

**Project 2009-23: Interpretation of EOP-001-0 for the Regional Entity Compliance Managers
 Consideration of Comments for Initial Ballot of Revision 2 (November 5–16, 2009)**

Summary Consideration: A few balloters explained that the wording in the response to question 2 appeared to limit the Balancing Authority to agreements with Balancing Authorities within the same interconnection, which may be interpreted to nullify the use of existing agreements that cross interconnections as sufficient to meet this requirement. In response to those comments, the Executive Committee of the Operating Reliability Subcommittee, which is serving as the drafting team for this interpretation, revised paragraph 2 to read, “The intent is that all Balancing Authorities, interconnected by AC ties or DC (asynchronous) ties within the same Interconnection, have emergency energy assistance agreements with at least one Adjacent Balancing Authority and have sufficient emergency energy assistance agreements to mitigate reasonably anticipated energy emergencies. However, the standard does not require emergency energy assistance agreements with all Adjacent Balancing Authorities, nor does it preclude having an emergency assistance agreement across Interconnections.”

If you feel that the drafting team overlooked your comments, please let us know immediately. Our goal is to give every comment serious consideration in this process. If you feel there has been an error or omission, you can contact the Vice President and Director of Standards, Gerry Adamski, at 609-452-8060 or at gerry.adamski@nerc.net. In addition, there is a NERC Reliability Standards Appeals Process.¹

Voter	Entity	Segment	Vote	Comment
Paul B. Johnson	American Electric Power	1	Negative	AEP appreciates the additional work of the SDT to improve the EOP-001-0 R1 interpretation. In most cases, AEP agrees with the changes that have been made. However, AEP is concerned that the word choice in the response to question 2. The wording appears to limit the BA to agreements with BAs within the same interconnection. In doing so, the standard may be interpreted to nullify the use of existing agreements that cross interconnections as sufficient to meet this requirement. AEP suggests that the wording be rephrased to avoid this implication. AEP also disagrees with the need to add the phrase “that contains provisions for emergency assistance may be used to meet” since the intent of entities participating in Reserve Sharing Groups is to have Reserves (Emergency Energy) available to them in the event of such a contingency. Access to “emergency assistance” (Emergency Energy by this interpretation) is only one aspect of an emergency operations plan. There are other elements of the emergency operations plan that can be deployed in an emergency to alleviate the issue in more lengthy events. To imply in this standard that conditions exists, such as “emergency assistance may be needed for duration,” is not accurate; to suggest otherwise expands the scope of the existing requirement. It is AEP’s belief that to expand the scope of this requirement to the extent IESO and NBSO suggests should require a full discussion of the industry in the next version of this standard.

¹ The appeals process is in the Reliability Standards Development Procedure: http://www.nerc.com/files/RSDP_V6_1_12Mar07.pdf.

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Raj Rana	American Electric Power	3	Negative	<p>AEP appreciates the additional work of the SDT to improve the EOP-001-0 R1 interpretation. In most cases, AEP agrees with the changes that have been made. However, AEP is concerned that the word choice in the response to question 2. The wording appears to limit the BA to agreements with BAs within the same interconnection. In doing so, the standard may be interpreted to nullify the use of existing agreements that cross interconnections as sufficient to meet this requirement. AEP suggests that the wording be rephrased to avoid this implication. AEP also disagrees with the need to add the phrase "that contains provisions for emergency assistance may be used to meet" since the intent of entities participating in Reserve Sharing Groups is to have Reserves (Emergency Energy) available to them in the event of such a contingency. Access to "emergency assistance" (Emergency Energy by this interpretation) is only one aspect of an emergency operations plan. There are other elements of the emergency operations plan that can be deployed in an emergency to alleviate the issue in more lengthy events. To imply in this standard that conditions exists, such as "emergency assistance may be needed for duration," is not accurate; to suggest otherwise expands the scope of the existing requirement. It is AEP's belief that to expand the scope of this requirement to the extent IESO and NBSO suggests should require a full discussion of the industry in the next version of this standard.</p>
Edward P. Cox	AEP Marketing	6	Negative	<p>AEP appreciates the additional work of the SDT to improve the EOP-001-0 R1 interpretation. In most cases, AEP agrees with the changes that have been made. However, AEP is concerned that the word choice in the response to question 2. The wording appears to limit the BA to agreements with BAs within the same interconnection. In doing so, the standard may be interpreted to nullify the use of existing agreements that cross interconnections as sufficient to meet this requirement. AEP suggests that the wording be rephrased to avoid this implication. AEP also disagrees with the need to add the phrase "that contains provisions for emergency assistance may be used to meet" since the intent of entities participating in Reserve Sharing Groups is to have Reserves (Emergency Energy) available to them in the event of such a contingency. Access to "emergency assistance" (Emergency Energy by this interpretation) is only one aspect of an emergency operations plan. There are other elements of the emergency operations plan that can be deployed in an emergency to alleviate the issue in more lengthy events. To imply in this standard that conditions exists, such as "emergency assistance may be needed for duration," is not accurate; to suggest otherwise expands the scope of the existing requirement. It is AEP's belief that to expand the scope of this requirement to the extent IESO and NBSO suggests should require a full discussion of the industry in the next version of this standard.</p>

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<p>Response: The Operating Reliability Subcommittee (ORS) Executive Committee agrees with AEP's comment and will add the phrase, "nor does it preclude having an emergency assistance agreement across Interconnections" at the end of paragraph 2.</p> <p>The ORS Executive Committee disagrees with the second part of AEP's comment because some Reserve Sharing Groups limit access to emergency assistance.</p>				
Robert Martinko	FirstEnergy Energy Delivery	1	Affirmative	FirstEnergy Corp. supports the interpretation and has voted Affirmative. We offer the following comments: Since this interpretation is specific to Version "0" of EOP-001, it is not clear how NERC staff will integrate this interpretation into Board Approved (October 2008) Version "1" of EOP-001. We suggest that NERC add this interpretation to the Version 1 standard which was revised per the NERC project "Operate Within Interconnection Reliability Operating Limits" which is currently pending filing with FERC.
Joanne Kathleen Borrell	FirstEnergy Solutions	3	Affirmative	FirstEnergy Corp. supports the interpretation and has voted Affirmative. We offer the following comments: Since this interpretation is specific to Version "0" of EOP-001, it is not clear how NERC staff will integrate this interpretation into Board Approved (October 2008) Version "1" of EOP-001. We suggest that NERC add this interpretation to the Version 1 standard which was revised per the NERC project "Operate Within Interconnection Reliability Operating Limits" which is currently pending filing with FERC.
Douglas Hohlbaugh	Ohio Edison Company	4	Affirmative	FirstEnergy Corp. supports the interpretation and has voted Affirmative. We offer the following comments: Since this interpretation is specific to Version "0" of EOP-001, it is not clear how NERC staff will integrate this interpretation into Board Approved (October 2008) Version "1" of EOP-001. We suggest that NERC add this interpretation to the Version 1 standard which was revised per the NERC project "Operate Within Interconnection Reliability Operating Limits" which is currently pending filing with FERC.
Kenneth Dresner	FirstEnergy Solutions	5	Affirmative	FirstEnergy Corp. supports the interpretation and has voted Affirmative. We offer the following comments: Since this interpretation is specific to Version "0" of EOP-001, it is not clear how NERC staff will integrate this interpretation into Board Approved (October 2008) Version "1" of EOP-001. We suggest that NERC add this interpretation to the Version 1 standard which was revised per the NERC project "Operate Within Interconnection Reliability Operating Limits" which is currently pending filing with FERC.
Mark S Travaglianti	FirstEnergy Solutions	6	Affirmative	FirstEnergy Corp. supports the interpretation and has voted Affirmative. We offer the following comments: Since this interpretation is specific to Version "0" of EOP-001, it is not clear how NERC staff will integrate this interpretation into Board Approved (October 2008) Version "1" of EOP-001. We suggest that NERC add this interpretation to the Version 1 standard which was revised per the NERC project "Operate Within Interconnection Reliability Operating Limits" which is currently pending filing with FERC.

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Response: The ORS Executive Committee concurs with the comments of FirstEnergy.				
Kim Warren	Independent Electricity System Operator	2	Affirmative	The IESO thanks the Executive Committee of the NERC Operating Reliability Subcommittee for the effort that went into refining this interpretation. We also wish to highlight that inclusion of the phrase “within the same interconnection” in the revised response to Question 2, seems to preclude the possibility of adjacent Balancing Authorities that are not in the same interconnection, from entering into emergency energy assistance agreements.
Response: The ORS Executive Committee agrees with IESO's comment and will add the phrase, “nor does it preclude having an emergency assistance agreement across Interconnections” at the end of paragraph 2.				
Kirit S. Shah	Ameren Services	1	Affirmative	While the interpretation in 3) seemingly added the opportunity to use remote BAs (“A Balancing Authority’s agreement(s) with Adjacent Balancing Authorities does (do) not preclude the Adjacent Balancing Authority from purchasing emergency energy from remote Balancing Authorities.”) it does not address the obligation currently included in the standard. To wit, if a BA intends to use a remote BA for emergency assistance (as all or part of the energy it has identified that it needs to meet reasonably anticipated emergencies), It MUST have an agreement(s) with adjacent BAs “in the path” to facilitate this emergency assistance in addition to the agreement it will have with the remote BA. This additional sentence should be added to the Interpretation as the closing sentence in 3).
Mark Peters	Ameren Services	3	Affirmative	While the interpretation in 3) seemingly added the opportunity to use remote BAs (“A Balancing Authority’s agreement(s) with Adjacent Balancing Authorities does (do) not preclude the Adjacent Balancing Authority from purchasing emergency energy from remote Balancing Authorities.”) it does not address the obligation currently included in the standard. To wit, if a BA intends to use a remote BA for emergency assistance (as all or part of the energy it has identified that it needs to meet reasonably anticipated emergencies), It MUST have an agreement(s) with adjacent BAs “in the path” to facilitate this emergency assistance in addition to the agreement it will have with the remote BA. This additional sentence should be added to the Interpretation as the closing sentence in 3).
Response: The interpretation requires an emergency energy agreement with at least one adjacent Balancing Authority. However, it does not preclude having additional emergency energy agreements with remote Balancing Authorities. Specifying the appropriate arrangements to deliver the emergency energy goes beyond the scope of the request for interpretation.				