Appendix 1 - Issue Submission Form

Templates and forms are available from Stakeholder Relations

**Issue Submission Form**

This form is to recommend new issues not yet in the stakeholder process or modifications to previously assigned issues. To complete an entry, click on the field and insert your response. Please direct any questions to StakeholderRelations@misoenergy.org.

Instructions and Process:
1. All fields must be answered completely. Incomplete forms will be returned to the requestor.
2. Submit completed form to StakeholderRelations@misoenergy.org.
3. Receipt of submission will be acknowledged via email.
4. The request will be reviewed by the Steering Committee.
5. The requestor will be notified when the issue is added to a Steering Committee agenda.
6. If assigned by the SC:
   a. A proposed date for introduction to the owning Entity will be provided; or
   b. If an issue is identified as a Common Issue (more than one Entity) a Common Issue Meeting (CIM) will be scheduled.
7. All submissions will be logged in the issue submission tracking document. The document may be accessed via the Steering Committee landing page at https://www.misoenergy.org/StakeholderCenter/CommitteesWorkGroupsTaskForces/SC/Pages/home.aspx

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**Submitter Information**

Ray Kershaw  
Submitter Title

ITC Holdings  
Transmission Owner

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**Issue Profile**

MISO Joint Parties Settlements

11/17/2015

Is this a new or modified issue? New

Is there a specific deadline for issue resolution? Unknown

Assuming the filed agreement is approved, there are some critical portions which need further explanation that will impact nearly all stakeholder communities. The potential interpretation of this document will have impacts on stakeholders for the next several years. Understanding the document to a greater degree is important for future business and reliability decisions. In addition, some portions appear to be contradictory or confusing and need explanation. It's also not clear as to how the document should
be interpreted for transmission planning purposes, such as modeling of transactions resulting from this agreement and "firm" and "non-firm" interpretations. This is a precedent setting "big deal" which has not been discussed at the RSC at all.

**Issue Impact**

**Does this issue have an impact on Reliability?**

Yes  
*If yes, please describe:* The agreement in attachment B pages 4-6 states that firm transmission service cannot be granted by MISO "in excess of its contract path limit" except to NRG. It also says that flowgate allocations, firm flow entitlements and priority of market flows are not impacted by this. This brings up a number of questions: How were the NRG transactions approved in the first place? Have the neighboring RTOs/TSPs subtracted "firm" transaction impacts in excess of the 1000MW contract path limits from their AFC/ATC processes? Do the neighboring RTOs/TSPs include these transaction impacts in the flowgate allocations and Firm Flow Entitlements?

**Does this issue have an impact on Planning?**

Yes  
*If yes, please describe:* It's not clear what the margins are in the determination of how far above contract path limits the agreement is allowing. What are the margins assumed or is the system left without margin at the agreed upon limits?  If future "predictions" of the use of the seams agreement be included in planning models? How have they been modeled (or not modeled) in planning models? MISO has made statements about allowing this additional "firm" transmission capacity to be used for Pseudo-tieing units to PJM's capacity/energy markets. How will this be included in planning models? Besides the pseudo-tie issue, Will any intended "firm" use of the system using this agreement be included in base planning models?

**Does this issue have an impact on Markets?**

Yes  
*If yes, please describe:* There are a number of issues previously mentioned that have market impacts such as the ability of others to obtain firm transmission service in the same manner as NRG. The agreement states that no additional firm service above contract path limits are allowed and requests must be made via adjacent transmission providers. In addition, as it was noted under the Pseudo issue, any additional use of firm transmission using agreement seems to give priority to those customers over customers simply wanting to obtain service via OASIS. Will there be some assurance that this agreement will not be used to circumvent normal OASIS rules to obtain service, point to point or network?

**Does this issue have an impact on Resource Adequacy?**

Yes  
*If yes, please describe:* MISO has proposed that 876MW of the 2500MW MISO south to north Regional Direction Transfer Limit could be used for Capacity Sales from MISO south to north. The 876MW remains after the firm NRG TSRs of 1624MW are subtracted from the 2500MW Regional Limit. Do MISO and the Joint Parties including SPP, consider this 876MW as firm in TLR processes. Normally, Capacity deliverability usually requires firm service so either the 876MW is considered “firm” or MISO is proposing non-firm use of the system for capacity deliverability.

From page 23 section 4.4 of the Settlement agreement (italics added): “Nothing in the Settlement Agreement shall affect the administration of or assumptions used in MISO’s internal processes related to its Resource Adequacy construct, except that MISO will not exceed Regional Directional Transfer Limits as defined in Article VII. **MISO shall not have or claim incremental firm rights of any kind on neighboring transmission systems as a result of this Section 4.4 or MISO’s Resource Adequacy Construct.”**

**Other Information**
Is there any other information that should be taken into account with the consideration of this issue?

This item was originally submitted on the Common Issues Request form, and transferred to the new Issue Submission Form. The form will be returned to original submitter (March1) for review and Resource Adequacy Impacts prior to submission to the Steering Committee.