

155 FERC ¶ 61,211
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Norman C. Bay, Chairman;
Cheryl A. LaFleur, Tony Clark,
and Colette D. Honorable.

Midcontinent Independent System
Operator, Inc.

Docket No. ER16-1211-001

ORDER ACCEPTING GENERATOR INTERCONNECTION AGREEMENT
SUBJECT TO CONDITION

(Issued May 31, 2016)

1. On March 17, 2016,¹ as amended on April 1, 2016,² Midcontinent Independent System Operator, Inc. (MISO) filed, pursuant to section 205 of the Federal Power Act (FPA)³ and section 35.12 of the Commission's regulations,⁴ an unexecuted Generator Interconnection Agreement (GIA) between MISO, as the transmission provider, and Indianapolis Power & Light Company (Indianapolis Power), as both transmission owner and interconnection customer, for the interconnection of the Harding Street Station Battery Energy Storage System (Battery Facility) and two combustion-turbine generators (the Harding Street GIA).⁵ The Commission accepts the Harding Street GIA subject to condition, as discussed below.

¹ MISO Harding Street Generator Interconnection Agreement Filing, Docket No. ER16-1211-000 (filed Mar. 17, 2016) (Initial Filing).

² MISO Amended Harding Street Generator Interconnection Agreement Filing, Docket No. ER16-1211-001 (filed Apr. 1, 2016) (Amended Filing).

³ 16 U.S.C. § 824d (2012).

⁴ 18 C.F.R. § 35.12 (2015).

⁵ MISO states that it has designated the project as Project No. J401 in its interconnection queue. Initial Filing, Transmittal Letter at 1.

2. The Harding Street GIA is narrowly focused on the terms necessary to interconnect Indianapolis Power's Battery Facility and two existing combustion-turbine generators; the Commission's action in this proceeding, therefore, does not prejudice potential improvements to the procedures or agreements that govern the interconnection of electric storage resources in the future. Commission staff held a Review of Generator Interconnection Agreements and Procedures Technical Conference on May 13, 2016 to explore, among other things, issues related to the interconnection of electric storage resources.⁶ Additionally, on April 11, 2016, Commission staff issued data requests to the regional transmission organizations and independent system operators regarding the participation of electric storage resources in the organized wholesale electricity markets.⁷ These initiatives are intended to explore the interconnection of electric storage resources and their ability to access the organized wholesale markets more broadly. However, in the interest of expeditiously connecting the Battery Facility to MISO's transmission grid, we accept the Harding Street GIA subject to condition.

I. Background

3. The Harding Street GIA provides that Indianapolis Power intends to own a generating facility rated at 79.2 MVA gross, composed of two existing combustion-turbine generators rated at 29.6 MVA each and designated as black start resources, and the newly constructed 20 MVA Battery Facility.⁸ The Harding Street GIA states that the Battery Facility consists of eight 2.5 MW blocks of energy storage arrays (containing lithium-ion batteries, DC/AC converters, circuit breakers and isolation transformers) for a total of 20 MW. The Harding Street GIA provides that the Battery Facility will use the existing interconnection facilities of the two existing gas turbine generator units, including a generator step-up transformer, 13.8 kV gas turbine associated "GT" bus, and

⁶ See *Review of Generation Interconnection Agreements and Procedures*, Docket No. RM16-12-000, and *American Wind Energy Association*, Docket No. RM15-21-000 (Mar. 29, 2016) (Notice of Technical Conference).

⁷ See *Data Requests to the Regional Transmission Organizations and Independent System Operators, and a Request for Comments in Electric Storage Participation in Regions with Organized Wholesale Electric Markets*, Docket No. AD16-20-000 (Apr. 11, 2016). For purposes of this inquiry, Commission staff defines an electric storage resource as a facility that can receive electric energy from the grid and store it for later injection of electricity back to the grid. This includes all types of electric storage technologies, regardless of their size and storage medium, or whether they are interconnected to the transmission system, distribution system, or behind a customer meter.

⁸ Amended Filing, Tab A (Harding Street GIA), App. A, § 1.

associated circuit breakers. The GT bus is connected to the transformer, the interconnection facilities, and to Indianapolis Power's point of interconnection at the Harding Street South substation. The interconnection service provided under the Harding Street GIA is 97 MW of Energy Resource Interconnection Service (ERIS) and/or Network Resource Interconnection Service (NRIS), where NRIS cannot exceed 97 MW.

4. MISO explains that the body of the Harding Street GIA conforms to MISO's *pro forma* GIA.⁹ MISO contends that its *pro forma* GIA is the correct mechanism to allow Indianapolis Power to connect the Battery Facility to the transmission system, because the definition of "Generating Facility" in MISO's *pro forma* GIA includes "device(s) for the production *and/or storage for later injection* of electricity identified in the Interconnection Request."¹⁰ MISO also states that it believes the Battery Facility should be treated as an upgrade to the existing generation, because the Battery Facility shares the same interconnection facilities and point of interconnection as the existing generation. To reflect this view, MISO has modified a paragraph in the Recitals to the Harding Street GIA as follows:

WHEREAS, Interconnection Customer, Transmission Owner and Transmission Provider have agreed to enter into this GIA, ~~and where applicable subject to Appendix H for a provisional GIA,~~ for the purpose of continuing to interconnect existing generation and interconnecting the expanded Generating Facility with the Transmission System[.]

5. MISO states that Indianapolis Power did not execute the Harding Street GIA because Indianapolis Power believes that MISO's *pro forma* GIA contains many terms and conditions that are inappropriate for the Battery Facility.¹¹ Additionally, MISO states that Indianapolis Power objects to MISO's treatment of the Battery Facility as an upgrade to existing generation.

6. MISO explains that the Harding Street GIA contains pending language filed with the Commission in unrelated Docket No. ER16-696-000 on January 8, 2016, in compliance with the Commission's orders in Docket No. EL15-68, *et al.*¹² Accordingly, MISO asks that the Commission accept the Harding Street GIA subject to the outcome of

⁹ Initial Filing, Transmittal Letter at 2.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.* at 1.

Docket No. ER16-696, *et al.* MISO also asks the Commission to waive its 60-day notice requirement as required by section 35.3(a) of the Commission's regulations, 18 C.F.R. § 35.3(a) (2015), and make the Harding Street GIA effective as of March 18, 2016.¹³ MISO asserts that the parties have indicated their intention for and support of this effective date, and notes that the March 18, 2016 date will provide certainty to the parties as to the status of the agreement.

II. Notice and Responsive Pleadings

7. Notice of MISO's Initial Filing was published in the *Federal Register*, 81 Fed. Reg. 25,663 (2016), with interventions and protests due on or before April 7, 2016. Notice of MISO's Amended Filing was published in the *Federal Register*, 81 Fed. Reg. 20,631-20,632 (2016), with interventions and protests due on or before April 22, 2016.

8. Timely motions to intervene were filed by: Entergy Services, Inc., on behalf of Entergy Arkansas, Inc., Entergy Louisiana, LLC, Entergy Mississippi, Inc., Entergy New Orleans, Inc., and Entergy Texas, Inc.; and Invenergy Storage Development LLC. The Indiana Utility Regulatory Commission filed a notice of intervention. Indianapolis Power filed a timely motion to intervene and protest.

A. Indianapolis Power's Protest

9. Indianapolis Power states that the Harding Street GIA covers the new Battery Facility and the two existing turbine generators, because the generators are vintage facilities whose interconnection pre-dated Order No. 2003.¹⁴ Indianapolis Power states that the addition of the new injection capability of the Battery Facility requires a new interconnection agreement. Indianapolis Power argues that the Battery Facility is a transmission asset, as it is designed to provide ancillary services, including frequency regulation, primary frequency response, and possible contributions to Indianapolis Power's black start plan.¹⁵ Indianapolis Power also states that, although it was designed to provide reliability services, the Battery Facility is capable of providing energy for four hours over the peak and can physically qualify to provide up to 5 MW of capacity.¹⁶ Indianapolis Power asserts that, although transmission assets do not require interconnection agreements, an interconnection agreement is necessary here because

¹³ *Id.* at 3.

¹⁴ Indianapolis Power Protest at 1 n.4.

¹⁵ *Id.* at 2-3, 10.

¹⁶ *Id.* at 3.

there is no other path to interconnection in MISO.¹⁷ However, Indianapolis Power contends that MISO's *pro forma* GIA is not the appropriate agreement because the Battery Facility does not generate electricity.¹⁸

10. Indianapolis Power proposes its own alternative Interconnection Agreement that contains revisions to MISO's proposed Harding Street GIA to include non-conforming language that Indianapolis Power argues is necessary to properly address the unique circumstances of the Battery Facility.¹⁹ Indianapolis Power notes that the Commission issued a notice of technical conference on March 29, 2016 to explore generator interconnection issues, including interconnection of energy storage, but argues that the technical conference should not delay action in this proceeding, as Indianapolis Power needs the Interconnection Agreement to test and use the existing Battery Facility.²⁰ Indianapolis Power also states that, if the Commission believes that generic action to create a new *pro forma* agreement for storage is appropriate, Indianapolis Power requests that the Commission approve its proposed Interconnection Agreement and initiate a separate docket aimed at creating a new *pro forma* agreement for future applicants.²¹

11. In its proposed Interconnection Agreement, Indianapolis Power proposes revisions to the Recitals to reflect its characterization of the Battery Facility as a new facility that will interconnect in addition to the existing facilities at the Harding Street South substation,²² as follows:

WHEREAS, Interconnection Customer, Transmission Owner and Transmission Provider have agreed to enter into this GIA for the purpose of continuing to interconnect existing generation and interconnecting the new [Battery Facility] ~~expanded Generating Facility~~ with the Transmission System

and:

¹⁷ *Id.* at 10.

¹⁸ *Id.* at 6.

¹⁹ *Id.* at 5-6.

²⁰ *Id.* at 1 n.3.

²¹ *Id.* at 6 n.9.

²² *Id.* at 1 n.4.

Whereas, the Parties recognize that in addition [to] the [Battery Facility], Appendix A also includes two pre-existing combustion turbine-generators that had not previously been under a *pro forma* interconnection agreement with the Transmission Provider.

12. Indianapolis Power's proposed Interconnection Agreement contains several non-conforming changes to MISO's *pro forma* GIA. First, the proposed Interconnection Agreement removes references to a "generator" or "generation" throughout the agreement and replaces several definitions that reference these terms. For example, the proposed Interconnection Agreement replaces the term "Generating Facility" with the term "Facility," which is defined as "Interconnection Customer's device(s) for the storage and injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities."²³

13. Second, Indianapolis Power proposes changes to *pro forma* section 8.4 of the Harding Street GIA (Provision of Data From a Variable Energy Resource) to replace the data requirements related to variable energy resources with the data requirements that Indianapolis Power asserts are specific to battery storage technology that will be necessary for MISO to include the Battery Facility in its network model for market and planning applications.²⁴ For instance, rather than providing meteorological and forced outage data, Indianapolis Power proposes to provide data related to maximum output power, total storage capability, maximum charge duration, and maximum discharge duration. Indianapolis Power asks the Commission to accept the changes or, alternatively, to include Indianapolis Power's version of section 8.4 as a new section 8.4.a. Indianapolis Power also proposes to remove Appendix G to the Harding Street GIA (Interconnection Requirements for a Wind Generating Plant), as this appendix is not applicable to the Battery Facility.

14. Third, Indianapolis Power proposes to remove provisions related to Net Zero Interconnection Service, including Appendix I (Requirements Applicable to Net Zero Interconnection Service), as it states that this service is not applicable to the Battery Facility.²⁵ Indianapolis Power notes that Net Zero Interconnection Service allows an interconnection customer to use interconnection capacity at an existing point of interconnection when that capacity is not being fully utilized by an existing generator. Indianapolis Power states that application of this service to a non-generation asset that is

²³ *Id.* at 6, Att. A (Interconnection Agreement, Definitions).

²⁴ *Id.* at 8.

²⁵ *Id.* at 9-10.

designed to provide frequency regulation around the clock would be impractical and disruptive to the Battery Facility's ability to provide reliability services.

15. Fourth, Indianapolis Power proposes to eliminate section 5.4 of the Harding Street GIA (which requires the interconnection customer to install and maintain power system stabilizers) and proposes changes to section 9.6.2.1 of the Harding Street GIA (which Indianapolis Power contends requires the interconnection customer to install speed governors).²⁶ Indianapolis Power explains that its proposed revisions would allow it to install speed governors or comparable technology. Indianapolis Power states that these changes are just and reasonable because they maintain the need to support frequency response but expand the options to meet that requirement.²⁷

III. Discussion

A. Procedural Matters

16. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure,²⁸ the timely, unopposed motions to intervene and the notice of intervention serve to make the entities that filed them parties to this proceeding.

B. Substantive Matters

17. We will accept the Harding Street GIA, subject to condition, as discussed below.²⁹ We will also grant MISO's request for waiver of the 60-day notice requirement to permit an effective date of March 18, 2016, for good cause shown.³⁰

²⁶ *Id.* at 10.

²⁷ *Id.* at 11.

²⁸ 18 C.F.R. § 385.214 (2015).

²⁹ The Commission can revise a proposal filed under section 205 of the FPA as long as the filing utility accepts the change. *See City of Winnfield v. FERC*, 744 F.2d 871, 875-77 (D.C. Cir. 1984). The filing utility is free to indicate that it is unwilling to accede to the Commission's conditions by withdrawing its filing.

³⁰ *Central Hudson Gas & Elec. Corp., et al.*, 60 FERC ¶ 61,106, *reh'g denied*, 61 FERC ¶ 61,089 (1992), and *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, *clarified*, 65 FERC ¶ 61,081 (1993).

18. In Order No. 2003,³¹ the Commission required transmission providers to file *pro forma* interconnection documents and to offer their customers interconnection service consistent with these documents. The Commission requires interconnection agreements that do not conform to the *pro forma* interconnection agreement to be filed with the Commission. The Commission analyzes such non-conforming filings to ensure that operational or other reasons make a non-conforming agreement necessary. For example, the Commission recognizes that non-conforming agreements may be necessary for a small number of interconnections with specific reliability concerns, novel legal issues, or other unique factors.³² The Commission has stated that “a transmission provider seeking a case-specific deviation from its *pro forma* interconnection agreement bears a high burden to justify and explain that its changes are not merely ‘consistent with or superior to’ the *pro forma* agreement, but are *necessary* changes.”³³ The Commission has applied this same standard in instances where the transmission provider files an unexecuted GIA at the request of the interconnection customer/transmission owner, and the interconnection customer/transmission owner protests the unexecuted GIA requesting changes to the *pro forma* GIA.³⁴ As the Commission has stated, “[b]ecause of this high standard, the Commission has rejected various types of deviations from *pro forma* interconnection agreements as unnecessary.”³⁵

³¹ *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, FERC Stats. & Regs., ¶ 31,146 (2003), *order on reh’g*, Order No. 2003-A, FERC Stats. & Regs., ¶ 31,160, *order on reh’g*, Order No. 2003-B, FERC Stats. & Regs. ¶ 31,171 (2004), *order on reh’g*, Order No. 2003-C, FERC Stats. & Regs., ¶ 31,190 (2005), *aff’d sub nom. Nat’l Ass’n of Regulatory Util. Comm’rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007).

³² *Sw. Power Pool, Inc.*, 132 FERC ¶ 61,062, at PP 2-3 (2010) (*SPP*).

³³ *See id.* P 3 (citing *PJM Interconnection, L.L.C.*, 111 FERC ¶ 61,163 (2005) (*PJM*)).

³⁴ *See, e.g., Sw. Power Pool, Inc.*, 146 FERC ¶ 61,073 (2014).

³⁵ *SPP*, 132 FERC ¶ 61,062 at P 3. *See, e.g., MidAmerican Energy Co.*, 116 FERC ¶ 61,018 (2006) (*MidAmerican*) (rejecting non-conforming deviations including stylistic changes, clarifying phrases, and modifications to insurance provisions; rejecting deviations that were requested by the customer; and rejecting deviations that the customer asserted were necessary to reflect the positions of the parties); *Midwest Indep. Transmission Sys. Operator, Inc.*, 111 FERC ¶ 61,421 (2005) (rejecting deviations to correct mistakes in the *pro forma* agreement); *PJM*, 111 FERC ¶ 61,163 (2005) (rejecting a one-sided indemnification provision and changes corresponding to a cancelled agreement).

19. We find that Indianapolis Power has not met its burden to show that its proposed Interconnection Agreement, which removes all references to “generation” found in MISO’s *pro forma* GIA, is not only consistent with and superior to MISO’s *pro forma* GIA, but also that it is necessary. Indianapolis Power contends that MISO’s *pro forma* GIA is not the appropriate agreement because the Battery Facility does not generate electricity. However, we find that the definition of “Generating Facility” in MISO’s *pro forma* GIA explicitly includes energy storage resources,³⁶ thereby making Indianapolis Power’s proposed changes to remove all references to “generation” unnecessary. Specifically, in the Order No. 792 proceeding, some parties requested that the Commission improve the transparency of the Small Generator Interconnection Procedures (SGIP) by modifying the definition of Small Generating Facility in the *pro forma* SGIP and Small Generator Interconnection Agreement (SGIA) to explicitly include storage devices. Ultimately, the Commission revised the definition of Small Generating Facility to: “The Interconnection Customer’s device for the production and/or storage for later injection of electricity....”³⁷ Because MISO has merged its small and large generator interconnection procedures, MISO revised, and the Commission accepted, its definition of “Generating Facility” in its *pro forma* GIA to comply with the Commission’s directive in Order No. 792 to explicitly include energy storage facilities.³⁸ Furthermore, we find that Indianapolis Power has not provided any argument that the Battery Facility will not be able to perform under the requirements of the Harding Street GIA.

20. We also find that Indianapolis Power’s proposed Interconnection Agreement is internally inconsistent. Indianapolis Power states that the Interconnection Agreement covers the Battery Facility and the two existing turbine generators at the same point of interconnection; however, if all references to “generation” are removed, as proposed by

³⁶ See MISO FERC Electric Tariff, Attachment X (Generator Interconnection Procedures), Appendix 6 (Generator Interconnection Agreement), Article 1 (Definitions), “Generating Facility” (47.0.0).

³⁷ *Small Generator Interconnection Agreements and Procedures*, Order No. 792, 145 FERC ¶ 61,159, at P 228 (2013).

³⁸ *Midcontinent Indep. Sys. Operator, Inc.*, 148 FERC ¶ 61,246, at P 56 (2014).

Indianapolis Power, it is unclear how the terms of the Interconnection Agreement would be applied to the existing turbine generators.³⁹

21. We find that Indianapolis Power has not met its burden of showing that removing the Net Zero Interconnection Service provisions is not only consistent with and superior to MISO's *pro forma* GIA, but also necessary. Indianapolis Power only states that these provisions would be impractical and disruptive, without providing further details or support, and states that this service is not applicable to the Battery Facility. We find that it is not necessary to delete non-applicable provisions of a *pro forma* GIA.⁴⁰ We also find that Indianapolis Power has not met its burden of showing that removal of section 5.4 is consistent with and superior to MISO's *pro forma* GIA, as well as necessary, because Indianapolis Power does not provide any support for this request.

22. We find that Indianapolis Power has not met its burden of showing that the proposed revisions to section 9.6.2.1 are consistent with or superior to MISO's *pro forma* GIA, as well as necessary. Section 9.6.2.1 of MISO's *pro forma* GIA does not require Indianapolis Power to install speed governors; rather, it provides requirements regarding the use of speed governors that are already installed.⁴¹ If Indianapolis Power does not have speed governors installed, then section 9.6.2.1 would not apply to the Battery

³⁹ For example, Indianapolis Power removes references to the existing turbine generators from the definition of "Interconnection Service," such that the term refers only to service associated with the interconnection of the Battery Facility. However, Appendix A to the proposed Interconnection Agreement states that "[t]he Interconnection Service provided under this agreement is 184 MW of ERIS and/or NRIS, where NRIS cannot exceed 184 MW." The ERIS and NRIS service should include service related to the interconnection of the existing turbine generators as well as the Battery Facility, as Appendix A to Indianapolis Power's proposed Interconnection Agreement provides, but the revised definition of "Interconnection Service" only includes service related to the Battery Facility. Thus, the definition is in conflict with Appendix A.

⁴⁰ See *MidAmerican*, 116 FERC ¶ 61,018 at P 11 ("we also reject as unnecessary the deletion of non-applicable terms from the Interconnection Agreement. If a provision of a contract is not applicable, it is not applicable").

⁴¹ Section 9.6.2.1 states that "Whenever Generating Facility is operated in parallel with the Transmission or Distribution System as applicable and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in automatic operation."

Facility, and the Commission has found that it is not necessary to remove provisions of a *pro forma* GIA that are not applicable.⁴²

23. Similarly, we find that Indianapolis Power has not met its burden to show that the removal of Appendix G (Interconnection Requirements for a Wind Generating Plant) is consistent with or superior to MISO's *pro forma* GIA, as well as necessary. Indianapolis Power argues that this appendix does not apply to the Battery Facility. However, the Commission has found that it is not necessary to delete non-applicable provisions of a *pro forma* GIA.⁴³

24. We will accept the Harding Street GIA, subject to MISO submitting a compliance filing within 30 days of the date of this order that revises the agreement as provided below. First, MISO's compliance filing must remove the proposed revisions to the Recitals section. MISO's addition of the minor clarifying language is the kind of deviation from a *pro forma* GIA that the Commission has rejected.⁴⁴ Furthermore, these proposed revisions fail to pass the standard of being consistent with or superior to MISO's *pro forma* GIA, nor are they necessary. Appendix A to the Harding Street GIA already characterizes the Generating Facility as consisting of the two existing turbine generators and the new Battery Facility. We note that this characterization better reflects the relation of the storage resource, which is being newly constructed and interconnected for the first time using existing interconnection facilities, to the existing generator turbines, which will continue to be interconnected under a new agreement.

25. Second, MISO's compliance filing must include Indianapolis Power's requested changes to *pro forma* section 8.4 in a new section 8.4.a, and change the title of section 8.4 to "Provision of Data from a Variable Energy Resource and Energy Storage Resource." We find that Indianapolis Power's proposed section 8.4.a language is consistent with or superior to MISO's *pro forma* GIA, as well as necessary, because it requires Indianapolis Power to provide operational information, such as the total storage capability of the

⁴² See *MidAmerican*, 116 FERC ¶ 61,018 at P 11.

⁴³ See *id.*

⁴⁴ See *id.* (rejecting non-conforming deviations including stylistic changes, clarifying phrases, and modifications to insurance provisions; rejecting deviations that were requested by the customer; and rejecting deviations that the customer asserted were necessary to reflect the positions of the parties); *Midwest Indep. Transmission Sys. Operator, Inc.*, 111 FERC ¶ 61,421 (2005) (rejecting deviations to correct mistakes in the *pro forma* agreement); *PJM*, 111 FERC ¶ 61,163 at n.43 (rejecting a one-sided indemnification provision and changes corresponding to a cancelled agreement).

facility and the maximum charge duration, that is similar to the operational information MISO requires under section 8.4 from variable energy resources.⁴⁵

26. Although we accept the Harding Street GIA, subject to condition, as discussed above, we appreciate that MISO's *pro forma* GIA was not originally intended to govern the interconnection of electric storage resources to MISO's transmission grid. As noted above, the Commission is exploring issues related to the interconnection of electric storage resources.⁴⁶

27. The Harding Street GIA contains language that MISO proposed to add to Article 11.3 of its *pro forma* GIA, as filed in unrelated Docket No. ER16-696-000 to comply with the Commission's orders in Docket No. EL15-68, *et al.*⁴⁷ As that language is pending Commission review, we will accept the filing herein subject to the condition that, should the Commission in Docket No. ER16-696 require changes to MISO's proposed language, MISO must re-file the Harding Street GIA to reflect such changes within 30 days of the Commission's order in that proceeding.

The Commission orders:

(A) The Harding Street GIA is hereby accepted, subject to condition and subject to the outcome of Docket No. ER16-696, to become effective March 18, 2016, as discussed in the body of this order.

⁴⁵ We note, however, that Indianapolis Power's proposed section 8.4.a does not specify when or how this information would be provided to MISO. If MISO determines that more detail is necessary, MISO should file proposed changed language to section 8.4.a in a new filing under section 205 of the FPA that specifies when and how the new data needs to be provided.

⁴⁶ *See supra* P 2.

⁴⁷ *See Midcontinent Indep. Sys. Operator, Inc.*, 151 FERC ¶ 61,220, at PP 47, 53, *order on reh'g*, 153 FERC ¶ 61,352, at P 65 (2015).

(B) MISO is hereby directed to submit a compliance filing, within 30 days of the date of this order, as discussed in the body of this order.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.