

155 FERC ¶ 61,130
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Norman C. Bay, Chairman;
Cheryl A. LaFleur, Tony Clark,
and Colette D. Honorable.

Midcontinent Independent System
Operator, Inc.

Docket Nos. ER16-1083-000
ER16-1098-000

ORDER ON PROPOSED INTERCONNECTION
AGREEMENT AND TARIFF REVISIONS

(Issued May 3, 2016)

1. On March 4, 2016, in Docket No. ER16-1083-000, pursuant to section 205 of the Federal Power Act (FPA),¹ and section 35.12 of the Commission's regulations,² Midcontinent Independent System Operator, Inc. (MISO) submitted an unexecuted Amended and Restated Generation Interconnection Agreement (GIA) (Marshalltown GIA) among: Interstate Power & Light Company (IPL), the interconnection customer; ITC Midwest LLC (ITC Midwest), the transmission owner; and MISO, the transmission provider.³ On March 7, 2016, in Docket No. ER16-1098-000, pursuant to section 205 of the FPA, and section 35.12 of the Commission's regulations, MISO filed a proposed addition to the MISO Open Access Transmission, Energy and Operating Markets Tariff (Tariff), adding Schedule 26-B. In this order, we accept the proposed Marshalltown GIA, subject to a compliance filing, and we accept the proposed Schedule 26-B, as explained below.

¹ 16 U.S.C. § 824d (2012).

² 18 C.F.R. § 35.12 (2015).

³ MISO Marshalltown GIA Filing, Transmittal Letter at 1.

I. Filings

2. MISO states that the original GIA was filed on May 14, 2015, and subsequently accepted by the Commission with an effective date of May 15, 2015. The GIA provides for the interconnection of IPL's 635 megawatt (net summer output) combined-cycle generating facility, located in Marshall County, Iowa, to ITC Midwest's transmission system at ITC Midwest's Marshalltown substation. MISO clarifies that the Marshalltown GIA is being filed with the Commission to remove the provisional status of the original GIA because the interconnection studies for the interconnection customer are complete.⁴

3. MISO explains that the Marshalltown GIA includes certain network upgrades, which MISO has identified as Shared Network Upgrades⁵ (Marshalltown GIA Shared Network Upgrades). MISO states that pursuant to the Tariff, the allocated costs for Shared Network Upgrades are charged and collected from one interconnection customer (later-in-time interconnection customer) and paid to the existing interconnection customer (earlier-in-time interconnection customer) under Schedule 26-B.⁶ Additionally, MISO asserts that Attachment FF directs the process for funding Shared Network Upgrades as follows:

An Interconnection Customer may be required to contribute to the cost of Shared Network Upgrades, as defined in Attachment X to the Tariff, that are funded by another Interconnection Customer as a Generation Interconnection Project pursuant to Attachment X. Each Interconnection Customer with one or more Shared Network Upgrade(s) identified in Appendix A of its Generator Interconnection Agreement shall make a one-time payment under Schedule 26-B to the Transmission Provider in accordance with the terms in the Generator Interconnection Agreement. The onetime payment will reflect the cost of the Shared Network Upgrade assigned to the Interconnection Customer as determined by the

⁴ *Id.* at 1-2.

⁵ As defined by the Tariff, "Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s) and also benefits other Interconnection Customer(s) that are later identified as beneficiaries." MISO, FERC Electric Tariff, Attachment X, Generator Interconnection Procedures § 1 (48.0.0).

⁶ MISO Marshalltown GIA Filing, Transmittal Letter at 2 (citing MISO, FERC Electric Tariff, Attachment X, Appendix 6 to Generator Interconnection Procedures, § 11.3.3).

Transmission Provider. All revenue collected by the Transmission Provider through Schedule 26-B shall be distributed to the appropriate Interconnection Customer(s).⁷

MISO states that it will follow up the instant filing with a newly-proposed Schedule 26-B in order to properly account for and transact payments for Shared Network Upgrades and, subject to the Commission's approval, once actual dollar amounts are known, MISO will file an updated Schedule 26-B.⁸ MISO clarifies that it had not previously filed Schedule 26-B because it has not previously identified Shared Network Upgrades.

4. MISO notes that the transmission owner, ITC Midwest, takes issue with the underlying capital costs that MISO used in determining IPL's cost responsibility for the Marshalltown GIA Shared Network Upgrades. Specifically MISO states that ITC Midwest believes that because the earlier-in-time interconnection customer, MidAmerican Energy Company (MidAmerican), is paying a return on and of ITC Midwest's capital costs, MISO is treating the two interconnection customers unequally by only requiring IPL to make a one-time lump sum payment to MidAmerican for the Marshalltown GIA Shared Network Upgrade, while MidAmerican is paying ITC Midwest a monthly charge (i.e., monthly network upgrade charge) under two separate facilities service agreements that includes cost of capital.⁹

5. MISO requests waiver of the Commission's 60-day prior notice requirement, 18 C.F.R. § 35.3(a) (2015), to permit the Marshalltown GIA to become effective as of March 5, 2016.

6. Consistent with its position in its Marshalltown GIA filing, MISO subsequently filed the proposed Schedule 26-B. MISO asserts that Schedule 26-B memorializes the requirements laid out in Attachment FF and allows room to identify both the original interconnection customer, to whom funds will be transferred, as well as the subsequent interconnection customer, from whom funds will be received.¹⁰ MISO requests an effective date of May 6, 2016 for proposed Schedule 26-B.

⁷ *Id.* (citing MISO, FERC Electric Tariff, Attachment FF § III.A.2.d.2.)

⁸ *Id.*

⁹ *Id.* at 3.

¹⁰ MISO Schedule 26-B Filing, Transmittal Letter at 1.

II. Notice and Responsive Pleadings

7. Notice of the proposed Marshalltown GIA filing in Docket No. ER16-1083-000 was published in the *Federal Register*, 81 Fed. Reg. 12,725 (2016), with interventions and protests due on or before March 25, 2016. IPL filed a timely motion to intervene. ITC Midwest, IPL, and MidAmerican (collectively, Joint Movants) submitted a timely joint motion to intervene and protest (Joint Movants Marshalltown GIA Protest). On April 8, 2016, MISO filed a motion for leave to answer and an answer (MISO Marshalltown GIA Answer). On April 25, 2016, the Joint Movants filed a joint motion for leave to answer and answer to the MISO Marshalltown GIA Answer (Joint Movants Marshalltown GIA Answer).

8. Notice of the proposed Schedule 26-B filing in Docket No. ER16-1098-000 was published in the *Federal Register*, 81 Fed. Reg. 13,358 (2016), with interventions and protests due on or before March 28, 2016. Timely motions to intervene were also filed by Alliant Energy Corporate Services, Inc.; NRG Power Marketing LLC and GenOn Energy Management, LLC; and Wisconsin Public Service Corporation and Wisconsin Electric Power Company. Joint Movants filed a timely motion to intervene and protest (Joint Movants Schedule 26-B Protest). On April 8, 2016, MISO filed a motion for leave to answer and an answer (MISO Schedule 26-B Answer).

A. Protests

9. In their protest of the Marshalltown GIA, the Joint Movants state that the Marshalltown GIA includes two Shared Network Upgrades identified by MISO, the Wellsburg Transformer Upgrade and the Jasper to Aurora Line Rebuild (i.e., the Marshalltown GIA Shared Network Upgrades). According to the Joint Movants, the Wellsburg Transformer Upgrade was previously identified as a network upgrade in an Amended and Restated GIA among MidAmerican, ITC Midwest, and MISO for Project H021, and the Jasper to Aurora Line Rebuild was previously identified as a network upgrade in an Amended and Restated GIA among MidAmerican, ITC Midwest, and MISO for Project H009 (collectively, the MidAmerican GIAs).¹¹ The Joint Movants explain that ITC Midwest elected to initially fund the identified network upgrades in the MidAmerican GIAs, which resulted in the execution of two Facilities Service Agreements (FSAs) (collectively, the MidAmerican FSAs).¹²

¹¹ Joint Movants Marshalltown GIA Protest at 3-4.

¹² *Id.* at 4. In MISO, a transmission owner electing to initially fund network upgrades is able to recover a return on and of its capital costs by assigning the non-reimbursable portion of the costs of the network upgrades directly to the interconnection

10. The Joint Movants state that they are in agreement that, because ITC Midwest is collecting charges for the Marshalltown GIA Shared Network Upgrades from MidAmerican pursuant to the MidAmerican FSAs, ITC Midwest and IPL should enter into a new FSA for IPL's portion of the Marshalltown GIA Shared Network Upgrades, as determined by MISO, and the charges paid by MidAmerican to ITC Midwest under the existing MidAmerican FSAs should be reduced accordingly.¹³ According to the Joint Movants, MISO believes that its Tariff requires IPL, as the later-in-time interconnection customer, to make a one-time payment to MidAmerican, as the first-in-time interconnection customer, for the Marshalltown GIA Shared Network Upgrades. The Joint Movants claim that MISO's position is memorialized in Article 11.3.3 of the Marshalltown GIA, and in addition, Appendix A(3)(d) indicates that IPL will send payment to MISO for IPL's allocated cost responsibility of the Marshalltown GIA Shared Network Upgrades.¹⁴

11. The Joint Movants further state that MISO has relied on Attachment FF of the Tariff to determine the manner in which IPL should pay for its portion of the Shared

customer through a network upgrade charge in an FSA (transmission owner's initial funding option). FSAs describe the payment terms and monthly network upgrade charges that are to be paid by the interconnection customer to the transmission owner for the identified network upgrades; therefore the MidAmerican FSAs require MidAmerican to pay ITC Midwest a monthly network upgrade charge, which includes a return on and of ITC Midwest's cost of constructing the network upgrades, which include the Marshalltown GIA Shared Network Upgrades identified in the MidAmerican FSAs.

¹³ Joint Movants Marshalltown GIA Protest at 5.

¹⁴ *Id.* Article 11.3.3 of the Marshalltown GIA provides as follows:

Interconnection Customer agrees to fund Shared Network Upgrades, as determined by Transmission Provider. Where applicable, payments to fund Shared Network Upgrade(s) that are made to Transmission Provider by Interconnection Customer will be disbursed by Transmission Provider to the appropriate entities that funded the Shared Network Upgrades in accordance with Attachment X and Attachment FF of the Tariff. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrades, Transmission Owner and Transmission Provider shall not be responsible for the Interconnection Customer's funding obligation.

Network Upgrades.¹⁵ The Joint Movants argue that the language in Attachment FF is not applicable to the present circumstances because the Marshalltown GIA Shared Network Upgrades were funded by the transmission owner in this case, not the first-in-time interconnection customer. The Joint Movants therefore argue that the Marshalltown GIA should be revised to address the present circumstances and the MISO Tariff should be revised to address the manner in which the first and subsequent interconnection customers should pay for their portion of the Shared Network Upgrades when the Shared Network Upgrades have been initially funded by the transmission owner.¹⁶

12. The Joint Movants state that the concept of the Shared Network Upgrades was included in the MISO Tariff to address the unfair burden on the first-in-time interconnection customers by providing for equitable cost sharing among interconnection customers causing a common constraint. They contend that, because the MISO Tariff is silent regarding the current situation, it must be interpreted in a way that ensures consistency with the intent of the Shared Network Upgrade provision in order to provide for equitable treatment.¹⁷ The Joint Movants claim that where Shared Network Upgrades are funded by a transmission owner, MISO's requirement that the later-in-time interconnection customer make a one-time payment for the cost of the Shared Network Upgrades to the first-in-time interconnection customer results in unequal and inequitable treatment of the two interconnection customers for the same upgrades because under this circumstance the first-in-time interconnection customer is required to pay proportionately more of the cost of the Shared Network Upgrades than the later-in-time interconnection customer.¹⁸

13. The Joint Movants state that the MidAmerican FSAs require MidAmerican to pay ITC Midwest a monthly facilities charge (i.e., monthly network upgrade charge), which includes a return on and of ITC Midwest's cost of constructing the network upgrades identified in the MidAmerican FSAs. The Joint Movants further state that the MidAmerican FSAs contain the following language regarding the payment obligations for Shared Network Upgrades:

¹⁵ Joint Movants Marshalltown GIA Protest at 5.

¹⁶ *Id.* at 6.

¹⁷ *Id.* at 7 (citing *Astoria Generating Company L.P. v. New York Independent System Operator, Inc.*, 139 FERC ¶ 61,244, at PP 70, 73 (2012)).

¹⁸ *Id.*

If the Network Upgrade under this Service Agreement is identified as a Shared Network Upgrade, as defined in the MISO Tariff, for a subsequent MISO Interconnection Customer, where that Interconnection Customer has entered into a MISO GIA which requires the Shared Network Upgrade as a condition of that Interconnection Customer's Interconnection Service, Owner will develop agreements and Payments that reflect each Interconnection Customer's responsibility for the cost of the Network Upgrade based on the effective date of that subsequent Interconnection Customer's GIA and that subsequent Interconnection Customer's percentage cost responsibility for the Network Upgrade.

The Joint Movants state that they all agree that the intent of this provision is to ensure that the later-in-time interconnection customer pays an appropriate portion of the monthly network upgrade charges for the Shared Network Upgrades.¹⁹

14. According to the Joint Movants, IPL has agreed to execute a new FSA with ITC Midwest for IPL's portion of the Marshalltown GIA Shared Network Upgrades. The Joint Movants state that the FSA would reflect IPL's percentage of the Shared Network Upgrade cost responsibilities identified in the Marshalltown GIAs and would accordingly include ITC Midwest's cost of capital on such percentage of the Marshalltown GIA Shared Network Upgrades. The Joint Movants explain that under their proposed FSA, IPL would be responsible for 32.0169 percent of the Wellsburg Transformer Shared Network Upgrade and 51.4076 percent of the Jasper to Aurora Line Rebuild Shared Network Upgrade, which would be reflected in the MidAmerican FSAs through corresponding reductions to the monthly network upgrade charges. The Joint Movants claim that their proposed framework would ensure that IPL and MidAmerican equitably share the costs of the Marshalltown GIA Shared Network Upgrades.²⁰

15. The Joint Movants state that the payment terms currently contained in the Marshalltown GIA for Shared Network Upgrades will result in IPL paying only the installed capital cost portion of the Marshalltown GIA Shared Network Upgrades, which is not the full portion of the monthly network upgrade charges contained in the MidAmerican FSAs that include a return on ITC Midwest's capital. The Joint Movants argue that this results in MidAmerican paying a disproportionately higher amount for the same Shared Network Upgrades because MidAmerican would continue to pay 100 percent of the return on and of the cost of the Marshalltown GIA Shared Network Upgrades. The Joint Movants state that they request the Commission to order MISO to

¹⁹ *Id.* at 8.

²⁰ *Id.*

revise the payment terms for the Marshalltown GIA Shared Network Upgrades in the Marshalltown GIA so that the charges associated with the Marshalltown GIA Shared Network Upgrades are required to be paid by IPL in a manner consistent with the provisions of the MidAmerican FSAs and to revise the MISO Tariff to provide for interconnection customers' equitable sharing of cost responsibility for Shared Network Upgrades in the specific event that the transmission owner elects to initially fund the Shared Network Upgrades.²¹ Additionally, the Joint Movants state that they request a waiver of existing MISO Tariff requirements in the event that one is required in order to effectuate such equitable cost sharing.²²

16. In their Schedule 26-B Protest, the Joint Movants take issue with the proposed Schedule 26-B filed by MISO because it fails to include a method that addresses the situation where Shared Network Upgrades have been initially funded by the transmission owner. The Joint Movants request the Commission to direct MISO to revise the MISO Tariff accordingly so that it will reflect the outcome of the Marshalltown GIA proceeding in Docket No. ER16-1083.²³

B. MISO's Answers

17. In response to the Joint Movants' Marshalltown GIA Protest, MISO states that, at the time MISO identified the two Marshalltown GIA Shared Network Upgrades, it allocated payment for the costs of the upgrades in accordance with its Tariff. MISO contends that the Tariff controls its actions, not an FSA negotiated by two parties outside of the Tariff to which neither MISO nor the second interconnection customer, IPL, were parties. MISO states that the Joint Movants are in effect asking MISO and the Commission to impose the transmission owner's initial funding option on IPL, which the Commission found in *Otter Tail* would improperly impose costs on the interconnection customer.²⁴

²¹ *Id.* at 8-9.

²² *Id.* at 9.

²³ Joint Movants Schedule 26-B Protest at 3-4.

²⁴ MISO Marshalltown GIA Answer at 3 (citing *Otter Tail Power Co. v. Midcontinent Independent System Operator, Inc.*, 153 FERC ¶ 61,352, at P 29 (2015) (*Otter Tail*)).

18. MISO asserts that it was previously unaware that IPL was willing to pay its portion of the Marshalltown GIA Shared Network Upgrades on a monthly basis over time. However, even if ITC Midwest, MidAmerican, and IPL had indicated such mutual agreement, the MISO Tariff does not contemplate the transmission owner's initial funding option structure for a beneficiary of a previously funded upgrade to compensate the party that initially funded the upgrade.²⁵ MISO maintains that Attachment FF of its Tariff is clear: the benefitting interconnection customer "shall make a one-time payment under Schedule 26-B to the Transmission Provider" and "[a]ll revenue collected by the Transmission Provider through Schedule 26-B shall be distributed to the appropriate Interconnection Customer(s)."²⁶

19. MISO interprets Joint Movants' protest to argue that the upgrades are not actually Shared Network Upgrades because ITC Midwest initially funded those upgrades. MISO claims that while ITC Midwest paid the costs up-front, it was ultimately MidAmerican, the interconnection customer, who was paying those costs over time.²⁷ MISO suggests that, if MidAmerican did not fund the upgrades at issue according to the definition, then the Commission should find that IPL has no cost responsibility for the upgrades, which MISO concedes is not a just and reasonable outcome.²⁸

20. Notwithstanding MISO's arguments, because the Joint Movants appear to be in agreement on an equitable shared funding mechanism in this case, MISO states that it does not object to the Joint Movants' Tariff waiver request. MISO does not, however, agree that its Tariff is unjust and unreasonable or requires revision. Rather, MISO asserts that it is not necessary for the Tariff to be waived in order to permit Joint Movants' proposal, as the Joint Movants are free to commercially negotiate their own alternative payment structure. MISO states that MidAmerican could simply exchange the one time up-front payment it receives for a cash flow over time payment instead and assign that cash flow to ITC Midwest in exchange for a dollar-for-dollar offset to the payments it makes to ITC Midwest.²⁹

²⁵ *Id.* at 4.

²⁶ *Id.* at 6.

²⁷ *Id.* at 4.

²⁸ *Id.* at 3-4.

²⁹ *Id.* at 5.

21. In response to Joint Movants' Schedule 26-B Protest, MISO disagrees with Joint Movants' assertion that Schedule 26-B should be rejected because it does not allow for situations where the transmission owner's initial funding option is elected. MISO asserts that Schedule 26-B should apply the rules currently found in the Tariff. In the event the Commission directs MISO to revise Attachment FF as requested by Joint Movants in Docket No. ER16-1083-000, MISO states that it would expect to be directed on compliance to modify Schedule 26-B accordingly. Until such change is ordered, MISO maintains that Schedule 26-B complies with the Tariff.³⁰

C. Joint Movants Answer to MISO Marshalltown GIA Answer

22. The Joint Movants reiterate that the Marshalltown GIA Shared Network Upgrades were initially funded by the transmission owner, ITC Midwest, and argue that the only issue concerning the Marshalltown GIA filing is the manner in which the costs of Shared Network Upgrades should be paid when the Shared Network Upgrades have been initially funded by the transmission owner. Additionally, the Joint Movants argue that MISO's characterization of ITC Midwest's initial funding of the Shared Network Upgrades as being an issue in this proceeding and MISO's claim that the Joint Movants do not believe that the Marshalltown GIA Shared Network Upgrades are Shared Network Upgrades are entirely without merit and should be disregarded.³¹ Further, the Joint Movants aver that the issue raised by the Joint Movants Marshalltown GIA Protest can be stated as follows: "Where a transmission owner has initially funded network upgrades that are subsequently identified as Shared Network Upgrades, the MISO Tariff is silent regarding the manner in which the costs of the Shared Network Upgrades should be paid by a subsequent interconnection customer, and MISO's attempt to apply the provisions of [Attachment FF] to such a situation results in inequitable treatment between the two interconnection customers."³²

23. The Joint Movants further argue that a waiver should not be necessary because the MISO Tariff is silent on this issue and the MISO Tariff should be interpreted here to allow sharing of network upgrade costs with subsequent interconnection customers to allow for the equitable sharing of costs for Shared Network Upgrades between interconnection customers. The Joint Movants further claim that a contract among the parties here will not solve the underlying issue of how the costs of Shared Network Upgrades are to be allocated between interconnection customers when the Shared

³⁰ MISO Schedule 26-B Answer at 3.

³¹ Joint Movants Marshalltown GIA Answer at 2.

³² *Id.* at 3.

Network Upgrades have been initially funded by the transmission owner if it arises again in the future, and therefore the MISO Tariff should be modified to indicate how a later-in-time interconnection customer will pay for its assigned portion of the Shared Network Upgrades where the transmission owner initially funded the Shared Network Upgrades.³³

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 (2015), the timely, unopposed motions to intervene serve to make the entities who filed them parties to the proceedings in which they were filed.

25. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2015), prohibits an answer to a protest or answer unless otherwise ordered by the decisional authority. We accept the answers filed as they have provided information that assisted us in our decision-making process.

B. Substantive Matters

26. We will accept the Marshalltown GIA, effective March 5, 2016, as requested, subject to condition, as discussed below.³⁴ The Joint Movants state that they have mutually agreed to commercially negotiated terms that would require the execution of an FSA between IPL and ITC Midwest that would reflect IPL's percentage of the Shared Network Upgrade cost responsibilities identified in the Marshalltown GIAs and would include ITC Midwest's cost of capital in the cost responsibility assigned to IPL under the Marshalltown GIA Shared Network Upgrades. The Joint Movants further explain that the MidAmerican FSAs would reflect the costs assigned to IPL through corresponding reductions to the monthly network upgrade charges. We find that these commercially negotiated terms represent an uncontested non-conforming agreement between the parties to the Marshalltown GIA Shared Network Upgrades for an alternate payment methodology for Shared Network Upgrades that were subject to the transmission owner's

³³ *Id.* at 4.

³⁴ The Commission can revise a proposal filed under section 205 of the FPA as long as the filing utility accepts the change. *See City of Winnfield v. FERC*, 744 F.2d 871, 875-77 (D.C. Cir. 1984). The filing utility is free to indicate that it is unwilling to accede to the Commission's conditions by withdrawing its filing.

initial funding option³⁵ and, as MISO has stated in its answer that it allows parties to commercially negotiate alternative payment structures between themselves, we direct MISO to follow its protocol.³⁶

27. We direct MISO to submit a compliance filing, within 30 days of the date of this order, instituting the relevant changes to Appendix A of the Marshalltown GIA to reflect the payment methodology that was agreed upon by the parties to the Shared Network Upgrades. We note that the alternative Shared Network Upgrade payment structure will necessitate amendments to the MidAmerican FSAs and the filing of an FSA implementing IPL's cost assignment specific to the Marshalltown GIA Shared Network Upgrades to be filed in the future for Commission review.³⁷ Given the relief granted, which MISO does not oppose, we do not find it necessary to address, in this order, the Joint Movants' further argument that the MISO Tariff is "silent" on the appropriate mechanism for cost sharing among interconnection customers of Shared Network Upgrades if the issue arises again in the future.³⁸

³⁵ Our decision here is consistent with *Otter Tail*. See *Otter Tail*, 153 FERC ¶ 61,352 at P 59, "Our decision does not preclude the transmission owner from earning a return on these network upgrades from the interconnection customer where the transmission owner and the interconnection customer mutually agree to the transmission owner initially funding the network upgrade."

³⁶ See generally Docket No. ER 13-506-000 (where MISO filed an executed FSA reflecting a negotiated lump sum network upgrade charge payment as an alternative and in lieu of the monthly network upgrade charge provided under Attachment FF of the MISO Tariff in effect at that time).

³⁷ We note that consistent with Commission precedent the FSA implementing IPL's cost assignment specific to the Marshalltown GIA Shared Network Upgrades should not require a contribution to plant that has already been depreciated. See *Midcontinent Independent System Operator, Inc.*, 147 FERC ¶ 61,106, at P 72 (2014) ("calculation of the monthly Network Upgrade Charge [should] use a Project Net Plant value that reflects the Accumulated Depreciation of the network upgrades since they went into service as the basis for the Network Upgrade Charge...").

³⁸ We do not prejudge whether it would be just and reasonable to amend Attachment FF to provide for an option that allows for a stream of payments over time as mutually agreed to by parties to the Shared Network Upgrades and note that the provision of funding options for later-in-time interconnection customers jointly responsible for the cost of Shared Network Upgrades may be adequately addressed through the stakeholder process.

28. We will accept MISO's Schedule 26-B filing, effective May 6, 2016, as requested. We agree with MISO that proposed Schedule 26-B provides a just and reasonable mechanism for transferring a one-time lump sum payment between interconnection customers that are parties to a Shared Network Upgrade identified by MISO. Moreover, we find that in view of the disposition of the Marshalltown GIA above, the Joint Movants' concerns regarding proposed Schedule 26-B are allayed.

The Commission orders:

(A) The proposed Marshalltown GIA is hereby accepted, subject to condition, as discussed in the body of this order.

(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.

(C) The proposed Schedule 26-B is hereby accepted, as discussed in the body of this order.

By the Commission.

(S E A L)

Kimberly D. Bose,
Secretary.