

152 FERC ¶ 61,240
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Norman C. Bay, Chairman;
Philip D. Moeller, Cheryl A. LaFleur,
Tony Clark, and Colette D. Honorable.

Pacific Gas and Electric Company

Docket No. ER15-2358-000

ORDER ON REVISIONS TO LOAD
INTERCONNECTION AGREEMENT

(Issued September 29, 2015)

1. On July 31, 2015, as corrected on August 5, 2015, Pacific Gas and Electric Company (PG&E) filed revisions to its Load Interconnection Agreement (Load IA) with the State of California Department of Water Resources State Water Project (DWR).¹ In its filing, PG&E proposes to extend the dates by which the parties must develop plans for reconfiguring, relocating or decommissioning equipment associated with certain remedial action schemes. In this order, we accept PG&E's proposed revisions effective July 1, 2015, as requested.

I. Background

2. PG&E states that the Load IA is a wires-to-wires agreement governing the interrelationship between PG&E's and DWR's systems, under which PG&E provides interconnection service to DWR's loads at various points of interconnection.² The Load IA was previously accepted by the Commission effective January 1, 2015 together with a notice of termination of a 1983 Comprehensive Agreement between the parties.³ DWR's

¹ The Load IA is on file as Service Agreement No. 275 under PG&E's Transmission Owner Tariff.

² PG&E, Transmittal Letter at 2.

³ *Pac. Gas and Elec. Co.*, 149 FERC ¶ 61,276 (2014), *reh'g denied*, 151 FERC ¶ 61,252 (2015) *petition for review pending*, *Transmission Agency of Northern California, et al. v. FERC*, D.C. Cir. No. 15-1241. The Commission also accepted a number of replacement agreements.

generation plants and water pumping loads were subject to certain remedial action scheme curtailment arrangements, which terminated upon the expiration of the Comprehensive Agreement.

3. PG&E states that Appendix C of the Load IA addresses under-frequency load shedding and establishes the dates by which the parties must develop plans for reconfiguring, relocating or decommissioning equipment associated with certain remedial action schemes that were reflected under the Comprehensive Agreement.⁴ Appendix C, section C.2 provides for the parties to continue sharing load shedding obligations for an interim period and to reduce DWR's participation in the Southern Island Load Tripping Plan (Tripping Plan).⁵ It also provides for PG&E and DWR to develop a plan by July 1, 2015, for reconfiguring, relocating or decommissioning the intermediary communication equipment associated with DWR's participation in the Tripping Plan located at DWR's San Luis pumping-generating plant, and to implement the plan by March 31, 2016.

II. Filing

4. PG&E states that the parties have agreed to revise Appendix C, section C.2 to allow additional time to develop and implement these plans.⁶ Specifically, PG&E proposes to revise the dates to provide for PG&E and DWR to develop the plan by January 11, 2016, and to implement the plan by October 1, 2016. PG&E requests waiver of the Commission's 60-day notice requirements, 18 C.F.R. § 35.3 (2015), to allow the proposed revisions to become effective on July 1, 2015, so that the provisions in the Load IA continue without interruption, ambiguity or confusion.⁷

III. Notice of Filing and Responsive Pleadings

5. Notice of PG&E's filing was published in the *Federal Register*, 80 Fed. Reg. 47,483 (2015), with interventions and protests due on or before August 21, 2015. A timely motion to intervene was filed by Modesto Irrigation District. A timely motion to intervene and protest was filed by the Transmission Agency of Northern California (TANC). DWR filed a timely motion to intervene and supportive comments. On August 28, 2015, PG&E filed a motion for leave to answer and answer to TANC's protest. On September 4, 2015, DWR filed an answer to TANC's protest.

⁴ PG&E Transmittal Letter at 2.

⁵ Load IA, Appendix C, section C.2.

⁶ PG&E Transmittal Letter at 2.

⁷ *Id.* at 3.

IV. Discussion

A. Procedural Matters

6. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2015), the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.

7. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2015), prohibits an answer to a protest or an answer unless otherwise ordered by the decisional authority. We will accept the answers because they have provided information that assisted us in our decision-making process.

B. Comments and Protests

8. TANC contends that the Commission should direct PG&E to explain why it needs additional time to comply with the deadlines it set for itself in the Load IA for eliminating its reliance on DWR's remaining remedial action scheme participation – the Tripping Plan at DWR's San Luis pumping-generating plant.⁸ TANC argues that PG&E's proposal to extend its reliance on the Tripping Plan further demonstrates TANC's position previously taken in other Commission proceedings that PG&E cannot support the reliability of its system without DWR participation in remedial action schemes.⁹ TANC contends that the Commission should re-examine its decision to rely on PG&E's assertions as to its reliance on DWR's participation in remedial action schemes in its order accepting the termination of the Comprehensive Agreement, not only with respect to the Tripping Plan, but also for protection of the California-Oregon Intertie.¹⁰

⁸ TANC Protest at 6-7.

⁹ *Id.* at 7-8. See also *Pac. Gas and Elec. Co.*, 149 FERC ¶ 61,276 at PP 62-66, 69. These remedial action schemes were also at issue in a complaint proceeding (Docket No. EL14-44-000) brought by TANC. The Commission rejected TANC's complaint, finding that PG&E was not obligated to replace DWR's participation in the remedial action schemes upon the expiration of the Comprehensive Agreement. *Transmission Agency of Northern California v. Pac. Gas and Elec. Co.*, 148 FERC ¶ 61,150 (2014), *reh'g denied*, 150 FERC ¶ 61,133 (2015), *petition for review pending*, *Transmission Agency of Northern California, et al. v. FERC*, D.C. Cir. No. 15-1057.

¹⁰ TANC Protest at 7-8.

9. DWR filed comments in support of the filing, explaining that the six-month extension will provide the parties with the extra time needed to develop the plan specified in the Load IA.¹¹

10. In its answer, PG&E states that both PG&E and DWR, the only entities impacted by the proposed modifications to the bilateral agreement, have agreed to and support the changes.¹² PG&E contends that the only impact of these modifications would be to allow the parties additional time to develop and implement a plan to reconfigure, relocate or decommission the communication equipment used for DWR's participation in the Tripping Plan, and that nothing in the proposed extension affects any other party or the reliability of the grid.¹³ PG&E argues that TANC is mistaken in its assertion that extending the dates to develop and implement the plan proves that DWR's participation in the Tripping Plan (and therefore remedial action schemes) is necessary for the reliability of PG&E's system. PG&E points out that Appendix C states that DWR's continued participation in the Tripping Plan resolved a disagreement regarding DWR's individual load shedding obligations and established that DWR would participate in the Tripping Plan in exchange for PG&E satisfying the remaining load shedding obligations.¹⁴

11. Finally, PG&E argues that TANC seeks to leverage the minor modifications that only affect the Load IA parties to launch another impermissible collateral challenge to the Commission's decisions finding that PG&E was not obligated to replace DWR's participation in the California-Oregon Intertie remedial action schemes upon the termination of the Comprehensive Agreement.¹⁵

12. DWR argues in its answer that PG&E correctly states that the extension was negotiated by PG&E and DWR for reasons unrelated to TANC's complaint about DWR's participation in remedial action schemes, and that the extension will have no effect on any other party.¹⁶

¹¹ DWR Comments at 4.

¹² PG&E Answer at 2.

¹³ *Id.* at 3.

¹⁴ *Id.* at 3-4.

¹⁵ *Id.* at 4-6.

¹⁶ DWR Answer at 2.

C. Commission Determination

13. We will accept PG&E's proposed revisions to the Load IA. The Load IA, including its provision for PG&E and DWR to develop a plan for reconfiguring, relocating or decommissioning the intermediary communication equipment associated with DWR's participation in the Tripping Plan by certain dates, was previously accepted by the Commission.¹⁷ The proposed revisions simply allow PG&E and DWR an additional six months to develop and implement that plan, and were agreed to by the parties. To the extent TANC asserts that extending the relevant dates will affect reliability, its argument is unavailing. TANC essentially seeks to re-litigate issues surrounding the continued need for DWR participation in remedial actions after the expiration of the Comprehensive Agreement. The Commission addressed those issues in a series of previous orders, as cited above, and we will not revisit them here. Accordingly, we will accept the revisions to the Load IA, effective July 1, 2015, as requested.¹⁸

The Commission orders:

PG&E's proposed revisions to the Load IA are accepted for filing, effective July 1, 2015, as requested, as discussed in the body this order.

By the Commission.

(S E A L)

Kimberly D. Bose,
Secretary.

¹⁷ *Pac. Gas & Elec. Co.*, 149 FERC ¶ 61,276 at P 8.

¹⁸ *Central Hudson Gas & Electric Corporation*, 60 FERC ¶ 61,106, *reh'g denied*, 61 FERC ¶ 61,089 (1992); *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, *clarified*, 65 FERC ¶ 61,081 (1993).