

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 255-13

AN ORDINANCE

authorizing a coordinated functional registration agreement with Midcontinent Independent System Operator, Inc. (MISO) regarding select modeling, data and analysis reliability standards; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a coordinated functional registration agreement with Midcontinent Independent System Operator, Inc. (MISO) regarding select modeling, data and analysis reliability standards. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

COORDINATED FUNCTIONAL REGISTRATION AGREEMENT REGARDING SELECT MOD RELIABILITY STANDARDS

THIS AGREEMENT, (hereinafter "Agreement"), is entered into by the Midcontinent Independent System Operator, Inc. ("MISO"), and the Load Serving Entities ("LSEs"), Resource Planners ("RPs"), Transmission Operators ("TOPs"), and Transmission Planners ("TPs") that are signatories to this Agreement for the purpose of delineating responsibility for TOP, LSE, RP, and TP compliance obligations set forth in the following Modeling, Data, and Analysis ("MOD") Reliability Standards; MOD-001, Available Transmission System Capability; MOD-004, Capacity Benefit Margin; MOD-008, Transmission Reliability Margin Calculation and Methodology; MOD-030, Flowgate Methodology; as may be revised from time to time. Accordingly, the Parties agree to the following terms.

1. DEFINITIONS

Unless defined in this Section 1, any capitalized terms used in this Agreement shall have the meaning as defined by the North American Electric Reliability Corporation ("NERC") in the Glossary of Terms Used in NERC Reliability Standards ("NERC Glossary") or MISO Tariff ("Tariff"). If a capitalized term is defined in both the NERC Glossary and the Tariff, but not in this Section 1, the term shall have the meaning as defined in the NERC Glossary. If a capitalized term is defined in this Section 1, the term shall have the meaning as defined in this Section 1.

1.1 COORDINATED FUNCTIONAL REGISTRATION FORM ("CFR Form").

The form attached to this Agreement as Appendix 1 that delineates the responsibilities of the Parties to perform certain functions to comply with the following MOD Reliability Standards: MOD-001, Available Transmission System Capability; MOD-004, Capacity Benefit Margin; MOD-008, Transmission Reliability Margin Calculation Methodology; and MOD-030, Flowgate Methodology.

1.2 DEFAULT. As defined in Section 10.1 of this Agreement.

1.3 EFFECTIVE DATE. The effective date of this Agreement as specified in Section 11.1.

1.4 FERC OR COMMISSION. The Federal Energy Regulatory Commission, also known as FERC, or its successor."

1.5 MISO. The Midcontinent Independent System Operator, Inc. or any successor organization.

1.6 MISO REGION. That portion of the United States of America and Canada for which MISO is the Regional Transmission Organization.

1.7 MISO TRANSMISSION OWNERS AGREEMENT ("MISO TOA"). The Agreement of Transmission Owners to organize the Midwest Independent

Transmission System Operator, Inc., a Delaware Non-Stock Corporation, as may be amended from time to time.

- 1.8 **NERC.** The North American Electric Reliability Corporation, designated by FERC as the Electric Reliability Organization, or the successor organization, responsible for the oversight of Regional Entities established to ensure the reliability and stability of regions.
 - 1.9 **OPERATING PROTOCOLS.** The Operating Protocols are any protocols that the Parties develop pursuant to Section 4.3 of this Agreement to implement the Parties' responsibilities as delineated in the CFR Form and this Agreement.
 - 1.10 **PARTY OR PARTIES.** The entity or entities that have executed this Agreement.
 - 1.11 **REGIONAL ENTITY ("RE").** The Midwest Reliability Organization, ReliabilityFirst Corporation, SERC Reliability Corporation, or any successor organizations to these entities or any other entity approved by the Commission as an RE.
 - 1.12 **TARIFF.** The Open Access Transmission, Energy and Operating Reserve Markets Tariff, including all schedules or attachments thereto, of MISO as amended from time to time. The term Tariff shall endure to include any successor tariff or rate schedule approved by the Commission.
 - 1.13 **TRANSMISSION OWNER.** A person or business entity that owns and maintains transmission facilities and has executed the MISO TOA.
2. **RELATIONSHIP TO MISO TOA.** Nothing in this Agreement shall be construed or is intended to cause or effect a modification to the MISO TOA. This Agreement is intended to be separate from the MISO TOA. All rights and obligations currently existing under the MISO TOA remain.
3. **OPERATIONS**
- 3.1 **PURPOSE.** The purpose of this Agreement is to delineate the responsibilities between the Parties regarding compliance obligations set forth in the following MOD Reliability Standards: MOD-001, Available Transmission System Capability; MOD-004, Capacity Benefit Margin; MOD-008, Transmission Reliability Margin Calculation Methodology; and MOD-030, Flowgate Methodology, as may be revised from time to time, as required by Section 508.1 of the NERC Rules of Procedure.
 - 3.2 **RESPONSIBILITY FOR THE MOD RELIABILITY STANDARDS.** Within the MISO region, the Parties shall perform the responsibilities as delineated in the CFR Form. Only Parties delineated a responsibility will be liable for any non-compliance or penalties associated with failure to perform the responsibility.

- 3.3 **NOTICE OF DOCUMENT REQUEST.** If any request for documentation provided for by and/or pursuant to the MOD Reliability Standards addressed in this Agreement is received by a Party other than MISO, such Party shall forward the request to MISO for its formal response. In the event that a request is not provided to MISO, the Party that failed to forward the request to MISO shall indemnify MISO against any potential compliance-related liability or penalty and all costs associated with MISO's failure to respond to the request.
- 3.4 **PARTY OTHER THAN MISO RESPONSIBILITY.** (a) Pursuant to this Agreement, each Party other than MISO shall be responsible only for the responsibilities delineated to it in the CFR Form that relate to the function(s) for which it has a NERC registration (as specified in the signature block of this Agreement for the Party). (b) With the exception of those responsibilities delineated to MISO in the CFR Form, the Parties (other than MISO) each remain responsible for compliance with all NERC Reliability Standards and related registration and certification requirements applicable to them pursuant to their individual NERC functional registration(s).
- 3.5 **MISO REGISTRATION, CERTIFICATION.** MISO shall comply with NERC registration and certification requirements related to the various responsibilities delineated to it in the CFR Form and this Agreement.
- 3.6 **LIMITATION OF LIABILITY FOR NON-COMPLIANCE WITH STANDARDS.** No Party shall be responsible, nor held liable, for any alleged violation of a NERC or RE Reliability Standard by another Party: (a) arising out of the other Party's alleged non-compliance with the Reliability Standards applicable to the other Party pursuant to its NERC registered functions, or (b) for which it is registered but is not responsible pursuant to this Agreement and the CFR Form. Notwithstanding the foregoing, nothing in this Section 3.6 affects MISO's rights under Section 5.11 of Appendix 4C to the NERC Rules of Procedure and/or to submit a filing under Section 205 of the Federal Power Act to seek direct recovery of penalty costs assessed against MISO for confirmed violations of NERC Reliability Standards in accordance with Schedule 34 of the Tariff.

4. OPERATING PROTOCOLS AND SPECIFIC NERC REQUIREMENT ASSIGNMENT

- 4.1 **INITIAL ASSIGNMENT OF REQUIREMENTS.** MISO shall provide to the applicable REs and NERC, for the purposes of compliance monitoring and enforcement, the CFR Form and Operating Protocols. The CFR Form shall delineate compliance responsibility in the following manner: solely to MISO, to MISO and other Party(ies), or solely to other Party(ies), for each of the following NERC Reliability Standards, as may be revised from time to time: MOD-001, Available Transmission System Capability; MOD-004, Capacity Benefit Margin; MOD-008, Transmission Reliability Margin Calculation Methodology; and MOD-030, Flowgate Methodology.

4.2 **MODIFIED REQUIREMENTS.** When any of the NERC Reliability Standards referenced in this Agreement or the CFR Form is modified, the Parties shall enter into good faith negotiations to determine the Party(ies) that shall be responsible for performing the modified requirement, in which case the Parties may modify this Agreement or the CFR Form pursuant to Section 12 of this Agreement. Prior to or absent resolution by the Parties of the entity responsible for performing the modified applicable RE or NERC Reliability Standards requirement under this Agreement and the CFR Form, the entity(ies) specified in the CFR Form shall remain responsible for performing such requirement.

4.3 **OPERATING PROTOCOLS.** The Parties shall develop and maintain Operating Protocols in addition to the CFR Form that provide for specific data transfers, and other operational requirements that the Parties mutually agree are necessary to carry out the delineation of compliance responsibilities set forth in this Agreement and the CFR Form, when the need for such additional Operating Protocols is identified. The CFR Form only may be revised pursuant to Section 12. Any disputes relating to the development or maintenance of the Operating Protocols shall be resolved pursuant to Section 8 of this Agreement.

5. LIMITATIONS ON ACTIONS

5.1 **GOOD UTILITY PRACTICE.** The Parties shall not take any action pursuant to this Agreement, including but not limited to, carrying out its responsibilities as delineated in the CFR Form and the Operating Protocols that the Parties know or should know would result in damage to Facilities or injury to any person or that is not in accordance with Good Utility Practice.

5.2 **APPLICABLE LAWS.** The Parties shall not take any action pursuant to this Agreement, including but not limited to, carrying out its responsibilities as delineated in the CFR Form and the Operating Protocols that the Parties know or should know would cause a violation of applicable law or tariffs.

6. **COMPLIANCE AND SANCTIONS.** Compliance with and any associated sanctions related to NERC and applicable RE requirements, absent regulatory directive otherwise, shall be the responsibility of MISO and/or the other Party(ies) with the applicable NERC registrations (as specified in the signature block of this Agreement) that are assigned the responsibility pursuant to this Agreement or the CFR Form. Nothing in this Section 6 affects MISO's rights under Section 5.11 of Appendix 4C to the NERC Rules of Procedure^[See Footnote 1] and/or to submit a filing under section 205 of the Federal Power Act to seek direct recovery of penalty costs assessed against MISO for confirmed violations of NERC Reliability Standards in accordance with Schedule 34 of the Tariff.

7. CONFIDENTIALITY

7.1 **PARTIES OTHER THAN MISO.** (a) Except as specified in this Section 7, personnel of a Party performing responsibilities under this Agreement shall keep all information received from MISO or other entities relating to performance

under this Agreement, including but not limited to, carrying out its responsibilities as delineated in the CFR Form and the Operating Protocols confidential and shall not disclose such information to Market Participants (including wholesale marketing personnel that are part of the same company as the Party) or entities that it reasonably believes may become Market Participants. (b) The one exception to subparagraph (a) involves any entity with personnel who perform both Transmission Owner ("TO") or TOP functions and wholesale marketing functions at the time the entity executes this Agreement. For a Party with personnel who perform both TO or TOP functions and wholesale marketing functions, MISO shall have the authority to limit the information provided to that Party (provided that, MISO shall provide sufficient information to allow the Party to perform its responsibilities under this Agreement, the CFR Form, and Operating Protocols and to comply with NERC and RE requirements). Each Party with personnel performing both TO or TOP functions and wholesale marketing functions shall notify MISO of that fact, and, to the extent permitted by law, the Party shall not disclose confidential information to third-party Market Participants or third parties that it reasonably believes may become Market Participants. (c) Notwithstanding the above, by entering into this Agreement, no Party shall be obligated to restructure its operations in place as of the time of its execution of the Agreement to separate personnel. (d) To the extent that information to be disclosed is classified as Critical Energy Infrastructure Information ("CEII"), such information shall be disclosed only pursuant to the MISO CEII procedures.

7.2 **MISO.** MISO, its directors, officers, employees, contractors, and agents shall adhere to the Standards of Conduct set forth as Attachment A to the MISO TOA with regard to all activities related to this Agreement, the CFR Form, and the Operating Protocols.

7.3 **ADDITIONAL REQUIREMENTS.** All data provided under the Agreement shall be subject to the confidentiality provisions provided in this Section 7. For purposes of this Agreement, a Party other than MISO shall not be required to sign or comply with additional MISO confidentiality requirements, such as Attachment Z to the Tariff. Each Party shall release and hold the other Parties harmless from any unauthorized disclosures of confidential information. Each Party shall promptly establish and implement internal procedures to notify the other Parties if a Party becomes aware of any breaches of confidentiality.

8. DISPUTE RESOLUTION

8.1 **GENERAL.** All disputes arising under this Agreement, including but not limited to, disputes arising out of a Party's actions in carrying out its responsibilities as delineated in the CFR Form or the Operating Protocols shall be finally determined by binding arbitration in accordance with this Section 8.1, except disputes as to whether a Party is in Default and what the remedies should be with respect to any Default. The ruling of the arbitrator may be enforced by any court with jurisdiction over that matter.

- 8.2 **PROCEDURES.** Arbitration shall be conducted in accordance with the following procedures, and other procedures determined by the arbitrator that are consistent with the following. Within ninety (90) days of the Effective Date of the Agreement, the Parties shall seek to reach agreement on a roster of at least three (3) arbitrators who will be available to resolve disputes under this Agreement. If the Parties are unable to agree on at least three (3) arbitrators, MISO shall compile a list of all Parties' proposed arbitrators. Each Party shall have seven (7) days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to MISO. If a Party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that Party. From the persons that have been approved on all lists, and in accordance with the designated order of mutual preference consistent with the Rules of the American Arbitration Association, MISO shall inform the other Parties of the resulting top three (3) names. MISO shall contact each arbitrator in order of listed preference and determine which of the arbitrators is available and able to arbitrate the dispute within the time frames required. For each dispute subject to arbitration, MISO shall choose one (1) of the arbitrators from the three (3) or more arbitrators identified pursuant to this Section, based on the arbitrators' availability. Upon written notice of a dispute provided to all affected Parties, the arbitrator shall convene a hearing within seven (7) calendar days of the written notice. At the hearing, the affected Parties each shall have the opportunity to make arguments, offer evidence by way of oral testimony and exhibits, and cross examine, provided that the hearing shall be concluded within one (1) day to the extent practicable. The arbitrator then shall issue a decision no later than three (3) Business Days after conclusion of the hearing. The affected Parties may submit written pre-hearing statements prior to the hearing. The arbitrator shall be responsible for the conduct of the hearing. The Parties involved in the arbitration shall share equally the joint costs and fees of the arbitration as well as bearing their own costs. If one or more arbitrators become unavailable, the Parties shall choose a replacement(s) to the roster consistent with the voting in Section 12.4 of this Agreement.

9. INSPECTION AND AUDITING PROCEDURES

- 9.1 **PARTIES OTHER THAN MISO.** Each Party to this Agreement other than MISO shall provide MISO with access to its books and records and facilities as necessary to allow MISO to determine compliance with this Agreement, the CFR Form, and Operating Protocols. Such access shall be upon reasonable notice, at reasonable times, and under reasonable conditions.
- 9.2 **MISO.** MISO shall provide the Parties other than MISO with access to its books and records and facilities as necessary to allow determination of compliance with this Agreement, the CFR Form, and Operating Protocols. Such access shall be upon reasonable notice, at reasonable times, and under reasonable conditions.

10. DEFAULT AND NON-PERFORMANCE

- 10.1 **DEFAULT.** If a Party fails to correct the non-performance or fails to dispute the allegation of non-performance as provided in Section 10.2, or the Party is found to be a non-performing Party through the dispute resolution provisions in Section 8 and fails to correct the non-performance as provided in Section 10.2 then the Party shall be considered to be in Default.
- 10.2 **NON-PERFORMANCE.** Any failure to carry out any term of this Agreement, including but not limited to, carrying out its responsibilities as delineated in the CFR Form and the Operating Protocols shall be considered non-performance. A Party alleging non-performance shall provide written notice of such allegations to the alleged non-performing Party. After receiving written notice of non-performance, the alleged non-performing Party shall have seven (7) calendar days (or some other time period agreed to by the Parties) to respond to the notice, correct the non-performance or dispute the allegation of non-performance pursuant to the provisions of Section 8.
- 10.3 **REMEDY FOR DEFAULT.** One or more Parties, individually or collectively, may seek appropriate remedies in court, including, but not limited to, specific performance and equitable relief, in the event of a Default by another Party.

11. TERM, TERMINATION, EFFECTIVENESS, WITHDRAWAL

- 11.1 **EFFECTIVE DATE AND TERM.** This Agreement shall be filed at the REs. The Effective Date of this Agreement shall be as provided in Section 11.2. This Agreement shall remain in effect for two (2) years from the Effective Date and shall remain in effect from year to year thereafter unless either (a) MISO or (b) a simple majority of the Parties other than MISO then subject to this Agreement give one (1) year advance notice in writing that they wish to terminate this Agreement.
- 11.2 **DETERMINATION AND LIMITATIONS ON EFFECTIVENESS.** The Agreement shall become effective on the date set forth in the RE documents accepting or approving the Agreement; and any modifications requested by the REs are accepted.
- 11.3 **TERMINATION.** In the event that MISO or other Parties give notice to terminate this Agreement in accordance with Section 11.1 of this Agreement, such termination shall not be effective until suitable arrangements for the provision of its compliance responsibilities delineated in this Agreement and the CFR Form are in place. Suitability of the arrangements will be determined by the Parties other than the Party(ies) providing the notice to terminate and by NERC.
- 11.4 **WITHDRAWAL.** A Party may withdraw from this Agreement at any time, provided such Party gives at least three (3) months advance notice of its intent to do so.

- 11.5 **RIGHTS AND RESPONSIBILITIES.** Each Party shall be subject to the rights and responsibilities under this Agreement, including any actions or inactions related to performing its responsibilities as delineated in the CFR Form and the Operating Protocols occurring prior to the date on which the Party's withdrawal from this Agreement or the termination of this Agreement, as applicable, becomes effective.

12. MODIFICATIONS AND AMENDMENTS

12.1 RESERVED.

- 12.2 **OTHER MODIFICATIONS OR CONDITIONS.** Except as provided in Section 12, the Parties intend that there will be no other modifications or conditions to this Agreement. Notwithstanding anything to the contrary in this Agreement, in the event of any changes in NERC, Commission, RE, or Tariff requirements that materially affect this Agreement, the Parties will negotiate in good faith appropriate changes to this Agreement. Unless the Parties agree to such changes as provided in Section 12.4, they will refer the issues to dispute resolution under Section 8.

- 12.3 **STANDARD OF REVIEW.** Absent the agreement of the Parties as detailed in Section 12.4, the standard of review for changes or conditions to this Agreement, whether proposed by a Party, or the Commission acting *sua sponte*, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" standard). As to any non-contracting third party, the standard of review shall be the most stringent standard permissible under applicable law.

- 12.4 **VOTING FOR ACCEPTANCE OF MODIFICATIONS OR CONDITIONS.** This Agreement and the CFR Form may be modified or conditioned only by a simple majority affirmative vote of the Parties other than MISO with the assent of MISO; provided, however, (a) no such modification or condition may be imposed on a Party that does not agree to the modification or condition to the extent that the modification or condition will prevent the Party being in compliance with NERC or RE requirements, and (b) to the extent that a modification or condition relates solely to a specific NERC registered function, only those Parties that are registered for such function (as specified in the signature block of this Agreement) may vote with regard to the proposed modification or condition and the modification or condition will become effective only upon a simple majority affirmative vote of the Parties registered for the specific NERC function.

13. MISCELLANEOUS PROVISIONS

- 13.1 **ASSIGNMENT.** Each Party may assign its rights and obligations under this Agreement to another entity subject to the following: (a) assignment by MISO of this Agreement in its entirety, including all responsibilities delineated to it in the

CFR Form, to another entity, must be approved by a simple majority of all of the Parties other than MISO; (b) assignment by MISO of an individual responsibility delineated to it in the CFR Form or this Agreement, to another entity, must be approved by a simple majority of the Parties other than MISO with the NERC functional registrations (as specified in the signature block of this Agreement) related to the responsibility being assigned; (c) assignment by a Party other than MISO of this Agreement in its entirety, including all of the responsibilities delineated to it in the CFR Form, or of any individual responsibility delineated to it in the CFR Form or this Agreement, to another entity, must be approved by MISO but not by any other Party. Approvals required by this Section 13.1 shall not be unreasonably withheld.

- 13.2 **JURISDICTION.** By entering into this Agreement and notwithstanding any provision in this Agreement, the Parties are not in any way agreeing individually or collectively that their activities under this Agreement are subject to Commission jurisdiction. In addition, nothing in this Agreement shall be construed: (a) to confer Commission jurisdiction over Parties that are not public utilities; or (b) as a consent or waiver with respect to such jurisdiction; or (c) to cause a non-public utility to take any action or participate in any filing or appeal that would confer Commission jurisdiction over a non-public utility or require a non-public utility to comply with any order or rule issued by the Commission. A Party's actions, decisions, and performance under this Agreement, including without limitation the exercise of its rights to withdraw from or terminate this Agreement, shall not be subject to Commission approval.
- 13.3 **RESERVATION OF RIGHTS.** Nothing in this Agreement shall affect a Party's rights to argue issues that are not resolved pursuant to this Agreement in proceedings at the REs, NERC, the Commission and in the courts.
- 13.4 **ADDITIONAL SIGNATORIES.** The Parties agree that any additional person or business entity required to comply with MOD-001, Available Transmission System Capability; MOD-004, Capacity Benefit Margin; MOD-008, Transmission Reliability Margin Calculation Methodology; and MOD-030, Flowgate Methodology, as may be revised from time to time, may become a signatory to this Agreement, subject to receiving the approval of MISO, so long as the additional person or business entity agrees to be bound by the provisions of this Agreement, and if not a Member of MISO, provide appropriate compensation to MISO, as determined by MISO.
- 13.5 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Delaware.
- 13.6 **COMPLETE AGREEMENT.** This Agreement shall constitute the complete agreement of the Parties on the subject matters covered herein.
- 13.7 **FORCE MAJEURE.** No Party shall be considered to be in breach of this Agreement to the extent that a failure to perform its obligations is due to an

“Uncontrollable Force.” The term “Uncontrollable Force” means an event or circumstance which prevents one Party from performing its obligations, which event or circumstance is not within the reasonable control of, or the result of the negligence of the claiming Party, and which by the exercise of due diligence, or Good Utility Practice, the claiming Party is unable to avoid, cause to be avoided, or overcome. Any Party rendered unable to fulfill any of its obligations by reason of an Uncontrollable Force shall give immediate notice of such fact to the other Parties and shall exercise due diligence to remove such inability within a reasonable time period. If a Party is unable to perform actions under this Agreement due to the actions of an independent third party (e.g. not a consultant or affiliate of the Party), that shall be considered an Uncontrollable Force.

- 13.8 **NO AGENCY RELATIONSHIP.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between or among the Parties, or any of the Parties, or to impose any partnership obligation or partnership liability upon any of the Parties. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or act as, or be, an agent or representative of, or otherwise bind, any other Party. Tasks undertaken or transferred to a Party shall be independently performed by that Party.
- 13.9 **REPRESENTATIONS AND WARRANTIES.** Each Party warrants that it possesses the necessary authority to enter into and agree to this Agreement.
- 13.10 **EXECUTION BY COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and upon execution of a counterpart by each of those Parties each executed counterpart shall have the same force and effect as an original instrument as if each of those Parties had signed the same instrument.
- 13.11 **NO THIRD-PARTY BENEFICIARIES.** Except as otherwise provided herein, this Agreement is not intended to, and does not create, any rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 13.12 **NO MARKET PARTICIPANT.** The performance of functions described in this Agreement shall not cause a Party to become a Market Participant.
- 13.13 **NOTICE.** Each Party shall designate an individual to receive notice under this Agreement by providing the individual’s name, address, phone number, and email address to MISO. MISO shall maintain the list of individuals to receive notice. It shall be the responsibility of each individual Party to update its notice information when necessary.
- 13.14 **INVALIDITY.** Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

- 13.15 **CAPTIONS.** Captions are for convenience only and shall not be deemed part of the contents of this Agreement.
- 13.16 **WAIVER.** The waiver of any of the rights or remedies arising pursuant to this Agreement on any occasion by any Party shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Coordinated Functional Registration Agreement Regarding Select MOD Reliability Standards to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

Name:

Company:

NERC Functional Registrations:

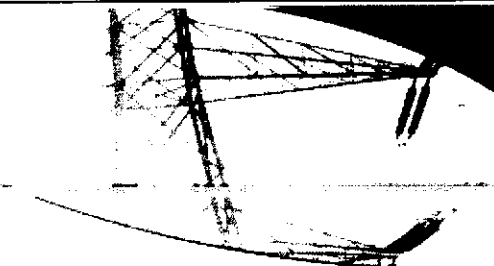
Date:

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

  								
LEAD CFR ENTITY:		Midcontinent Independent System Operator, Inc.						
CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-001-1a	R1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO chooses the transfer capability calculation methodology. The selection of the Flowgate methodology and confirmation of time horizons for which AFCs are calculated is described in the ATCID.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-001-1a	R6.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. In accordance with FAC-014, the signatory Transmission Operators provide MISO with their respective System Operating Limits (SOLs). MISO is responsible for using assumptions no more limiting than the planning of operations when calculating TFC. MISO is responsible for providing a copy of assumptions used to calculate TFC.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	LSE	MOD-004-1	R3	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Load Servings Entities, but allows LSEs to participate in the existing process to make certain that all needs are addressed. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	LSE	MOD-004-1	R3.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Load Servings Entities, but allows LSEs to participate in the existing process to make certain that all needs are addressed. MISO calculates CBM within its footprint, and creates, maintains and distributes the CBMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	LSE	MOD-004-1	R3.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Load Servings Entities, but allows LSEs to participate in the existing process to make certain that all needs are addressed. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	RP	MOD-004-1	R4	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Resource Planners, but allows RPs to participate in the existing process to make certain that all needs are addressed. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	RP	MOD-004-1	R4.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Resource Planners, but allows RPs to participate in the existing process to make certain that all needs are addressed. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	RP	MOD-004-1	R4.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Resource Planners, but allows RPs to participate in the existing process to make certain that all needs are addressed. MISO calculates CBM within its footprint, and creates, maintains and distributes the CBMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TP	MOD-004-1	R6.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Planners. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TP	MOD-004-1	R6.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Planners. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TP	MOD-004-1	R6.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Planners. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TP	MOD-004-1	R8.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Planners. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TP	MOD-004-1	R9.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Planners. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TP	MOD-004-1	R9.1	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Planners. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TP	MOD-004-1	R9.2	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Planners. MISO calculates CBM within its footprint, and creates, maintains, and distributes the CBMID.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO calculates TRM within its footprint. MISO creates, maintains and distributes the TRMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R1.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO calculates TRM within its footprint. MISO creates, maintains and distributes the TRMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R1.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO calculates TRM within its footprint. MISO creates, maintains and distributes the TRMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R1.3.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO calculates TRM within its footprint. MISO creates, maintains and distributes the TRMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R1.3.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO calculates TRM within its footprint. MISO creates, maintains and distributes the TRMID.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R1.3.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO calculates TRM within its footprint. MISO creates, maintains and distributes the TRMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R1.3.3.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO calculates TRM within its footprint. MISO creates, maintains and distributes the TRMID.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO will only use the components of uncertainty from R1.1 to establish TRM, and will not include any of the components of Capacity Benefit Margin (CBM).
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R3.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO creates, maintains, and distributes the TRMID. MISO shall make available its TRMID, and if requested, underlying documentation (if any) used to determine TRM, in the format used by the Transmission Operator, to any of the following who make a written request no more than 30 calendar days after receiving the request.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R4.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO calculates TRM for all Transmission Operators within its footprint. MISO will establish TRM values in accordance with the TRMID at least once every thirteen (13) months.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-008-1	R5.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO calculates TRM for all signatory Transmission Operators within its footprint. MISO will provide the TRM values to its Transmission Service Provider(s) and Transmission Planner(s) no more than seven (7) calendar days after a TRM value is initially established or subsequently changed.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.1.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.1.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.1.3.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.2.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.2.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.2.3.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.3.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.4.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.4.1	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.

Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.1.4.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations; so MISO is responsible for all of R2.1.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations. MISO is responsible for creating, modifying, or deleting Flowgate definitions at least once per calendar year.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.3.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible for maintaining the list of Flowgates included in AFC calculations. MISO is responsible for creating, modifying, or deleting Flowgates that have been requested as part of R2.1.4 within thirty calendar days from the request.

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CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.4.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. In accordance with FAC-014, the signatory Transmission Operators provide MISO with their respective System Operating Limits (SOLs).
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.5.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. In accordance with FAC-014, the signatory Transmission Operators provide MISO with their respective System Operating Limits (SOLs).

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.5.1.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. In accordance with FAC-014, the signatory Transmission Operators provide MISO with their respective System Operating Limits (SOLs). Shared for the purpose of attestation. MISO responsibility for CFR with Rate Schedule reflecting signatory Transmission Operators supplying facility ratings.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R2.6.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO is responsible and will provide the TFCs to its Transmission Service Provider functional elements within seven calendar days of their establishment.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R3.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators.

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CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc. Signatory Transmission Operators	TOP	MOD-030-2	R3.1.	Split	MRO, RFC, and SERC	The signatory Transmission Operators are responsible for providing MISO with generation facility ratings for the Facilities within the signatory Transmission Operator's system. MISO is responsible for using the generation facility ratings provided by the signatory Transmission Operators to update the Transmission model.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc	TOP	MOD-030-2	R3.2.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R3.3.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators.

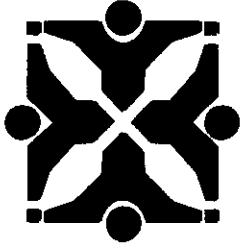
Appendix 1

CFR ID#	NERC ID#	Company Name of CFR Participant	Function	Standard	Requirement	Responsibility	Region	Description of CFR Agreement
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc., Signatory Transmission Operators	TOP	MOD-030-2	R3.4.	Split	MRO, RFC, and SERC	Signatory Transmission Operators are responsible for providing modeling data and system topology for the Facilities within the signatory Transmission Operators system. MISO is responsible for using the modeling data and system topology provided by the signatory Transmission Operators to update the model using the information provided by signatory Transmission Operators when it updates its Transmission model [using Model On Demand], and assuring that its Transmission model contains modeling data and system topology for the Facilities within its Reliability Coordinator's Area.
NEW CFR##	NCR00826	Midcontinent Independent System Operator, Inc.	TOP	MOD-030-2	R3.5.	Whole	MRO, RFC, and SERC	MISO is wholly responsible for this requirement for signatory Transmission Operators. MISO will assure that the Transmission model contains modeling data and system topology (or equivalent representation) for immediately adjacent and beyond Reliability Coordination Areas.

MISO Contact Information

Once you have executed the Agreement, please email the executed signature page to Gail Krebsbach (gkrebsbach@misoenergy.org).

MISO Compliance Services will facilitate execution of the Agreement by all parties as well as the filing of the Agreement with the regional entities. Please contact Gail Krebsbach or Michele Steele (msteele@misoenergy.org) with any questions.



Source: Water & Light

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: Sep 3, 2013

Re: Coordinated Functional Registration Agreement with Midcontinent Independent System Operator Inc.

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an Agreement to delineate the responsibilities between Midcontinent System Operator Inc. and City of Columbia, Water and Light regarding compliance obligations.

DISCUSSION:

Within the Midcontinent System Operator Inc. (MISO) region, the Parties shall perform the responsibilities as delineated in the Coordinated Functional Registration Agreement with MISO. The Purpose of this Agreement is to delineate the responsibilities between Midcontinent System Operator Inc. and City of Columbia, Water and Light regarding compliance obligations. Only Parties delineated a responsibility in the Agreement will be liable for an non-compliance or penalties associated with failure to perform the responsibility.

FISCAL IMPACT:

None

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None

SUGGESTED COUNCIL ACTIONS:

Approve this Agreement delineating the responsibilities between Midcontinent System Operator Inc. and City of Columbia, Water and Light regarding compliance obligations.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?		Federal or State mandated?	
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?		Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?		Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?		Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?		Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?		Fiscal year implementation Task #	