In accordance with the procedures under which the Parties provide Interconnection Service, each Party will coordinate with the other to conduct any studies required in determining the impact of a request for generator or merchant transmission interconnection, and will engage in certain other activities provided under this section 9.4. Results of such coordinated studies will be included in the impacts reported to the interconnection customers as appropriate. For the purposes of this section, “DP1” shall mean Decision Point I in regard to the MISO OATT and Decision Point One in regard to the SPP OATT. “DP2” shall mean Decision Point II in regard to the MISO OATT and Decision Point Two in regard to the SPP OATT. For the purposes of this section, the term “cluster” shall mean a group of interconnection requests in a study cycle being studied on a common timeline, and which will proceed into Decision Point 1 (DP1) at the same time. The process for coordination of Interconnection Studies and Network Upgrades will include the following:

I. General Coordination Process

The rules contained in this section shall apply to all clusters, interconnection customers, and interconnection requests regardless of whether such clusters, interconnection customers, or interconnection requests are included in the Joint Targeted Interconnection Queue (“JTIQ”) Screening Group as described in Section 9.4(II) or not included in a JTIQ Screening Group, as described in Section 9.4(III) of this Agreement:

(a) Consistent with the data exchange provisions of this Agreement, the Parties will exchange modeling data as necessary for the study and coordination of interconnection requests. This will include associated updates to modeling data as necessary to reflect the other Party’s relevant queue requests, contingency elements, monitored elements, planned upgrades, and other data as may be required.

(b) The direct connect Party shall identify potential impacts on the Affected System when conducting its own System Impact Study of new Interconnection Requests. Potential impacts on the Affected System shall be communicated to the potentially impacted Party by the direct connect Party. The potentially impacted Party shall, in accordance with applicable procedures, guidelines, criteria, and standards, make the final determination of whether its system is impacted by requests on the direct connect system and identify the Network Upgrades necessary to mitigate such impacts. The direct connect Party will be responsible for communicating the results of the potentially impacted Party’s analysis to the direct connect Party’s interconnection customers. If a Party identifies potential impacts on its system as a result of an interconnection request by the other Party’s interconnection customer(s), the potentially impacted Party shall provide any supporting models or analysis to the applicable
interconnection customer upon request, subject to the same requirements and limitations applicable to that Party's own interconnection customer.

(c) The relative queue position for interconnection requests in the MISO or SPP interconnection queues will be determined by the date on which DP1 closes for the respective cluster. The interconnection requests included in the cluster study having the earlier deadline will have higher queue priority. For all study request clusters prior to the MISO DPP 2020 cycle and SPP DISIS-2018-001 cluster, the following deadlines for each Party will be used to establish the queue priority rather than DP1 deadlines:

(i) The MISO M2 milestone payment submission deadline per the MISO OATT.

(ii) The SPP deadline to submit a request into the Definitive Interconnection System Impact Study (DISIS) per the SPP OATT.

Interconnection requests in MISO and SPP will not be considered to have equal queue priority. In the event that the deadlines of each RTO’s DP1 fall on the same date, queue priority for such Interconnection Requests shall be established based on each RTO’s respective anticipated start date for DP2 calculated as of the close of DP1, with the earlier start date having higher queue priority.

( d c) Studies to be performed to determine the impacts of the proposed interconnection on the potentially impacted Party will be conducted as follows:

(i) The transmission reinforcement and study criteria used in the potentially impacted Party’s System Impact Studies will conform to and incorporate the provisions contained in the Parties’ respective business practices and the OATTs.

(ii) The SPP and SPP Transmission Owner study procedures, planning criteria, and cost allocation provisions will apply to the studies performed to determine the impacts on the SPP transmission system when SPP evaluates the impact on SPP transmission facilities of MISO interconnection requests. SPP’s modeling criteria applicable to NRIS requests in SPP will also apply to MISO requests seeking NRIS in MISO. for the amount of NRIS being requested in MISO. SPP’s modeling criteria applicable to ERIS requests in SPP will also apply to MISO requests seeking ERIS in MISO. for the amount of ERIS being requested in MISO. Modeling details that SPP will use when SPP is the Affected System can be found in Section 19 of the Guidelines for Generator Interconnection Requests.
The MISO and MISO Transmission Owner study requirements, planning criteria, and cost allocation requirements will apply to studies performed to determine impacts on the MISO transmission system when MISO evaluates the impact on MISO transmission facilities of SPP interconnection requests. During the course of MISO’s Affected System Interconnection Study, MISO shall apply Energy Resource Interconnection Service (ERIS) criteria to all of SPP’s Interconnection Request(s). Detailed information about the modeling process and assumptions used by MISO for such analysis when MISO is the Affected System are located in MISO’s Generator Interconnection Business Practices Manual, BPM-015 at section 6.

If a Party identifies a criteria violation on a tie line path interconnecting the SPP and MISO transmission systems and the limiting element(s) on such tie line path is not under the control or ownership of the Party that identified the criteria violation, then the limiting element(s) for the tie line path will be required to be upgraded such that it is no longer a limiting element. Such upgrade shall be processed in accordance with the business practices and OATT of the Party that owns or controls the limiting element(s).

During the course of Affected System studies, each Party will sink the output of the other Party’s interconnection requests in the same area or subregion, if applicable, as the host RTO.

If the Parties cannot mutually agree on the nature of the studies to be performed, they can resolve the differences through the dispute resolution procedures documented in Article XIV of this Agreement.

The identification of all impacts on the Parties’ transmission systems shall include a description of the required Network Upgrade(s), and corresponding planning level cost estimates and construction schedule estimates.

Construction of any Network Upgrades on the Affected System will be subject to the terms of the impacted Party’s OATT, agreement among owners of transmission facilities subject to the control of the impacted Party and consistent with applicable federal, state or provincial regulatory policy.
In the event that Network Upgrades are required on the potentially impacted Party’s system, then such Network Upgrades shall be documented as a condition for full Interconnection Service in the interconnection agreement executed by the direct connect system. Additionally, the Parties will mutually agree on milestones with respect to the Network Upgrade construction and the amount of service that can commence after each milestone.

Each Party will maintain a separate interconnection queue. The Parties will maintain a listing of interconnection requests for all interconnection projects that have been identified as potentially impacting the systems of the other Party. This information will be publicly posted on the Parties’ respective websites.

II. Coordination Procedure for JTIQ Participation Group

The rules and procedures contained in this section shall apply to projects approved for inclusion in a JTIQ Portfolio and analysis of clusters, interconnection customers, and interconnection requests that have been designated for participation in a JTIQ Participation Group. The rules and procedures contained in this Section II—and not the rules and procedures contained in Section III—shall apply to interconnection requests and customers that have been designated for participation in a JTIQ Participation Group.

A. Adoption of JTIQ Portfolio: The parties may from time to time identify a portfolio (“JTIQ Portfolio”) of Network Upgrades with a minimum voltage of 345 kV (“JTIQ Upgrades”) to be constructed in one or both the Parties’ transmission systems that the Parties have determined will more efficiently and reliability facilitate the interconnection of multiple clusters of interconnection requests in both Parties’ queues.

1) The Parties shall coordinate in the identification and study of potential JTIQ Upgrades for inclusion in JTIQ Portfolios. Such coordination shall include, at a minimum: (i) meetings to be held periodically between representatives of each Party for the purposes of considering potential JTIQ Upgrades for inclusion in a JTIQ Portfolio and, as appropriate, enhancements to JTIQ processes; (ii) the exchange of study data relating to potential JTIQ Upgrades for inclusion in a JTIQ portfolio; and (iii) the presentation of study results and potential plans for future JTIQ Portfolios to both Parties’ stakeholders at least annually.

2) The Parties shall, after consultation, present the same JTIQ Portfolio to their respective Board of Directors for approval in their respective regional transmission plans as JTIQ Upgrades. No costs for a JTIQ Upgrade or JTIQ Portfolio may be assigned to interconnection customers, or load serving entities until such time as such Party’s Board of Directors has approved the JTIQ
Portfolio containing the JTIQ Upgrades. This section shall not be construed to prevent either Party from approving a transmission project as part of its own transmission plan without the consent of the other outside of the JTIQ process where no portion of the costs of such project or portfolio are to be borne by the interconnection customers, Transmission Owners, load serving entities, or market participants of the non-approving Party.

B. Cost allocation for JTIQ Portfolios:

1) Capital costs

   a) Except as provided herein, ninety percent (90%) of the total capital costs (i.e., engineering and construction costs, and applicable carrying costs and income tax impacts) for each of the JTIQ Upgrades in the JTIQ Portfolio shall be assigned to the interconnection customers included in the JTIQ Participation Group.

   b) Ten percent (10%) of the total capital costs (i.e., engineering and construction costs, and applicable carrying costs and income tax impacts) for each of the JTIQ Upgrades in the JTIQ Portfolio shall be allocated to load. Each Party’s share of the ten percent allocation of costs to load shall be based on the anticipated annual economic benefits of the JTIQ Portfolio to the transmission customers of each Party. Benefits are measured for a JTIQ Portfolio by the estimated change in the benefit metric with and without the incorporation of the JTIQ Portfolio. The benefit metric is based upon the impact of the JTIQ Portfolio on adjusted production cost (APC), which is adjusted to account for purchases and sales. Each Party’s adjusted production cost represents the summation of the adjusted production cost for each Party’s region. Each Party will recover its share of the costs of the JTIQ Portfolio allocated to load pursuant to its regional OATT.

2) Operations and maintenance expenses:

   a) One Hundred Percent (100%) of the annual non-capital costs associated with network upgrades included in a JTIQ Portfolio (i.e., operation and maintenance costs (“O&M”), administrative and general (“A&G”), general and intangible plant depreciation and amortization, and taxes other than income taxes, etc.) allocable to the JTIQ Upgrades included in a JTIQ Portfolio shall be allocated to load as follows:

      i. Non-capital costs associated with the ten percent total capital cost allocation to load provided in Section 9.4.II.B.1(b) shall be allocated between the Parties’ regions using the same formula and benefits metrics as used for allocating the ten percent (10%) of project capital costs to load. Each Party shall recover its share
of ten percent (10%) non-capital costs for the JTIQ Portfolio consistent with its regional OATT.

ii. All other annual non-capital costs associated with the JTIQ Portfolio shall be paid for on a project-specific basis consistent with each Party’s regional OATT.

3) Study costs: One hundred percent (100%) of JTIQ study costs shall be allocated to interconnection customers included in the JTIQ Participation Group as a separate charge to those interconnection customers calculated on a dollar per MW basis.

C. Responsibility to Construct: Each Party shall assign to the applicable Transmission Owner(s) and maintain through its tariff, organizational documents, or other appropriate agreement, an obligation by the applicable Transmission Owner(s) to develop, construct, operate, and maintain such project in accordance with the Parties organizational documents.

D. Identification of JTIQ Screening Group and JTIQ Participation Group:

1) The JTIQ Screening Group shall consist of all interconnection customers who have submitted interconnection requests into a MISO DPP study cluster [NOTE that MISO is working to determine which regional clusters should be included in the screen] or SPP DISIS study cluster that: (1) has an application deadline that is after the date that the Parties’ respective Boards of Directors have approved a JTIQ portfolio; and (2) has not commenced Phase 1 studies as of the date that the Parties have declared the JTIQ Portfolio fully subscribed before the first cluster commences Phase 1 studies after the JTIQ Portfolio has been declared fully subscribed by the potentially impacted Party prior to the commencement of Phase 1 studies for the study cluster in which such interconnection request shall be studied by the direct connect Party.

2) The JTIQ Participation Group shall consist of all interconnection requests included in the JTIQ Screening Group that meet the following criteria:

   a) If the interconnection request is determined to have an impact greater than 5% distribution factor (OTDF or PTDF1) on one or more facilities

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1 Power Transfer Distribution Factor (PTDF) - The percentage of power transfer flowing through a facility or a set of facilities for a particular transfer when there are no contingencies.
Outage Transfer Distribution Factor (OTDF) - The percentage of a power transfer that flows through the monitored facility for a particular transfer when the contingency facility is switched out of service.
of the potentially impacted Party’s transmission system modelled with all transmission facilities rated 100 kV and above; and

b) the interconnection request is determined to have greater than 1.00 MW (positive) impact on at least one JTIQ network upgrade included in the JTIQ Portfolio.

Interconnection Requests that are members of the JTIQ Screening Group that do not meet the criteria for inclusion in the JTIQ Participation Group shall not be assessed a JTIQ Participation Charge or otherwise assigned costs under either Party’s tariff in connection with the JTIQ Portfolio.

3) The Parties shall provide in their respective tariffs that interconnection requests that are assessed a JTIQ Participation Charge shall, upon execution or Commission acceptance of an unexecuted GIA and associated JTIQ participation agreement, be responsible for the full amount of such charge, including any true up and that members of the JTIQ Screening Group shall not be included in any affected systems study performed by the potentially impacted Party pursuant to Section 9.4.4.III except as set forth in section 9.4.4.II.D.3.a, below.

a. Notwithstanding the foregoing, each Party shall conduct for each interconnection request for which it is the direct connect Party, a limited analysis of the potential impacts of such interconnection request on the Affected System that are located within five (5) substations for facilities with a nominal operating voltage under 200 kV, two (2) substations for facilities with a nominal operating voltage between 200 and 300 kV, and one (1) substation for facilities with a nominal operating voltage greater than 300 kV from one of the direct connect Party’s substations. Each Party shall through appropriate provisions in their respective OATTs require interconnection requests that are determined to have impacts on the Affected System pursuant to this paragraph to enter into an appropriate agreement with the Affected System to address such impacts in accordance with the rules of the Affected System.

4) For each DPP or DISIS study cluster commenced after the approval of JTIQ Portfolio and until such time as the JTIQ Portfolio is determined to be fully subscribed by the Parties, each Party shall monitor the other Party’s own interconnection queue. Within [x] days after a Party’s study cluster deadline has expired, such Party shall communicate to the other Party the number of MW of Interconnection Requests that have met the threshold for inclusion in the JTIQ Participation Group. Within [x] days after each Party executes or files unexecuted the last generator interconnection agreement in a study cluster commenced after the approval of JTIQ Portfolio and until such time as the JTIQ Portfolio is...
determined to be fully subscribed, direct-connect Party shall report to the potentially impacted Party the total number of projects and MW of Interconnection Requests in the JTIQ Participation Group that have received effective generator interconnection agreements. The Parties will update this information within a reasonable period of time in the event of withdrawals or terminations occurring after a participant in a JTIQ Participation Group has received a GIA.

5) Each proposed JTIQ Portfolio shall identify the Target MW Value and the Threshold MW Value at the time the JTIQ Portfolio is announced by the Parties. The Parties shall establish the Target MW Value based on projected new MW enabled by the JTIQ Portfolio. The Threshold MW Value shall be 85 percent of the Target MW Value. Once the Parties have determined that the total number of MW of interconnection requests that have become a member of the JTIQ Participation Group are expected to exceed the threshold MW, where the threshold MW is 85% of Target MW for the JTIQ Portfolio, based on the latest data from study clusters whose application deadlines have closed, the Parties shall meet and confer to determine whether to declare the JTIQ Participation Group as projected to be fully subscribed. The Parties shall make this determination based on the projected total MW of JTIQ Participation Group participants that have received a generator interconnection agreement plus the total MW of JTIQ Participation Group participants that have submitted interconnection requests but have not executed generator interconnection agreements, accounting for withdrawal trends among interconnection requests during the past \( x \) study cycles of such Party’s interconnection queue. If the Parties agree that the JTIQ Participation Group is likely to be fully subscribed, each Party shall include interconnection requests from its next scheduled study cycle that meet the criteria set forth in Section 9.4.4.II.C.1 as a provisional member of the JTIQ Participation Group. Such provisional members shall be required to pay the JTIQ Participation Charge in accordance with the applicable Party’s tariff on a provisional basis and undergo affected systems studies as set forth in Section 9.4.4(III). Not later than the beginning date of the first Decision Point of their cluster study, the direct connect Party shall inform such Interconnection Customers whether they will be included in the JTIQ Screening Group. If a Party determines that interconnection requests provisionally included in a JTIQ Screening Group for which the Party is the direct connect Party no longer should be included in the JTIQ Participation Group, such Party shall refund any portion of the JTIQ Charge collected up to the date of such notification and the interconnection customer’s interconnection requests shall thereafter be processed as set forth in Section 9.4.4(III).
6) Once the total number of MW of interconnection requests that have received an effective GIA and a commitment to pay charges for the JTIQ Portfolio exceed the threshold MW Value for the JTIQ Portfolio, the Parties shall declare the JTIQ portfolio fully subscribed and interconnection requests in further clusters shall not be eligible to become JTIQ Participation Group participants for such JTIQ Portfolio.

7) Updating Cost Estimates: The Parties shall coordinate with the transmission owners designated to construct the individual network upgrades comprising the JTIQ Portfolio and shall provide estimated cost updates at least once annually beginning in the second year after a JTIQ Portfolio has been approved and each year thereafter until all projects in the JTIQ Portfolio have been placed into service. The Parties shall use the most updated estimates available as of the application date of a given study cluster to inform their calculation of milestones to be collected from JTIQ Participation Group during the MISO DPP or SPP DISIS cluster.

E. Cost Recovery from the JTIQ Participation Group, Load and backstop funding

1) JTIQ Participation Group Charge

a. The costs of each project in the JTIQ Portfolio will be recovered from the interconnection customers in the JTIQ Participation Group through a project-specific charge that will individually and collectively be referred to as the JTIQ Participation Group Charge.

b. Each interconnection customer in the JTIQ Participation Group will pay its share of the JTIQ Portfolio based on the interconnection customer’s project MW in relation to the total MW of the JTIQ Participation Group.

c. The costs of each project in the JTIQ Portfolio will be recovered over a 20-year period from its in-service date. Each interconnection customer in the JTIQ Participation Group will be required to pay its share of the total costs of each project in the JTIQ Portfolio. The JTIQ Participation Group Charge shall be calculated and assessed consistent with each Parties’ OATT.

i. The costs of individual projects in the JTIQ Portfolio shall be recoverable as those individual projects go into service.

ii. Each interconnection customer’s obligation for each project will be calculated separately based on each project’s in-service date and when the interconnection customer executes a GIA or other applicable agreement containing JTIQ Participation Group Charge commitments.
iii. The revenue requirement for each project in the JTIQ Portfolio will be collected monthly from each interconnection customer based on the interconnection customer’s share and through a flat monthly project-specific charge.

2) JTIQ Load Charge

   a. The costs of each project in the JTIQ Portfolio will be recovered monthly over a 20-year period from its in-service date. Load will be required to pay its share of the total costs of each project in the JTIQ Portfolio and the costs shall be calculated and assessed consistent with each Parties’ OATT.

3) Backstop funding

   a. Temporary Backstop Funding: In the event that the JTIQ Portfolio is not fully subscribed as set forth in Sections 9.4.II.D.5-9.4.II.D.6, or the interconnection customers responsible for the JTIQ Participation Group Charge have not executed the JTIQ Participation Agreement by the time a project in the JTIQ Portfolio goes into service, the costs associated with those interconnection customers’ obligation shall be recovered from the Parties’ load and included in the JTIQ Load Charge. The Parties shall allocate the amount due from each region using the same formula and benefit metrics as used for allocating the ten percent (10%) of the capital costs outlined in Section II.B.1.b. Any amounts recovered from load pursuant to this provision shall not be refunded to load but will credit load for the total load obligation for the JTIQ Portfolio.

   b. Permanent Backstop Funding [To be developed based on the RTO’s OATT]

4) Annual Update: The rate for the JTIQ Participation Group Charge and JTIQ Load Charge for a project may be modified on an annual basis to reflect actual updated final costs after a JTIQ Upgrade goes into service. Each Party shall update the charges consistent with its regional OATT.

5) Reconciling payments between the Parties and exchange of data

   a. The Parties shall collect the amounts due from the interconnection customers and load in each Party’s region. On a monthly basis, the Parties shall calculate the amounts due from the interconnection customers in the JTIQ Participation Group and load in each Party’s region. The Party’s shall adopt schedules in each Party’s OATT to reconcile amounts due and owing between each Party.

   b. The Parties agree to exchange all information and data, including customer data, necessary to effectuate the provisions of this Section 9.4.II.E.4.

F. Collection and Distribution of JTIQ Charges
1. Each Party shall, in accordance with the terms of tariff and pro forma agreements:

   i. collect those JT IQ charges owed by interconnection customers for which such Party is the direct connect Party and shall distribute such funds to the Party whose transmission owner(s) are designated to construct projects included in the JT IQ Portfolio; and

   ii. distribute the revenue that it collects from its interconnection Customers and receives from the other Party to its transmission owner(s) are designated to construct projects included in the JT IQ Portfolio.

   iii. collect those JT IQ charges owed by load in the Party’s region and shall distribute such funds to the Party whose transmission owner(s) are designated to construct projects included in the JT IQ Portfolio; and

   iv. distribute the revenue that it collects from its load customers and receives from the other Party to its transmission owner(s) are designated to construct projects included in the JT IQ Portfolio.

2. Each Party shall include in its tariff or other organizational documents on file with the Commission an obligation requiring its transmission owners that are designated to construct facilities included within a JT IQ portfolio to provide updated cost estimates and construction progress information for such facilities at least annually beginning in the second calendar year after a JT IQ Portfolio is approved and continuing until one year after the facilities that such transmission owner has been designated to construct enter service.

3. The Parties shall, within ninety (90) Calendar Days after receiving the last annual cost estimate and construction update report from its transmission owners that are constructing facilities included in a JT IQ Portfolio: (1) exchange such information and applicable supporting data with the other Party; (2) update any calculations of cost responsibility based on the updated cost information; and (3) invoice its interconnection customers as may be necessary to true up previously charged amounts to the latest cost estimate. Each Party shall distribute any funds collected in this manner to its transmission owner(s) or the other Party within sixty (60) days after receipt of such funds in the same manner as provided in Sections Section 9.4.II.E.2 & 3 of this Agreement. The Parties shall coordinate with respect to the information received pursuant to this Section to develop and post on their websites a single annual update for the entire JT IQ Portfolio.

4. Each Party shall include in its tariff an obligation requiring a refund of any remaining funds to interconnection customers on a per-MW pro rata basis after all expenses associated with a JT IQ Portfolio have been paid to the extent that any funds remain.
5. None of the provisions of this Section 9.4.II.F shall be construed as creating an obligation by either Party to: (1) identify or correct errors in the information supplied by its transmission owners; or (2) require either Party to pay or distribute to the other Party or such other Parties’ transmission owners any funds in excess of those actually collected from the collecting Party’s interconnection customers.

III. Coordination Procedure for Clusters, Interconnection Requests, and Interconnection Customers Not Included in the JTIQ Participation Group

The rules and procedures contained in this section shall apply to the analysis of clusters, interconnection customers, and interconnection requests that have either not been designated or have been provisionally designated for participation in a JTIQ Participation Group.

(a) The direct connect Party shall identify potential impacts on the Affected System when conducting its own System Impact Study of new Interconnection Requests. Potential impacts on the Affected System shall be communicated to the potentially impacted Party by the direct connect Party. The potentially impacted Party shall, in accordance with applicable procedures, guidelines, criteria, and standards, make the final determination of whether its system is impacted by requests on the direct connect system and identify the Network Upgrades necessary to mitigate such impacts. The direct connect Party will be responsible for communicating the results of the potentially impacted Party’s analysis to the direct connect Party’s interconnection customers. If a Party identifies potential impacts on its system as a result of an interconnection request by the other Party’s interconnection customer(s), such potentially impacted Party shall provide any supporting models or analysis to the applicable interconnection customer upon request, subject to the same requirements and limitations applicable to that Party’s own interconnection customer.

(e) During the course of its DISIS, SPP shall monitor all facilities with nominal voltage 100 kV and higher of those MISO Transmission Owners that are immediately adjacent to SPP facilities (“First Tier Area”). Thermal loading of facilities within First Tier Areas that exceed the normal rating during system-intact conditions or that exceed the emergency rating during contingency conditions shall be identified. Voltages of facilities within First Tier Areas that are outside the range of 0.95 to 1.05 per unit during system-intact conditions or 0.90 to 1.05 per unit during contingency conditions shall be identified. SPP shall provide to MISO the results of the potential impacts to the MISO transmission system. These potential impacts may be included in the SPP DISIS report along with any information regarding the validity of these impacts and any transmission system reinforcements received from MISO and the MISO Transmission Owners.
(i) No later than 5 Business days after the commencement of Phase One and Phase Two of the SPP DISIS, the Interconnection Facilities Study, or any restudy, SPP shall forward to MISO the information necessary for MISO and the MISO Transmission Owners to study the impact of the SPP interconnection request(s) on the MISO transmission system. MISO and the MISO Transmission Owners shall study the impact(s) of the SPP interconnection request(s) on the MISO transmission system and provide the results to SPP by the later of (1) 30 days following study commencement or (2) 15 days prior to the scheduled completion of Phase One and Phase Two of the SPP DISIS, the Interconnection Facilities Study, or any restudy, as applicable.

(ii) During the determination of reinforcements for an interconnection request that are required to mitigate MISO constraint(s), SPP and MISO may identify other planned reinforcement(s) that may alleviate such constraint(s) inside the MISO region. Under such circumstances, any SPP interconnection project relying on those reinforcement(s) shall have limited operation service until those reinforcement(s) are placed into service. MISO may perform interim studies to determine the necessary limitation on Interconnection Service associated with the SPP interconnection request until the necessary upgrades identified through MISO’s Affected System analysis are in service.

(cf) During the course of its Definitive Planning Phase (DPP) studies, MISO shall monitor the SPP transmission system and provide to SPP the results of the potential impacts to the SPP transmission system. This monitoring will include an examination of the potential projects to impact the SPP system through determination if the project under study has ≥ 3% distribution factor or ≥ 5MW impact or ≥1% of facility rating on any SPP facilities under normal and contingency conditions. These potential impacts may be included in the MISO DPP report along with any information regarding the validity of these impacts and any transmission system reinforcements received from SPP and the SPP Transmission Owners.

(i) No later than 5 Business Days after the commencement of the MISO DPP Phase I study, MISO shall forward to SPP the information necessary for SPP and the SPP Transmission Owners to study the impact of the MISO interconnection request(s) on the SPP transmission system. SPP and the SPP Transmission Owners may begin studying the impact of the MISO interconnection request(s) on the SPP transmission system.

(ii) No later than 5 Business Days after the commencement of the
MISO DPP Phase II study, MISO shall forward to SPP the information necessary for SPP and the SPP Transmission Owners to study the impact of the MISO interconnection request(s) on the SPP transmission system. SPP and the SPP Transmission Owners shall study the impact(s) of the MISO interconnection request(s) on the SPP transmission system and provide the results to MISO within 30 days following the commencement of DPP Phase II.

(iii) No later than 5 Business Days after the commencement of the MISO DPP Phase III study or any restudy, MISO shall forward to SPP the information necessary for SPP and the SPP Transmission Owners to study the impact of the MISO interconnection request(s) on the SPP transmission system. SPP and the SPP Transmission Owners shall study the impact(s) of the MISO interconnection request(s) on the SPP transmission system and provide the results to MISO within 30 days following the commencement of DPP Phase III or any restudy, as applicable.

(iv) During the determination of reinforcements for an interconnection request that are required to mitigate SPP constraint(s), SPP and MISO may identify other planned reinforcement(s) that may alleviate such constraints inside the SPP region. Under such circumstances, any MISO interconnection project relying on those reinforcement(s) shall have conditional Interconnection Service until those reinforcement(s) are placed into service. SPP may perform interim studies to determine the necessary limitation on Interconnection Service associated with the MISO interconnection request until the necessary upgrades identified through SPP’s Affected System analysis are in service.

(g) The identification of all impacts on the Parties’ transmission systems shall include a description of the required Network Upgrade(s), and corresponding planning level cost estimates and construction schedule estimates.

(dh) The impacted Party whose transmission system requires mitigation of constraint(s) identified in an impacted Party’s Affected System Impact Study shall tender to and enter into a Facilities Study agreement with the interconnection customer as required under the impacted Party’s OATT.

(ei) The direct connect system will collect from the interconnection customer the costs incurred by the potentially impacted Party associated with the performance of any Affected System Study (Affected System Impact Study and Affected System Facility Study) and forward collected amounts to the potentially impacted Party. The impacted Party will collect directly
from the interconnection customer the costs for the performance of any Facilities Study required for Network Upgrade(s) on the Affected System.

(f) If the results of the Affected System System Impact Study indicate that Network Upgrades are required in accordance with procedures, guidelines, criteria, or standards applicable to the potentially impacted system, the direct connect system will identify the need for such Network Upgrades in the System Impact Study prepared for the interconnection customer.

(k) Construction of any Network Upgrades on the Affected System will be subject to the terms of the impacted Party’s OATT, agreement among owners of transmission facilities subject to the control of the impacted Party and consistent with applicable federal, state or provincial regulatory policy.

(i) In the event that Network Upgrades are required on the potentially impacted Party’s system, such Network Upgrades shall be documented as a condition for full Interconnection Service in the interconnection agreement executed by the direct connect system. Additionally, the Parties will mutually agree on milestones with respect to the Network Upgrade construction and the amount of service that can commence after each milestone.

(m) Each Party will maintain a separate interconnection queue. The Parties will maintain a listing of interconnection requests for all interconnection projects that have been identified as potentially impacting the systems of the other Party. This information will be publicly posted on the Parties’ respective websites.

(gn) For any interconnection request that had previously been identified as potentially impacting the system of the other Party, the direct connect Party will ensure that all coordination under this Section 9.4 has been completed and that any required Network Upgrades identified by the potentially impacted Party are included in the applicable interconnection agreements prior to those agreements being executed.

(ho) The Parties will strive to minimize the costs associated with the coordinated study process.