Where agreements exist between BAs that allow the sharing of contract path capacity or that recognize the timing of when contract path limits change due to equipment outages or derates, these agreement provisions will be allowed by (take precedent over) the standard provided the combined contract path capacity of the two BAs (reduced for any outages or derates) does not exceed the firm transmission service reservation limits or the firm and non-firm transmission scheduling limits for the two BAs as described in Section 1.4 and 1.4.1.  For example, the MISO-PJM Joint Operating Agreement contains a provision (Section 6.5) to share contract path capacity between the two BAs.  Likewise, the MISO-SPP Joint Operating Agreement contains a provision (Section 5.2) to share contract path capacity between the two BAs.  These Seams Agreements, as well as any interconnection agreements or settlement agreements that define how contract path capacity and its limits will be treated should be recognized by the standard and should not conflict with the standard language on honoring contract path limits.

It is MISO’s understanding that there was an attempt to address this issue in the standard by stating “to which Transmission Service Providers mutually agree they have the right to use the Tie Facilities”, but this language is vague, does not reference the existence of current or future agreements and may raise TSP/BA concerns that they have language in agreements that contradict standard language.  For this reason, MISO would like contract path agreements to be explicitly addressed in the standard such that a standard violation does not exist provided the combined utilization of the two BAs does not exceed combined contract path capacity of the two BAs (as adjusted for outages and derates).

Ex.

MISO-PJM JOA

* 1. **Sharing Contract Path Capacity.** If the Parties have contract paths to the same entity, the combined contract path capacity will be made available for use by both Parties.  This will not create new contract paths for either Party that did not previously exist.  PJM will not be able to deal directly with companies with which it does not physically or contractually interconnect and the Midwest ISO will not be able to deal directly with companies with which it does not physically or contractually interconnect.

MISO-SPP JOA

**Section 5.2          Sharing Contract Path Capacity.**  If the Parties have contract paths to the same entity, the combined contract path capacity will be made available for use by both Parties.  This will not create new contract paths for either Party that did not previously exist.  SPP will not be able to deal directly with companies with which it does not physically or contractually interconnect and the Midwest ISO will not be able to deal directly with companies with which it does not physically or contractually interconnect.

MISO-SPP-JP Settlement Agreement

2.3.2      Decreased MISO Contract Path Capacity.  MISO Contract Path Capacity will decrease through the following actions:

. . .

(5) outages of six (6) months (or more) for transformers and outages of four (4) months (or more) for all other types of transmission facilities.

MISO-Minnkota Coordination Agreement

## Section 5.2          Transmission Capacity Sharing

The Parties agree that once Xcel Energy’s Bison 345 kV substation has been constructed as an intermediate point on Minnkota’s Jamestown - Buffalo – Maple River 345 kV line, the Bison-Maple River 345 kV segment of this line will be eligible for transmission capacity sharing in recognition of the Fargo area load-serving benefits provided by the Bison-Alexandria 345 kV line, which was commissioned on April 2, 2015.  “Transmission capacity sharing” on this segment means that MISO and Minnkota will share their respective rights on the Bison-Maple River 345 kV line segment permitting either Party to use the segment as a transmission path for the purpose of granting transmission service.  Either Party is permitted to schedule flows across this line segment without the need to reserve or schedule transmission service under the other Party’s tariff.  Minnkota reserves the right to declare the Bison-Maple River 345 kV line segment as an RCF if necessary to prevent the line from becoming oversubscribed.  If the line becomes an RCF, Minnkota and MISO allocations will be combined as described in Article VI of this agreement.

## Section 10.6       Maintaining Contract Path Capacity During Transmission Outages.

There can be a situation (based on the transmission configuration of the Parties) where the outage of one or more transmission facilities (either a planned outage or a forced outage) could result in one Party’s load and/or generation being served radially from transmission facilities of the other Party.  Likewise, there can be a situation (based on the transmission configuration of the Parties) where the outage of one or more transmission facilities (either a planned outage or a forced outage) could result in reducing or eliminating contract path capacity between the Party experiencing the outage and another entity where the other Party also has contract path capacity with this entity.

Where both MISO and Minnkota have transmission connections back to the same load and/or generation or the same other entity, a planned or forced outage experienced by one Party will not be considered to have diminished the contract path capacity to that load and/or generation or other entity (i.e. the contract path is as if no outage has occurred) provided the other Party has sufficient unused contract path capacity remaining that is equal to or greater than the amount of contract path capacity that is lost due to the outage.  Where the other Party does not have sufficient unused contract path capacity remaining that is equal to or greater than the amount of contract path capacity that is lost due to the outage, the full amount of unused contract path capacity will be made available to the Party experiencing the outage provided that the other Party does not have an existing commitment on that unused contract path capacity for the expected duration of the outage.