

139 FERC ¶ 61,035  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

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

Midwest Independent Transmission  
System Operator, Inc.

Docket No. ER12-397-000

ORDER CONDITIONALLY ACCEPTING INTERCONNECTION AGREEMENT

(Issued April 13, 2012)

1. On November 14, 2011, as supplemented on February 13, 2012, the Midwest Independent Transmission System Operator, Inc. (MISO) filed an unexecuted Amended and Restated Generator Interconnection Agreement (Amended Agreement)<sup>1</sup> among MISO, as Transmission Provider, Northern States Power Company (Northern States Power), as Transmission Owner, and Stoneray Power Partners, LLC (Stoneray), as Interconnection Customer. In this order, we conditionally accept the Amended Agreement for filing, subject to a compliance filing, to become effective on November 15, 2011, as requested.

**I. Background and Filing**

2. On August 28, 2007, MISO, Stoneray and Northern States Power executed a Large Generator Interconnection Agreement (Original Agreement) establishing 80 percent Energy Resource Interconnection Service (ERIS) and 20 percent Network Resource Interconnection Service (NRIS) for Stoneray's 100 MW wind power generating facility (the Project or Stoneray's Project).<sup>2</sup> Appendix A of the Original Agreement identified network upgrades in the amount of \$4.4 million for substation work and

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<sup>1</sup> MISO has designated the Amended Agreement as First Revised Service Agreement No. 1891 under MISO's FERC Electric Tariff, Fifth Revised Vol. No. 1 (Tariff).

<sup>2</sup> The Original Agreement conformed to the then effective *pro forma* Large Generator Interconnection Agreement and was reported in MISO's Electric Quarterly Report.

relocation of existing 115 kV transmission lines. The original System Impact Study (2006 System Impact Study) indicated that Stoneray shared transmission outlets with Project G489, a higher queued interconnection customer, among others. However, Appendix A of the Original Agreement identified only one contingency that could affect the extent of Stoneray's cost responsibility for the requisite network upgrades: the 115 kV Fenton to Chanarambie transmission line and terminals. Appendix A of the Original Agreement did not identify any higher queued interconnection customers or transmission upgrades as contingencies that could impact Stoneray other than the 115 kV Fenton to Chanarambie transmission line and terminals. In January 2008, Stoneray suspended all milestones under the Original Agreement.

3. In March 2008, MISO discovered that the Original Agreement did not accurately reflect Stoneray's cost responsibility for network upgrades the Project shared with Project G489. As a result, MISO notified Stoneray by e-mail that the Original Agreement would require revision to reflect Stoneray's cost responsibility for those upgrades when the Project emerged from suspension.<sup>3</sup> In August 2009, Project G489 withdrew from MISO's interconnection queue. Consequently, in January 2011, when Stoneray emerged from suspension, MISO informed Stoneray that a second System Impact Study (2011 Restudy) of the Project was needed as a result of Project G489's withdrawal.<sup>4</sup>

4. The 2011 Restudy specifies two sets of network upgrades from which Stoneray may choose that would accommodate the interconnection of Stoneray's Project. Assuming Stoneray's selection of one set of network upgrades, Stoneray would be responsible for roughly \$4.4 million in network upgrades and receive conditional ERIS until 2017, the scheduled completion date of two Candidate Multi-Value Projects (CMVPs), at which point Stoneray would receive unconditional ERIS and NRIS.<sup>5</sup> Assuming Stoneray's selection of an alternative set of network upgrades, Stoneray would be responsible for roughly \$11.8 million in network upgrades, and receive conditional ERIS until those network upgrades are completed, at which point Stoneray would receive unconditional ERIS and NRIS. Notably, those network upgrades could be completed prior to the completion of the CMVPs. As a consequence of the 2011 Restudy, MISO drafted the Amended Agreement, pursuant to which MISO will provide only conditional ERIS to Stoneray until: (1) the network upgrades identified in the Original Agreement

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<sup>3</sup> Supplemental Filing at 6. MISO states that if Appendix A of the Original Agreement had correctly reflected the fact that Stoneray and Project G489 shared transmission outlets, the appropriate cost estimate to interconnect Stoneray's project would have been \$12,295,485. *Id.* at 7.

<sup>4</sup> MISO Filing at 2.

<sup>5</sup> *See id.*; Amended Agreement, Appendix A.

are completed; and (2) the two CMVPs as well as the associated facilities are constructed. The Amended Agreement also removes the only contingency previously listed in the Original Agreement, the Fenton to Chanarambie 115 kV line, which is now in service. Finally, under the Amended Agreement, if the two CMVPs are not built, Stoneray would be subjected to unspecified “additional requirements.”<sup>6</sup>

5. MISO explains that Stoneray believes that the 2011 Restudy was unjustified under the Original Agreement and therefore “asserts that the change in its interconnection service is unsupported.”<sup>7</sup> As a result, MISO explains that it was necessary to file an unexecuted version of the Amended Agreement.

6. MISO argues that the 2011 Restudy was conducted pursuant to the terms of the Original Agreement.<sup>8</sup> MISO states that Article 11.3.1 of the Original Agreement, as well as that of the Amended Agreement, provides that Network Upgrades, System Protection Facilities and Distribution Upgrades may be modified after a higher-queued interconnection request withdraws or is deemed to have withdrawn from the interconnection queue.<sup>9</sup> Further, MISO explains that, under Article 11.3.2, the parties agreed to incorporate the results of a restudy if one of the contingencies in Article 11.3.1

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<sup>6</sup> Amended Agreement, Appendix A, Section 1.

<sup>7</sup> MISO Filing at 2. MISO states that the body of the Amended Agreement conforms to the Original Agreement.

<sup>8</sup> *Id.*

<sup>9</sup> Article 11.3.1 of the Original Agreement provides:

Network Upgrades, System Protection Facilities and Distribution Upgrades that are required to accommodate the Generating Facility may be modified because (1) a higher queued interconnection request withdrew or was deemed to have withdrawn . . . . The higher queued interconnection requests that could impact the Network Upgrades System Protection Facilities and Distribution Upgrades required to accommodate the Generating Facility, and possible Modifications that may result from the above listed events affecting the higher queued interconnection requests, to the extent such modifications are reasonably known and can be determined, and estimates of the costs associated with such required Network Upgrades, System Protection Facilities and Distribution Upgrades, are provided in Appendix A.

occurs, in this case, namely the withdrawal of a higher-queued interconnection request.<sup>10</sup> Finally, MISO contends that Commission precedent acknowledges the need to revise interconnection agreements and to restudy interconnection requests after suspension is revoked.<sup>11</sup>

7. MISO requests an effective date of November 15, 2011, and that the Commission grant waiver of the prior notice requirement

## **II. Notice of Filing and Responsive Pleadings**

8. Notice of MISO's filing was published in the *Federal Register*, 76 Fed. Reg. 72,193 (2011), with interventions and protests due on or before December 5, 2011. A timely motion to intervene and protest was filed by Stoneray. On December 20, 2011, MISO filed an answer to the Stoneray's protest. On December 26, 2011, Stoneray filed an answer to MISO's answer.

9. On January 12, 2012, Commission staff issued a deficiency letter requesting MISO to provide additional information regarding the Amended Agreement within 30 days of the date of that letter. MISO responded to the deficiency letter on February 13, 2012 (Supplemental Filing). Notice of the Supplemental Filing was published in the *Federal Register*, 77 Fed. Reg. 11,108 (2012), with interventions and protests due on or before March 5, 2012. On March 5, 2012, Stoneray filed a comment in response to MISO's Supplemental Filing.

### **A. Stoneray Protest**

10. Stoneray does not dispute that non-conditional interconnection service depends upon the completion of the network upgrades that are necessary to provide service to the

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<sup>10</sup> Article 11.3.2 of the Original Agreement provides:

[Stoneray] agrees to enter into either an Interconnection System Impact Study Agreement or Interconnection Facilities Study Agreement, or both, if at any time . . . [MISO] determines restudy is required because one of the contingencies in Article 11.3.1 occurred . . . . The Parties agree to amend Appendix A to this [Large Generator Interconnection Agreement] . . . to reflect the results of any restudy required under this Article 11.3.2.

<sup>11</sup> MISO Filing at 3 (citing *Midwest Indep. Transmission Sys. Operator, Inc.*, 116 FERC ¶ 61,252, at P 40 (2006) (*Power Partners*)).

Project.<sup>12</sup> Rather, Stoneray protests being provided only conditional ERIS, rather than ERIS and NRIS, until the CMVPs are completed in 2017.<sup>13</sup> Stoneray therefore maintains that its interconnection service should not be made conditional upon the CMVPs.<sup>14</sup>

11. Stoneray argues that only the circumstances identified in Section 6 of Appendix A of the Original Agreement “could potentially trigger a restudy and impact Stoneray’s upgrades.”<sup>15</sup> In this respect, Stoneray characterizes the contingencies listed in the first sentence of Article 11.3.1 of the Original Agreement as being a general description of events that could give rise to a restudy that must be specifically enumerated in Appendix A in order to be effective. Stoneray proceeds to state that Section 6 of Appendix A of the Original Agreement identified a single transmission upgrade as a contingency that could potentially impact the extent of the network upgrades that must be constructed before Stoneray can acquire ERIS and NRIS. Because MISO did not include the withdrawal of the higher queued interconnection requests as contingencies in Appendix A, Stoneray concludes that the 2011 Restudy was unjustified and solely the consequence of Stoneray’s emergence from suspension.

12. Furthermore, Stoneray argues that “an interconnection customer emerging from suspension is subject to restudy only to establish a new schedule and revised costs for the assumed upgrades in its interconnection agreement, not for the purposes of analyzing the level of service available to the customer or imposing new upgrade requirements.”<sup>16</sup> As a result, Stoneray states that the 2011 Restudy exceeded MISO’s authority. According to Stoneray, MISO is therefore prohibited from adding the requirements that the CMVPs be constructed before Stoneray can acquire ERIS and NRIS.

13. Finally, as discussed further below, Stoneray argues that MISO’s decision to conduct the restudy was unduly discriminatory because other interconnection customers in Group 4 of the interconnection queue that did not suspend their interconnection agreements were not subjected to restudies as the result of withdrawals by higher queued interconnection requests.<sup>17</sup>

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<sup>12</sup> Stoneray Protest at 1.

<sup>13</sup> *See id.* at 1-2.

<sup>14</sup> *Id.* at 4.

<sup>15</sup> *Id.* at 9.

<sup>16</sup> *Id.* at 4-7 (citing *Power Partners*, *supra* note 11).

<sup>17</sup> *Id.* at 10 n.20.

**B. MISO Answer**

14. In its answer, MISO further explains its argument that the 2011 Restudy was conducted in accordance with the terms of the Original Agreement because Project G489—a higher queued interconnection customer—withdraw from the interconnection queue.<sup>18</sup> MISO states that the purpose of Appendix A is to notify interconnection customers of additional costs that could be incurred. MISO also contends that it is not required to specifically list in Appendix A all possible events that could trigger further system impact studies. MISO states that the Amended Agreement merely adds preconditions to Stoneray's acquisition of ERIS and NRIS, but does not impose additional costs or network upgrades for receiving conditional ERIS. Finally, MISO argues that its decision to restudy Stoneray's Project is supported by Commission precedent.<sup>19</sup>

**C. Stoneray Answer**

15. In its answer, Stoneray elaborates on its argument that MISO unduly discriminated in selecting the Project for restudy. Stoneray explains that it is a member of an interconnection cluster, which it identifies as Group 4. Stoneray argues that if MISO's contention is that the Project was restudied due to the withdrawal of a higher queued interconnection request, then all of the interconnection requests in Group 4 should have been subjected to restudy. However, Stoneray contends that only its Project and another project that had emerged from suspension were selected for restudy. Thus, Stoneray concludes that its suspension was the determinative factor leading to the 2011 Restudy, rather than the withdrawal of a higher queued interconnection request.<sup>20</sup> Further, Stoneray reemphasizes its assertion that the withdrawal of higher queued interconnection requests is immaterial to the decision to restudy the Project because they were not listed as contingencies in Appendix A.<sup>21</sup> Stoneray also reiterates its argument that its

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<sup>18</sup> MISO December 20 Answer at 3-5. In its Answer, MISO also cites the withdrawal of Project G392 (Big Stone II) from the interconnection queue as justifying the 2011 Restudy. However, as discussed below, MISO subsequently indicated in the Supplemental Filing that Big Stone II was inadvertently referenced in the December 20 Answer and did not spur the need for the 2011 Restudy. Supplemental Filing at 5.

<sup>19</sup> MISO December 20 Answer at 8-10 (citing *Neptune Regional Transmission System, LLC v. PJM Interconnection, L.L.C.*, 111 FERC ¶ 61,455 (2005); *Power Partners*, *supra* note 11).

<sup>20</sup> Stoneray December 26 Answer at 2-3.

<sup>21</sup> *Id.* at 4-5.

emergence from suspension only authorized MISO to restudy the Project for the limited purposes discussed in its Protest.<sup>22</sup>

**D. Supplemental Filing**

16. MISO explains in its Supplemental Filing that the projects that were restudied shared common transmission constraints with Project G489.<sup>23</sup> MISO further explains that the remaining projects in Group 4 that were not subject to restudy were “electrically remote from [Project] G489 and did not impact the same constraints” as Stoneray’s Project.<sup>24</sup>

17. MISO points out that Project G489 was considered in the 2006 System Impact Study as one of the projects in Group 4 that shared common transmission outlets with three projects that were restudied. MISO also acknowledges that Project G489 was inadvertently omitted from Appendix A of the Original Agreement. However, despite this omission, MISO contends that Stoneray was aware of Project G489’s status as a contingency because Stoneray received the results of the 2006 System Impact Study prior to the preparation of the Original Agreement.<sup>25</sup> MISO states that it informed all affected interconnection customers of its oversight by e-mail on March 25, 2008.

18. MISO observes that the 2011 Restudy has reduced the cost estimates for the interconnection of the Project if Stoneray waits for the CMVPs to be built.<sup>26</sup> MISO states that, pursuant to the Original Agreement and the 2006 System Impact Study, Stoneray was obligated to fund \$12,295,485 for necessary facilities (i.e. network upgrades and interconnection facilities). Under the 2011 Restudy, however, MISO notes that Stoneray could reduce these total costs to \$5,054,152 if it delays the interconnection of the Project until the CMVPs are constructed.

19. MISO states that the withdrawal of the Big Stone II project was “mistakenly given as one of the reasons for the restudy” in its December 20 Answer.<sup>27</sup> MISO notes that the Big Stone II project was not considered in the 2006 System Impact Study. Accordingly,

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<sup>22</sup> *Id.* at 5-7.

<sup>23</sup> Supplemental Filing at 5-7.

<sup>24</sup> *Id.* at 5.

<sup>25</sup> *Id.* at 6-7.

<sup>26</sup> *Id.* at 7-8.

<sup>27</sup> *Id.* at 3-4.

the Big Stone II project is not listed as a contingency in Appendix A of the Original Agreement.<sup>28</sup>

20. MISO states that the phrase, “this LGIA is subject to (additional requirements] [sic] if the CMVPs are not constructed,” located in the first paragraph of Appendix A of the Amended Agreement, serves two purposes. First, MISO states that this phrase is intended to provide notice of CMVPs, the cost of which MISO explains would become the responsibility of the interconnection customer (in this case Stoneray) if the CMVP does not become a Multi-Value Project (MVP) within one year.<sup>29</sup> Second, MISO asserts that the phrase “provides for the possibility that [Stoneray] may seek to proceed without waiting for these MVPs to be built.”<sup>30</sup> According to MISO, the Amended Agreement allows Stoneray to receive conditional ERIS until the MVP upgrades are completed. Alternatively, MISO asserts that Stoneray may obtain unconditional service prior to the completion of the MVPs by constructing several network upgrades identified by the 2011 Restudy.<sup>31</sup>

21. MISO further explains that the “additional requirements” referenced in Appendix A of the Amended Agreement refer to Network Upgrades that are necessary to provide unconditional interconnection service.<sup>32</sup> Specifically, the phrase “additional requirements” refers to “either (1) [Stoneray’s] responsibility for CMVPs that did not become MVPs within one year; or (2) [Stoneray’s] responsibility for an alternative set of Network upgrades identified in the [2011 Restudy].”<sup>33</sup> Once the “additional requirements” are completed, MISO states that Stoneray would receive unconditional ERIS for 80 percent of its output and non-conditional NRIS for the remaining 20 percent.<sup>34</sup>

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<sup>28</sup> *Id.* at 8. MISO also provided copies of the 2006 System Impact Study as well as the 2011 Restudy.

<sup>29</sup> *Id.* at 10.

<sup>30</sup> *Id.* at 11.

<sup>31</sup> *Id.*

<sup>32</sup> *Id.* at 12-13.

<sup>33</sup> *Id.* at 12. MISO states that these requirements are detailed in the 2011 Restudy.

<sup>34</sup> *Id.* at 14.

### **E. Stoneray March 5 Comment**

22. In its March 5 Comment, Stoneray reiterates its interpretation of *Power Partners* and *Neptune* as prohibiting MISO from fully restudying the Project as a result of Stoneray's suspension.<sup>35</sup> Stoneray instead contends that MISO's restudy should have been limited to revising the schedule for design, procurement, construction, installation and testing of Network upgrades and should not have considered a topology other than one that was applicable to all Group 4 customers.<sup>36</sup> Stoneray further states that if MISO determined that the interconnection availability assumed in the 2008 System Impact Study was insufficient, MISO was restricted to curtailing all customers on a nondiscriminatory basis.

23. Stoneray also argues that MISO attempts to penalize Stoneray for its suspension by conditioning Stoneray's interconnection service on the construction of two CMVPs. Stoneray notes that this condition was imposed only on Stoneray, one other project that recently emerged from suspension, and 19 interconnection customers in a later-queued interconnection cluster, Group 5.<sup>37</sup> Thus, Stoneray reasons that the Amended Agreement effectively shifts a subset of Group 4 customers to Group 5 "for purposes of imposing restrictions related to two MVPs that were not similarly imposed on . . . the other projects in Group 4."<sup>38</sup> Stoneray asserts that such a shift violates Commission precedent, ignores the boundaries and benefits of interconnection clustering, and is unduly discriminatory.<sup>39</sup>

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<sup>35</sup> Stoneray March 5 Comment at 2.

<sup>36</sup> *Id.*

<sup>37</sup> *Id.* at 4 (citing *Midwest Indep. Transmission Sys. Operator, Inc.*, 129 FERC ¶ 61,019 (2009)).

<sup>38</sup> *Id.*

<sup>39</sup> *Id.* (citing *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, FERC Stats. & Regs. ¶ 31,146, at P 35 (2003), *order on reh'g*, Order No. 2003-A, FERC Stats. & Regs. ¶ 31,160, *order on reh'g*, Order No. 2003-B, FERC Stats. & Regs. ¶ 31,171 (2004), *order on reh'g*, Order No. 2003-C, FERC Stats. & Regs. ¶ 31,190 (2005), *aff'd sub nom. Nat'l Ass'n of Regulatory Util. Comm'rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007), *cert. denied*, 552 U.S. 1230 (2008)).

### III. Discussion

#### A. Procedural Matters

24. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2011), the timely, unopposed motion to intervene serves to make Stoneray a party to this proceeding.

25. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2011), prohibits an answer to a protest or to an answer unless otherwise ordered by the decisional authority. We will accept the answers submitted by MISO and Stoneray because each has provided information that has assisted us in our decision-making process.

#### B. Substantive Matters

26. For the reasons discussed below, we will conditionally accept the Amended Agreement for filing, subject to the compliance filing ordered below, effective November 15, 2011, as requested.

27. In order for a contingency involving a higher queued interconnection customer in Article 11.3.1 of an interconnection agreement to authorize MISO's restudy of an interconnection request, it must be listed in Appendix A of the interconnection agreement. Such a reading is consistent with the Commission's interest in providing interconnection customers with as much certainty as reasonably possible regarding costs associated with their interconnection requests. In Order No. 2003-A, the Commission recognized the uncertainty that resulted from an interconnection customer's being held responsible for funding network upgrades that were originally the responsibility of a higher queued customer that subsequently withdrew from the queue.<sup>40</sup> However, the Commission also sought to help the interconnection customer manage this uncertainty by directing transmission providers to estimate the interconnection customer's maximum possible funding exposure in the interconnection agreement.<sup>41</sup>

28. In this regard, the Commission has expressly relied on the certainty provided by Articles 11.3.1 and 11.3.2 in accepting MISO's *pro forma* interconnection agreement. There the Commission observed that, in addition to the contingencies listed in Articles 11.3.1 and 11.3.2, "Appendix A of the LGIA will list those higher queued Interconnection Requests and their associated upgrades for which the Interconnection

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<sup>40</sup> Order No. 2003-A, FERC Stats. & Regs. ¶ 31,160 at P 320.

<sup>41</sup> *Id.*

Customer may be subject to review, restudy, and reassignment of its upgrade responsibility,”<sup>42</sup> and found that, as such, Articles 11.3.1 and 11.3.2 provide some of the certainty required by the Commission in Order No. 2003-A.<sup>43</sup> In this case, it is undisputed that the Original Agreement failed to incorporate the results of the 2006 System Impact Study into Appendix A of the Original Agreement by neglecting to list Project G489 in Appendix A, and thus this certainty was denied in the Original Agreement.<sup>44</sup>

29. We will nevertheless conditionally accept the Amended Agreement. At the outset, there is no evidence to suggest that MISO unduly discriminated against Stoneray in selecting the Project for restudy. The 2006 System Impact Study illustrates the electrical proximity of Project G489, Project G520 and Stoneray’s Project. It appears that, only through MISO’s administrative error, was Project G489 not listed as a contingency in Appendix A of the Original Agreement. Thus, it was only as a consequence of this error that the Original Agreement does not authorize the 2011 Restudy.

30. However, the Commission has previously addressed administrative errors by the transmission provider that have resulted in the need to subsequently modify an interconnection customer’s cost responsibility for network upgrades in an amended interconnection agreement.<sup>45</sup> In *Settlers Trail*, the Commission held that the interconnection customer was responsible for the cost of network upgrades required to facilitate interconnection despite MISO’s inadvertent failure to consider the effect of higher queued interconnection requests in a System Impact Study. The Commission observed:

[B]ecause MISO is a non-profit corporation, there are no parties which are more equitably assessed the costs of this error. Since the error results in real costs for network upgrades that must be constructed before the generator[] can be interconnected consistent with reliability requirements, the

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<sup>42</sup> *Midwest Indep. Transmission Sys. Operator, Inc.*, 108 FERC ¶ 61,027, at P 146 (2004).

<sup>43</sup> *Id.* P 149.

<sup>44</sup> Stoneray was not notified by MISO prior to March 2008 that Stoneray shared a common use upgrade with G489, which would have put Stoneray on notice that it would likely be impacted by the withdrawal of G489.

<sup>45</sup> See *Midwest Indep. Transmission Sys. Operator, Inc.*, 135 FERC ¶ 61,222 (2011) (*Settlers Trail*).

most appropriate [party] to pay these costs under these circumstances [is] the generator[] that will benefit from the upgrades.[<sup>46</sup>]

In this case, as in *Settlers Trail*, Stoneray is the party that will benefit from the upgrades in question. Further, rejection of the Amended Agreement would result in improper shifting of cost responsibility for the network upgrades in question; other transmission customers would be improperly required to bear the cost of those upgrades in order to maintain reliability. If only the costs of those network upgrades identified in the Original Agreement were to be assessed to Stoneray, Stoneray would receive full ERIS and NRIS without paying for the network upgrades necessary to provide that service.

31. Additionally, we find that the precedent cited by Stoneray is inapplicable in this case. In *Power Partners*, the Commission addressed non-conforming provisions of an interconnection agreement, which among other things, provided for a modified schedule and would have allowed MISO to restudy the project when emerging from a suspension. In that case, the Commission rejected MISO's proposed non-conforming provision because the substance of the proposal was largely provided for elsewhere in the MISO's *pro forma* interconnection agreement. Contrary to Stoneray's assertions, the Commission did not hold that MISO could not restudy projects emerging from suspension. Rather, the Commission recognized that restudy may be reasonably required as a result of projects emerging from suspension.<sup>47</sup>

32. However, we find that it would be unjust and unreasonable to subject Stoneray to unspecified "additional requirements" in the event the CMVPs are not ultimately constructed. Further, MISO's failure to enumerate those additional requirements in Appendix A of the Amended Agreement is inconsistent with the greater certainty the Commission sought to provide in Order No. 2003-A and in approving Articles 11.3.1 and 11.3.2. Therefore, in the compliance filing ordered below, we direct MISO to either remove the reference to "additional requirements" in Appendix A of the Amended Agreement or to modify that provision to identify the nature and extent of such requirements.

The Commission orders:

(A) The Amended Agreement is hereby conditionally accepted for filing, effective on November 15, 2011, as discussed in the body of this order.

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<sup>46</sup> *Id.* P 32.

<sup>47</sup> *Power Partners*, 116 FERC ¶ 61,252 at P 40.

(B) MISO is hereby directed to submit a compliance filing within 30 days of the date of this order, as discussed in the body of this order.

By the Commission.

( S E A L )

Nathaniel J. Davis, Sr.,  
Deputy Secretary.