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October 16, 2013

VIA ELECTRONIC FILING

Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First St., N.E.
Washington, D.C. 20426

**Re: Midcontinent Independent System Operator, Inc.
System Support Resources Agreement with Consumers Electric
Company Regarding Gaylord Units 1-3;
Docket No. ER14 - ____ -000**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d and Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations, 18 C.F.R. § 35, *et. seq.*, the Midcontinent Independent System Operator, Inc. (“MISO”) respectfully submits to FERC for approval a System Support Resources (“SSR”) Agreement by and between Consumers Electric Company (“Consumers”) and MISO. The SSR Agreement submitted herewith generally conforms to the *pro forma* agreement in Attachment Y-1 of MISO’s Open Access Transmission, Energy and Operating Reserve Markets Tariff (“Tariff”).¹

I. BACKGROUND

The SSR Tariff provisions permit MISO to negotiate compensation for selected Generation Resources² where a Market Participant desires to retire or suspend operation of a facility but MISO determines that the facility is needed to maintain system reliability.³ Market Participants must submit an Attachment Y Notice to MISO at least 26 weeks in advance of any plan to retire or suspend operation of a generation unit or a Synchronous Condenser Unit. Based upon information submitted by the Market Participant, and MISO’s knowledge of grid

¹ On September 21, 2012, the Commission conditionally approved amendments to the SSR provisions in the Tariff to become effective on September 24, 2012, subject to compliance filings. *See Midwest Indep. Transmission Sys. Operator, Inc.*, 140 FERC ¶ 61,237 (2012) (“SSR Order”); *see also Compliance Filing of the Midwest Indep. Transmission Sys. Operator, Inc.*, FERC eLibrary Accession No. 20121218-5147, Docket No. ER12-2302 (filed Dec. 18, 2012).

² Capitalized terms not otherwise defined herein have the meanings ascribed thereto in Section 1 of the Tariff.

³ *See generally* SSR Order at PP 2-4 (discussing the approval of the SSR provisions).

conditions, MISO will determine if the facility should be designated as an SSR Unit. Upon such designation, MISO will enter into agreements with Market Participants that own or operate an SSR Unit to allow for recovery of certain going-forward costs, offset by any expected payments for resource adequacy and net revenues from energy market transactions. The costs pursuant to an SSR agreement generally are assigned to the entities serving load in the affected control areas (*i.e.*, Load Serving Entities or “LSEs”).⁴

Consumers owns the subject facilities located near Gaylord in northern Michigan. These facilities include three generating units (Units 1-3, the “SSR Unit”) that provide approximately 40 MW of capacity. The Gaylord units are natural gas fired combustion turbines that were installed in 1968.

Consumers originally submitted to MISO an Attachment Y Notice, dated August 16, 2011, in which Consumers stated its intention to suspend Gaylord Units 1-4 for thirty-six months. The date for the beginning of the suspension was not stated on the Attachment Y form.

MISO completed its reliability analysis and notified Consumers in February 2012 that the Gaylord units would be SSR-designated until such time as appropriate alternatives could be implemented to mitigate reliability issues. MISO concluded that the proposed suspension of the Gaylord units would result in violations of specific, applicable reliability standards. MISO determined that four transmission reinforcements, due for completion by mid-2014, would be needed to resolve reliability problems. As a result, Gaylord units were designated SSRs until such time as appropriate alternatives could be implemented to mitigate reliability issues. Consumers later informed MISO that Unit 4 was inoperable, and had been placed in an outage status since April 2010. In later correspondence, Consumers stated its desire to suspend the Gaylord units at a later date, and October 1, 2013 was agreed upon by the parties to the SSR Agreement.

MISO began working with Consumers and the MISO Independent Market Monitor (“IMM”) to negotiate and develop an appropriate SSR agreement. Consumers submitted a draft SSR agreement for MISO’s consideration on August 23, 2013, and Consumers proposed a twelve (12) month SSR Agreement for the period between October 1, 2013 and September 30, 2014. Consumers has voluntarily continued operating Gaylord through the present time.

II. KEY ELEMENTS OF THE SSR AGREEMENT

MISO submits the enclosed SSR Agreement to the Commission for approval as a just and reasonable agreement to ensure Transmission System reliability in the MISO Region. The SSR Order required, among other things, that MISO: (1) submit an SSR agreement for Commission approval; (2) provide a description of alternatives that were evaluated; (3) discuss the estimated earliest termination date for the SSR Agreement; and (4) explain how MISO would ensure grid reliability once the SSR Unit retires.⁵ As discussed herein, the SSR Agreement maintains the

⁴ See Section 38.2.7.k of the Tariff (formerly Section 38.2.7.j).

reliability of the MISO system and, as the Tariff requires, provides for equitable compensation for the SSR Unit's continued availability.

A. Proposed Modifications to the Attachment Y-1 Form Agreement

As discussed herein, there are “novel legal issues or other unique factors” that justify departures from the *pro forma* SSR agreement⁶ and that are consistent with Commission precedent. Specifically, MISO proposes several modifications in the enclosed SSR Agreement to the form agreement found in MISO compliance filing in late 2012 that proposed slight modifications to the Attachment Y-1 found in MISO's Tariff,⁷ including:

(1) “MISO” is used throughout the Agreement to designate the current name for the Midcontinent Independent System Operator;

(2) Approval by the “Federal Energy Regulatory Commission” has been added as a clarifying change to Section 2.B.

(3) Section 3.A(3) has been modified to add “at least” before ninety days’ notice of termination to reflect MISO's intent to provide advance notice to Consumers;

(4) Section 3.A(5) recognizes that the Gaylord SSR Agreement would likely be renewed, under circumstances presently known to the parties, and acknowledges that a new approval process before the Commission would be required for such a renewal;

(5) Section 3.D recognizes that two-hour advance notice that is provided for under Section 7.A(2) of the *pro forma* agreement cannot be practically provided in writing;

⁵ SSR Order at P 10.

⁶ See *Midwest Indep. Transmission Sys. Operator, Inc.*, 142 FERC ¶ 61,170 (2013) (granting MISO the authority to depart from the Attachment Y-1 *pro forma* SSR Agreement); see also *New York Indep. Sys. Operator*, 139 FERC ¶ 61,180 (2012); *Pacific Gas and Electric Co.*, 128 FERC 61,175 (2009) (“The Commission recognizes that allowing non-conforming agreements may result in interconnection customers being treated differently, but nonetheless finds it to be necessary in certain situations.”); see e.g., *Midwest Indep. Transmission Sys. Operator*, 131 FERC 61,199, 62 (2010) (accepting non-conforming interconnection agreement is necessary to allow entities to retain the distinct status afforded to them by Minnesota law); *Florida Power & Light Co.*, 118 FERC ¶ 61,176 (2007) (permitting departure from *pro forma* indemnification provision in LGIA); *Midwest Indep. Transmission Sys. Operator*, 112 FERC 61,270 (2005) (granting departures from *pro forma* LGIA “because of the ownership structure of the wind generating facilities.”).

⁷ *Compliance Filing of the Midwest Indep. Transmission Sys. Operator, Inc.*, FERC eLibrary Accession No. 20121218-5147, Docket No. ER12-2302 (filed Dec. 18, 2012). The compliance filing is the basis for the redlined SSR Agreement in this filing.

(6) Sections 4.A(3) and 4.B(4) make Consumers' and MISO's representations based upon past and current agreements, but Sections 4.A(11) and 4.B(9) continue to state that representations made by the parties to the SSR Agreement are "continuing in nature throughout the term of this Agreement";

(7) Section 4.A(5) and (6) use the lower case for "prior agreement," recognizing that the term is not set out for special definition in either the SSR Agreement or MISO's Tariff;

(8) Section 7.C(3) contains a change from "purchase" to "dispatch" to more precisely describe the action taken by MISO towards the SSR Unit;

(9) A new provision has been added in Section 7.D clarifying that the SSR Unit will be subject to the Module E-1 capacity testing requirements that became effective on October 1, 2012, which are not included in the *pro forma* SSR Agreement.⁸ The Module E-1 capacity testing requirements will not preempt the approved Capacity Tests in Section 7.A of the Agreement;

(10) The Operation provisions in Section 8 have been revised to clarify maintenance, planning data, and delivery obligations to be consistent with other Tariff provisions.⁹ Section 8 contains certain changes necessary to align the SSR Agreement with the current structure of the MISO markets and the date upon which the SSR Agreement was finalized for filing. Section 8.A. clarifies that Participant shall follow MISO's outage scheduling system and that MISO shall approve or reject Generator Planned Outages in accordance with MISO's Business Practices Manuals. Section 8.B clarifies Participant's obligations to notify MISO of the availability of the SSR Unit. Section 8.C clarifies that MISO shall notify Consumers of the hours and levels, if any, that the SSR Unit is to operate through day-ahead commitment and real-time dispatch for system reliability. Section 8.C further clarifies that the set point in the real-time dispatch shall be considered the "Delivery Plan" for the purposes of the SSR Agreement. These changes ensure that MISO and Consumers have a common understanding of how the SSR Unit is to be made available to MISO for system reliability and the SSR Unit may be otherwise operated. Section 8.C also clarifies that all Offers from the SSR Unit during the term of the SSR Agreement shall be cost-based;

(11) The responsibilities for providing information regarding Operational Limitations is placed on the incorrect party in Section 8.B(3), and that matter is corrected in conformance with

⁸ On June 11, 2012, the Commission conditionally approved MISO's new Module E-1 Tariff language, to become effective on October 1, 2012. See *Midwest Indep. Transmission Sys. Operator, Inc.*, 139 FERC ¶ 61,199 (2012).

⁹ Section 38.2.5.g of MISO's Tariff requires that all Market Participants coordinate their Generator Planned Outage schedules with MISO, which occur through MISO's CROW procedures.

the general obligations on the Participant in Section 8.B and regarding the Environmental Limitations that are partly the topic of Section 8.B(3);

(12) The Payment Provisions in Section 9 are modified to reflect MISO Settlement provisions and the terms/conditions of Exhibit 2;¹⁰

(13) Section 9.D(7) has been amended to clarify that SSR payments are reduced if the Tested Capacity falls sort of the SSR Capacity (defined in Section 1.E) and if the SSR Unit does not fully respond to MISO dispatches under circumstances where the reductions are unexcused;

(14) Section 9.E was included to reference to the allocation of SSR Agreement costs to LSEs that benefit from the operation of the subject SSR Unit, in accordance with MISO Schedule 43D, which is being filed concurrently;

(15) Good Utility Practice, as that term is used in MISO's Tariff, is inserted into Section 10 to further explain the obligations to restore conditions to those contemplated by the SSR agreement following any material breach of the SSR Agreement;

(16) Section 13.A contains references to Indiana as the choice in law (the location of MISO's headquarters), made consistent with the provision in Section 11.A regarding monetary damages as provided for under Indiana law;

(17) Section 13.B(1)(c) includes a parenthetical definition of "Financing Person," a defined term that is later used in this same section of the *pro forma* agreement;

(18) Section 13.C contains re-lettering for clarity and readability purposes; and

(19) Exhibit 2 was drafted to provide a description of how Consumers will be compensated for the fixed component of costs and the variable component for instances where MISO dispatches Gaylord for system reliability purposes. Reference is made to the applicable Tariff Settlement provisions. Sections 9 has been adjusted to correspond to the compensation and settlement provisions arrived at by MISO and Consumers.

The proposed modifications are also generally consistent with the enhancements that were conditionally approved by the Commission in the SSR Order, and are just and reasonable given the subject SSR Unit.

B. Review of Feasible Alternatives and Stakeholder Involvement

¹⁰ Attachment Y-1 did not include Tariff details regarding cost recovery provisions when it was originally drafted, which are included in Exhibit 2 as required by the SSR Order. *See* SSR Order at P 140.

MISO notes that the SSR Agreement is being filed pursuant to Section 38.2.7 of the Tariff, and Attachment Y-1 of the Tariff, which, among other things, require MISO to “assess feasible alternatives”¹¹ to entering into an SSR Agreement. MISO has assessed available feasible alternatives to entering into this SSR Agreement, as described in more detail in the enclosed Exhibit C, Attachment Y Study Report.¹² These assessments cover the topics of new generation or generation dispatch, system reconfiguration and operation guidelines, demand response, and transmission projects.¹³

The attached Attachment Y Study report states the alternatives to the SSR Agreement that were reviewed. MISO determined that four transmission reinforcements, due for completion by mid-2014, would be needed to resolve reliability problems. Stakeholder meetings were held regarding Gaylord, including an East Subregional Planning Meeting in December 2012 and an East Technical Studies Task Force meeting in January 2013. No new generation was identified, generation re-dispatch would not mitigate all the issues observed, demand response is not available over large area in order to make it practical as an alternative, and reconfiguration would not resolve the reliability problems. No significant feedback from stakeholders was received to help resolve these matters regarding substitutes for an SSR arrangement.

Planned transmission upgrades that, after completion, would enable Gaylord to retire are stated in the attached Attachment Y Study. These projects are the ATC Straits Flow Control project, scheduled for completion during 2014, the Cottage Grove – East Tawas project scheduled for completion by the end of 2013, the Keystone to Hodenpyl Project that would rebuild a 138 kV line by the end of 2013, and the Twining – Alcona Project that would rebuild a 138 kV line by the end of 2013. The completion of all these transmission upgrades will resolve the need for Gaylord to be designated as an SSR Unit. Until these transmission upgrades are completed, Gaylord will be required for system reliability and the SSR Agreement is necessary to ensure continued system reliability.

C. Likely Timing for SSR Agreement Termination

The SSR Order requires that MISO report on its estimate of how long the SSR Agreement will need to remain in effect,¹⁴ and also directs MISO to modify the Attachment Y-1 *pro forma* SSR Agreement to include language that an SSR Agreement must not exceed a one-year term, except in exigent circumstances.¹⁵ As mentioned herein and in the attached

¹¹ Section 38.2.7.c of the Tariff.

¹² SSR Order at P 80; *see* Exhibit C, Attachment Y Study Report at 9-13 (providing: (a) a review of the outlook for new generation or generation re-dispatch, (b) consideration of system reconfiguration and the use of operating guidelines, (c) the potential for application of demand response or load curtailment options, and (d) transmission upgrades as a means of no longer needing the SSR Unit for system reliability.

¹³ *See* Exhibit C, Attachment Y Study Report at 9-13.

¹⁴ SSR Order at PP 134-135.

¹⁵ *Id.* at P 106.

Attachment Y Study, the approved transmission projects that would render continued service by Gaylord unnecessary are not scheduled for completion until mid-2014. Therefore, MISO expects that the SSR Unit status will be required until that time.

Pursuant to Section 38.2.7.1 of the Tariff,¹⁶ MISO must annually review the SSR Unit and grid characteristics to determine whether the SSR Unit is qualified to remain as an SSR Unit. Under both the Tariff and the *pro forma* Attachment Y-1 SSR Agreement, MISO retains the right to terminate this SSR Agreement prior to the end of the Term by giving ninety (90) days advance written notice to the Participant. MISO currently believes that the SSR Agreement may be required for at least the remainder of 2013 and a good portion of 2014. However, MISO does not anticipate entering into a subsequent SSR agreement with Consumers because the identified transmission upgrades are estimated to be in place before October 1, 2014. In accordance with Section 38.2.7e¹⁷ of the Tariff, the proposed term of the initial SSR Agreement will be twelve (12) months.

D. How MISO Will Maintain System Reliability After the SSR Agreement Terminates

As described in the Attachment Y Study Report, the proposed transmission upgrades will enable MISO to maintain system reliability when the SSR Agreement terminates.¹⁸ Once the transmission upgrades are complete, then the SSR Agreement will no longer be needed and MISO will terminate the SSR Agreement.¹⁹

E. Proposed Effective Date of SSR Agreement

MISO requests an October 1, 2013 effective date for the SSR Agreement. Consumers' final communications to MISO regarding Gaylord included a letter dated August 23, 2013²⁰ as well as agreement to October 1, 2013 as the starting date for the SSR Agreement. MISO's reliability analysis previously deemed Gaylord required for reliability, and Consumers was notified that the subject facilities qualified to become an SSR Unit. As required by the Tariff, MISO and Consumers entered into good faith negotiations over the proper compensation to include in the SSR Agreement. Through the present date, Consumers has maintained the availability of the subject SSR Unit (*i.e.* Gaylord Units 1-3 have remained available to maintain system reliability) pursuant to MISO's request, and Consumers has incurred costs that would otherwise be covered by the rate contained in the SSR Agreement. The SSR agreement and the associated Schedule 43D are being submitted as soon as possible following the complexities involved in working through the notification, evaluation, decision-making, and negotiation process.

¹⁶ See also former Section 38.2.7.j of the Tariff.

¹⁷ See also former Section 38.2.7.d of the Tariff.

¹⁸ SSR Order at PP 61-64.

¹⁹ See Section 3.F of SSR Agreement.

²⁰ See Exhibit B.

MISO respectfully requests that the October 1, 2013 effective date be granted either through waiver of the prior notice rule or by treating the SSR Agreement as a service agreement under the Commission's 30-day rule for such filings.²¹ The SSR Agreement is a *pro forma* agreement included in the Tariff, the executed versions of which are therefore service agreements. Also, good cause exists to grant the waiver of the prior notice rule. The delay in filing the SSR Agreement was a consequence, in part, of the fact that negotiation of the SSR Agreement could not be completed by the requested effective date, but the Tariff required the SSR Units to remain available. Notwithstanding this delay, Consumers has maintained its SSR Unit and ensured that it was available to maintain reliability.

The waiver is also required to permit MISO to comply with its Tariff and Commission precedent on the SSR program. Section 38.2.7 of the Tariff provides that SSR Units are due "equitable compensation" in exchange for maintaining availability past its required shut-down date, in this case, October 1, 2013. Moreover, in approving the SSR program, the Commission explained that the SSR Units should be "fully compensated" and that "nothing in the SSR program would require a generator to absorb any uncompensated going-forward costs."²² If the October 1, 2013 effective date is not granted for the SSR Agreement and the associated Schedule 43D, filed contemporaneously with this filing, then Consumers will have provided SSR service on an uncompensated basis while the required Tariff process took its course. This would be an inequitable outcome, and one that would seem to violate both the Tariff and Commission precedent.

For the foregoing reasons, MISO respectfully requests that the Commission waive its sixty (60) day notice requirement, as specified in Section 35.3(a) of the Commission's regulations, 18 C.F.R. § 35.3(a), and make the SSR Agreement effective as of October 1, 2013. To the extent that the Commission determines that any requirement of 18 C.F.R. § 35 apply that have not been specifically addressed herein, MISO respectfully requests waiver of such requirements.

²¹ Under the Commission's regulations, public utilities may adopt standard form service agreements which are included as part of the utility's tariff on file with the Commission. 18 C.F.R. § 35.10a(a). The Commission's regulations further provide that service agreements (defined at 18 C.F.R. § 35.2 as "an agreement that authorizes a customer to take electric service under the terms of a tariff") need only be filed within thirty days after service has commenced. 18 C.F.R. § 35.3(a)(2).

²² See also *Midwest Indep. Transmission Sys. Operator, Inc.*, 109 FERC ¶ 61,157, at P 293 (2004) ("Finally, we emphasize that all SSR units should be fully compensated for any costs incurred because of their extended service. For example, nothing in the SSR program would require a generator to absorb any uncompensated going-forward costs.").

F. SSR Cost Determination

Consistent with SSR Order,²³ MISO has negotiated in good faith with Consumers to develop just and reasonable rates to compensate Consumers for operating the SSR Unit. The enclosed Direct Testimony of Brian J. Labby supports such proposed rates.²⁴ The compensation provided to Consumers for its SSR Unit status is just and reasonable and is no more than necessary to maintain the availability of the SSR Unit for such time as needed to maintain reliability. The IMM and MISO have reviewed the financial operating cost information provided by Consumers for Gaylord and have agreed to a negotiated monthly amount of \$83,000 as equitable compensation for maintaining Gaylord in operational status.

Additional compensation, as described in Exhibit 2 to the SSR Agreement, is provided when Gaylord is dispatched. The SSR Agreement also contains equitable mechanisms to ensure that when the SSR Unit is dispatched, Consumers will not receive market revenues above variable generation costs.

While Consumers maintains that a higher level of cost recovery would be justified under the Tariff, Consumers has agreed to the negotiated rate contained in the SSR Agreement for the purposes of timely regulatory approval and certainty.

The SSR Agreement does not represent a “fully loaded” cost-of-service rate. As evidenced by Section 9 and Exhibit 2 of the SSR Agreement, the annual SSR compensation is limited to operations and maintenance (“O&M”) and related cost items. The rates do not include, for example, a rate of return on rate base, depreciation, or other cost components of a full cost-based rate.

The justness and reasonableness of the SSR Agreement compensation is also evidenced by the three-year operating cost history of the SSR Unit. As shown in the attached Direct Testimony, the history for the SSR Unit supports Consumers’ annual expenses for the categories covered by the SSR Agreement.²⁵ Adjustments from this cost history, to reflect expected costs considering the current operating state of the SSR Unit, are also included in the Direct Testimony.²⁶

Moreover, the termination clause of the SSR Agreement will permit MISO to terminate the agreement on 90 days’ notice in MISO’s sole discretion. This notice protects customers from having to pay the SSR costs for any longer than necessary to ensure system reliability.

²³ SSR Order at P 140.

²⁴ See Exhibit F.

²⁵ *Id.*

²⁶ *Id.*

G. SSR Cost Recovery

The Tariff requires that the costs associated with the subject SSR Agreement will be allocated to all LSEs that benefit from the operation of the SSR Unit, as proposed in the new Rate Schedule 43D. The allocation is consistent with revised Section 38.2.7.k of the Tariff (which the Commission conditionally approved in Docket No. ER12-2302²⁷) to allocate costs pursuant to the SSR Agreement to the LSEs that require the operation of the SSR Unit for reliability purposes. Consistent with the SSR Order,²⁸ MISO is contemporaneously submitting a new Rate Schedule 43D in a separate FERC filing to address cost recovery of the subject SSR costs.²⁹

III. DOCUMENTS SUBMITTED WITH THIS FILING

The documents submitted with this filing include the following:

- Exhibit A - Attachment Y Notice
- Exhibit B - Consumers' Letter for Start of SSR Agreement
- Exhibit C-Non-Public - Attachment Y Study Report
- Exhibit C-Public - Attachment Y Study Report
- Exhibit D - Redline of SSR Agreement
- Exhibit E - Clean version of SSR Agreement
- Exhibit F - Direct Testimony of Brian J. Labby

IV. EFFECTIVE DATE

MISO respectfully requests that the Commission waive its sixty (60) day notice requirement, as specified in Section 35.3(a) of the Commission's regulations, 18 C.F.R. § 35.3(a), and make this SSR Agreement effective as of October 1, 2013. To the extent that the

²⁷ SSR Order at P 153; *see also* former Section 38.2.7.j of the Tariff.

²⁸ SSR Order at P 155.

²⁹ MISO respectfully requests that the this filing and the related Rate Schedule 43F proceeding be consolidated, consistent with the Commission's practice to consolidate matters where there are common issues of law or fact and consolidation will ultimately result in greater administrative efficiency. *See e.g., Sw. Power Pool, Inc.*, 125 FERC ¶ 61,001, at P 26 (2008); *Startrans IO L.L.C.*, 122 FERC ¶ 61,306, at P 64 (2008); *PP&L Resources, Inc.*, 90 FERC ¶ 61,203, at 61,653 (2000).

Commission determines that any requirement of 18 C.F.R. § 35 apply that have not been specifically addressed herein, MISO respectfully requests waiver of such requirements.

V. NOTICE AND SERVICE

MISO has served a copy of this filing electronically, including attachments, upon all Tariff Customers under the Open Access Transmission, Energy and Operating Reserve Markets Tariff, MISO Members, Member representatives of Transmission Owners and Non-Transmission Owners, MISO's Advisory Committee participants, as well as all state commissions within the Region.

In addition, the filing has been posted electronically on MISO's website at <https://www.misoenergy.org/Library/FERCFilingsOrders/Pages/FERCFilings.aspx> for other interested parties in this matter.

VI. COMMUNICATIONS

Communications regarding this filing should be addressed to the following individuals, whose names should be placed on the official service list established by the Secretary in this proceeding:

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VII. CONCLUSION

For all of the foregoing reasons, MISO respectfully requests that the Commission accept the proposed SSR Agreement, grant the proposed effective date of October 1, 2013, and grant waiver of any Commission regulations not addressed herein that the Commission may deem applicable to this filing.

Hon. Kimberly D. Bose
October 16, 2013
Page 12 of 12

Sincerely,

/s/ Jeffrey L. Small

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