

141 FERC ¶ 61,254
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

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

Nevada Power Company

Docket No. ER13-265-000

ORDER ACCEPTING AND SUSPENDING PROPOSED INTERIM BALANCING
AREA SERVICES AGREEMENT AND ESTABLISHING HEARING AND
SETTLEMENT JUDGE PROCEDURES

(Issued December 27, 2012)

1. On October 31, 2012, Nevada Power Company (Nevada Power) filed an unexecuted Interim Balancing Area Services Agreement (Interim BA Agreement) between Nevada Power and Valley Electric Association, Inc. (Valley Electric).¹ Nevada Power seeks an effective date of November 1, 2012. As discussed below, the Commission accepts and nominally suspends the filing, to become effective November 1, 2012, as requested, subject to refund, and establishes hearing and settlement judge procedures.

I. Background and Filing

2. According to Nevada Power, the Interim BA Agreement contains the terms under which Nevada Power will provide interim ancillary services to Valley Electric to support a portion of Valley Electric's load, until that load is moved into the California Independent System Operator Corporation (CAISO) Balancing Authority Area (BAA).² Nevada Power explains that it is an investor owned utility that generates and transmits electricity in Southern Nevada. According to Nevada Power, Valley Electric is a cooperative electric utility owning a transmission system that is located within Nevada Power's BAA. Valley Electric is in the process of moving its transmission system from

¹ Nevada Power October 31, 2012 Filing (Nevada Power Filing).

² *Id.* at 2.

Nevada Power's BAA into CAISO's BAA, with an anticipated effective date of January 3, 2013.³ Nevada Power indicates that the parties have been working in good faith to accommodate Valley Electric's transition.⁴

3. According to Nevada Power, on October 12, 2012, Valley Electric provided Nevada Power with formal notice that it would become the retail electric service provider for the Department of Energy's (DOE) Nevada National Security Site (NNSS) load located in Southern Nevada effective November 1, 2012. Nevada Power states that Valley Electric requested that the NNSS load (and customer owned distribution/transmission system) be moved from the Nevada Power BAA into the CAISO BAA, concurrent with the effective date of Valley Electric's transition of its transmission system to the CAISO BAA on January 3, 2013.⁵

4. Nevada Power indicates that it has served as DOE NNSS' retail provider. With Valley Electric assuming the role of retail provider as of November 1, 2012, Nevada Power is concerned that it will not be fully compensated for ancillary services it provides for the NNSS load beginning November 1, 2012. Thus, Nevada Power asserts that the Interim BA Agreement provides a means to provide ancillary services to balance Valley Electric's new load obligations to the NNSS until such time as Valley Electric's NNSS load can be moved into the CAISO BAA. Nevertheless, Nevada Power explains that Valley Electric would not execute the Interim BA Agreement. Nevada Power explains that the Interim BA Agreement substantially adopted the ancillary services rates charged under Schedules 1 through 6 of Nevada Power's existing open access transmission tariff (OATT). Nevada Power believes it is appropriate that the Interim BA Agreement services be provided under the rates in Nevada Power's currently effective OATT, given

³ The Commission has issued several orders related to Valley Electric's transition. *See, e.g., Cal. Indep. Sys. Operator Corp.*, 137 FERC ¶ 61,194 (2011) (accepting a transition agreement between CAISO and Valley Electric); *Valley Electric Ass'n, Inc.*, 141 FERC ¶ 61,238 (2012) (accepting Valley Electric's Transmission Owner Tariff and establishing settlement and hearing procedures); *Cal. Indep. Sys. Operator Corp.*, 141 FERC ¶ 61,218 (2012) (conditionally accepting a revised balancing agreement between CAISO and Western Area Power Administration – Desert Southwest Region).

⁴ Nevada Power Filing at 1.

⁵ *Id.* at 1-2 (Nevada Power's Filing notes uncertainty regarding the feasibility of moving the NNSS load into the CAISO BAA by January 3, 2013. Subsequent pleadings, discussed *infra*, made clear that the January 3, 2013 deadline could not be met.).

the approximately twenty-five percent increase in new load that Valley Electric is adding to its existing load obligation.⁶

5. Nevada Power requests waiver of the Federal Power Act's (FPA) 60-day notice requirement to permit an effective date of November 1, 2012.⁷ Nevada Power states that good cause exists to grant the requested waiver because it will allow Nevada Power to provide Valley Electric ancillary services to satisfy its load obligations for the NNSS until such time as the load is transitioned into CAISO's BAA.⁸

II. Notice of Filing and Responsive Pleadings

6. Notice of Nevada Power's filing was published in the *Federal Register*, 77 Fed. Reg. 67,356 (2012), with interventions and protests due on or before November 21, 2012. The Public Utilities Commission of Nevada filed a notice of intervention. Valley Electric filed a timely motion to intervene and protest. On November 27, 2012, Nevada Power filed a motion for leave to answer and answer to Valley. On December 4, 2012, Valley Electric filed a motion for leave to answer and answer.

A. Valley Electric's Protest

7. Valley Electric protests the Interim BA Agreement because it imposes significantly higher rates for balancing area services compared to the rates that Valley Electric pays Nevada Power for such services for the rest of its load under an existing Coordination Tariff. Valley Electric states that Nevada Power has provided ancillary services for Valley Electric's system for more than twenty years. Valley Electric notes that it owns its own high-voltage transmission system and does not purchase transmission or any other services from Nevada Power under Nevada Power's OATT. According to Valley Electric, since 1997, Nevada Power has provided ancillary services pursuant to a Commission-approved Coordination Tariff.⁹ Valley Electric contends that the Coordination Tariff is the only generally-applicable Commission-approved rate under

⁶ *Id.* at 2.

⁷ *See* 16 U.S.C. § 824d(d) (2006); 18 C.F.R. §§ 35.3(a) and 35.11 (2012).

⁸ *Id.* at 3.

⁹ Valley Electric November 16, 2012 Protest (Valley Electric Protest) at 4.

which Nevada Power may offer ancillary services to customers who are not taking transmission service under the Nevada Power's OATT.¹⁰

8. Valley Electric also explains that on August 8, 2012, it informed Nevada Power that it had submitted a bid to supply power to NNSS, which is located partially within Valley Electric's service territory and adjacent to the border of the service territory of Nevada Power.¹¹ Valley Electric states that on October 5, 2012, DOE issued a press release announcing that it had chosen Valley Electric as the supplier for its 25 average megawatt load, effective November 1, 2012. Valley Electric indicates that it was precluded by the DOE's contractual confidentiality requirements from disclosing any information about the award of the contract prior to the issuance of the DOE's press release. Valley Electric states that on October 12, 2012, it sent Nevada Power a letter requesting that Nevada Power allow the necessary metering changes to enable Valley Electric to begin serving the NNSS load, effective November 1, 2012, and that the NNSS load be moved to the CAISO BAA, effective January 3, 2013. Valley explains that, since making its request, Valley Electric, Nevada Power and CAISO have discussed issues related to service to the NNSS in numerous letters (attached to the filing).

9. Valley Electric maintains that the Interim BA Agreement is unnecessary because the provision of ancillary services to the NNSS portion of Valley Electric's load is, and historically has been, adequately addressed under the Coordination Tariff. Valley Electric indicates that it served the NNSS load prior to 2000, and that Nevada Power provided Valley Electric with balancing area services for the NNSS load between 1997 and 2000 under the Coordination Tariff.¹² Valley Electric asserts that, over the past twenty years, Valley's load has fluctuated by a factor of some 30 percent with typical

¹⁰ *Id.* at 2, 5, 7 n.19 (citing an August 7, 1997 delegated letter order in Docket No. ER97-1655-000 accepting the Coordination Tariff, as well as a predecessor agreement accepted by an October 20, 1989 delegated letter order in Docket No. ER89-558-000). Updates to the Coordination Tariff were accepted for filing in Docket No. ER01-1589-000 (Jun. 1, 2001), and Docket No. ER10-2797-000 (Oct. 21, 2010).

¹¹ *Id.* at 3. Valley Electric states that its 138 kilovolt (kV) transmission system is directly interconnected with the DOE's 138 kV transmission system at DOE's Jackass Flats Substation, and power is distributed to serve the NNSS load from this interconnection.

¹² *Id.* at 4.

load growth and the addition or loss of large customers, yet Nevada Power has never suggested that a new agreement is necessary.¹³

10. Valley Electric asserts that the only reason Nevada Power gave for the Interim BA Agreement was that service under the Coordination Tariff has always been voluntary and Nevada Power has over the years been discussing terminating such services. According to Valley Electric, Nevada Power has not justified treating Valley Electric's incremental load as though it were being served under the OATT, which it is not, while continuing to provide ancillary services to the rest of Valley Electric's load under the Coordination Tariff.

11. Valley Electric also contends that the Interim BA Agreement results in phantom imbalances. Valley Electric states that since November 1, 2012, Valley Electric has continued to submit energy schedules for its entire load (including the NNSS load) under the Coordination Tariff, maintaining its historical practice. According to Valley Electric, Nevada Power asserts that submitting a consolidated schedule without a specific schedule to serve the NNSS load will result in significant imbalances and associated penalties under both the Coordination Tariff and the Interim BA Agreement. Valley Electric claims that Nevada Power's position is that by scheduling resources for its entire load, Valley Electric is under-scheduling the NNSS load by precisely the same amount it is overscheduling its base load. Valley Electric contends that Nevada Power executives have conceded that, in practice, Valley Electric's schedules have not created actual imbalances. Valley Electric also notes that the metering is in place to treat the NNSS load as part of Valley Electric's load.¹⁴

12. Finally, Valley Electric argues that Nevada Power's request for waiver of the 60-day prior notice requirement should be rejected for failure to make the "strong showing of good cause" required by the Commission in order to merit waiver.¹⁵ According to Valley Electric, Nevada Power fails to show any cause for waiving the requirement, as the Interim BA Agreement is unnecessary.

13. In sum, Valley Electric requests that the Commission reject the Interim BA Agreement and deny the request for waiver of the Commission's 60-day prior notice requirement. In the alternative, Valley Electric requests that the Commission suspend

¹³ *Id.* at 5-6.

¹⁴ *Id.* at 8.

¹⁵ *Id.* at 9 (citing *Central Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at 61,338 (1992)).

Nevada Power's filing and set the matter for hearing. Valley Electric further states that in the event the matter is set for hearing, Valley Electric proposes that the issues be dealt with through a Commission-sponsored Alternative Dispute Resolution (ADR) process that includes Valley Electric, Nevada Power, and CAISO.¹⁶

B. Nevada Power's Answer

14. Nevada Power states that it, CAISO, and Valley Electric have been working since early 2012 on transitioning Valley Electric to CAISO's BAA, and these efforts have been based on the plans and facilities identified in Valley Electric's June 21, 2012 application with the CAISO. According to Nevada Power, Valley Electric requested on October 12, 2012 that Nevada Power move the NNSS load to the CAISO BAA, but this provided insufficient time for Nevada Power and CAISO to transition the NNSS load into the CAISO BAA as of January 3, 2013, with the rest of Valley Electric's load. Nevada Power asserts that the next opportunity to transition the NNSS to the CAISO BAA is on February 28, 2013.¹⁷ Nevada Power explains that the NNSS was established in 1951 for the testing of nuclear devices, and because it is a high level national security area, Nevada Power was only recently granted access to develop a plan to transfer the NNSS to the CAISO BAA.¹⁸ Nevada Power indicates that the NNSS load has changed the BAA boundary that Nevada Power had been planning on, and this will require additional time to facilitate.

15. Nevada Power states that because Valley Electric's NNSS load is in Nevada Power's BAA, Nevada Power is responsible for receiving Valley Electric's energy schedules to serve the NNSS load, for following the load, and for balancing load in the BAA to accommodate Valley Electric's schedules while complying with North American Electric Reliability Corporation (NERC) reliability standards. Moreover, because Valley Electric is not a transmission customer of Nevada Power, the Interim BA Agreement will ensure that Valley Electric receives and pays for the necessary BAA ancillary services required to serve the NNSS load.¹⁹

¹⁶ *Id.* at 10.

¹⁷ Nevada Power November 27, 2012 Answer (Nevada Power Answer) at 2 n.7.

¹⁸ *Id.* at 2-4, 6-7.

¹⁹ *Id.* at 4-5, 9-11.

16. In explaining the relevant contracts, Nevada Power states that it provides ancillary services to Valley Electric pursuant to a 1999 Service Agreement (Service Agreement)²⁰ between the parties under Nevada Power's Coordination Tariff. Nevada Power believes that the Service Agreement was filed with the Commission in 1999 although it has been unable to locate the filings in either its own records or the records of the Commission. According to Nevada Power, the Service Agreement has been amended by a 2000 Letter Agreement (Letter Agreement)²¹ between the parties, which Nevada Power states is an unsigned confirmation between the parties. Nevada Power indicates that it has been billing Valley Electric under the Letter Agreement since 2000. Nevada Power has also been unable to locate the filing of the Letter Agreement in either its own records or the records of the Commission.

17. Nevada Power states that it informed Valley Electric that Nevada Power intended to cancel the Coordination Tariff as of January 3, 2013, but it has not done so because Valley Electric's impending transition to the CAISO BAA would make the Coordination Tariff moot in any event. As such, Nevada Power believes it is more appropriate to serve Valley Electric's new NNSS load under the Interim BA Agreement, which reflects Nevada Power's OATT ancillary service schedule rates. However, out of an abundance of caution, Nevada Power states that it will delay terminating services provided to Valley Electric under the Coordination Tariff until the Commission has accepted the Interim BA Agreement for filing.²²

18. Nevada Power also contends that the Commission has accepted a virtually-identical Interim Ancillary Services Agreement arrangement for Boulder City, Nevada, a similarly-situated customer that moved from Nevada Power's BAA into the Western Area Power Administration (Western) BAA. Nevada Power explains that Boulder City took ancillary services from Nevada Power under a grandfathered arrangement just as Valley Electric does. Nevada Power states that after Boulder City requested that Nevada Power provide certain ancillary services until the transition was complete, Nevada Power filed an agreement with the Commission containing the same ancillary service rates at issue here, and the agreement was accepted by a delegated letter order.²³

²⁰ The Service Agreement is provided in Attachment D of Nevada Power's Answer.

²¹ The Letter Agreement is provided in Attachment D of Nevada Power's Answer.

²² Nevada Power Answer at 8.

²³ *Id.* at 11 (citing a June 9, 2011 letter order in Docket No. ER11-3569-000).

19. Nevada Power also argues that it has no obligation to extend service under the Coordination Tariff to support Valley Electric's new NNSS load, which Nevada Power claims will increase Valley Electric's existing load obligation by approximately 25 percent. Nevada Power indicates that it is concerned that extending the historic rates, terms and conditions enjoyed by Valley Electric would be unduly discriminatory to other similarly situated customers who pay the standard OATT ancillary services rates.²⁴ Nevada Power also contends that service provided under the Coordination Tariff is provided on a bilateral, voluntary basis, and that the Coordination Tariff does not place an open-ended obligation on Nevada Power to serve whatever load Valley may acquire.²⁵

20. Nevada Power also contends that, even if service continued under the Coordination Tariff for the NNSS load, nothing in the Coordination Tariff precludes Nevada Power from changing the terms and conditions of service to reflect current OATT ancillary service rates. Nevada Power states that, instead of changing rates under the Coordination Tariff, it has merely chosen to provide a new Interim BA Agreement.²⁶ Nevada Power further asserts that the Interim BA Agreement rates are reasonable, and argues that Valley Electric has made no showing on a cost of service basis or otherwise to demonstrate that there are disputed facts regarding the OATT ancillary service rates.

21. Nevada Power also claims that Valley Electric's concern regarding phantom imbalances is unwarranted because Valley Electric is not a network customer under an OATT and there is no requirement that Nevada Power must accept a single schedule for all of Valley Electric's loads. Nevada Power claims that it is appropriate to require a separate schedule for the NNSS load because that load is distinctly different from Valley Electric's preexisting load, as Valley Electric has requested new service at a new location to which it is not physically interconnected via its own system.

22. Finally, Nevada Power claims that its need for waiver of the 60-day notice requirement is due to the fact that Valley Electric did not provide notice to Nevada Power of the NNSS load until October 12, 2012. Nevada Power claims that it has moved as expeditiously as possible; however, it is constrained by the technical reliability

²⁴ *Id.* at 12-13.

²⁵ *Id.* at 13, 15 (citing Coordination Tariff P 1.2, "[a]ll transactions under this Tariff shall be voluntary...;" citing the Service Agreement stating that Nevada Power may terminate service on 30 days' notice; and citing a lack of *Mobile-Sierra* language in the agreements that would limit Nevada Power's right to seek new terms for new types of service).

²⁶ *Id.* at 14-15.

requirements and the need for security clearances to access the NNSS, mentioned above.²⁷ Therefore, Nevada Power argues that Valley Electric's arguments should be rejected and the Interim BA Agreement should be accepted, effective November 1, 2012.

C. Valley Electric's Answer

23. Valley Electric reiterates that Nevada Power has not presented evidence that the Interim BA Agreement is just and reasonable. Valley Electric argues that the Boulder City's decision does not constitute proof of a just and reasonable rate.²⁸ Valley Electric further asserts that Valley Electric and Nevada Power have a unique dynamic scheduling arrangement and interconnection that is a key component in the exchange of value under the Coordination Tariff and distinguishes Valley Electric from Boulder City.

24. Valley Electric also argues that Nevada Power may not cease providing service under the Coordination Tariff prior to the date of transition to CAISO's BAA because Nevada Power has not yet given Valley Electric the 30 days advance notice the agreement requires for termination. Likewise, Valley Electric contends that Nevada Power cannot change the rates charged under the agreement without filing them with the Commission, which requires a 60-day notice period.²⁹

25. Finally, Valley Electric reiterates that Nevada Power has not made a showing of good cause for waiver of the 60-day prior notice requirement, because the Interim BA Agreement is not needed in any actual sense. Valley Electric points to Nevada Power's concession that it will delay terminating services provided under the Coordination Tariff until the Commission has accepted the Interim BA Agreement for filing, as proof that service under the Coordination Tariff has properly balanced Valley Electric's load since Valley Electric began supplying the NNSS with power on November 1, 2012.³⁰

²⁷ *Id.* at 18.

²⁸ Valley Electric December 4, 2012 Answer (Valley Electric Answer) at 3.

²⁹ *Id.* at 5.

³⁰ *Id.* at 6.

III. Discussion

A. Procedural Matters

26. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2012), the notice of intervention and timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.

27. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2012), prohibits an answer to a protest and an answer to an answer unless otherwise ordered by the decisional authority. We will accept the answers of Nevada Power and Valley Electric because they have provided information that assisted us in our decision-making process.

B. Request for Waiver

28. Nevada Power filed the Interim BA Agreement on October 31, 2012, requesting a November 1, 2012 effective date. Nevada Power claims that it needs waiver of the Commission's prior notice requirements because Valley Electric did not formally inform Nevada Power until October 12, 2012, that it was adding the NNSS load on November 1, 2012, and also seeking to transition this load to the CAISO with the rest of its load on January 3, 2013. In response, Valley Electric asserts that Nevada Power has not made the strong showing of good cause to merit waiver because the Interim BA Agreement will increase rates to Valley Electric, and is not an increase pursuant to a valid contract.

29. We will grant waiver of the 60-day prior notice requirement in light of the interrelation of three circumstances: namely, that Valley Electric provided Nevada Power with 19 days of advance notice that it would be adding the NNSS load; that Nevada Power was already planning to transition Valley Electric's load to the CAISO BAA as of January 3, 2013; and that the late announcement of the NNSS load addition precluded it from being transitioned to the CAISO BAA on the same schedule. We find that Nevada Power acted as expeditiously as it reasonably could under the circumstances, and thus it has justified our granting waiver of the 60-day prior notice requirement.³¹ Accordingly, we will grant waiver of the 60-day prior notice requirement and allow the Interim BA Agreement to become effective, as requested, on November 1, 2012.

³¹ *Central Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at 61,339, *reh'g denied*, 61 FERC ¶ 61,089 (1992).

C. Hearing and Settlement Judge Procedures

30. Our preliminary analysis indicates that Nevada Power's Interim BA Agreement has not been shown to be just and reasonable and may be unjust, unreasonable, unduly discriminatory or preferential, or otherwise unlawful. While Valley Electric has requested that the Commission reject the Interim BA Agreement, we find that the appropriateness of Nevada Power's Interim BA Agreement is best addressed in an ordered hearing.

31. Nevada Power's Interim BA Agreement raises issues of material fact that cannot be resolved based on the record before us and are more appropriately addressed in the hearing and settlement judge procedures ordered below. For example, from the record before us it is unclear whether the Coordination Tariff, and specifically, the Service Agreement and Letter Agreement, are intended to cover Valley Electric's entire load, or only a portion, and, thus, it is unclear whether or not the Interim BA Agreement is the appropriate contractual vehicle to provide the needed services for the interim time period until this load becomes part of Valley Electric's load in CAISO's BAA.

32. In addition, from the record before us it is unclear whether there are other facts and circumstances that are not represented in the Service Agreement and Letter Agreement that bear directly on Nevada Power's service to Valley Electric, i.e., Valley Electric's claim that, in exchange for the ancillary services provided under the Coordination Tariff, it allows Nevada Power to use dynamic scheduling capability.

33. Therefore, we will accept the proposed Interim BA Agreement for filing, nominally suspend it, effective November 1, 2012, as requested by Nevada Power, subject to refund, and set all issues for hearing and settlement judge procedures. We note that parties may pursue ADR if they so chose as part of the settlement judge procedures.

34. While we are setting these matters for a trial-type evidentiary hearing, we encourage the parties to make every effort to settle their dispute before hearing procedures are commenced. To aid the parties in their settlement efforts, we will hold the hearing in abeyance and direct that a settlement judge be appointed, pursuant to Rule 603 of the Commission's Rules of Practice and Procedure.³² If the parties desire, they may, by mutual agreement, request a specific judge as the settlement judge in the proceeding; otherwise, the Chief Judge will select a judge for this purpose.³³ The settlement judge

³² 18 C.F.R. § 385.603 (2012).

³³ If the parties decide to request a specific judge, they must make their joint request to the Chief Judge by telephone at (202) 502-8500 within five days of this order. The Commission's website contains a list of Commission judges available for settlement

(continued...)

shall report to the Chief Judge and the Commission within 30 days of the date of the appointment of the settlement judge, concerning the status of settlement discussions. Based on this report, the Chief Judge shall provide the parties with additional time to continue their settlement discussions or provide for commencement of a hearing by assigning the case to a presiding judge.

The Commission orders:

(A) Nevada Power's proposed Interim BA Agreement is hereby accepted for filing and nominally suspended, effective November 1, 2012, subject to refund and to the outcome of the hearing and settlement judge procedures ordered below, as discussed in the body of this order.

(B) Nevada Power's request for waiver of section 35.13 of the Commission's filing regulations is granted, as discussed in the body of this order.

(C) Pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Energy Regulatory Commission by section 402(a) of the Department of Energy Organization Act and by the Federal Power Act, particularly sections 205 and 206 thereof, and pursuant to the Commission's Rules of Practice and Procedure and the regulations under the Federal Power Act (18 C.F.R., Chapter I), a public hearing shall be held concerning Nevada Power's Interim BA Agreement, as discussed in the body of this order. However, the hearing shall be held in abeyance to provide time for settlement judge procedures, as discussed in Ordering Paragraphs (D) and (E) below.

(D) Pursuant to Rule 603 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.603 (2012), the Chief Administrative Law Judge is hereby directed to appoint a settlement judge in this proceeding within fifteen (15) days of the date of this order. Such settlement judge shall have all powers and duties enumerated in Rule 603 and shall convene a settlement conference as soon as practicable after the Chief Judge designates the settlement judge. If the parties decide to request a specific judge, they must make their request to the Chief Judge within five (5) days of the date of this order.

(E) Within thirty (30) days of the appointment of the settlement judge, the settlement judge shall file a report with the Commission and the Chief Judge on the status of the settlement discussions. Based on this report, the Chief Judge shall provide the parties with additional time to continue their settlement discussions, if appropriate, or

proceedings and a summary of their background and experience (<http://www.ferc.gov/legal/adr/avail-judge.asp>).

assign this case to a presiding judge for a trial-type evidentiary hearing, if appropriate. If settlement discussions continue, the settlement judge shall file a report at least every sixty (60) days thereafter, informing the Commission and the Chief Judge of the parties' progress toward settlement.

(F) If settlement judge procedures fail and a trial-type evidentiary hearing is to be held, a presiding judge, to be designated by the Chief Judge, shall, within fifteen (15) days of the date of the presiding judge's designation, convene a prehearing conference in these proceedings in a hearing room of the Commission, 888 First Street, NE, Washington, DC 20426. Such a conference shall be held for the purpose of establishing a procedural schedule. The presiding judge is authorized to establish procedural dates and to rule on all motions (except motions to dismiss) as provided in the Commission's Rules of Practice and Procedure.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.