

146 FERC ¶ 61,081  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

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

Midcontinent Independent System  
Operator, Inc.

Docket Nos. ER14-114-000  
ER14-115-000

ORDER ON MOTION TO WITHDRAW

(Issued February 10, 2014)

1. This order addresses the Midcontinent Independent System Operator, Inc.'s (MISO) motion to withdraw two filings it submitted in Docket Nos. ER14-114-000 and ER14-115-000. The two filings are part of a package of four filings, referred to as the Missouri Filings, pursuant to which Entergy Arkansas, Inc. (Entergy Arkansas) and MISO proposed to establish temporary transmission service arrangements for certain transmission facilities owned by Entergy Arkansas located in southeastern Missouri (Missouri Transmission Facilities). While the Missouri Filings were pending before the Commission, the need for the temporary transmission service arrangements was eliminated and Entergy Arkansas and MISO each filed motions to withdraw their respective filings. Ameren Services Company (Ameren Services), on behalf of Union Electric Company d/b/a Ameren Missouri (Ameren Missouri), opposes MISO's motion to withdraw the filings. This order grants MISO's motion to withdraw the filings in Docket Nos. ER14-114-000 and ER14-115-000.<sup>1</sup>

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<sup>1</sup> On December 10, 2013, Entergy Arkansas filed a motion to withdraw the other two Missouri Filings in Docket Nos. ER14-89-000 and ER14-134-000. Entergy Arkansas' motion to withdraw was unopposed. Pursuant to section 35.17 of the Commission's regulations, Entergy Arkansas' filings in those dockets are deemed withdrawn. 18 C.F.R. § 35.17 (2013).

## **I. Background**

2. In April 2011, the Entergy Operating Companies<sup>2</sup> announced their decision to join MISO. Subsequently, the Entergy Operating Companies submitted multiple filings, including the Missouri Filings, to accomplish their integration into MISO. At the time the Missouri Filings were submitted, MISO explained that, although Entergy Arkansas had intended to transfer functional control of all of its transmission facilities to MISO, due to an order issued by the Missouri Public Service Commission (Missouri Commission) on October 9, 2013, Entergy Arkansas would not transfer functional control of the Missouri Transmission Facilities to MISO.<sup>3</sup> Instead, Entergy Arkansas proposed to provide service over the Missouri Transmission Facilities pursuant to a separate open access transmission tariff (OATT), referred to as the Missouri OATT, and submitted that tariff for approval by the Commission in Docket No. ER14-89-000.

3. To support the proposed temporary transmission arrangements, MISO made two filings. On October 16, 2013, MISO submitted, in Docket No. ER14-114-000, a proposed coordination agreement with Entergy Arkansas that provided for coordination between the Missouri OATT and the MISO Open Access Transmission, Energy and Operating Markets Tariff (MISO Tariff) (Coordination Agreement).<sup>4</sup> The Coordination Agreement would have provided for coordination between the Missouri OATT and the MISO Tariff on certain matters, including transmission service request processing, rates, and congestion management.

4. Also on October 16, 2013, MISO submitted, in Docket No. ER14-115-000, three unexecuted transmission service agreements under the MISO Tariff: (1) a Network Integration Transmission Service Agreement with the Missouri Joint Municipal Electric Utility Commission; (2) a Long-Term Firm Point-to-Point Transmission Service Agreement with The Empire District Electric Company; and (3) a Network Integration

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<sup>2</sup> The Entergy Operating Companies are Entergy Arkansas; Entergy Gulf States Louisiana, L.L.C.; Entergy Louisiana LLC; Entergy Mississippi, Inc.; Entergy New Orleans, Inc.; and Entergy Texas, Inc.

<sup>3</sup> Midcontinent Independent System Operator, Inc. Unexecuted Network Integration Transmission Service Agreement for Missouri Joint Municipal Electric Utility Commission and Unexecuted Long-Term Firm Point-to-Point Transmission Service Agreement for Empire District Electric Company, Transmittal Letter at 3, Docket No. ER14-115-000 (filed Oct. 16, 2013) (MISO Unexecuted Service Agreements Filing).

<sup>4</sup> Filing of a Coordination Agreement By and Between Midcontinent Independent System Operator, Inc. and Entergy Arkansas, Inc., Docket No. ER14-114-000 (filed Oct. 16, 2013) (Coordination Agreement Filing).

Transmission Service Agreement for Ameren Missouri (Unexecuted Ameren Missouri Service Agreement) (collectively, the MISO Unexecuted Service Agreements). The MISO Unexecuted Service Agreements would have provided transmission service on the MISO transmission system to complete the transmission service paths for those customers that would have also taken service over the Missouri Transmission Facilities pursuant to the Missouri OATT. Under the Unexecuted Ameren Missouri Service Agreement, MISO proposed to provide Network Service for Ameren Missouri load points at substations connected to the Missouri Transmission Facilities in the “boot heel” area of Missouri (Ameren Missouri Boot Heel Load). MISO explained that, at the time the Missouri Filings were made, Ameren Missouri was taking network service for the Ameren Missouri Boot Heel Load under both the MISO Tariff and the Entergy OATT. According to MISO, while the Ameren Missouri Boot Heel Load would continue to be pseudo-tied to the Ameren Local Balancing Authority after December 19, 2013, the scheduled date for integration of the Entergy Operating Companies into MISO, the Ameren Missouri Boot Heel Load would still be physically connected to the Missouri Transmission Facilities. MISO stated that Ameren Missouri would, under the Ameren Missouri Service Agreement, continue to take network service under the MISO Tariff and be included in the Entergy Arkansas Transmission Pricing Zone and pay the rate applicable to that zone.

5. On December 11, 2013, MISO filed a motion to withdraw the Coordination Agreement and the MISO Unexecuted Service Agreements Filings.

## **II. Notice of Filings and Responsive Pleadings**

6. Notice of the Coordination Agreement Filing in Docket No. ER14-114-000 and the Unexecuted Service Agreements Filing in Docket No. ER14-115-000 was published in the *Federal Register*, 78 Fed. Reg. 64,490 (2013), with interventions and protests due on or before November 6, 2013.

7. In Docket No. ER14-114-000, timely motions to intervene were filed by The Empire District Electric Company (Empire District), Associated Electric Cooperative, Inc. (Associated Electric), Southwest Power Pool, Inc., Kansas City Power & Light and KCP&L Greater Missouri Operations Company (together, Kansas City Power & Light), and the Missouri Joint Municipal Electric Utility Commission (MJMEUC). On November 22, 2013, American Electric Power Service Corporation filed an out-of-time motion to intervene.

8. In Docket No. ER14-115-000, timely motions to intervene were filed by Empire District and Kansas City Power & Light. MJMEUC filed a motion to intervene and comments. On December 3, 2013, Associated Electric filed an out-of-time motion to intervene.

9. In both Docket Nos. ER14-114-000 and ER14-115-000, Entergy Services, Inc. filed motions to intervene and supporting comments. The Missouri Commission filed notices of intervention and conditional protests. Ameren Services filed a motion to intervene and protest on behalf of Ameren Missouri. Empire District filed a protest, motion for consolidation, request for rate suspension and evidentiary hearing.

10. On November 20, 2013, MISO and Entergy Arkansas filed separate answers to the comments and protests. On December 5, 2013, Associated Electric and Ameren Services, on behalf of Ameren Missouri, filed separate answers to MISO and Entergy Arkansas' November 20, 2013 answers.

11. On December 11, 2013, MISO filed a motion to withdraw the Coordination Agreement and the MISO Unexecuted Service Agreements Filings in Docket Nos. ER14-114-000 and ER14-115-000, respectively, pursuant to 18 C.F.R. § 35.17 (2013) (Motion to Withdraw).

12. In both Docket Nos. ER14-114-000 and ER14-115-000, on December 18, 2013, Ameren Services filed, on behalf of Ameren Missouri, a response in opposition the Motion to Withdraw. On December 23, 2013, the Missouri Commission filed, comments regarding Ameren Missouri's opposition to the Motion to Withdraw. On January 2, 2014, MISO and Entergy Arkansas filed, separate answers to the Ameren Missouri and Missouri Commission responses to the Motion to Withdraw. On January 14, 2014, Ameren Services filed, on behalf of Ameren Missouri, an answer to the January 2, 2014 answers of MISO and Entergy Arkansas.

### **III. Discussion**

#### **A. Procedural Matters**

13. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure,<sup>5</sup> the notices of intervention and timely, unopposed motions to intervene serve to make the entities that filed them parties to the proceedings in which they filed them. Pursuant to Rule 214(d) of the Commission's Rules of Practice and Procedure,<sup>6</sup> we will grant the late-filed motions to intervene given intervenors' interests in the proceedings, the early stages of the proceedings, and the absence of undue prejudice or delay.

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<sup>5</sup> 18 C.F.R. § 385.214 (2013).

<sup>6</sup> 18 C.F.R. § 385.214(d) (2013).

14. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure<sup>7</sup> prohibits an answer to a protest or answer unless otherwise ordered by the decisional authority. We will accept the answers filed in these proceedings because they have provided information that assisted us in our decision-making process.

**B. Substantive Matters**

**1. Rate Treatment of the Ameren Missouri Boot Heel Load**

**a. Ameren Missouri's Position**

15. According to Ameren Missouri, the Ameren Missouri Boot Heel Load consists of native load customers taking bundled retail service.<sup>8</sup> Prior to the integration of the Entergy Operating Companies into MISO (Entergy Integration), Ameren Missouri took Network Integration Transmission Service from both MISO and Entergy Arkansas for the Ameren Missouri Boot Heel Load. Specifically, beginning in 2009, Ameren Missouri began to take service from Entergy Arkansas pursuant to a Network Integration Transmission Service Agreement (Ameren Missouri NITSA), and paid the Entergy OATT rate for that service.<sup>9</sup> With respect to service from MISO, Ameren Missouri has, since 2004, when it joined MISO, taken Network Integration Transmission Service for all of its bundled retail load, including the Ameren Missouri Boot Heel Load.<sup>10</sup> Ameren Missouri states that the Ameren Missouri Boot Heel Load has been part of the Ameren Missouri Transmission Pricing Zone and has been counted by MISO as Ameren Missouri load within that zone, and that the Ameren Missouri Boot Heel Load is, and has been, pseudo-tied to the Ameren Missouri Local Balancing Authority.

16. In its protest, Ameren Missouri requests that the Commission clarify certain statements made by MISO and Entergy Arkansas in the Missouri Filings. For example, Ameren Missouri questions MISO's statement that: "Ameren will continue to take network service under the MISO Tariff and will be included in the [Entergy Arkansas

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<sup>7</sup> 18 C.F.R. § 385.213(a)(2) (2013).

<sup>8</sup> Motion to Intervene and Protest of Ameren Services Company at 3, Docket Nos. ER14-89-000, ER14-114-000 and ER14-115-000 (not consolidated) (filed Nov. 5, 2013) (Ameren Missouri Protest).

<sup>9</sup> Motion for Leave to Answer and Answer of Ameren Services Company at 4-5, Docket Nos. ER14-89-000, ER14-114-000 and ER14-115-000 (not consolidated) (filed Dec. 5, 2013) (Ameren Missouri December 5 Answer).

<sup>10</sup> *Id.* at 2.

Transmission Pricing Zone] and pay the transmission rate applicable to that MISO Pricing Zone.”<sup>11</sup> Based on this and other statements by Entergy Arkansas and MISO in the Missouri Filings, Ameren Missouri concluded that MISO and Entergy Arkansas intended: to remove the Ameren Missouri Boot Heel Load from the Ameren Missouri Local Balancing Authority and the Ameren Missouri Transmission Pricing Zone; to consider the Ameren Missouri Boot Heel Load part of the Entergy Arkansas Transmission Pricing Zone; and to charge the Ameren Missouri Boot Heel Load the rate for the Entergy Arkansas Transmission Pricing Zone.

17. Ameren Missouri argues that removing the Ameren Missouri Boot Heel Load from the Ameren Missouri Local Balancing Authority and the Ameren Missouri Transmission Pricing Zone would violate the Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation (MISO Transmission Owners Agreement) because it would result in Ameren Missouri taking Network Integration Transmission Service to serve its bundled load and paying Schedule 9 charges to Entergy Arkansas.<sup>12</sup> According to Ameren Missouri, Appendix C, Section II.A.3.a of the MISO Transmission Owners Agreement provides that Transmission Owners taking Network Integration Transmission Service to serve their bundled load shall not pay charges under Schedules 1-6 and 9.

18. Ameren Missouri also argues that moving the Ameren Missouri Boot Heel Load to the Entergy Arkansas Transmission Pricing Zone would violate a 2004 service agreement filed with and approved by the Commission as part of a settlement between Ameren Missouri and the Missouri Commission that allowed Ameren Missouri to join MISO (Missouri Service Agreement).<sup>13</sup> Ameren Missouri explains that section 3.1 of the Missouri Service Agreement provides that Ameren Missouri “shall not pay the rate set forth in Schedule 9 of the [MISO Tariff] for service to its Bundled Retail Load, but will include Bundled Retail Load in the total load used to calculate the zonal rate for

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<sup>11</sup> Ameren Missouri Protest at 4-5.

<sup>12</sup> *Id.* at 6-8.

<sup>13</sup> Ameren Missouri explains that in 2004, when it planned its integration into MISO, the Missouri Commission sought to protect its ability to set rates for the transmission component of bundled retail service provided by Ameren Missouri in Missouri. The Missouri Commission approved Ameren Missouri’s membership in MISO subject to certain conditions set forth in a stipulation and agreement between Ameren Missouri and the Missouri Commission (Missouri Stipulation and Agreement). The Missouri Service Agreement resulted from the Missouri Stipulation and Agreement. Ameren Missouri December 5 Answer at 5.

Ameren.”<sup>14</sup> Ameren Missouri states that the Ameren Missouri Boot Heel Load is part of the Bundled Retail Load referred to in that section of the Missouri Service Agreement.

19. Ameren Missouri further argues that the inclusion of all of its Bundled Retail Load, including the Ameren Missouri Boot Heel Load, in the Ameren Missouri Transmission Pricing Zone is a fundamental part of the Missouri Service Agreement. Ameren Missouri maintains that the primary function of that agreement is to “ensure that the [Missouri Commission] continues to set the transmission component of [Ameren Missouri’s] rates to serve its Bundled Retail Load.”<sup>15</sup> Ameren Missouri notes that the Missouri Service Agreement defines the term “Bundled Retail Load” as Ameren Missouri’s “retail electric customers...in the State of Missouri” and that the Ameren Missouri Boot Heel Load, continues to be, as it was in 2004, part of Ameren Missouri’s retail electric load located in the State of Missouri.<sup>16</sup> Ameren Missouri concludes that the Missouri Service Agreement expressly requires Ameren Missouri to include all its Bundled Retail Load in the total load amount used to calculate the zonal rate for the Ameren Missouri Transmission Pricing Zone.

**b. MISO’s Position**

20. MISO’s position on the rate treatment of the Ameren Missouri Boot Heel Load has evolved throughout its pleadings filed in these dockets. MISO initially claimed that even though Ameren Missouri had included the Ameren Missouri Boot Heel Load in the Ameren Transmission Pricing Zone since 2004, the inclusion of the Ameren Missouri Boot Heel Load in the Ameren Missouri Transmission Pricing Zone prior to the Entergy Integration was actually incorrect because that load was not physically interconnected to a MISO Transmission Owner and thus did not qualify for Network Integration Transmission Service pursuant to the MISO Tariff.<sup>17</sup> Rather, MISO argued, upon the termination of the grandfathered agreement between Ameren Missouri and Entergy Arkansas that was in place prior to April 1, 2009 and used by Ameren Missouri to serve the Ameren Missouri Boot Heel Load, Ameren Missouri was required to take Point-to-Point Transmission Service out of MISO to serve the Ameren Missouri Boot Heel Load

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<sup>14</sup> *Id.* at 8 (quoting Missouri Service Agreement at § 3.1).

<sup>15</sup> *Id.* at 7 (quoting Missouri Stipulation and Agreement at 12).

<sup>16</sup> *Id.* at 8.

<sup>17</sup> Motion for Leave to Answer and Answer of the Midcontinent Independent System Operator, Inc. at 7-8, Docket Nos. ER14-89-000, ER14-114-000, and ER14-115-000 (not consolidated) (filed Nov. 20, 2013) (MISO November 20 Answer).

and to pay the regional average through-and-out rate for such service.<sup>18</sup> According to MISO, following the Entergy Integration the Ameren Missouri Boot Heel Load would be physically connected to a MISO Transmission Owner (i.e. Entergy Arkansas), and therefore qualify for Network Integration Transmission Service and the rate for the Entergy Arkansas Transmission Pricing Zone would apply to the Ameren Missouri Boot Heel Load since that is where the load would be physically located.<sup>19</sup>

21. MISO responds to Ameren Missouri's arguments that the MISO Transmission Owners Agreement provides that Transmission Owners taking Network Transmission Service to serve their bundled retail load shall not pay charges pursuant to Schedules 1-6 and 9. According to MISO, Ameren Missouri's argument ignores a long-standing exception to the relevant provision of the MISO Transmission Owners Agreement, which is set forth in Section 37.3.a of the MISO Tariff. That exception requires that a Transmission Owner located in a pricing zone or local balancing authority area with one or more other Transmission Owners shall remain obligated to pay for other services that it does not provide itself unless the services are provided pursuant to a grandfathered agreement.<sup>20</sup> MISO states that, although a grandfathered agreement between Ameren Missouri and Entergy Arkansas was in place prior to April 1, 2009, Ameren Missouri currently pays for service over the Missouri Transmission Facilities to serve the Ameren Missouri Boot Heel Load under the terms of the Ameren Missouri NITSA, which does not qualify as a grandfathered agreement under the MISO tariff.

22. MISO also disputes Ameren Missouri's reliance on the Missouri Service Agreement. First, MISO states that although Ameren Missouri notes that section 3.1 of the Missouri Service Agreement provides that Ameren Missouri "shall not pay the rates set forth in Schedule 9 of the [MISO Tariff] for service to its Bundled Retail Load," Ameren Missouri overlooks section 3.2 of the agreement, which states that "notwithstanding [s]ection 3.1 of this Agreement, [Ameren Missouri] shall be obligated to pay [MISO] for any transmission and ancillary services that [Ameren Missouri] requires to serve its Bundled Load to the extent that [Ameren Missouri] does not provide such services for itself."<sup>21</sup> According to MISO, by its own admission, Ameren Missouri does not provide transmission service for itself in the boot heel area of Missouri – Entergy Arkansas provides that service for Ameren Missouri using Entergy Arkansas' transmission facilities. Second, MISO contends that the scope of the agreement was

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<sup>18</sup> *Id.* at 7.

<sup>19</sup> *Id.*

<sup>20</sup> *Id.* at 11.

<sup>21</sup> *Id.* at 12 (quoting Missouri Service Agreement, § 3.2).

always limited to an exemption from Schedule 9 charges, not transmission charges required to be collected under other service schedules, including Point-to-Point Transmission Service schedules of the MISO Tariff and non-MISO rate schedules, such as the Ameren Missouri NITSA. According to MISO, the terms of the Missouri Service Agreement reflect the same Bundled Load exemption available to any Transmission Owners taking Network Integration Service for their bundled retail load.<sup>22</sup>

23. MISO and Entergy Arkansas note that placing the Ameren Missouri Boot Heel Load in the Entergy Arkansas Transmission Pricing Zone would maintain the status quo cost allocation under which that load pays its share of the Entergy Arkansas transmission facilities that it uses for service. They explain that the Ameren Missouri Boot Heel Load will receive from MISO the same service it received from Entergy Arkansas prior to the integration, and, accordingly, will now pay the Entergy Arkansas zonal rate. MISO and Entergy Arkansas observe that Ameren Missouri's logic would allow it to realize a windfall due to the elimination of the rate pancake by the integration – Ameren Missouri would essentially use for free the facilities it previously paid Entergy Arkansas to use prior to the Entergy Integration.<sup>23</sup>

24. In its January 2, 2014 answer, MISO argues that Ameren Missouri is mistaken in implying that MISO's reading of the Missouri Service Agreement precludes MISO from placing the Ameren Missouri Boot Heel Load in the divisor of the Ameren Missouri Transmission Pricing Zone. As noted above, although MISO claimed in a prior pleading that the current inclusion of the Ameren Missouri Boot Heel Load in the Ameren Missouri Transmission Pricing Zone is actually incorrect and cannot continue after integration, in its January 2 answer MISO states that Ameren Missouri may include that load in the divisor for the Ameren Transmission Pricing Zone and that doing so would not be inconsistent with requiring Ameren Missouri to pay the zonal rate for the Entergy Arkansas Transmission Pricing Zone.<sup>24</sup> MISO explains that this method is exactly how the rate for the Ameren Missouri Transmission Pricing Zone has been calculated since 2004. MISO states that keeping the Ameren Missouri Boot Heel Load in the Ameren Missouri zonal rate divisor now that the Missouri Transmission Facilities will be a part of the MISO transmission system does not change anything and is not prohibited by any

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<sup>22</sup> *Id.* at 13.

<sup>23</sup> *Id.* at 5; Motion for Leave to Answer and Answer of Entergy Arkansas, Inc. at 5-6, Docket Nos. ER14-114-000 and ER14-115-000 (not consolidated) (filed Jan. 2, 2014) (Entergy Arkansas January 2 Answer).

<sup>24</sup> Motion for Leave to Answer and Reply of the Midcontinent Independent System Operator, Inc. at 5, Docket Nos. ER14-114-000 and ER14-115-000 (not consolidated) (filed Jan. 2, 2014) (MISO January 2 Answer).

provision of the MISO Tariff or the MISO Transmission Owners Agreement. MISO notes that Ameren Missouri's retail load will see no impact from retaining that arrangement (unless the Missouri Commission permits a rate increase or requires a rate reduction). According to MISO, Ameren Missouri will continue to pay for the transmission service required to serve the Ameren Missouri Boot Heel Load, and Entergy Arkansas will see no lost revenues as a result of joining MISO.

25. In its January 14, 2014 answer, Ameren Missouri notes that during the first full week of January 2014 it received invoices for a portion of December 2013 that include Entergy Arkansas Network Integration Transmission Service charges.<sup>25</sup> Ameren Missouri contends that if the Ameren Missouri Boot Heel Load is forced to pay the Entergy Arkansas Transmission Pricing Zone rate, the Missouri Commission will lose the ability to set the transmission component of Ameren Missouri's rates to service its Bundled Retail Load because the MISO Schedules 1-6, and 9 charges that are components of the Entergy Arkansas Transmission Pricing Zone rate under the MISO Tariff are not set by the Missouri Commission, but by the Commission.<sup>26</sup> Ameren Missouri disputes MISO's suggestion to include the Ameren Missouri Boot Heel Load in Ameren Missouri's Attachment O divisor while moving that load into the Entergy Arkansas Transmission Pricing Zone. Ameren Missouri states that doing so would "create a mismatch between the billing determinants used to design the [Ameren Missouri Transmission Pricing Zone] rate vis-à-vis the billing determinants against which the rate is applied," in violation of long-standing Commission precedent.<sup>27</sup> Finally, Ameren Missouri disputes Entergy Arkansas' claim that leaving the Ameren Missouri Boot Heel Load in the Ameren Missouri Transmission Pricing Zone would result in a windfall.

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<sup>25</sup> Ameren Services Company's Motion for Leave to Answer and Answer to Reply of the Midcontinent Independent System Operator, Inc. and Entergy Arkansas, Inc. at 10, Docket Nos. ER14-114-000 and ER14-115-000 (not consolidated) (filed Jan. 14, 2014) (Ameren Missouri January 14 Answer).

<sup>26</sup> *Id.* at 13. Ameren Missouri claims that this outcome "would place Ameren Missouri's status under the Missouri Stipulation and Agreement in jeopardy." *Id.*

<sup>27</sup> *Id.* at 16 (citing *El Paso Elec. Co.*, Opinion No. 109, 14 FERC ¶ 61,082, at 61,147 (1981)).

## 2. Motion to Withdraw

### a. MISO Motion to Withdraw

26. MISO states that the Commission's regulations provide that a public utility may file a motion to withdraw in its entirety "a rate schedule, tariff or service agreement filing that has not become effective and upon which no Commission or delegated order has been issued."<sup>28</sup> MISO notes that the Commission's regulations provide that a motion to withdraw will become effective, and the rate schedule, tariff, or service agreement filing deemed withdrawn, at the end of 15 days from the date of filing the motion if no answer in opposition to the motion is filed.

27. In support of the Motion to Withdraw, MISO explains that, on November 26, 2013, the Missouri Commission issued an order that: (1) withdrew the Missouri Commission's prior order that prompted the Missouri Filings; and (2) approved Entergy Arkansas' transfer of functional control of the Missouri Transmission Facilities to MISO without imposing "problematic conditions."<sup>29</sup> MISO states that as a result of that order, Entergy Arkansas could transfer functional control of the Missouri Transmission Facilities to MISO at the same time as it transferred functional control of its other transmission facilities. According to MISO, since transmission service would be provided over the Missouri Transmission Facilities under the terms and conditions of the MISO Tariff once integrated into MISO, the Missouri Filings would no longer be necessary: the filings were proposed as a temporary mechanism to provide transmission service over the Missouri Transmission Facilities after functional control of Entergy Arkansas' other transmission facilities was transferred to MISO. MISO concludes that since it will transfer all of its facilities, including the Missouri Transmission Facilities to MISO, the Missouri Filings are no longer necessary.

28. On December 19, 2013, Entergy Arkansas transferred functional control of all of its transmission facilities, including the Missouri Transmission Facilities, to MISO.

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<sup>28</sup> Motion to Withdraw Filings of Midcontinent Independent System Operator, Inc. at 3 (quoting 18 C.F.R. § 35.17(a)(1)), Docket Nos. ER14-114-000 and ER14-115-000 (not consolidated) (filed Dec. 11, 2013) (MISO Motion to Withdraw).

<sup>29</sup> *Id.* at 3. The Missouri Commission order required some reporting requirements with which Entergy Arkansas has agreed to comply. *Id.*

**b. Pleadings Responsive to the Motion to Withdraw**

29. Ameren Missouri argues that granting the Motion to Withdraw will leave unresolved issues concerning the appropriate rate for MISO's provision of Network Integration Transmission Service to the Ameren Missouri Boot Heel Load.<sup>30</sup> Ameren Missouri contends that the harm to it, allowing MISO to impose charges on Ameren Missouri and the Ameren Missouri Boot Heel Load in violation of the Missouri Service Agreement, outweighs any administrative benefit to MISO of withdrawing the filings before they become effective. Ameren Missouri asserts that the Commission must provide specific direction to MISO concerning adherence to the Missouri Service Agreement prior to allowing MISO to withdraw the Unexecuted Service Agreements Filing.

30. The Missouri Commission supports Ameren Missouri's opposition to the MISO Motion to Withdraw to the extent that it was "the intention and understanding of the [Missouri Commission] to require the exemption of all [Ameren Missouri's] bundled retail load from Schedule 1 through 6 and Schedule 9 of MISO's OATT – including Ameren Missouri's retail load in the Boot Heel of Missouri."<sup>31</sup>

31. In response to Ameren Missouri, MISO argues that the present dockets are no longer the proper venue in which to resolve the issues relating to the rate treatment of the Ameren Missouri Boot Heel Load. MISO observes that the Missouri Filings are moot and cannot go into effect, no matter how the issues regarding the Ameren Missouri Boot Heel Load are ultimately resolved.<sup>32</sup> MISO contends that the proper course of action is for Ameren Missouri to file a complaint under FPA section 206, since a complaint would ensure that the burden of proof rests with Ameren Missouri and would provide the

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<sup>30</sup> Ameren Service Company's Response in Opposition to Motion to Withdraw Filings of Midcontinent Independent System Operator, Inc. at 1, Docket No. ER14-114-000 and ER14-115-000 (not consolidated) (filed Dec. 18, 2013). Although filed in both Docket Nos. ER14-114-000 and ER14-115-000, Ameren Missouri "opposes MISO's request to withdraw only the filing in Docket No. ER14-115-001." *Id.* at 5. As no such docket number exists, we will interpret Ameren Missouri's response as opposition to MISO's proposal to withdraw the filing in Docket No. ER14-115-000, the MISO Unexecuted Service Agreements Filing.

<sup>31</sup> The Public Service Commission of the State of Missouri's Comments Regarding Ameren Service Company's Opposition to Withdraw Filings of Midcontinent Independent System Operator, Inc. at 1, Docket Nos. ER14-114-000 and ER14-115-000 (not consolidated) (filed Dec. 23, 2013).

<sup>32</sup> MISO January 2 Answer at 3.

necessary protections to other interested parties.<sup>33</sup> Entergy Arkansas makes similar arguments.<sup>34</sup> MISO and Ameren Missouri also suggest that the Commission could treat the Ameren Protest as an FPA section 206 complaint.<sup>35</sup>

### **3. Commission Determination**

32. We grant MISO's motion to withdraw the filings in Docket Nos. ER14-114-000 and ER14-115-000.

33. Ameren Missouri's concerns regarding the rate treatment of the Ameren Missouri Boot Heel Load are beyond the scope of these proceedings. The dispute between Ameren Missouri and MISO concerns how the Ameren Missouri Boot Heel Load will be treated by MISO after the Entergy Integration. In contrast, these proceedings relate to the Missouri Filings, which were proposed for the narrow purpose of establishing temporary transmission arrangements that were to have been in effect *prior* to the integration of the Missouri Transmission Facilities into MISO. On December 19, 2013, all of Entergy Arkansas' transmission facilities, including the Missouri Transmission Facilities were integrated into MISO. As a result, the Missouri Filings, the predicate filings for these proceedings, will never go into effect. At its most basic, the dispute between Ameren Missouri and MISO arises from their competing interpretations of the Missouri Service Agreement, not the Missouri Filings, and should therefore be addressed in a separate proceeding.

34. We also reject the suggestions that we treat the Ameren Missouri protest in these proceedings as a complaint, since doing so would be inconsistent with long-standing Commission precedent. The Commission has noted on numerous occasions that complaints must be filed separately from other pleadings.<sup>36</sup>

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<sup>33</sup> *Id.* at 4.

<sup>34</sup> Entergy Arkansas January 2 Answer at 4.

<sup>35</sup> See MISO January 2 Answer at 7 (“If, in the interest of administrative efficiency, the Commission chooses to treat the Ameren protest as a Section 206 complaint...”); Ameren Missouri January 14 Answer at 17 (“...to the extent the Commission chooses to treat the Ameren Protest as a section 206 complaint...”).

<sup>36</sup> See *Louisiana Power & Light Co.*, 50 FERC ¶ 61,040, at 61,062-63 & n.3 (1990); *Entergy Services, Inc.*, 52 FERC ¶ 61,317, at 62,270 (1990) (holding that complaints must be filed separately from motions to intervene and protests); *Consol. Edison Co. of New York*, 97 FERC ¶ 61,241, at 62,092 & n.14 (2001) (explaining that the

(continued...)

35. Accordingly, we grant the motion to withdraw. If Ameren Missouri chooses to pursue the issues regarding the rate treatment of the Ameren Missouri Boot Heel Load, it may do so through a complaint pursuant to FPA section 206<sup>37</sup> or a petition for declaratory order.<sup>38</sup>

The Commission orders:

MISO's motion to withdraw the filings in Docket Nos. ER14-114-000 and ER14-115-000 is hereby granted, as discussed in the body of this order.

By the Commission.

( S E A L )

Nathaniel J. Davis, Sr.,  
Deputy Secretary.

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Commission has consistently rejected efforts to treat various filings as section 206 complaints); *Midwest Indep. Transmission Sys. Operator, Inc.*, 108 FERC ¶ 61,248, at P 5 (2004) (noting that the Commission has consistently rejected efforts to combine complaints with other types of filings); *Southwest Power Pool, Inc.*, 128 FERC ¶ 61,116, at P 16 & n.22 (2009) (holding that it is impermissible to bring a section 206 complaint in the form of a protest); *Public Service Co. of Colorado*, 139 FERC ¶ 61,223, at P 25 (2012) (noting that Commission has clearly articulated that complaints must be made in separate pleadings and not included in intervention/protests or requests for rehearing).

<sup>37</sup> 16 U.S.C. § 824e (2012).

<sup>38</sup> 18 C.F.R. § 385.207 (2013).