Tyler O'Connor
TOConnor@crowell.com
(202) 624-2704 direct

Crowell & Moring LLP
600 Fifth Street NW
Washington, DC 20001

BEFORE THE UNITED STATES DEPARTMENT OF ENERGY

Federal Power Act Section 202(c)	)	Order No. 202-25-11
Emergency Order TransAlta	)	Order No. 202-25-11b
Centralia Generation	)	Order No. 202-26-18

Motion to Intervene Out-of-Time and Motion for Clarification of Gridforce Energy Management, LLC

I. Introduction

On December 16, 2025, the U.S. Department of Energy (the "Department") issued an emergency order under Section 202(c) of the Federal Power Act ("FPA"),[1] directing TransAlta Centralia Generation LLC ("Centralia") to ensure that Centralia Unit 2 was available to operate at the direction of the Bonneville Power Administration ("BPA"), acting as Balancing Authority, or the California Independent System Operator Corporation Reliability Coordinator West ("CAISO"), acting as Reliability Coordinator, from December 16, 2025 through March 16, 2026.[2] On March 13, 2026, the Department issued a revised emergency order, Order No. 202-25-11B, which modified the original directive and required Unit 2 to remain available to operate at the direction of Gridforce Energy Management, LLC ("Gridforce") acting as Balancing Authority or Southwest Power Pool Western Reliability Coordinator ("SPP") as Reliability Coordinator, replacing BPA and CAISO in those respective capacities, from March 13, 2026 through March 16, 2026.[3] On March 16, 2026, the Department issued a third emergency order directing Centralia to remain available to operate at the direction of Gridforce (as Balancing Authority) or Southwest Power Western RC ("SPP") as Reliability Coordinator from March 17, 2026 through June 14, 2026.[4]

On April 30, 2026, Centralia filed for cost recovery with the Federal Energy Regulatory Commission ("FERC") for the costs of its compliance with the Original Order and Amended Order, seeking to assess costs to CAISO, BPA, SPP, and Gridforce.[5]

As discussed herein, Gridforce respectfully requests that the Department grant clarification of the Amended Order and Second Order to remove references to Gridforce. Gridforce is a service provider to TransAlta Centralia pursuant to a Balancing Area Services Agreement ("BAA Services Agreement"). Gridforce is not a "party affected" by the issuance of the Amended Order or Second Order and should either not be named in either order, or any subsequent order, or in the alternative,

[1] 16 U.S.C. § 824a.

[2] *TransAlta Centralia Generation LLC*, Order No. 202-25-11 (issued Dec. 16, 2025) ("Original Order").

[3] *TransAlta Centralia Generation LLC*, Order No. 202-25-11B (issued Mar. 13, 2026) ("Amended Order").

[4] *TransAlta Centralia Generation LLC*, Order No. 202-26-18 (issued Mar. 16, 2026) ("Second Order").

[5] *TransAlta Centralia Generation LLC*, Docket No. ER26-2422-000 (filed Apr. 30, 2026).

Tyler O'Connor
TOConnor@crowell.com
(202) 624-2704 direct

Crowell & Moring LLP
600 Fifth Street NW
Washington, DC 20001

DOE should clarify that Gridforce is not a "party affected" by the Department's section 202(c) orders for purposes of cost recovery by TransAlta.

II. Motion to Intervene Out of Time

Pursuant to section 313(a) of the Federal Power Act,[6] and Rule 214(d) of the Federal Energy Regulatory Commission's Rules of Practice and Procedure,[7] Gridforce moves to intervene out-of-time in the above-captioned proceedings. Gridforce was not initially named in the Original Order to TransAlta Centralia; it was only named in the Amended Order and subsequently, in the Second Order. Gridforce did not become aware until TransAlta Centralia served it with a demand for cost recovery that the Amended Order would be used by TransAlta to allege Gridforce is a "party affected". Moreover, Gridforce filed a Motion to Intervene Out-of-Time and Motion for Clarification on May 13, 2026 ("Prior Motion"). Due to a potential conflict with the Department, Gridforce's prior counsel withdrew from representing Gridforce in this matter on or about Thursday, May 21, 2026, and contemporaneously withdrew the Prior Motion, pending resubmission by new counsel. As such, Gridforce has good cause for its failure to intervene within 30 days of the issuance of the orders. As a named party in the orders, Gridforce has an interest that cannot be adequately represented by other parties in the proceeding. Therefore, Gridforce's participation is in the public interest.

III. Statement of Issues and Specification of Error

The Department has erred by naming Gridforce as a "party affected" by the Amended Order and Second Order. 16 U.S.C. § 824a.

IV. Argument

Gridforce requests clarification from the Department pursuant to section 202(c)(2) as Gridforce is not a "party affected" by the Amended Order or the Second Order. As discussed below, while Gridforce serves as TransAlta Centralia's Balancing Authority ("BA"), Gridforce is a service provider with no load that provides a generation-only Balancing Authority Area ("BAA") service to Centralia. Further, pursuant to Gridforce's contract with TransAlta Centralia, TransAlta Centralia is contractually bound to cover all costs.

A. Gridforce Is Not a "Party Affected" By the Amended Order or Second Order

Per the provisions of Section 202(c) of the FPA, the term "party affected" is intended to

[6] 16 U.S.C. § 825l(a).

[7] 18 C.F.R. § 385.214(d). The Department has recommended that "a party seeking rehearing can look for procedural guidance to FERC's Rules of Practice and Procedure, 18 CFR Part 385." *See* Email from Lot Cooke, DOE to Linda Alle-Murphy Re: Rehearing procedures for DOE Order No. 202-05-3 (Dec. 30, 2005), available at https://www.energy.gov/oe/articles/question-and-answer-procedural-questions-application-rehearing-order-no-202-05-02?nrg_redirect=397676.

Tyler O'Connor
TOConnor@crowell.com
(202) 624-2704 direct

Crowell & Moring LLP
600 Fifth Street NW
Washington, DC 20001

capture those who benefit economically from the generation, not an entity providing control center services in its capacity as a Registered Balancing Authority. Gridforce is not providing energy to load and is clearly not a "party obligated to act" under, or a "party affected" by, the Amended Order or the Second Order;[8] it is simply a service provider to TransAlta Centralia under the BAA Services Agreement and does not have any end user customer base that is receiving generation from which the applicable costs could be recovered.

As argued by both the State of Washington and the Public Interest Organizations in their requests for rehearing, it is unclear who has the authority to direct TransAlta Centralia's operations.[9] Gridforce does not have such authority; as explained below, it operates a Generation-Only BAA and *responds* to dispatch instructions when provided to TransAlta Centralia by an entity purchasing power, but does not initiate such instructions or such purchase. As such, Gridforce is not a "party affected" by the Amended Order or Second Order and should not be named in such orders.

B. Gridforce Operates a Generation-Only BAA That Does Not Balance or Serve Load

Traditional Balancing Authorities generally operate in the manner described by the Department,[10] balancing load and generation in real time, and managing external interface transactions (purchases or sales). Gridforce, however, operates a Generation Only Balancing Area ("GOBA"). Several such GOBAs exist in the non-ISO/RTO regions, particularly in the West. A GOBA is an export only Balancing Authority balancing the generation to the level of the sale to the receiving Balancing Authority under NERC reliability standards.

Since Gridforce does not balance both supply and demand, it would not dispatch Centralia for reliability or load serving needs unless directed to do so by another entity that is purchasing TransAlta Centralia's power. Because the Centralia project is not part of an organized market and operates as an independent power producer, generation occurs only when a bilateral agreement exists with a load-serving purchaser in a different BA. A bilateral agreement to sell to a load must be supported by transmission service reservations and that must be secured by TransAlta or the receiving BA from all impacted Transmission Service Providers between the generation resource and the end user. Stated simply, if Centralia generation were needed to meet the electric generation needs of the Western Electricity Coordinating Council ("WECC") Northwest assessment area,

---

[8] 16 U.S.C. § 824a.

[9] *See* Motion to Intervene, Request for Rehearing and Motion to Stay by State of Washington at 70-71, Order No. 202-25-11 (filed January 13, 2026); Motion to Intervene, Motion for Clarification, and Request for Rehearing and Stay of Sierra Club, NW Energy Coalition, Washington Conservation Action, Climate Solutions, Public Citizen, and Environmental Defense Fund (collectively, "Public Interest Organizations" or "PIOs") at 69-70, Order No. 202-25-11 (filed January 14, 2026).

[10] U.S. Department of Energy Learning Series, *How It Works: The Role of A Balancing Authority*, available at https://www.energy.gov/sites/default/files/2023-08/Balancing%20Authority%20Backgrounder_2022-Formatted_041723_508.pdf.

Tyler O'Connor
TOConnor@crowell.com
(202) 624-2704 direct

Crowell & Moring LLP
600 Fifth Street NW
Washington, DC 20001

Gridforce would not be the entity making the decision that such dispatch is necessary and does not serve load that would potentially benefit from such dispatch.

In addition, both section 202(c)(1) of the FPA and the Amended Order provide that if the parties cannot agree on cost allocation, the generator may file with FERC. FERC has decided several matters involving allocation of costs incurred, pursuant to orders issued by the Department under FPA section 202(c). In these orders, FERC found that the costs "*should be allocated on a demand basis*"[11] and denied MISO's attempt to define load ratio share on an energy basis.[12] As Gridforce does not represent a load resource zone and does not balance demand as a GOBA, it has no demand to which such costs can be allocated.

C. Gridforce's BAA Services Contract with Centralia Does Not Allow for Cost Recovery

Gridforce's relationship with Centralia is governed by the BAA Services Contract that sets out the terms and conditions by which Gridforce provides BAA Services to Centralia. Section 4.2(a) of the BAA Services Agreement is clear and unambiguous in its allocation of liability for costs incurred, and provides, "*Customer or its Affiliate shall be solely responsible for the operation and maintenance of the Customer Equipment…Gridforce is not responsible for and shall have no obligations hereunder with respect to the operation and maintenance of the Facility.*"

Payments under the BAA Services Agreement flow from Centralia to Gridforce, as compensation for the performance of certain services as enumerated in the agreement. There is no contractual basis pursuant to which costs of the sort incurred in compliance with the Amended Order were envisaged to be allocated to Gridforce. Further, Exhibit C (Fee Schedule) of the BAA Services Agreement expressly provides that "*any costs of any extraordinary nature*" or "*Balancing Authority fees or annual payments assessed by a third party*" are the responsibility of Centralia. Accordingly, the Department must clarify that the Amended Order and Second Order are not intended to permit Centralia to recover costs from Gridforce in violation of the express terms of the contractual agreement into which they have negotiated, entered, and performed under in an effort to use the designation of Balancing Authority as a basis for cost recovery.

V. Conclusion

The effect of the Amended Order (and eventually, the Second Order) has a real and profound impact on Gridforce. Gridforce's operating model and economic profile are not structured to accommodate costs of this nature, which is one of the reasons the BAA Services Agreement includes the specific liability allocations that it expressly contains. Without the

[11] *Consumers Energy Co. v. Midcontinent Indep. Sys. Operator, Inc.,* 192 FERC ¶ 61,158 at P 43 (emphasis added), *order on reh'g*, 193 FERC ¶ 61,228 (2025); *Midcontinent Independent System Operator, Inc.*, 194 FERC ¶ 61,155 (2026); *Southern Indiana Gas and Electric Co. vs. Midcontinent Independent System Operator, Inc.*, 194 FERC ¶ 61,214 (2026).

[12] *MISO*, 194 FERC at P 43-44.

Tyler O’Connor
TOConnor@crowell.com
(202) 624-2704 direct

Crowell & Moring LLP
600 Fifth Street NW
Washington, DC 20001

requested clarification of the Amended Order and Second Order, Gridforce’s continued existence as a corporate entity performing services to its control center services customers will be jeopardized.

For the reasons set forth above, Gridforce respectfully requests that the Department grant clarification of the Order to remove references to Gridforce from the Amended Order, Second Order, and refrain from referencing Gridforce in any future orders under section 202(c); or in the alternative, clarify that Gridforce is not a “party affected” by the Amended Order, Second Order or any future orders under Section 202(c) for purposes of TransAlta’s cost recovery.

Respectfully submitted,

/s/ Tyler O’Connor
Tyler O’Connor
Kathryn Douglass
Kathy Lowrey
Crowell & Moring LLP
600 Fifth Street NW
Washington, DC 20001
202-624-2500
toconnor@crowell.com

Counsel to Gridforce Energy Management, LLC

Filed May 27, 2026