20. MPPA asserts that the Commission improperly relied on the April 26 Notice to determine that Midwest ISO could consider Campbell 3 a must-run unit and could assess MPPA outage charges up to its ownership entitlement. MPPA argues that this determination conflicts with established Commission precedent and the filed rate doctrine, and argues that the Commission should direct Midwest ISO to refund all outage charges that Midwest ISO assessed on MPPA.

21. MPPA argues that here the Commission relied on an unfiled document (in this case, the April 26 Notice), which the Commission has neither determined to be just and reasonable nor even been asked to evaluate.

22. In support of its filed rate doctrine argument, MPPA argues that since the order expressly determined that the April 26 Notice should be included in the Midwest ISO TEMT, the Commission could not have relied upon that April 26 Notice as a basis for allowing the Campbell 3 outage charges against MPPA since its provisions were not on file with the Commission nor a part of the TEMT at the time that the subject charges were assessed, and have not been determined by the Commission to be just and reasonable.

23. MPAA argues that Commission precedent requires that "rates or terms and conditions necessary to effectuate service should be included in the TEMT,"¹² and the

¹¹ Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2006), for good cause shown, we will grant the out-of-time motions to intervene and protests.

¹² *Midwest Independent Transmission System Operator, Inc.*, 109 FERC ¶ 61,157 at P 557 (2004).

August 11 Order directed Midwest ISO to revise the TEMT to incorporate the April 26 Notice into the TEMT. However, the order also characterized the April 26 Notice as “not inconsistent with the TEMT,” and allowed Midwest ISO to assess outage charges based on the practices contained therein. Thus, MPPA asserts, the August 11 Order is not only internally inconsistent, but disregards Commission precedent.

24. Moreover, MPPA contends that since the April 26 Notice must be filed as part of the TEMT, the Commission’s permitting Midwest ISO to rely on it for the recovery of charges against MPA constitutes retroactive ratemaking.

25. MPPA further asserts that the Commission previously has rejected Midwest ISO’s reliance on the Business Practices Manual when assessing charges, rather than the terms of TEMT.¹³ Here, the Commission accepted Midwest ISO’s reliance on the April 26 Notice, which is not in the TEMT or even in the Business Practices Manual.

26. Finally, MPPA argues that the Commission’s conclusion that the April 26 Notice supplies a “reasonable basis for the outage charges assessed against MPPA,” is unsupported by the record. MPPA states that it does not agree that the provisions in the April 26 Notice are just and reasonable. MPPA contends that the provisions in the April 26 Notice make little sense, but more fundamentally it argues that until the Commission determines the justness and reasonableness of the scheduling practices incorporated in the April 26 Notice, the Commission cannot rely on those scheduling practices for determining the validity of the charges assessed here.

Discussion

27. The Commission will deny rehearing, and reject the compliance filing.

28. In its complaint MPPA conceded that:

[b]oth the Midwest ISO TEMT and Business Practices Manual are silent with respect to procedures for designating the commitment status for Jointly Owned Units. The Midwest ISO TEMT and Business Practices Manual are also silent on how the Midwest ISO should treat a JOU when the joint owners have assigned conflicting commitment status to a single JOU.¹⁴

¹³ MPPA cites *Midwest Independent System Operator, Inc.*, 115 FERC ¶ 61,108 at P 30 (2006) (*Midwest ISO*).

¹⁴ Complaint at 8.

Thus, the Commission's decision to apply the provisions of the April 26 Notice – the focus of MPPA's argument – to a situation for which, as MPPA concedes, the TEMT does not prescribe a particular process, was appropriate; the April 26 Notice was not inconsistent with the TEMT and, as the Commission determined in the August 11 Order, provided a reasonable basis for how to treat circumstances like this one where the scheduling information submitted by the various joint owners of Campbell 3 was inconsistent. The April 26 Notice states that it was issued to assist Market Participants in submission of Generation Resource Offers and “to address questions of a technical nature raised by Market Participants,” and it provides a known (and reasonable) basis for the charges to be assessed against MPPA.

29. Midwest ISO issued the April 26 Notice to explain to its participants its treatment of JOUs when there were conflicting submissions by the joint owners. MPPA and other participants had the opportunity to raise objections and, in fact, raised no objections; it was issued in April 2005 and the matter at issue here arose in December 2005, eight months later. MPPA does not dispute that it received the April 26 Notice. The April 26 Notice, moreover, does not result in charges that are inconsistent with existing tariff provisions; the TEMT, after all, does not prescribe a particular process for reconciling conflicting information submitted by joint owners. Accordingly, the April 26 Notice was a reasonable basis to address the situation at issue here.

30. Moreover, since, as noted, the TEMT does not prescribe a particular process for Midwest ISO to address the situation present here and the April 26 Notice is not in conflict with any provision of the TEMT, the ruling here is not inconsistent with the ruling in *Midwest ISO*, cited by MPPA. There, Midwest ISO sought to rely on provisions in the Business Practices Manual that were in direct conflict with specific provisions in the TEMT. In the instant case the provisions in the April 26 Notice addressed conflicting submissions by joint owners – a situation for which, MPPA concedes, the TEMT does not prescribe a particular process.

31. Similarly, we find no merit in MPPA's “filed rate doctrine” argument. That doctrine generally “forbids a regulated entity to charge rates for its services other than those properly filed with the appropriate federal regulatory authority.”¹⁵ The Commission's reliance on the April 26 Notice does not violate this standard. As explained above, various sections of the TEMT, *i.e.*, the rate on file, require owners of JOUs to coordinate the submission of scheduling data. In this instance, where different owners submitted conflicting information, the owners did not meet their obligations under the TEMT. In response to this failure, Midwest ISO implemented the process that

¹⁵ *Arkansas Louisiana Gas Company v. Hall*, 453 U.S. 571, 577 (1981).

it had outlined months earlier in the April 26 Notice, and, as the Commission found in the August 11 Order, this notice is not inconsistent with the TEMT including the provisions regarding the obligations of joint owners. The April 26 Notice does not conflict with or change those provisions and Midwest ISO did not violate any provision of its TEMT. It was therefore appropriate for Midwest ISO to issue, and for the Commission to rely on, the April 26 Notice.

32. Notably, the specific charges that Midwest ISO assessed to MPPA are on file in the TEMT.¹⁶ MPPA argues it should not have to pay the charges, even though they are on file, because the process that Midwest ISO followed that exposed MPPA to those charges is not on file. MPPA does not dispute that Midwest ISO faced a dilemma when it received conflicting information from the joint owners of Campbell 3, but it does not like the process Midwest ISO used to resolve that dilemma, even though MPPA was made aware of that process through the April 26 Notice, and raised no concerns about it. MPPA's argument is, essentially, that, having submitted inaccurate and conflicting information to Midwest ISO (*i.e.*, a request to schedule 39 megawatts from Campbell 3, when it also listed Campbell 3 as "unavailable" and when another joint owner listed the same unit as "must run"), MPPA should face no consequences from its error in not canceling the scheduled amount merely because Midwest ISO gave notice of the consequences if MPPA made such a mistake in the April 26 Notice rather than in the TEMT. This is an unpersuasive argument. As discussed above, the April 26 Notice is not inconsistent with the TEMT.

33. We will, however, clarify one aspect of the Commission's finding on this issue. The Commission in the August 11 Order stated:

As this complaint demonstrates, further information provided in [the April 26 Notice] is more appropriately included as part of the TEMT. We will therefore direct Midwest ISO to revise the TEMT to make clear the responsibilities of and the process regarding scheduling of JOUs.

34. MPPA argues that this requirement to put on file in the TEMT more information regarding JOUs is inconsistent with the finding in the order that it was appropriate to rely on the April 26 Notice. We clarify that the requirement to modify the TEMT to more explicitly address scheduling of JOUs is separate from the Commission's findings in the August 11 Order that the TEMT did not provide a process for addressing the situation

¹⁶ The charges assessed to MPPA consist of a Revenue Sufficiency Guarantee charge and a charge based on the difference between the day-ahead and real-time Locational Marginal Prices.

that is the subject of the instant complaint and that Midwest ISO could rely on the process established in the April 26 Notice. The existing TEMT language, which was accepted by the Commission and is on file, necessitated the issuance of the April 26 Notice because the TEMT did not specify a process for Midwest ISO's treatment of JOUs when inaccurate or conflicting information is submitted by the joint owners. The existing TEMT language and the April 26 Notice, which we again note was not inconsistent with and did not violate the TEMT, provided a reasonable basis for Midwest ISO to resolve the conflicting submissions by the joint owners. However, in light of this case, the Commission determined that it would be better for all concerned if the TEMT were revised prospectively "to make clear the responsibilities of and the process regarding scheduling of JOU."¹⁷ That is no more than trying to avoid cases similar to the instant situation in the future. Until such time as a change is made to the language of the TEMT, the existing language continues in effect and the April 26 Notice, unless changed, will control when Midwest ISO is faced with conflicting scheduling information from joint owners. On reconsideration, however, we will modify the directive that Midwest ISO incorporate the existing JOU process into the TEMT. Midwest should not file language that simply codifies the April 26 Notice, which Midwest ISO believes produced unintended and undesirable costs, complications and other consequences, and which we believe could result in similar situations (and similar litigation) occurring in the future. Instead, Midwest ISO should proceed with its plan to make changes to the existing JOU scheduling process, in consultation with existing JOU owners, and make a future compliance filing with such changes. In addition to clarifying the JOU scheduling process, Midwest ISO should be able to propose changes that prevent situations like the one here from reoccurring, where Midwest ISO relied on a generator in the day-ahead market even though the operator of the generator notified Midwest ISO that the generator was not available.¹⁸ We note that although Midwest ISO states it can avoid such

¹⁷ August 11 Order at P 34.

¹⁸ In this regard, at the close of the day-ahead market, Midwest ISO runs the Reliability Assessment Commitment (RAC) process. The RAC ensures that sufficient resources are available and online to meet the forecasted load for each hour of the next Operating Day. To the extent Midwest ISO's implementation of existing tariff provisions may result in commitment of a JOU in the Day-Ahead Energy Market, even though the unit was physically unavailable and the operator of the unit had informed Midwest ISO of that fact within the required timeframes, it may leave Midwest ISO vulnerable to a shortage of on-line resources in real-time.

situations by eliminating the ability of JOU owners to submit separate offers, Midwest ISO could also, for example, make software changes¹⁹ and/or modify the process it will follow when JOU owners submit conflicting scheduling information.²⁰

35. At the conclusion of its consultation process, but in no event more than six months from the date of this order, Midwest ISO should file its proposed changes in a further compliance filing. Accordingly, we will reject Midwest ISO's September 11, 2006 compliance filing. Given that MPPA has agreed, we will grant Midwest ISO's request regarding payment of the refund and filing of the refund report.

The Commission orders:

(A) MPPA's request for rehearing is hereby denied.

(B) Midwest ISO's compliance filing is hereby rejected.

(C) Midwest ISO is hereby directed to revise the TEMT, as discussed in the body of this order.

By the Commission.

(S E A L)

Magalie R. Salas,
Secretary.

¹⁹ Thus, for example, Midwest ISO could make changes to its software so that a unit is not available if *any* of the JOU owners submit an "unavailable" status.

²⁰ We remind JOU owners that in the meantime, before the JOU scheduling process is revised, they are obligated under sections 38.2.5 and 39.2.5 of the TEMT to "endeavor in good faith" to coordinate their Offers and other information submitted to Midwest ISO relating to a JOU.