MISO, Entergy Services, Inc., as agent for the Entergy Operating Companies; Associated Electric Cooperative; The Empire District Electric Company; Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company; Missouri Joint Municipal Electric Utility Commission; the City of Carthage, Missouri; the City of Malden, Missouri; the City of Piggott, Arkansas; East Texas Electric Cooperative, Inc.; the NRG Companies; the City of Poplar Bluff, Missouri; and Southern Company Services, Inc., by and on behalf of Alabama Power Company, Georgia Power Company, Gulf Power Company, Mississippi Power Company, and Southern Power Company submit a Settlement Agreement and Offer of Settlement as a resolution of all remaining issues regarding MISO’s proposed Regional Through-and-out-Rate for service over the transmission system in the MISO South Region. Any customer that is not yet a Settlement Service Agreement Customer and Settling Party or Additional Settling Party must satisfy the requirements contained in Section II.D(1) of the Settlement Agreement by the date established therein or said customer will not receive the benefit of the Settlement Agreement’s provisions. As stated in Section II.D(1) of the Settlement Agreement, following are the dates, actions, and requirements:

Any customer that wishes to receive the benefit of the Settlement Agreement’s provisions must satisfy the requirements contained in this section by the date established herein. A customer taking service pursuant to a service agreement that meets all of the applicability criteria stated in Section II.A(1) is eligible to join this Settlement Agreement as an Additional Settling Party and Settlement Service Agreement Customer if, and only if, the customer satisfies all of the following conditions: (a) the customer shall execute the form contained in Attachment B, assenting to all terms of this Settlement Agreement, and shall file the executed form in FERC Docket No. EL14-19-002 no later than March 16, 2016; (b) the customer shall submit, at the same time it submits the executed form, (1) information sufficient to demonstrate that its service agreement meets all of the applicability criteria in Section II.A(1), (2) information for its service agreement equivalent to that included for the Settlement Service Agreements identified in Attachment A, and (3) a copy of the executed Entergy service agreement that serves as the basis for the MISO service agreement that the customer claims meets the applicability criteria in Section II.A(1); and (c) pursuant to Section II.D(1), the customer shall withdraw or otherwise terminate any and all of its pending challenges before the Commission and in the courts to proceedings related to the integration of the Entergy Operating Companies into MISO. Agreement to the terms of the Settlement Agreement is to all of the terms of the Settlement Agreement, and customer waives all rights, claims, remedies, or causes of action related to the difference between the customer’s rates under its Settlement Service Agreement(s) with Entergy and MISO Schedule 7, Schedule 8, Schedule 26 and Schedule 26-A charges.

A copy of the filing can be located here:

<https://www.misoenergy.org/Library/FERCFilingsOrders/Pages/FERCFilings.aspx>