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May 27, 2020

VIA ELECTRONIC FILING

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

**Re: Midcontinent Independent System Operator, Inc.’s
Section 205 Filing of Proposed Revisions to Joint Operating Agreement between
PJM and MISO to Clarify the Sharing of EMS Models and Data
Docket No. ER20-1903-000**

Dear Secretary Bose:

The Midcontinent Independent System Operator, Inc. (“MISO”) and PJM Interconnection, L.L.C. (“PJM”) (together the “RTOs”), through this filing¹, submit proposed clarifying revisions to the Joint Operating Agreement (“JOA”) between PJM and MISO, included as Rate Schedule 05 of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (“MISO Tariff” or “Tariff”).² The inclusion of a new subsection will clarify that the RTOs are explicitly permitted to release Energy Management System (“EMS”) models and the data used for current and future EMS modeling (collectively referred to herein as “EMS Data”), exchanged in accordance with the JOA³, to their respective Transmission Owners (“TOs”) for operational and

¹ This filing is being made pursuant to section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d, and Part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. § 35.1, *et seq.*

² All capitalized terms in this filing that are not otherwise defined have the same meaning as they have under the current MISO Tariff or the Tariff revisions proposed in this filing.

³ JOA, Section 4.1.3.

reliability compliance purposes. MISO is making a simultaneous filing to incorporate identical changes in its own version of the JOA.⁴

I. DISCUSSION OF PROPOSED JOA REVISIONS

MISO and PJM propose to revise the JOA to add the following new subsection to Section 18.1.3:

- (d) Notwithstanding anything to the contrary in this Agreement, EMS models and the data used for current and future EMS modeling exchanged pursuant to §4.1 may be released to each party's Transmission Owners for operational or reliability compliance purposes. Each party shall require their Transmission Owners to maintain EMS models and the related data as confidential in a manner consistent with or superior to the terms and conditions contained therein.

The RTOs are required to routinely share EMS Data with each other per JOA §4.1.3 as “[t]he Parties depend upon EMS models for reliability coordination and market operations.” Subsection (d) has been proposed because each RTO also needs to share the EMS Data received from the other RTO with its TOs on a continuous real time basis to maintain regional system reliability.⁵ By adding Subsection (d) the JOA will explicitly state that EMS Data may be shared by the RTOs with their respective TOs and avoid any interpretation that such sharing of the EMS Data would require written permission per JOA §18.1.2,.

Because all activities under the JOA must meet or exceed NERC reliability standards,⁶ the RTOs routinely share EMS Data with their respective TOs for operational and/or reliability compliance purposes. NERC standard IRO-014-3 R1.4 requires Reliability Coordinators (“RC”),

⁴ Although MISO and PJM have agreed to these revisions to the JOA, each maintains its own version of the JOA in its respective e-Tariff database at the Commission. Accordingly, MISO and PJM each must separately file the proposed revisions in their respective eTariff systems.

⁵ See JOA, § 4.1.

⁶ JOA, § 2.3.5.

including the RTOs, to exchange information including planned and unplanned outage information to support the RCs' Operational Planning Analyses ("OPAs") and Real-time Assessments ("RTAs"). For the RTOs to conduct OPAs and RTAs, they need to have an accurate model. This in turn requires the RTOs to share the EMS models obtained under the JOA with their respective TOs because the RTOs rely on their TOs as a backup to perform RTAs when RTA capability is unavailable. Therefore, EMS Data must be provided to the TOs in compliance with the NERC standard consistent with the RTOs' practices under the MISO Tariff and PJM Open Access Transmission Tariff. Subsection (d) specifically states that EMS Data will only be provided for operational or reliability compliance purposes.

JOA §18.1.3(a) requires that "[t]he Party receiving the Confidential Information shall treat the information in the same confidential manner as its Governing Documents require it treat the confidential information of its own members and market participants." The new Subsection (d) extends this requirement to the TOs to keep the information confidential "in a manner consistent with or superior to the terms and conditions contained therein."

The RTOs are already permitted to share EMS data with their respective TOs for the purposes described herein under the agreements in place between the individual RTOs and their TOs. The proposed change herein is for the limited purpose of addressing the exchange of EMS Data between the RTOs under the JOA.

II. THE PROPOSED JOA REVISIONS ARE JUST AND REASONABLE

The RTOs respectfully submit that the proposed JOA revisions are just and reasonable and should be accepted by the Commission. Subsection (d) clarifies that the sharing of EMS Data by the RTOs with their respective TOs is explicitly permitted under the JOA when the information is

shared for operational or reliability compliance purposes and is maintained in a confidential manner. While sharing EMS Data is already allowed and expected under the JOA, Subsection (d) will provide clarity and efficiency by explicitly granting permission for this sharing, avoiding any interpretation that such sharing of the EMS Data would require written permission for each occurrence.

Moreover, the proposed JOA revision submitted herein are consistent with revisions to the Joint Operating Agreement between the New York Independent System Operator, Inc. (“NYISO”) and PJM (the “PJM NYISO JOA”) filed on June 28, 2019, in Docket No. ER18-2282-000. The Commission accepted those similar revisions to the PJM NYISO JOA which were filed for the same reasons as described above by letter order dated August 28, 2019.

III. MISO-PJM COLLABORATION AND STAKEHOLDER PROCESS

Subsection (d) was developed jointly by MISO and PJM. The proposed change was presented for input and comment at a meeting of the MISO Seams Management Working Group on April 7, 2020 with feedback being requested. No negative comments or objections were received.

IV. DOCUMENTS SUBMITTED IN THIS FILING

In addition to this transmittal letter, the documents being submitted in this filing are as follows:

Attachment A – Redlined JOA

Attachment B – Clean JOA

V. EFFECTIVE DATE

MISO and PJM request that the proposed JOA revisions be made effective on July 27, 2020, which is not less than sixty (60) days, or more than 120 days, after the filing date.

VI. NOTICE AND SERVICE

A. Notice

Please place the following persons on the official service list in this proceeding:⁷

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B. Service

1. MISO Service

MISO has served a copy of this filing electronically, including attachments, upon all Tariff Customers, MISO Members, Member representatives of Transmission Owners and Non-Transmission Owners, as well as all state commissions within the region. The filing has been posted electronically on MISO's website at <https://www.misoenergy.org/legal/ferc-filings/> for other parties interested in this matter.

2. PJM Service

⁷ To the extent necessary, the RTOs respectfully request a waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b), to permit all of the persons listed to be placed on the official service list for this proceeding.

PJM has served a copy of this filing on all PJM Members and on all state utility regulatory commissions in the PJM Region by posting this filing electronically. In accordance with the Commission's regulations,⁸ PJM will post a copy of this filing to the FERC filings section of its internet site, located at the following link: <http://www.pjm.com/documents/ferc-manuals/ferc-filings.aspx> with a specific link to the newly-filed document, and will send an e-mail on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region⁹ alerting them that this filing has been made by PJM and is available by following such link. If the document is not immediately available by using the referenced link, the document will be available through the referenced link within 24 hours of the filing. Also, a copy of this filing will be available on the FERC's eLibrary website located at the following link: <http://www.ferc.gov/docs-filing/elibrary.asp> in accordance with the Commission's regulations and Order No. 714.

⁸ See 18C.F.R §§ 35.2(e) and 385.2010(f)(3).

⁹ PJM already maintains, updates and regularly uses e-mail lists for all PJM Members and affected state commissions.

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VII. CONCLUSION

For the foregoing reasons, MISO and PJM request the Commission to accept the proposed JOA revisions, effective July 27, 2020, and grant waiver of any Commission regulations not addressed herein that the Commission may deem applicable to this filing.

Respectfully submitted,

/s/ Steven R. Pincus

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/s/ Amy S. Thurmond

Amy S. Thurmond
Jacob T. Krouse
Midcontinent Independent System Operator,
Inc.

*Attorneys for the Midcontinent Independent
System Operator, Inc.*

/Attachments

Attachment A

Revisions to the
Joint Operating Agreement
Between Midcontinent Independent System Operator, Inc.
and PJM Interconnection, L.L.C.

(Marked / Redline Format)

18.1 Confidentiality.

18.1.1 Definition.

The term “Confidential Information” shall mean: (a) all information, whether furnished before or after the mutual execution of this Agreement, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished, that is marked “confidential” or “proprietary” or which under all of the circumstances should be treated as confidential or proprietary; (b) any information deemed confidential under some other form of confidentiality agreement or tariff provided to a Party by a generator; (c) all reports, summaries, compilations, analyses, notes or other information of a Party hereto which are based on, contain or reflect any Confidential Information; (d) applicable material deemed Confidential Information pursuant to the PJM Data Confidentiality Regional Stakeholder Group, and (e) any information which, if disclosed by a transmission function employee of a utility regulated by the FERC to a market function employee of the same utility system, other than by public posting, would violate the FERC’s Standards of Conduct set forth in 18 C.F.R. § 37, *et seq.* and the Parties’ Standards of Conduct on file with the FERC.

18.1.2 Protection.

During the course of the Parties’ performance under this Agreement, a Party may receive or become exposed to Confidential Information. Except as set forth herein, the Parties agree to keep in confidence and not to copy, disclose, or distribute any Confidential Information or any part thereof, without the prior written permission of the issuing Party. In addition, each Party shall ensure that its employees, its subcontractors and its subcontractors’ employees and agents to whom Confidential Information is exposed agree to be bound by the terms and conditions contained herein. Each Party shall be liable for any breach of this Section by its employees, its subcontractors and its subcontractors’ employees and agents.

This obligation of confidentiality shall not extend to information that, at no fault of the recipient Party, is or was (1) in the public domain or generally available or known to the public; (2) disclosed to a recipient by a third party who had a legal right to do so; (3) independently developed by a Party or known to such Party prior to its disclosure hereunder; and (4) which is required to be disclosed by subpoena, law or other directive or a court, administrative agency or arbitration panel, in which event the recipient hereby agrees to provide the issuing Party with prompt Notice of such request or requirement in order to enable the issuing Party to (a) seek an appropriate protective order or other remedy, (b) consult with the recipient with respect to taking steps to resist or narrow the scope of such request or legal process, or (c) waive compliance, in whole or in part, with the terms of this Section. In the event that such protective order or other remedy is not obtained, or that the issuing Party waives compliance with the provisions hereof, the recipient hereby agrees to furnish only that portion of the Confidential Information which the recipient’s counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

18.1.3 Confidential Data Exchange.

The Parties agree that various components of the data exchanged under Article IV, are Confidential Information and that, in addition to the protections of Confidential Information provided under Section 18.1.2

- (a) The Party receiving the Confidential Information shall treat the information in the same confidential manner as its Governing Documents require it treat the confidential information of its own members and market participants.
- (b) The receiving Party shall not release the producing Party's Confidential Information until expiration of the time period controlling the producing Party's disclosure of the same information, as such period is described in the producing Party's Governing Documents from time to time. As of the Effective Date, this period is six (6) months with respect to bid or pricing data and seven (7) calendar days for transmission data after the event ends.
- (c) All other prerequisites applicable to the producing Party's release of such Confidential Information have been satisfied as determined by the producing Party.
- (d) Notwithstanding anything to the contrary in this Agreement, EMS models and the data used for current and future EMS modeling exchanged pursuant to §4.1 may be released to each party's Transmission Owners for operational or reliability compliance purposes. Each party shall require their Transmission Owners to maintain EMS models and the related data as confidential in a manner consistent with or superior to the terms and conditions contained therein.

Attachment B

Revisions to the
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