

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

v.

Docket No. EL06-80-000

Midwest Independent Transmission
System Operator, Inc.

ORDER ON COMPLAINT

(Issued August 11, 2006)

1. On June 23, 2006, Michigan Public Power Agency (MPPA) filed a complaint against Midwest Independent Transmission System Operator, Inc. (Midwest ISO). MPPA seeks an order from the Commission finding that \$231,828 in charges assessed by Midwest ISO to MPPA, as a result of an outage on December 7, 2005, at the James H. Campbell No. 3 Generating Unit (Campbell 3), are not authorized by Midwest ISO's Open Access Transmission and Energy Market Tariff (TEMT) and are not just and reasonable, and that Midwest ISO should refund to MPPA, with interest, all or part of the unauthorized charges related to the Campbell 3 outage. Alternatively, MPPA requests that that matter be set for hearing, held in abeyance 60 days or less, and the parties be directed to go before a settlement judge. For the reasons set forth below, the Commission directs Midwest ISO to refund a portion of those charges with interest.

MPPA's Complaint¹

2. MPPA is a municipal power agency in Michigan created pursuant to state statute in 1978. MPPA is chartered to construct, finance, own, purchase and obtain electric power supply resources, transmission facilities and services, and other services necessary

¹ The facts set forth are undisputed, except where noted.

to meet the electrical power supply needs of the municipal electric systems which are MPPA's members. MPPA also is involved in the joint ownership of generating plants and transmission facilities. Midwest ISO is a Regional Transmission Organization (RTO) and administers its TEMT, under which it 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.

3. Campbell 3 is a coal-fired generating unit jointly owned by MPPA, Consumers Energy (Consumers) and the Wolverine Power Supply Cooperative (Wolverine). 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 MP 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 MP is responsible for submitting metered data for its share of the unit.

4. Campbell 3 has a nameplate generator total 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.

5. On December 7, 2005, a tube leak unexpectedly forced Campbell 3 off line at some point in time earlier than 11:00 a.m. that day, which time is the close of the Day-Ahead Energy Market. Before 11:00 a.m., Consumers, the designated 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. Upon learning of the outage, MPPA's dispatcher 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 for its Campbell 3 entitlement to 0 megawatts.²

6. 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. 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.³

7. On December 27, 2005, MPPA challenged the charges and initiated Midwest ISO's dispute resolution procedures, requesting that these charges be removed from its invoices. Midwest ISO denied this request by letter dated January 11, 2006, claiming the charges were proper because one owner of the JOU had maintained the "must run" status.

8. MPPA, in a letter to Midwest ISO dated April 4, 2006, requested that the parties discuss the disputed \$231,828 charges related to the Campbell 3 outage. Midwest ISO rejected MPPA's request. Midwest ISO referenced section 39.2.5(e) of Midwest ISO TEMT for support of its position, and also referenced a Notice, dated April 26, 2005 (April 26 Notice), regarding Dynamically Schedule Jointly Owned Units as the reason why it was denying the request. Midwest ISO stated that:

² MPPA asserts that it understands that Wolverine notified Midwest ISO of the outage by telephone by 11:02 a.m., but did not communicate this electronically, nor did Wolverine change its standing scheduled megawatt amount to 0. *See* affidavit of Brent Henry, Attachment B to Complaint at P 7. Midwest ISO does not dispute that Wolverine notified Midwest ISO by telephone of the outage.

³ Wolverine was assessed charges for 85 megawatts based upon its proportionate share of the 300 megawatt minimum operating capacity.

Because the commitment status of the Campbell 3 Unit 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-Time Energy Market.

9. In its complaint, MPPA asserts that Midwest ISO has assessed the Campbell 3 outage charges to MPPA in violation of Midwest ISO TEMT. MPPA contends that not only are these charges based on a "process" that is not authorized by the TEMT, but they are also assessed on an amount of Campbell 3 output that far exceeds MPPA's ownership entitlement.

10. MPPA states that Midwest ISO's rationale for imposing the charge is that "if one owner sets the unit as available, that unit is available to the market," and in this case Campbell 3 was in that status so "Midwest ISO dispatched that unit in the Day-Time Energy Market."⁴ However, MPPA contends that there is no basis for Midwest ISO's position that "the process currently in place for dispatching jointly-owned units is consistent with the Energy Market Tariffs,"⁵ since the only provisions of the TEMT that specifically address JOUs, sections 38.2.5.a.ii. and 39.2.5.e, do not authorize Midwest ISO to engage in this "process." TEMT section 38.2.5 requires only that owners of JOUs "endeavor in good faith" to coordinate their offers to ensure they do not exceed the unit's capacity, and otherwise conform to the scheduling requirements for generation resources. Similarly, TEMT section 39.2.5.e only requires joint owners to ensure that their offers are consistent with "the physical operating characteristic described in 39.2.5.b" and "meet the specifications of section 39.2.5.a."⁶

11. MPPA argues that there is no reference in any of these provisions to a "commitment status," or the concept that any single owner of a JOU can bind the other owners to a specific commitment status. In fact, MPPA refers to TEMT section 39.2.5.e which specifically states that "Each Market Participant may submit a Generation Offer ... for their respective ownership of a Jointly Owned Generation resource."⁷

⁴ Page 1 of May 1, 2006 letter from Midwest ISO to MPPA, Exhibit 1 to the complaint.

⁵ *Id.*

⁶ TEMT Second Revised Sheet Nos. 494 and 495.

⁷ TEMT Second Revised Sheet No. 494.

12. MPPA contends that Midwest ISO improperly relies on an April 26 Notice as a basis for applying the “process” that considered the Campbell 3 unit as available. First, MPPA asserts 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.

13. Moreover, MPPA argues, the April 26 Notice states that its contents should not be “considered or relied upon by Market Participants to be market advice or used to develop offer, bid, or other market strategies.” MPPA contends that this “process” is not just and reasonable, but rather irrational, leading to unreliable and uneconomic results. Under this process, Midwest ISO relies on any owner’s designation of a JOU as “must run,” even when the physical operator of the unit has declared the unit unavailable.⁸

14. MPPA also asserts 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. Midwest ISO has assessed these charges based on MPPA’s and Wolverine’s pro rata share of the 300 megawatt 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.

15. MPPA argues that Midwest ISO’s method for calculating the Campbell 3 outage charges is not only unsupported by the TEMT, but also contradicts various provisions of Midwest ISO Business Practices Manual. Thus, MPPA asserts, the Business Practices Manual expressly calls for Midwest ISO to settle each owner of a Dynamically Scheduled JOU separately:

Dynamically Scheduled Jointly Owned Units are modeled separately for each owner. The DART system supplies all necessary settlement offer determinant data to Market Settlements separately by owner. Each Market Participant owner is responsible for submitting its share of the Jointly Owned Unit’s meter data. ***Market Settlements settles each***

⁸ MPPA notes that Midwest ISO has realized the flaw in this “process,” since Midwest ISO has indicated that software changes are being considered so that in the future, it will rely solely on the physical operator’s designation of a JOU as unavailable.

*owner separately as if they each had a stand-alone generation facility.*⁹

16. MPPA asserts that since MPPA's share of Campbell 3 is 39 megawatts, no declaration by Midwest ISO can convert the 39 megawatt entitlement to a 215 megawatt obligation. Thus, MPPA argues, MPPA has no legal right to schedule more than 39 megawatt from Campbell 3, and there is no basis for Midwest ISO to charge MPPA for more output than it is entitled to receive from Campbell 3.

17. MPPA requests that the Commission order refunds of the full \$231,828, plus interest. However, if the Commission should determine that some charge related to the Campbell 3 outage is warranted, the Commission nevertheless should order refunds, plus interest, of charges based on megawatt amounts that exceed MPPA's ownership entitlement in Campbell 3.

Notice of Filing and Responsive Pleadings

18. Notice of MPPA's complaint was published in the *Federal Register*, 71 Fed. Reg. 39,679 (2006), with answers, interventions, or protests due on or before July 13, 2006. Wolverine Power Supply Cooperative, Inc., XCel Energy Services, Inc., and Michigan Electric Transmission Company filed timely motions to intervene. Midwest ISO filed a timely answer.

Midwest ISO's Answer

19. Midwest ISO does not dispute MPPA's allegations concerning the Campbell 3 outage, conceding that both Consumers and MPPA notified it that Campbell 3 was "unavailable," but that while Consumers changed its day-ahead schedule to 0 megawatts, MPPA did not change its day-ahead schedule of 39 megawatts.¹⁰

20. Midwest ISO states it is the only RTO that permits owners of JOUs to establish the operating characteristics and submit offers on an individual basis regarding their unit. To reflect this unique situation, Midwest ISO states that it includes unique provisions that allow such JOU owners to submit separate offers for their respective ownership interests in a dynamically-scheduled JOU, citing sections 38.2.5.a.ii and 39.2.5e of the TEMT.

⁹ Business Practices Manual at p. 2-38, § 2.7.1.7 (emphasis added).

¹⁰ MPPA's complaint also alleges that Wolverine notified Midwest ISO by phone that the Campbell 3 unit was "unavailable" but did not send the required type of notification.

21. Midwest ISO asserts that these sections require that the unit owners accurately coordinate and report Offer and unit information, which Midwest ISO system automatically combines in clearing the Day-Ahead Market and issuing corresponding Dispatch Instructions in the Real-Time market. Thus, it contends the TEMT requires 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 still be provided to Midwest ISO, as was the case with respect to Campbell 3, Midwest ISO states 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.

22. In this case, Midwest ISO contends that because MPPA failed to fully update information relating to Campbell 3 as to its Day-Ahead schedule, Midwest ISO’s existing system automatically detected, cleared and dispatched the unit as “available” to the extent of its minimum operating capacity of 300 megawatts.

23. Midwest ISO asserts that sections 38.2.5 and 39.2.5.e of the TEMT both categorically require that JOU owners “shall coordinate” their data submissions. Midwest ISO also cites to TEMT section 38.2.5.b, that requires a JOU participant to “provide, or cause to be provided to the Transmission Provider, scheduling and other information specified in [the] Tariff, and such other information as the Transmission Provider reasonably requires ... in accordance with the deadlines established by [the] Tariff or by the Transmission Provider.” Thus, Midwest ISO argues, market participants are required to maintain communication systems with the capability to “transmit scheduling, dispatch, or other time-sensitive information to the Transmission Provider in a timely manner,” and to supply Midwest ISO with “all applicable Offer data,” to report Self-Scheduled Resources,” and to “continuously maintain all Offers consistent with the Offer rules and obligations for Market Participants in the Day-Ahead Energy Market, as specified in section 39.2.5, and/or Real-Time Energy Markets.”¹¹

24. Midwest ISO argues that Midwest ISO’s Business Practices Manual and JOU procedures also contain implementing provisions regarding JOUs, and reiterate the data submission and coordination obligations of joint owners. In particular, Midwest ISO cites to the April 26 Notice that Midwest ISO issued to explain the operation of a Dynamically Scheduled JOU like Campbell 3. Midwest ISO asserts 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

¹¹ TEMT sections 38.2.5.d.ii.(b), (c) and (g).

information submitted to Midwest ISO relating to a JOU. Midwest ISO cites 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.¹²

25. As relevant to this complaint, Midwest ISO asserts 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.

26. Midwest ISO asserts that the statement in the April 26 Notice that MPPA relies upon; which states that “Nothing contained herein shall be considered or relied upon by Market Participants to be market advice or used to develop Offer, bid, or other market strategies,” still makes the April 26 Notice an operational document. The disclaimer merely indicates that it “is not intended as market *trading* advice, or as a basis for developing market *trading* strategies in the sense of seeking business advantages and profits from particular market transactions.”¹³ Thus, Midwest ISO argues, MPPA cannot use such language to evade the binding nature of the April 26 Notice.

27. Midwest ISO contends that MPPA’s reference to pending plans or proposals to revise Midwest ISO’s system software, “such that a commit status of unavailable for the physical unit Offer will override the commit status associated with any of the individual commercial share Offers” actually support Midwest ISO’s position. It asserts that such a

¹² Attachment A to the Answer.

¹³ Answer at 10.

proposed change underscores the fact that the *existing* system software does not yet have the capability to ‘override’ the failure of JOU owners to coordinate and update their submitted Offer and unit data. Thus, until the change is made, MPPA is subject to the current software’s limitations.

28. In sum, Midwest ISO contends that, when faced with conflicting data due to inconsistent submissions of the JOU owners, Midwest ISO is not required to rectify the failure of joint owners to coordinate and update their Offer and unit data and resolve the conflict. Midwest ISO asserts, under the current system, 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 argues, 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 caused Midwest ISO’s data-dependent system to clear Campbell 3’s minimum operating capacity, and is responsible for its share of the charges incurred by Midwest ISO as a result.

Discussion

A. Procedural Matters

29. Pursuant to Rule 214 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2004), the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.

B. Analysis

30. This proceeding involves charges relating to the outage of Campbell 3, a JOU which has a minimum 300 megawatt operating capacity. At some point prior to the December 7, 2005, 11:00 a.m. notice deadline for the following day market, Consumers, the operator of Campbell 3, with a 93.31 percent ownership interest in the unit, became aware that the unit would not be able to operate. Consumers notified Midwest ISO of the outage and changed its Day-Ahead schedule offer of 280.93 megawatts to zero and changed the unit’s commitment from “must run” to “unavailable.” Consumers then notified MPPA, of the outage at 10:50 a.m., ten minutes before the 11:00 a.m. deadline and electronically changed the unit’s status to “unavailable”. However, the MPPA dispatcher did not change MPPA’s standing schedule for its Campbell 3 entitlement of 39 megawatts to zero.

31. Wolverine, the third joint owner of Campbell 3, with a 1.81 percent interest, did not change either the status of the unit, or change its standing commitment of 15 megawatts. However, MPPA asserts (and Midwest ISO does not disagree) that at 11:02 a.m. Wolverine did notify Midwest ISO of the outage by telephone.

32. Midwest ISO assessed charges against MPPA because MPPA did not change its standing schedule commitment of 39 megawatts to zero. Midwest ISO charged MPPA and Wolverine for the entire 300 megawatt minimum operating capacity and disregarded the operator's 93.31 percent interest because the operator had zeroed out its schedule. Thus, MPPA was charged with 215 megawatts of the 300 megawatt minimum operating capacity even though MPPA has only a 4.8 percent ownership interest in the JOU, and Wolverine was charged with 85 megawatts, and Consumers, the operator, was not charged anything.

33. Midwest ISO asserts that the TEMT supports its position, arguing that the TEMT outlines the obligations of participants in a JOU, and requires them to supply "scheduling and other information" and to "transmit schedule, dispatch or other time-sensitive information ... in a timely manner."¹⁴ We disagree. The TEMT sections cited by Midwest ISO in its answer do not directly apply to the facts presented here. They contain 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."

34. Midwest ISO relies principally upon the April 26 Notice, in which it "published information amplifying the procedure relating to dynamically-scheduled JOUs, such as the Campbell 3 unit."¹⁵ This notice provides 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. As this complaint demonstrates, further information provided in this 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. However, since the April 26 Notice is not inconsistent with the TEMT, and is otherwise a reasonable basis to treat incorrect or inconsistent scheduling information submitted by different JOU owners, we will rely upon it in making our finding in the instant complaint. Consistent with the April 26 Notice, Midwest ISO treated Campbell 3 as "must run" because Wolverine, one of the

¹⁴ TEMT section 38.25.b.

¹⁵ Answer at 9.

Campbell 3 joint owners, maintained that status for the JOU.¹⁶ However, as with the language in the TEMT, the consequence of this process on the JOU owners is not made clear in the April 26 Notice.

35. Accordingly, we find that it was appropriate for Midwest ISO to consider Campbell 3 as “must run.” However, we find that Midwest ISO should not have attributed to MPPA 215 megawatts of the 300 megawatt minimum operating capacity. Such an amount is well in excess of MPPA’s 39 megawatt share. Midwest ISO cannot rely on the language in the TEMT that requires a good faith effort by *all* owners of a JOU to coordinate their offers as the basis for assessing charges to only two of three owners to which this provision applies. Midwest ISO asserts that the lack of coordination is evidenced by the submission of conflicting information by all three owners. There is nothing in the TEMT that states that the owner that submits “correct” information (in this case, Consumers, for changing the status to “unavailable” and zeroing out its schedule) has fulfilled its good faith effort to coordinate with the other owners, while the owners that submitted “incorrect” information (*e.g.*, MPPA, for not zeroing out its schedule) has not sufficiently coordinated. Thus, Midwest ISO cannot rely on the TEMT to support its increase of MPPA’s schedule from 39 megawatts to 215.

36. Similarly, the April 26 Notice does not provide a basis for assessing a charge to MPPA for an amount of megawatts that exceeds its ownership share. The April 26 Notice states that “Once the logic determines the commit status of the Physical JOU, the commit status of the commercial share is set to the same value”. While not exactly a model of clarity, paragraph 4 of the April 26 Notice then states that where one owner has set the unit to “must run,” but another owner does not want to “clear any portion” of its share, that owner should set its “Commercial Share limits to 0 MWs to prevent any cleared volume for your share.” Here, having failed to zero out its schedule, MPPA would be responsible for costs associated with an amount of megawatts attributed to its share of the JOU, which in this case is 39 megawatts. However, in accessing charges to MPPA, Midwest ISO did not attribute any megawatt amount to Consumers, the operator with a 93.31 percent interest, because it had zeroed out its schedule. Then, because they did not zero out their schedules, Midwest ISO assigned the *entire* 300 megawatts to the other two other owners, Wolverine and MPPA, and assessed MPPA costs associated with 215 megawatts. Midwest ISO should not have done this. While the April 26 Notice can be reasonably interpreted to hold JOU owners responsible for the amount of their ownership share, it in no way supports Midwest ISO’s assertion that it can hold MPPA responsible for an amount that is more than MPPA’s total ownership share in Campbell 3.

¹⁶For purposes of this order, we disregard MPPA’s “understanding” that Wolverine notified Midwest ISO of the outage by telephone after the 11 a.m. deadline.

37. In sum, neither the TEMT nor the April 26 Notice provide a basis for Midwest ISO to assign to MPPA costs associated with output from a generator that exceeds MPPA's legal entitlement in that generator. However, as explained above, 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." MPPA does not dispute that under the TEMT, charges are to be assessed when a party schedules output for a generator in the Day-Ahead Market but does not supply that output in real-time. Since Wolverine did not change the status to "unavailable" by the 11 a.m. deadline, and since MPPA did not change its schedule to zero, we find that MPPA is responsible for costs associated with its 39 megawatt ownership share. Accordingly, we will grant MPPA's request with respect to amounts above its 39 megawatt schedule and direct Midwest ISO to refund to MPPA, with interest, all charges above that amount.

The Commission orders:

(A) MPPA's complaint is hereby granted in part, as discussed in the body of this order.

(B) Midwest ISO is hereby directed to refund to MPPA all Campbell 3 outage charges above its 39 megawatt schedule, as discussed in the body of this order, with interest, pursuant to 18 C.F.R. § 35.19a (2006), within 30 days of the date of this order, and to file a refund report within 30 days thereafter.

(C) Midwest ISO is hereby directed to revise the TEMT, as discussed in the body of this order, and submit such revisions to the Commission for filing within 30 days of the date of this order.

By the Commission.

(S E A L)

Magalie R. Salas,
Secretary.