

I. Background

A. MISO Interconnection Process

2. The Definitive Planning Phase (DPP) is the final phase of MISO's generator interconnection process, during which MISO conducts reliability and deliverability studies that determine whether there is available transmission capacity to accommodate the interconnection of new proposed generation facilities or whether network upgrades are needed. All generators newly interconnecting to the MISO transmission system for either NRIS⁴ or ERIS⁵ must provide an M2 milestone payment when they first enter MISO's DPP study queue.⁶ The M2 milestone payment is refundable once a Generator Interconnection Agreement (GIA) is executed and the interconnection customer provides an Initial Payment⁷ under the GIA towards the cost of any required network upgrades. However, if the interconnection customer withdraws from the queue, the M2 milestone payment will first be applied to the cost of network upgrades that are shifted to concurrent or later-queued

⁴ NRIS allows an interconnection customer to interconnect its Generating Facility to the MISO transmission system or distribution system, as applicable, and integrate its Generating Facility with the transmission system to deliver its output over that system in the same manner as for any Generating Facility designated as a network resource. MISO, FERC Electric Tariff, Attachment X (0.0.0), § 1. Unless indicated otherwise, all capitalized terms shall have the same meaning given them in the MISO Tariff.

⁵ ERIS allows an interconnection customer to connect its Generating Facility to the MISO transmission system or distribution system, as applicable, and to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the transmission system on an as available basis. MISO, FERC Electric Tariff, Attachment X (0.0.0), § 1.

⁶ A project is eligible to enter the DPP after the interconnection customer has provided the DPP entry milestone (the M2 milestone payment), technical data requirements, and the DPP study deposit. *See* MISO, FERC Electric Tariff, Attachment X (0.0.0), § 8.2; MISO Business Practice Manual No. 015-r11, Generator Interconnection. (effective Mar. 19, 2015) (Manual-No. 015).

⁷ An interconnection customer is required to make an Initial Payment equal to (1) 10-20 percent of the total cost of its network upgrades or (2) the total cost of its network upgrades in the form of security, within a prescribed time period following the execution of the GIA or the filing of an unexecuted GIA with the Commission. *See* MISO, FERC Electric Tariff, Attachment X (0.0.0), § 11.5.

projects, with the remaining funds refunded to the withdrawing interconnection customer.⁸ In the event that an interconnection customer's project is withdrawn, the unused portion of the M2 milestone payment also covers the cost of restudies associated with any affected lower-queued projects or any other projects with which interconnection customer's project shares responsibility for funding.⁹

3. On March 8, 2013, the Commission accepted, subject to condition, revisions to Module E of MISO's Tariff to allow generation external to MISO's footprint to participate in capacity auctions and deliver the generating facility's electric output into the MISO system by obtaining E-NRIS.¹⁰

B. Internal MISO Generation Complaint

4. On March 29, 2016, in Docket No. EL15-99-000, the Commission granted in part and denied in part a complaint filed by Internal MISO Generation. The Commission granted the complaint and found that Internal MISO Generation had met its burden under section 206 of the Federal Power Act (FPA)¹¹ to show that the MISO Tariff was unjust, unreasonable, unduly discriminatory or preferential because the terms and conditions governing E-NRIS should be included in the Tariff and not just in MISO's Business Practice Manual.¹² The Commission directed MISO to file within 60 days revisions to the Tariff to provide language that addresses E-NRIS, including the details of a Service Agreement for E-NRIS customers, as well as the requirement for an Initial Payment in that Service Agreement. The Commission also denied other aspects of the complaint but instituted an investigation under section 206 of the FPA in Docket No. EL16-12-000 because it found that it appears that MISO's Tariff may be unjust, unreasonable, unduly discriminatory, or preferential because it does not specify in sufficient detail which interconnection customers must make the M2 milestone payment.¹³ The Commission further found that it appears that

⁸ See Business Practice Manual-No. 015, § 6.2.11.

⁹ MISO, FERC Electric Tariff, Attachment X (0.0.0), § 13.3.

¹⁰ See *Midwest Indep. Transmission Sys. Operator, Inc.*, 142 FERC ¶ 61,182 (2013).

¹¹ 16 U.S.C. § 824e (2012).

¹² *Internal MISO Generation v. Midcontinent Indep. Sys. Operator, Inc.*, 154 FERC ¶ 61,248, at P 30 (March 29 Order), *order on reh'g and clarification*, 157 FERC ¶ 61,020 (2016).

¹³ March 29 Order, 154 FERC ¶ 61,248 at P 32.

MISO's Tariff may be unjust, unreasonable, unduly discriminatory or preferential because it does not include detailed provisions regarding NRIS-only customers.¹⁴

5. In the section 206 proceeding in Docket No. EL16-12-000, the Commission ordered a paper hearing and stated that upon initial review, the concerns identified by the Commission might be addressed by revising MISO's Tariff to: (1) make clear that the M2 milestone payment is assessed to all interconnection customers, whether new or existing, or internal or external, or a showing by MISO that it should not be required to do so; and (2) clarify the services it provides and the process for receiving that service for every class of interconnection customer to which the Tariff applies.¹⁵ The Commission stated that the Tariff provisions should ensure that all interconnection customers, internal and external, and new and existing, are treated comparably, and are consistent with the overall goals of interconnection queue reform of discouraging speculative or unviable projects from entering the queue and getting projects that are not making progress towards commercial operation out of the queue.

6. On May 31, 2016, in Docket No. ER16-1817-000, MISO filed a compliance filing in response to the March 29 Order.¹⁶ The filing changed certain sections of MISO's Tariff to address E-NRIS and application of the M2 milestone payment. MISO also added a *pro forma* Service Agreement for E-NRIS customers. MISO noted that the revisions were proposed to comply with the March 29 Order, but were subject to the outcome of the paper hearing in Docket No. EL16-12-000, where MISO argued that the M2 milestone payment should not be assessed to E-NRIS and NRIS-only customers.¹⁷

7. In the October 13 Order, the Commission ruled on the paper hearing and found that MISO failed to show cause why the M2 milestone payment should not be applied to E-NRIS and NRIS-only customers and that it is unjust, unreasonable, unduly discriminatory or preferential for MISO to exempt E-NRIS and NRIS-only customers from the M2 milestone payment, because all similarly situated interconnection customers must be treated comparably.¹⁸ The Commission also addressed MISO's argument that, because E-NRIS

¹⁴ *Id.* P 33.

¹⁵ *Id.* P 34.

¹⁶ MISO, Compliance Filing, Docket No. ER16-1817-000, Transmittal Letter at 3-4 (filed May 31, 2016).

¹⁷ MISO, Initial Brief, Docket No. EL16-12-001, at 9-15 (filed May 5, 2016).

¹⁸ October 13 Order, 157 FERC ¶ 61,021 at P 55.

and NRIS-only interconnection requests involve existing generating facilities and do not add new MWs, the M2 milestone payment would be zero under the current formula. The Commission found that the current formula for the M2 milestone payment is unjust and unreasonable because the payment cannot effectively protect all customers comparably against the consequences of a withdrawal if the E-NRIS or NRIS-only customer does not have to put forth some capital at risk. The Commission directed MISO to make a further compliance filing including Tariff revisions that: (1) apply the M2 milestone payment to all classes of interconnection customer, including E-NRIS and NRIS-only customers, and (2) make clear that the M2 milestone payment assessed to any customer is not zero.¹⁹ The Commission directed MISO to collect the M2 milestone payment from interconnection customers that enter the DPP on or after the refund effective date established in the March 29 Order (i.e., April 5, 2016) within 30 days of the date of the order accepting MISO's compliance filing adjusting the M2 milestone payment formula.²⁰

8. The Commission also accepted the compliance filing in Docket No. ER16-1817-000, subject to condition, to be effective prospectively as of April 5, 2016.²¹ The Commission directed MISO to adjust the Tariff including: (1) providing that the M2 milestone payment be refunded to NRIS-only customers after satisfaction of the new Initial Payment;²² (2) adding a specific, defined term for "existing Generating Facility" in section 2.1(e) of the Tariff;²³ (3) subjecting E-NRIS customers to the same deposits and payments as all other customers;²⁴ (4) subjecting NRIS-only customers to the same deposits and payments when they go through the same studies and procedures as all other customers;²⁵ and (5) describing in detail the classes of customers that can obtain E-NRIS and providing further explanation of MISO's statements that "some of the Interconnection Customers are requesting E-NRIS for generation located within the MISO reliability footprint, but connected to a distribution circuit" and "[e]xternal resources are those not directly interconnecting to the MISO

¹⁹ *Id.* P 62.

²⁰ *Id.* P 63.

²¹ *Id.* P 77.

²² *Id.* P 58.

²³ *Id.* P 78.

²⁴ *Id.* P 79.

²⁵ *Id.*

Transmission System, which includes distribution level facilities physically within the MISO boundaries.”²⁶

9. The Commission accepted the *pro forma* E-NRIS Service Agreement, subject to condition, and made it effective prospectively as of April 5, 2016.²⁷ The Commission directed MISO to submit a further compliance filing adjusting the *pro forma* E-NRIS Service Agreement to: (1) provide a specific, defined term to reference E-NRIS customers;²⁸ (2) change the termination clause to match that of the existing termination clause in the *pro forma* GIA;²⁹ (3) specify the E-NRIS customer’s point of delivery into MISO and identify the external generating resource that is associated with the E-NRIS;³⁰ and (4) add a section that is similar to Appendix B to the *pro forma* GIA, as there may be upgrades or other milestones that the E-NRIS customer must meet in order to connect to the MISO system in a timely fashion, and these should be memorialized in the *pro forma* E-NRIS Service Agreement to ensure that the customer is proceeding toward deliverability.

C. LEPA E-NRIS Service Agreement

10. On April 5, 2016, in Docket No. ER16-1346-000, MISO filed the LEPA E-NRIS Service Agreement, an agreement for E-NRIS between MISO, as transmission provider, and LEPA, as interconnection customer, regarding an existing Generating Facility located external to the MISO transmission system.³¹ On June 3, 2016, the Commission accepted the LEPA E-NRIS Service Agreement, effective April 6, 2016, subject to the outcome of the complaint proceeding in Docket Nos. EL15-99-000 and EL16-12-000.³²

²⁶ *Id.* P 80 (citing Midcontinent Independent System Operator, Inc., Motion for Leave to Answer and Answer, Docket No. ER16-1817-000, at 8 (filed July 6, 2016)).

²⁷ *Id.* P 81.

²⁸ *Id.* P 82.

²⁹ *Id.* P 85.

³⁰ *Id.* P 99.

³¹ MISO, E-NRIS Agreement Filing, Docket No. ER16-1346-000 (filed Apr. 15, 2016). The LEPA E-NRIS Service Agreement conformed to a *pro forma* Service Agreement for E-NRIS that the Commission rejected in Docket No. ER16-1120-000. *See Midcontinent Indep. Sys. Operator, Inc.*, 155 FERC ¶ 61,147, at P 14 (2016).

³² *Midcontinent Indep. Sys. Operator, Inc.*, 155 FERC ¶ 61,239, at P 12 (2016).

11. In the October 13 Order, the Commission directed MISO to submit with its compliance filing revisions to the LEPA E-NRIS Service Agreement accepted in Docket No. ER16-1346-000 to conform that agreement with the *pro forma* E-NRIS Service Agreement, as revised according to the directives described above.³³

D. MISO's Proposed Queue Reform

12. On October 21, 2016, in Docket No. ER17-156-000, MISO submitted proposed revisions to its GIP and its *pro forma* GIA contained in Attachment X of its Tariff.³⁴ The proposed changes will modify the current interconnection queue by restructuring the DPP into three sequential phases and two new cash-at-risk milestone payments (the M3 and M4 milestone payments) at two designated off-ramps that are intended to allow an interconnection customer to withdraw its project from the queue on a more structured basis. MISO's queue reform filing includes the Tariff provisions related to E-NRIS and NRIS-only that are also filed in Docket No. ER16-1817-001. We address MISO's queue reform proposal in a separate order issued concurrently with this order.³⁵

II. Filings

A. E-NRIS Filing, Docket No. ER16-1817-001

13. MISO states that it has revised section 8.2 of the GIP to comply with the Commission's directives in the October 13 Order to (1) apply the M2 milestone payment to all classes of interconnection customer, including E-NRIS and NRIS-only customers, and (2) make clear that the M2 milestone payment assessed to any customer is not zero.³⁶ MISO states that its proposed revisions require interconnection customers seeking E-NRIS and NRIS-only to pay a DPP entry milestone equal to \$4,000 times the MW amount of the interconnection request, which would ensure that all interconnection customers would be responsible for an entry milestone greater than zero dollars. MISO states that the proposed entry milestone fee is consistent with MISO's queue reform filing in Docket No. ER17-156-000, which proposes to apply the same \$4,000/MW entry milestone fee to all categories of interconnection customers on a going forward basis beginning on January 4, 2017.

³³ October 13 Order, 157 FERC ¶ 61,021 at P 77.

³⁴ MISO Queue Reform Filing, Docket No. ER17-156-000 (filed Oct. 21, 2016).

³⁵ *Midcontinent Indep. Sys. Operator, Inc.*, 158 FERC ¶ 61,003 (2017).

³⁶ E-NRIS Filing, Transmittal Letter at 4 (citing October 13 Order, 157 FERC ¶ 61,021 at PP 55, 58).

14. MISO states that section 8.2 of the GIP in its currently effective form complies with the Commission's directive that MISO must provide that the M2 milestone payment be refunded for NRIS-only customers after satisfaction of the Initial Payment milestone.³⁷ MISO asserts that section 8.2 already provides that the M2 milestone payment is refunded to any type of interconnection customer if the interconnection customer satisfies its Initial Payment obligation under Article 11.5 of its non-provisional GIA or Article 6.0 of the *pro forma* E-NRIS Service Agreement.

15. MISO states that it will apply the proposed revisions in section 8.2 in accordance with the Commission's directive to apply the revised Tariff procedures to interconnection customers that enter the DPP on and after April 5, 2016, and to maintain the queue positions and existing Tariff procedures for all interconnection customers that had already entered the DPP as of that date.³⁸ MISO states that it will collect the M2 milestone payment from those interconnection customers within 30 days of the date of the order accepting this compliance filing.

16. MISO states that it has revised section 1 of the GIP to respond to the Commission's directive to add a specific defined term for Existing Generating Facility.³⁹ MISO states that an Existing Generating Facility is now defined as "a Generating Facility that is either under construction or is in service, and has an unsuspended interconnection agreement with its host transmission provider." In addition, MISO states it is proposing revisions to the definitions of "Interconnection Request" and "Interconnection Service" to clarify the scope of those terms.

17. MISO states that it has revised section 3.3.1 and section 8.2 of the GIP to comply with the Commission's directive that E-NRIS customers and NRIS-only customers, when they go through the same studies and procedures as all other customers, must be subject to the same deposits and payments as all other customers.⁴⁰ MISO proposes to revise sections 3.3.1 and 8.2 such that all interconnection customers would be subject to the same study deposit requirement based on the study deposit schedules already contained in those sections.

³⁷ *Id.* at 6 (citing October 13 Order, 157 FERC ¶ 61,021 at P 58).

³⁸ *Id.* (citing October 13 Order, 157 FERC ¶ 61,021 at P 63).

³⁹ *Id.* at 7 (citing October 13 Order, 157 FERC ¶ 61,021 at P 78).

⁴⁰ *Id.* at 8 (citing October 13 Order, 157 FERC ¶ 61,021 at P 79).

18. MISO states that it is proposing to revise section 2.1(e) of the GIP to comply with the Commission's directive that MISO describe in detail the classes of customers that can obtain E-NRIS.⁴¹ MISO proposes to insert the newly-defined term "Existing Generating Facilities" and to replace the term "Transmission Provider" with "Transmission System" in order to make clear an interconnection customer with an Existing Generating Facility would be eligible to request E-NRIS if the interconnection customer is external to the Transmission System.⁴² MISO asserts that an Existing Generating Facility is external to the Transmission System where the Existing Generating Facility interconnects to a Distribution Facility⁴³ located within the Transmission Provider Region.⁴⁴ MISO states that, by definition, the Transmission System does not include any Distribution Facilities; specifically, the definition of Transmission System states that "while not a part of the Transmission System, service over Distribution Facilities is available through the execution of a Service Agreement pursuant to Schedule 11 of this Tariff."⁴⁵ MISO further clarifies that an Existing Generating Facility is also external to the Transmission System where the Existing Generating Facility interconnects to a transmission facility or distribution facility located outside of the Transmission Provider Region.

19. MISO states it is proposing to revise Article 8.0 of the E-NRIS Service Agreement to comply with the Commission's directives in the October 13 Order. Specifically, MISO: uses the new term "Existing Generating Facility;" makes changes to the termination provision in section 8.0 to match the termination provision in the *pro forma* GIA; includes the specification of a Point of Delivery in Appendix A-2; and adds a new Appendix B that addresses milestones.⁴⁶

⁴¹ *Id.* (citing October 13 Order, 157 FERC ¶ 61,021 at P 80).

⁴² *Id.* at 8-9.

⁴³ MISO's Tariff defines a Distribution Facility as "The low-voltage transmission facilities owned or controlled or operated by the Transmission Provider, or a Transmission Owner, or both, and used in a sale for resale of, or to transmit, electric energy in interstate commerce on behalf of a wholesale purchaser pursuant to a Commission filed Open Access Transmission Tariff (i.e., to provide Wholesale Distribution Service)." MISO FERC Electric Tariff, Module A, § 1.D (40.0.0).

⁴⁴ E-NRIS Filing, Transmittal Letter at 9.

⁴⁵ *Id.* (citing MISO FERC Electric Tariff, Module A, § 1.T (40.0.0)).

⁴⁶ *Id.* (citing October 13 Order, 157 FERC ¶ 61,021 at PP 85, 99).

20. MISO states that, as set forth in the October 13 Order, the effective date of the proposed Tariff changes is April 5, 2016.⁴⁷ MISO states that it files Tariff sheets reflecting this effective date.⁴⁸ MISO also filed Tariff sheets reflecting an effective date of September 21, 2016, which include Tariff language currently pending in Docket Nos. ER16-696, *et al.* and ER16-2374, *et al.* MISO requests that the Commission treat such language as subject to the outcome of those dockets, and commits to file any revisions necessary to comply with Commission orders in those dockets.⁴⁹ MISO further files Tariff sheets reflecting an effective date of October 5, 2016, which include Tariff language currently pending in Docket Nos. ER17-15-000, ER16-696, *et al.*, and ER16-2374, *et al.* MISO requests that the Commission treat such language as subject to the outcome of those dockets, and commits to file any revisions necessary to comply with Commission orders in those dockets.⁵⁰ Finally, MISO files Tariff sheets reflecting an effective date of January 4, 2017, which includes Tariff language currently pending in Docket Nos. ER17-156-000, ER17-15-000, ER16-696, *et al.*, and ER16-2374, *et al.* MISO requests that the Commission treat such language as subject to the outcome of those dockets, and commits to file any revisions necessary to comply with Commission orders in those dockets.⁵¹

B. LEPA E-NRIS Service Agreement, Docket No. ER16-1346-001

21. MISO states that its revised LEPA E-NRIS Service Agreement filed in Docket No. ER16-1346-001 conforms that agreement with the *pro forma* E-NRIS Service Agreement as revised in accordance with the October 13 Order.⁵² Specifically, MISO: uses the new term “Existing Generating Facility”; includes new sections 6.0 (Initial Payment) and 6.2 (Provision of Security); makes changes to the termination provision in section 8.0 to match the termination provision in the *pro forma* GIA; includes the specification of a Point of Delivery in Appendix A-2; and adds a new Appendix B that addresses milestones.⁵³

⁴⁷ *Id.* at 11.

⁴⁸ *Id.* at 10.

⁴⁹ *Id.* n.46.

⁵⁰ *Id.* n.47.

⁵¹ *Id.* n.48.

⁵² LEPA E-NRIS Service Agreement Filing, Transmittal Letter at 4.

⁵³ *Id.*, Tab A (LEPA E-NRIS Service Agreement).

MISO states that the effective date of the changes to the LEPA E-NRIS Service Agreement is April 5, 2016.⁵⁴

III. Notice and Responsive Pleadings

22. On November 18, 2016, notice of the compliance filings in Docket Nos. ER16-1817-001 and ER16-1346-001 was published in the *Federal Register*, 81 Fed. Reg. 81,756 (2016), with interventions and protests due on or before December 5, 2016. None was filed in Docket No. ER16-1346-001. The American Wind Energy Association and Wind on the Wires (together, AWEA/WOW) filed a timely protest in Docket No. ER16-1817-001.

A. Protest

23. AWEA/WOW filed comments related to three areas of MISO's compliance filing in Docket No ER16-1817-001. First, AWEA/WOW take issue with the termination provisions in Article 8.0 of the *pro forma* E-NRIS Service Agreement.⁵⁵ AWEA/WOW argue that MISO has omitted a portion of the termination clause in section 2.3.1 of the *pro forma* GIA providing for termination if a portion of a generating facility fails to reach commercial operation. AWEA/WOW add that MISO has included a term that is not present in the *pro forma* GIA termination section regarding notice of termination.

24. AWEA/WOW also protest MISO's proposed Appendix B to the *pro forma* E-NRIS Service Agreement.⁵⁶ AWEA/WOW state that the Appendix B submitted by MISO is incomplete and that the Commission should direct MISO to include additional milestones that the interconnection customer must meet, such as a date for the provision of security, as needed. AWEA/WOW further note that MISO has not included section B of Appendix B, which lists the transmission owner's milestones. AWEA/WOW request that the Commission direct MISO to include section B to Appendix B.

25. Finally, AWEA/WOW state that MISO allows external generation to connect to the MISO grid via requests for transmission service.⁵⁷ AWEA/WOW argue that MISO's external transmission service study requirements are not as rigorous as its GIP, and thus cause cost shifts to interconnection customers in the GIP and undermine the findings that are

⁵⁴ *Id.*, Transmittal Letter at 5 (citing October 13 Order, 157 FERC ¶ 61,021 at PP 63, 77).

⁵⁵ AWEA/WOW Protest at 2-3.

⁵⁶ *Id.* at 4.

⁵⁷ *Id.* at 6.

at the heart of the Commission's findings in the October 13 Order.⁵⁸ AWEA/WOW request that the Commission state that the only means for external resources to obtain capacity rights on the MISO grid is as E-NRIS under MISO's GIP.⁵⁹

IV. Commission Determination

26. We accept MISO's proposed Tariff revisions in Docket No. ER16-1817-001, subject to condition and subject to the outcome of Docket Nos. ER17-156-000, ER17-15-000, ER16-696, *et al.*, and ER16-2374, *et al.*, to be effective as of April 5, 2016, as requested. We find that MISO's proposed E-NRIS provisions are just and reasonable and in compliance with the Commission's directives in the October 13 Order. The Tariff changes will ensure comparable treatment for all customers, external or internal, existing or new. We also accept MISO's revised LEPA E-NRIS Service Agreement in Docket No. ER16-1346-001, subject to condition,⁶⁰ to be effective as of April 6, 2016.⁶¹ We direct MISO to submit a compliance filing within 30 days of the date of this order that includes revised Tariff sheets reflecting this effective date for the LEPA E-NRIS Service Agreement.

27. We agree with AWEA/WOW that the termination provision in Article 8.0 of the *pro forma* E-NRIS Service Agreement does not align with the termination provision in section 2.3.1 of the *pro forma* GIA. In the October 13 Order, the Commission directed MISO to "change the termination clause of the proposed *pro forma* E-NRIS Service Agreement to match that of the existing termination clause in the *pro forma* GIA" because "all customers should face the same termination rules."⁶² The Commission

⁵⁸ *Id.*

⁵⁹ *Id.* at 6.

⁶⁰ 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.

⁶¹ MISO mistakenly asserts that the Commission set an effective date of April 5, 2016 for the LEPA E-NRIS Service Agreement in the October 13 Order. However, the effective date for the LEPA E-NRIS Service Agreement was set at April 6, 2016 in the order accepting the agreement subject to the outcome of the complaint proceeding in Docket Nos. EL15-99-000 and EL16-12-000. *See Midcontinent Indep. Sys. Operator, Inc.*, 155 FERC ¶ 61,239 at P 12.

⁶² October 13 Order, 157 FERC ¶ 61,021 at P 85.

also directed MISO to file revisions to the LEPA E-NRIS Service Agreement in Docket No. ER16-1346-000 to conform that agreement with the *pro forma* E-NRIS Service Agreement.⁶³ Accordingly, we direct MISO, in its compliance filing to be submitted within 30 days of the date of this order, to alter Article 8.0 in both Service Agreements as follows:

Service under this agreement may be terminated upon (a) Interconnection Customer providing MISO with ninety (90) Calendar Days advance written notice, or (b) if the Generating Facility or a portion of the Generating Facility does not begin Commercial Operation within three (3) consecutive years of the Commercial Operation Date listed in Appendix B or cease Commercial Operation for three (3) consecutive years beginning with the last date of Commercial Operation of the Generating Facility, by MISO giving Interconnection Customer ninety (90) Calendar Days advance written notice ~~or on such date as mutually agreed upon by the Parties . . .~~

28. We further agree with AWEA/WOW that Appendix B to the *pro forma* E-NRIS Service Agreement is lacking in detail, and we find the same deficiency in the Appendix B to the LEPA E-NRIS Service Agreement. In the October 13 Order, the Commission directed MISO to add the details from Appendix B to the *pro forma* GIA to the *pro forma* E-NRIS Service Agreement. MISO has added Appendix B but has omitted section B (transmission owner's responsibilities) and a significant number of milestones for the interconnection customer. We direct MISO, on compliance, to submit a new Appendix B to the *pro forma* E-NRIS Service Agreement and the LEPA E-NRIS Service Agreement that (1) either includes all milestones from Appendix B to the *pro forma* GIA or explains why certain milestones do not apply, and (2) includes section B (transmission owner's milestones).

29. Last, we reject AWEA/WOW's concern that an external generator may submit a request for transmission service in order to interconnect to the MISO grid, instead of a request for E-NRIS under MISO's GIP, as beyond the scope of this proceeding.

The Commission orders:

(A) MISO's proposed Tariff revisions in Docket No. ER16-1817-001 are hereby accepted, subject to condition and subject to the outcome of Docket Nos. ER17-156-000, ER17-15-000, ER16-696, *et al.*, and ER16-2374, *et al.*, to be effective April 5, 2016, as discussed in the body of this order.

⁶³ *Id.* P 77.

(B) MISO's proposed revisions to the LEPA E-NRIS Service Agreement filed in Docket No. ER16-1346-001 are hereby accepted, subject to condition, to be effective April 6, 2016, as discussed in the body of this order.

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

By the Commission.

(S E A L)

Kimberly D. Bose,
Secretary.