

141 FERC ¶ 61,068
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Jon Wellinghoff, Chairman;
Philip D. Moeller, John R. Norris,
Cheryl A. LaFleur, and Tony T. Clark.

Midwest Independent Transmission System Operator, Inc. Docket No. ER12-1928-000

ORDER CONDITIONALLY ACCEPTING AMENDED GENERATOR
INTERCONNECTION AGREEMENT

(Issued October 26, 2012)

1. On June 1, 2012, the Midwest Independent Transmission System Operator, Inc. (MISO) filed an unexecuted Amended and Restated Generator Interconnection Agreement (Amended GIA) among Wisconsin Public Service Corporation (WPSC) as Interconnection Customer, Southern Minnesota Municipal Power Agency (SMMPA) as Transmission Owner, and MISO as Transmission Provider.¹ MISO requests (1) acceptance of the Amended GIA and (2) waiver of the Commission's 60-day prior notice requirement.

2. In this order, we conditionally accept the Amended GIA to become effective June 2, 2012, as requested. We direct MISO to make a compliance filing further amending the Amended GIA, as discussed below.

I. Background and Filing

3. WPSC has developed and owns the Crane Creek Wind Farm (Crane Creek Project), a 100 megawatt (MW) wind generation facility in southeast Minnesota.² The Crane Creek Project achieved commercial operation in December 2009 pursuant to the

¹ Midwest Independent Transmission System Operator, Inc., FERC FPA Electric Tariff, Midwest ISO Agreements, [SA 2052, Southern Minnesota-WPSC GIA, 0.0.0.](#)

² The Crane Creek Project is designated as Project G551 in the MISO interconnection queue.

terms of its existing generator interconnection agreement which was executed on March 26, 2009 and subsequently amended and restated on December 3, 2009 and September 2, 2010 (the Original GIA).

4. As discussed below, MISO seeks to further amend the Original GIA to incorporate the results of MISO's recently-completed restudy of Group 5, a collection of interconnection customers (of which WPSC is a member) in southwest Minnesota, northwest Iowa, and eastern South Dakota that, pursuant to MISO's generator interconnection procedures (GIP), was studied as a group for the purpose of conducting interconnection studies.

5. The study, and restudy, of Group 5 has a lengthy history. Originally consisting of 32 projects totaling more than 2,000 MWs, Group 5 was initially studied by MISO beginning in 2006, with the group's original system impact study completed in 2007. Facilities studies that refined the cost responsibility for individual group members were then completed over the course of the next two years. Some members of Group 5 executed GIAs based upon these study results, and a subset of those members, including WPSC's Crane Creek Project, proceeded to commercial operation.

6. However, in the fall of 2009 another member of Group 5, Community Wind North LLC (Community Wind), successfully challenged its unexecuted GIA that included the results of MISO's original Group 5 studies, arguing to the Commission that MISO had failed to determine the correct "but for" costs required for its project's interconnection.³ Soon thereafter, MISO informed the Commission that restudy of the Group 5 projects was necessary due to the withdrawal of higher-queued generators, including some

³ *Midwest Indep. Transmission Sys. Operator, Inc.*, 129 FERC ¶ 61,019 (2009) (*Community Wind I*), *order on reh'g*, 131 FERC ¶ 61,165 (*Community Wind II*), *order on reh'g*, 133 FERC ¶ 61,011 (2010). Community Wind challenged MISO's proposal to assign to it and certain other members of Group 5 all of the costs of the Brookings County – Twin Cities project (the Brookings Line), a new 345 kV transmission line that MISO had previously evaluated as being needed for system reliability. MISO has since designated the Brookings Line as a Multi-Value Project (MVP). Under Section 1.429A of MISO's Open Access Transmission, Energy and Operating Reserves Markets Tariff (Tariff) an MVP is one or more Network Upgrades that address a common set of Transmission Issues and satisfy the conditions listed in Sections II.C.1, II.C.2, and II.C.3 of Attachment FF. MISO no longer proposes to assign the costs of the Brookings Line to Group 5 but instead has sought and received approval from its Board of Directors to identify the Brookings Line as an MVP and allocate the costs of that line to transmission service customers pursuant to the MVP-related terms of the MISO Tariff.

members of Group 5.⁴ MISO subsequently performed its restudy of the Group 5 projects and has sought to amend the existing Group 5 GIAs to incorporate the results of that restudy.⁵

7. MISO states that the Amended GIA was filed unexecuted because WPSC objects to MISO's proposed amendments.⁶ As MISO explains, it seeks to amend the Appendices to the Original GIA to include references to new system upgrades that are needed for the Crane Creek Project to obtain unconditional interconnection service.⁷ MISO also proposes to allocate to the Crane Creek Project partial cost responsibility for certain of these newly-identified network upgrades.⁸ Although MISO proposes to add as contingent facilities in the Amended GIA three MVPs – (1) the Brookings Line; (2) the North Lacrosse-Cardinal project; and (3) the Pleasant Prairie to Zion Energy Center project (collectively, the Contingent MVPs) – MISO explains that the Amended GIA does not assign any MVP costs to the Crane Creek Project.⁹ MISO argues that the Commission has recognized that GIAs cannot account for all contingencies and has therefore directed parties to revisit the negotiated terms of GIAs when such contingencies occur. MISO argues that executed GIAs may be amended to incorporate revised cost estimates, even if such costs are not identified in the original interconnection studies and GIA, and that the Commission has recognized that the execution of a GIA does not preclude later amendment.¹⁰

⁴ *Community Wind II*, 131 FERC ¶ 61,165 at P 28.

⁵ See, e.g., *Midwest Indep. Transmission Sys. Operator, Inc.*, Docket No. ER12-1748-000 (June 15, 2012) (delegated letter order); *Midwest Indep. Transmission Sys. Operator, Inc.*, 140 FERC ¶ 61,192 (2012).

⁶ MISO Transmittal Letter at 13.

⁷ *Id.* at 8-9, 11-12.

⁸ *Id.* at 8-9 (noting the Crane Creek Project's proposed allocation of \$147,168 and \$126,917.31 for its respective shares of the following Common Use Upgrades: Hazleton to Mitchell County 345 kilovolt (kV) line and the ATC 75 MVAR Cap Bank upgrades).

⁹ *Id.* at 11.

¹⁰ *Id.* at 4. MISO references *Midwest Independent Transmission System Operator, Inc.*, 135 FERC ¶ 61,222, at P 31 (2011) (*Settlers Trail*), in which, according to MISO, the Commission rejected the argument that the execution of a GIA "precluded further amendment in that such an outcome would be inconsistent with MISO's unilateral filings

(continued...)

8. MISO also seeks waiver of the Commission's 60-day notice requirement. MISO states that waiver will provide certainty to MISO, WPSC, and SMMPA as to the status of the agreement.¹¹

II. Notice of Filing and Responsive Pleadings

9. Notice of the filing was published in the *Federal Register*, 77 Fed. Reg. 34,377 (2012), with interventions and protests due on or before June 22, 2012. NextEra Energy Resources, LLC, EcoEnergy LLC, Iberdrola Renewables, LLC, and SMMPA filed timely motions to intervene, and WPSC filed a timely motion to intervene and request for rejection of MISO's June 1 Filing (Rejection Filing). On July 9, 2012, MISO filed an answer to the Rejection Filing. On July 17, 2012, WPSC filed an answer to MISO's motion.

10. On July 27, 2012, staff issued a letter informing MISO that its June 1 Filing was deficient and requesting additional information. MISO submitted a response to this letter on August 27, 2012 (MISO Supplemental Filing). Notice of the MISO Supplemental Filing was published in the *Federal Register*, 77 Fed. Reg. 53,882 (2012), with

rights under section 205 of the [Federal Power Act] as described in Article 30.11 of the *pro forma* GIA. . . ." Article 30.11 of the Original GIA, which mirrors the same article of MISO's *pro forma* GIA, states:

Reservation of Rights. Transmission Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Transmission Owner and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this GIA shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

MISO Transmittal Letter at 4, nn. 10-11.

¹¹ *Id.* at 14.

interventions or protests due on or before September 17, 2012. WPSC filed a timely protest of the MISO Supplemental Filing.

A. WPSC Rejection Filing

11. WPSC provides a history of the original Group 5 study process as applied to the Crane Creek Project, the negotiation and execution of the Original GIA, and MISO's decision to restudy Group 5 in the wake of the Commission's *Community Wind* orders.¹² WPSC explains that, pursuant to the terms of Appendix A to the Original GIA, that GIA transitioned from "temporary" to "permanent" status on June 15, 2009, after which, according to WPSC, the Crane Creek Project was "freed" from certain operating limitations and cost responsibility for "future Network Upgrade[s]," including the new operating limitations and cost responsibility proposed by MISO in the Amended GIA.¹³ WPSC argues that, notwithstanding this transition and its effect, MISO now seeks to impose new obligations and cost responsibility based upon the 2011 Group 5 restudy, despite the fact that four of the five "new" upgrades did not even appear in the initial Group 5 studies that determined the Crane Creek Project's cost responsibility reflected in the Original GIA.¹⁴ WPSC also details its attempts to obtain from MISO an explanation regarding the basis for MISO's asserted authority to revise the Original GIA, an explanation which WPSC argues was not provided.¹⁵

12. As a threshold matter, WPSC asserts that the Original GIA is a so-called "Permanent" GIA that is protected from the unilateral amendments proposed by MISO by the *Mobile-Sierra* rule, the filed rate doctrine, and the law against retroactive ratemaking.¹⁶ WPSC states that the Original GIA prohibits MISO's proposed imposition of conditions and cost liabilities on the Crane Creek Project that are not identified in its appendices or in the so-called "ITC Facilities Study"¹⁷ as the responsibility of the Crane

¹² Rejection Filing at 3-7.

¹³ *Id.* at 4.

¹⁴ *Id.* at 4-5.

¹⁵ *Id.* at 5-6.

¹⁶ *Id.* at 7.

¹⁷ The ITC Facilities Study determined the cost and scheduling estimates associated with interconnecting the Crane Creek Project to SMMPA's transmission system. *Id.*, ex. CC-3 at 4.

Creek Project.¹⁸ WPSC argues that the Original GIA does not contain language authorizing MISO to impose new Common Use Upgrade and MVP costs and conditions on the Crane Creek Project.¹⁹

13. With respect to the “permanent” nature of the Original GIA, WPSC explains that the Original GIA originally had only “temporary” status, which, among other things, required that the Crane Creek Project assume “all risks and liabilities with respect to changes that may impact this GIA including, but not limited to, changes in output limits and responsibilities for future Network Upgrade cost responsibilities as set forth in [GIP] Section 11.5 that have not yet been identified....”²⁰ However, according to WPSC these temporary conditions would “cease to apply when the [ITC Facilities Study] has been completed and posted on the Transmission Provider’s website and the results therein have been incorporated in this GIA.”²¹ WPSC states that, on June 15, 2009, MISO provided to WPSC “Notice that your GIA has transitioned from Temporary to Permanent status.”²² According to WPSC, while the notice reserved possible cost responsibility for certain capacitor banks (ITC Capacitor Banks), the notice meant that WPSC no longer assumed “all risks and liabilities” that could impact the Original GIA, and the Crane Creek Project was no longer subject to changes in output limits and changes in cost responsibility based on as yet unidentified network upgrades.²³ WPSC states that MISO’s notice was otherwise unqualified, unrestricted, and unconditional, and did not leave room for MISO to assign operating or cost responsibilities resulting from future studies.²⁴

14. WPSC asserts that MISO has violated the Original GIA and the Federal Power Act’s just and reasonable standard by rejecting the results of the original Group 5 studies and proposing to amend the Original GIA to reflect the results of the Group 5 restudy. First, WPSC states that MISO has failed to satisfy the restudy trigger requirements in

¹⁸ *Id.* at 8. WPSC asserts that this prohibition applies independently of its separate objections to the changes in system conditions used by MISO in the Group 5 restudy. *Id.*

¹⁹ *Id.*

²⁰ *Id.* at 9-10 (citing Original GIA, appx. A, Orig. Sheet No. 79).

²¹ *Id.* at 10 (citing Original GIA, appx. A, Orig. Sheet No. 78).

²² *Id.*

²³ *Id.* at 10-11.

²⁴ *Id.* at 11.

article 11.3 of the Original GIA. It explains that, once the Crane Creek Project began commercial operation in December 2009 pursuant to its permanent GIA, the ITC Capacitor Banks were its sole potential cost exposure, and that additional upgrades “cannot possibly be required to accommodate Crane Creek to the grid because the required accommodation has already been achieved.”²⁵ WPSC states that article 11.3 does not give MISO the unilateral right to commission a re-study whenever it chooses, but instead requires certain findings – findings which WPSC alleges MISO has not made here – be made to trigger a restudy.²⁶ WPSC states that it requested, on May 4, 2012, that MISO identify the contingencies that MISO believed authorized its restudy, and that on May 15, 2012, MISO responded simply by asserting only that it had the authority to impose new Common Use Upgrade costs and MVP conditions based on the Crane Creek Project’s membership in Group 5.²⁷ WPSC argues that membership in Group 5 does not relieve MISO of its responsibilities under article 11.3 and that, as a result, MISO does not have the authority to restudy the Crane Creek Project and assign it new network upgrade costs or operating limitations.²⁸ WPSC asserts that MISO’s June 1 Filing demonstrates that it is in fact seeking to amend the Original GIA based not on article 11.3 contingencies, but rather based on changes in system conditions and facilities, which is not authorized by the Original GIA.²⁹

15. WPSC further asserts that the original Group 5 studies cannot simply be abandoned and restudied based on new assumptions, conditions, and facilities.³⁰ It states that only one of the five new upgrades identified in the Group 5 restudy – the Brookings Line³¹ – was present in the original Group 5 studies,³² and that, in effect, the Group 5

²⁵ *Id.* at 13.

²⁶ *Id.* at 14. WPSC notes that two members of Group 5, Project Nos. G608 and G618, withdrew from Group 5 but did not trigger a restudy, suggesting that the mere withdrawal of higher-queued customers does not, in and of itself, require a restudy.

²⁷ *Id.* at 14-15.

²⁸ *Id.* at 15-16.

²⁹ *Id.* at 16-17.

³⁰ *Id.* at 17.

³¹ The five “new” identified upgrades are the Contingent MVPs (which include the Brookings Line) and two new Common Use Upgrades, Arrowhead 345 kV 75 MVAR

restudy is actually a “new” study, with different topology, “sink” location, line ratings, and generator dispatch.³³ WPSC states that MISO does not dispute that the restudy was, in fact, a “new” study.³⁴ WPSC states that the Commission has rejected efforts to retroactively assign new interconnection costs that violate pre-existing contract rights,³⁵ and has recognized that the “interconnection process cannot work efficiently if the determinations made were under continual review with the potential for never-ending reallocations of costs related to numerous other projects.”³⁶ WPSC argues that *Community Wind II* also holds that a GIA must both identify contingencies affecting an interconnection customer’s cost responsibility, and include an estimate of a customer’s potential cost responsibility.³⁷ WPSC states that this right protects the customer from undisclosed liabilities and is reflective of a rational and equitable regulatory policy respectful of a customer’s cost finality.³⁸

16. WPSC references the facts in *Neptune Regional Transmission System LLC v. PJM Interconnection, L.L.C. (Neptune)*, arguing that the facts here are indistinguishable except that the Crane Creek Project, which has an executed GIA and is in operation, has an even stronger entitlement to cost finality than a project with only a queue position.³⁹ As

Capacitor Bank Addition Duluth Minnesota and the Hazleton-Mitchell Country 345 kV Line Uprate (MEC and ITC).

³² With respect to the Brookings Line, WPSC notes that the original Group 5 studies showed that Crane Creek had no impact on the line, while the Group 5 restudy shows an 8.1 percent impact. Rejection Filing at 17.

³³ *Id.* at 18.

³⁴ *Id.* at 19.

³⁵ *Id.* (citing *Edison Mission Energy v. Midwest Indep. Transmission Sys. Operator, Inc.*, 136 FERC ¶ 61,035 (2011)).

³⁶ *Id.* at 20 (quoting *FPL Energy Marcus Hook v. PJM Interconnection, L.L.C.*, 118 FERC ¶ 61,169, at P 17 (2007)).

³⁷ *Id.* (citing *Community Wind II*, 131 FERC ¶ 61,165 at P 23 & n.23).

³⁸ *Id.*

³⁹ *Id.* (citing *Neptune*, 110 FERC ¶ 61,098, *order on reh’g*, 111 FERC ¶ 61,455 (2005) (*Neptune Rehearing*)).

summarized by WPSC, in *Neptune*, PJM Interconnection, L.L.C. (PJM) attempted to allocate additional interconnection costs to the Neptune project based on generation retirements which occurred after Neptune had been assigned a queue position, and which were not reflected in the system impact study conducted by PJM. WPSC states that the Commission granted Neptune's complaint, finding that PJM's proposed restudy authority and cost allocations would make it impossible for Neptune to make reasoned business decisions.⁴⁰ Here, WPSC asserts that MISO similarly lacks authority to conduct restudies and assign new upgrade costs to the Crane Creek Project.

17. WPSC also states that MISO lacks the authority to substitute additional, future restudies for the original Group 5 studies. WPSC states that MISO alludes to future withdrawals by Group 5 members that might trigger additional, cascading restudies.⁴¹ WPSC states that MISO appears to reserve the authority to conduct a new restudy every year until MISO manages to price the last of the non-operating Group 5 member out of the queue. WPSC states that, as a "captive" in-service Group 5 member, the Crane Creek project would be subject to endless increasing transmission costs and conditionality.⁴²

18. WPSC states that MISO's assertion that the Commission, in its *Community Wind* orders, directed MISO to restudy Group 5 is erroneous.⁴³ WPSC states that the Commission held only that Group 5's cost responsibility for the Brookings Line must be limited to the costs that would not have been necessary "but for" its interconnection, and that any references to a "restudy" in those orders were simply referring to MISO's stated intent to conduct a restudy.⁴⁴ WPSC states that MISO did not need to substitute the Group 5 restudy for the original Group 5 studies to determine the facilities needed for the Community Wind project and to reallocate network upgrade costs based on the withdrawal of higher-queued customers. Instead, according to WPSC, MISO performed the restudy on its own volition to reflect updated system conditions.⁴⁵

⁴⁰ *Id.* at 20-21.

⁴¹ *Id.* at 22-23.

⁴² *Id.* at 23.

⁴³ *Id.* at 24.

⁴⁴ *Id.* at 24-25.

⁴⁵ *Id.* at 25.

19. With respect to MISO's proposed changes to Exhibit A10 in Appendix A, WPSC argues that MISO seeks to greatly expand beyond the scope of article 11.3, the grounds under which MISO can conduct future restudies. WPSC states that MISO has failed to provide any justification for its revision and therefore that MISO's filing is patently deficient and a substantive nullity.⁴⁶

20. WPSC rejects MISO's explanation, in its Transmittal Letter, of MISO's view regarding the "conditionality" of the Original GIA, and argues that, in any event, the Original GIA is a permanent GIA that bars MISO's proposed amendments. WPSC states that Appendix A refers to conditional Energy Resource Interconnection Service (ERIS) and Network Resource Interconnection Service (NRIS) that will remain conditional until all necessary network upgrades have been identified and placed in service. WPSC argues that the completion of the ITC Facilities Study identified the ITC Capacitor Banks as the only remaining Network Upgrades needed for the Original GIA to transition from temporary to permanent status and to grant unconditional service to the project. WPSC asserts that because MISO elected not to proceed with the ITC Capacitor Banks, MISO has no basis for claiming the Crane Creek project's service is conditional.⁴⁷

21. Finally, WPSC rejects MISO's claimed unilateral right to amend the Original GIA and argues that MISO has failed to demonstrate that its proposed amendments are just and reasonable. WPSC argues that MISO's reliance on the *Settlers Trail* order is misplaced because *Settlers Trail* involved a correction of a study oversight based on information available at the time the study was prepared, while no such oversight exists here.⁴⁸ Furthermore, WPSC argues that MISO's claim to a unilateral right under article 30.11 of the Original GIA to substitute that GIA with the Amended GIA ignores the fact that article 30.11 expressly applies "except to the extent that all parties otherwise mutually agree as provided herein."⁴⁹ WPSC argues that article 30.11 cannot be used in the manner proposed by MISO, asserting that the unilateral amendment authority expires once the parties have agreed to their bargain and cemented their relationship through a

⁴⁶ *Id.* at 26.

⁴⁷ *Id.* at 27-28.

⁴⁸ *Id.* at 28 (citing *Settlers Trail*, 135 FERC ¶ 61,222).

⁴⁹ *Id.*

contract.⁵⁰ WPSC also asserts that MISO cannot invoke its article 30.11 authority to revise the Original GIA in a manner contrary to other existing provisions of the GIA.⁵¹

B. MISO Answer

22. MISO asserts that, contrary to WPSC's claims, MISO had the proper authority to conduct a restudy based on the provisions of article 11.3 of the GIA.⁵² MISO argues that, although the withdrawal of Project Nos. G608 and G618 did not require a restudy, the withdrawal of another, higher queued project – G392 – and other projects in Group 5 triggered the need for restudy, consistent with article 11.3.1 of the GIA.⁵³ MISO explains that Project No. G392 was listed in Appendix A, Exhibit A10 of the original GIA as a contingent facility.⁵⁴ MISO also notes that the *Community Wind* orders recognized the need for the Group 5 restudy.⁵⁵

23. MISO also addresses arguments raised by WPSC that MISO either lacked authority to make a unilateral filing with the Commission to revise the Original GIA or that the Original GIA was otherwise permanent and could not be revised. MISO argues that WPSC's argument that MISO's unilateral authority under article 30.11 expired after the Original GIA was executed is contrary to the plain language of the GIA and Commission precedent, including *Settlers Trail*.⁵⁶

24. Regarding the suggestion that the Original GIA was permanent, and thus, could not be amended, MISO states that WPSC overstates the significance of the Original GIA's transition from provisional status, i.e., "temporary" status to non-provisional status, i.e., "permanent" status. MISO states that the interconnection service for the

⁵⁰ *Id.* at 29.

⁵¹ *Id.* at 29-30.

⁵² MISO Answer at 12-13.

⁵³ *Id.* at 13.

⁵⁴ *Id.* at 13-14.

⁵⁵ *Id.* at 14.

⁵⁶ *Id.* at 4-5.

Crane Creek project remains “conditional” ERIS, regardless of whether the Original GIA transitioned from provisional to non-provisional status.⁵⁷

25. MISO states that it explained in its transmittal letter that the Crane Creek Project has conditional ERIS until all system upgrades required for its reliable interconnection are in place, and while WPSC applied for a higher level of service, NRIS, in 2011, such service cannot be unconditionally granted under the current GIA.⁵⁸ Second, MISO states that conditional service is separate and distinct from whether a GIA is provisional (i.e., temporary) or non-provisional (i.e., permanent) under section 11.5 of the GIP.⁵⁹ Therefore, MISO states that WPSC is wrong to interpret the term “permanent” to mean that it voids the conditional nature of the Crane Creek Project’s ERIS; rather, MISO clarifies that Crane Creek has conditional ERIS under a non-provisional GIA.⁶⁰

26. MISO states that WPSC’s assertion that any limitation on its GIA ceased to apply once the GIA became permanent ignores language intended to clarify that the Crane Creek Project only has conditional ERIS until the necessary studies are completed.⁶¹

⁵⁷ *Id.* at 3.

⁵⁸ *Id.* at 7.

⁵⁹ *Id.* at 7-8. MISO states that the use of conditional ERIS and NRIS began in 2006 under the Tariff and predates the development of “provisional” GIAs in 2008-09. MISO Answer at n.18 (stating that the Commission accepted revisions to add “conditional” interconnection service to the MISO Tariff in *Midwest Indep. Transmission Sys. Operator, Inc.*, 116 FERC ¶ 61,306 (2006)).

MISO states that, separate from conditional interconnection service, “[u]pon the request of Interconnection Customer, and prior to completion of requisite Network Upgrades or Stand Alone Network Upgrades, Transmission Provider may provide a *provisional Generator Interconnection Agreement* for limited operation at the discretion of Transmission Provider based upon the results of available studies.” MISO Answer at n.19 (emphasis added).

⁶⁰ *Id.* at 8-9.

⁶¹ *Id.* at 8-10 (citing Appendix A of the Original GIA, which in turn states that when the Original GIA ceases to be temporary upon the completion of the ITC Facilities Study, the terms in Part I and III of Appendix A will remain in effect and only upon the written notice from MISO to Crane Creek will it transition from having conditional ERIS to unconditional ERIS).

MISO states that the additional studies have not been completed. MISO also states that WPSC ignores provisions in Part III of Appendix A from the Original GIA that explain that the Crane Creek project's service will remain conditional until all Network Upgrades have been identified and put into service. This includes the possibility of a restudy identifying additional Network Upgrades pursuant to provisions in section 11.3 of the GIA.⁶² MISO states that this refutes WPSC's contention that MISO has no authorization for a restudy. MISO further cites text from the Facilities Study conducted as part of the original Group 5 studies that MISO argues demonstrates the possibility of additional cost exposure for the Crane Creek project.⁶³

C. WPSC Answer

27. WPSC states that MISO's heavy reliance on the withdrawal of Project No. G392 is without merit because no article 11.3 finding that a restudy was required was made at the time of the project's withdrawal.⁶⁴ WPSC notes a number of actions taken by MISO that it alleges are inconsistent with MISO's assertion that Project No. G392 triggered the need for a restudy, including: (1) MISO's circulation more than six months after Project No. G392 withdrew of a Multi-Party Facilities Construction Agreement for the ITC Capacitor Banks and (2) MISO's execution of amendments to the Original GIA in December 2009 and September 2010 (i.e., one month and nearly a year after Project No. G392 withdrew).⁶⁵

28. WPSC contends that the language relating to Project No. G392 in Appendix A, Exhibit A10 of the GIA is ambiguous and should not be interpreted as granting MISO the authority to conduct a restudy under article 11.3 simply because an Exhibit A10 project withdrew.⁶⁶ WPSC notes that Exhibit A10 explains that the contingencies in that exhibit are "modeling assumptions only" and that "[n]o conclusions were made as to whether the modeling assumptions listed in Exhibit A10 have a material impact on the interconnection and deliverability of the" Crane Creek Project.⁶⁷

⁶² *Id.* at 10-11; *see also* MISO Tariff, Attachment X, § 4.1.

⁶³ MISO Answer at 11-12.

⁶⁴ WPSC Answer at 5-6.

⁶⁵ *Id.* at 6.

⁶⁶ *Id.*

⁶⁷ *Id.* (quoting Original GIA, appx. A, ex. A10).

29. WPSC argues that, contrary to MISO's characterization of its position, WPSC relies on article 11.3 as well as Appendix A to the Original GIA. WPSC reiterates that, under Appendix A, once the ITC Facilities Study was complete, the Crane Creek Project had unconditional service.⁶⁸ WPSC also asserts that MISO has failed to defend its proposed revisions to Exhibit A10, which WPSC asserts establishes "criteria" for performing restudies.⁶⁹

30. WPSC also seeks to rebut MISO's reliance upon *Settlers Trail*, arguing that a subsequent Commission order confirmed that *Settlers Trail* concerns only authority to revise a GIA based on "prompt correction of inadvertent administrative errors where there was no possible prejudice to the interconnection customer."⁷⁰ WPSC notes that no such error is at issue here, and that MISO itself acknowledges on its website that the Crane Creek Project's "overall project status" is "done."⁷¹ WPSC similarly argues that MISO's reference to the ITC Facilities Study does not support MISO's position that the Crane Creek Project was subject to additional cost exposure.⁷²

31. WPSC reiterates that MISO has not justified its abandonment of the findings made in the original Group 5 studies and its proposed substitution of the results of the Group 5 restudy.⁷³ According to WPSC, accepting the Amended GIA would be contrary to Commission policy announced in *Neptune*.⁷⁴

32. WPSC states that MISO's decision that the ITC Capacitor Banks were unnecessary for the interconnection of that the Crane Creek Project does not allow MISO to deviate from the terms of the Original GIA and prevent the Crane Creek Project from graduating from conditional to unconditional interconnection service under the GIA. WPSC argues that article 4.1 of the Original GIA, which describes the

⁶⁸ *Id.* at 7-8.

⁶⁹ *Id.* at 8-9.

⁷⁰ *Id.* at 9 (citing *Midwest Indep. Transmission Sys. Operator, Inc.*, 139 FERC ¶ 61,035 (2012)).

⁷¹ *Id.* at 10.

⁷² *Id.* at 10-11.

⁷³ *Id.* at 2.

⁷⁴ *Id.* at 3.

characteristics of ERIS, does not authorize MISO to circumvent the requirements of article 11.3 of the GIA, or to require the Crane Creek Project to fund the construction of additional network upgrades to move from ERIS to NRIS.⁷⁵ WPSC notes that, notwithstanding MISO's assertion that its Tariff provides a specific meaning for a "permanent" GIA, MISO provided no citation to the Tariff or definition; in any event, WPSC argues that the Original GIA is explicit that only the ITC Facilities Study need be completed.⁷⁶

D. MISO Supplemental Filing

33. MISO states that the Group 5 restudy was necessary to assess the cumulative impact of (1) the withdrawal of five projects (Project Nos. G438, G584, G589, G613, and G630) from Group 5, (2) the withdrawal of Project No. G392, a higher-queued project that was responsible for significant transmission upgrades assumed to be in place for the interconnection of the Group 5 projects, and (3) the removal of the Brookings Line as a Baseline Reliability Project.⁷⁷ MISO further explains that it concluded a restudy was necessary due to the Commission's directives in the *Community Wind* orders with respect to the Brookings Line, and notes its prior representation to the Commission in the *Community Wind* proceeding that it could not simply remove the Brookings Line from the original Group 5 studies without a restudy to develop an alternative.⁷⁸ MISO explains that it did not perform any localized studies in the areas in which the withdrawn Group 5 projects were located because, in MISO's engineering judgment, restudy of all of Group 5 was needed to cumulatively assess the impact of the factors described above.⁷⁹ MISO also notes that the five Group 5 projects that withdrew were not located in one centralized location, but instead shared constraints with many of the remaining members of Group 5.⁸⁰

34. MISO explains that the guideline it used to determine whether a restudy was necessary was the availability of the cost allocation impacts of the changes to the base set

⁷⁵ *Id.* at 4.

⁷⁶ *Id.*

⁷⁷ MISO Supplemental Filing at 2.

⁷⁸ *Id.* at 3, n.6.

⁷⁹ *Id.* at 2.

⁸⁰ *Id.* at 3.

of assumptions used for the original Group 5 studies.⁸¹ MISO states that it concluded a restudy of Group 5 was necessary because the discreet impact of the Brookings Line and Project G392 on Group 5 was not available, and that in addition to the significant withdrawals from Group 5 itself, MISO needed to determine an alternate mitigation option based on the Commission's *Community Wind* orders.⁸² By comparison, MISO notes that it did not declare an additional restudy due to the subsequent withdrawal of two additional members of Group 5, Project Nos. G608 and G618, because MISO anticipated during its 2011 restudy that such withdrawals might occur and therefore evaluated the detailed impacts and cost allocations of the Group 5 projects in the completed Group 5 restudy.⁸³

35. In response to staff's inquiry regarding MISO's proposal to replace references in the Original GIA to capacitor bank upgrades with references to two new Common Use Upgrades, MISO explains that the capacitor bank upgrades, which were identified as required upgrades in the original Group 5 studies, have been superseded by the new proposed Common Use Upgrades, which were identified as required upgrades in the Group 5 restudy. MISO states that the new Common Use Upgrades – (1) the Arrowhead 345 kV 75 MVAR Cap Bank Addition Duluth Minnesota (Arrowhead Capacitor Bank) and (2) the Hazleton-Mitchell County 345 kV Line Uprate – resolved reliability problems identified in the Candidate MVP scenario that were not otherwise resolved by the Contingent MVPs. Accordingly, MISO proposed in the Amended GIA to add these new Common Use Upgrades while deleting references to the previously-required ITC Capacitor Bank upgrades.⁸⁴

36. Furthermore, MISO states that MISO's recent Queue Reform efforts have also affected the Group 5 projects and changed the Common Use Upgrades required to reliably interconnect the group. MISO explains that eight projects from Group 5, in addition to Project Nos. G608 and G618, have withdrawn from the interconnection queue or been placed in the System Planning and Analysis phase under MISO's recently-revised generator interconnection procedures.⁸⁵ As MISO explains, the combined impact of

⁸¹ *Id.* at 4.

⁸² *Id.* at 4.

⁸³ *Id.*

⁸⁴ *Id.* at 5-6.

⁸⁵ Under MISO's revised generator interconnection procedures, existing customers in the interconnection queue (including many members of Group 5) were required, unless

these ten project withdrawals has significantly changed the results of the Group 5 restudy for the remaining Group 5 projects, eliminating the need for the Arrowhead Capacitor Bank and requiring revised cost allocation percentages for the Hazelton-Mitchell County 345 kV rating uprate.⁸⁶

37. With respect to the Contingent MVPs, MISO states that the construction of those MVPs is required in order to reliably interconnect the Crane Creek Project and Group 5 more generally. MISO states that it was an oversight not to include the Contingent MVPs in Exhibit A10 of the Original GIA, and that the Amended GIA could be further revised to include the Contingent MVPs in Exhibit A10.⁸⁷ MISO explains that under the Candidate MVP scenario, which assumes that the Contingent MVPs are in place, the Contingent MVPs address a number of reliability issues that Group 5 otherwise would be responsible for resolving in the “but for” scenario. For example, according to the MISO Supplemental Filing, the Crane Creek Project’s cost responsibility would be approximately \$30 million higher under the “but for” scenario than under the Candidate MVP scenario reflected in the Amended GIA.⁸⁸ Thus, MISO explains, while Group 5 members’ cost responsibility is lower under the Candidate MVP scenario than the “but for” scenario,⁸⁹ the Contingent MVPs are nonetheless required to reliably interconnect Group 5.

38. MISO reiterates that it does not propose to assess to the Crane Creek Project or any other Group 5 member the cost of the Contingent MVPs.⁹⁰ MISO provides a table summarizing each Group 5 member’s cost responsibility under a number of scenarios: (1) the results of the original Group 5 studies, which assumed the construction of, and the assignment to Group 5 of the costs for, the Brookings Line; (2) the results of the original

otherwise exempt, to make a financial payment (the M2 milestone payment) by June 28, 2012 to remain in the Definitive Planning Phase. Members of Group 5 which were assessed the M2 milestone payment and failed to pay it were returned to the System Planning and Analysis phase, thereby removing them from Group 5 and the scope of the Group 5 restudy. *Id.* at 6-7, nn.19-20.

⁸⁶ *Id.* at 6-7.

⁸⁷ *Id.* at 8.

⁸⁸ *Id.* at 9-10.

⁸⁹ *Id.* at 10, 14.

⁹⁰ *Id.* at 15.

Group 5 studies if the cost of the Brookings Line is not allocated to Group 5; (3) the “but for” scenario under the Group 5 restudy, which excludes the three Contingent MVPs and identifies network upgrades required to reliably interconnect Group 5 without those projects in place; (4) the Candidate MVP scenario under the Group 5 restudy, which includes the three Contingent MVPs and assumes cost allocation to transmission service customers pursuant to the MVP-related provisions of the MISO Tariff; (5) a modified Candidate MVP scenario that includes the three Contingent MVPs and assumes that Group 5 members are responsible for the full cost of the Contingent MVPs; and (6) the revised Candidate MVP scenario described in the MISO Supplemental Filing, which accounts for the withdrawal of eight additional projects from Group 5 following the filing of the Amended GIA.⁹¹ The following table summarizes the results of each scenario for Group 5 generally, and for the Crane Creek Project specifically:

MISO Projects	(1) Original 2007 Group 5 Study with Brookings Line	(2) Original 2007 Group 5 Study excluding Brookings Line	(3) 2011 Restudy “But For” scenario	(4) 2011 Restudy Candidate MVP scenario	(5) 2011 Restudy Modified Candidate MVP scenario	(6) 2011 Restudy Revised Candidate MVP scenario (post-project withdrawal)
Group 5 Projects	\$996.72 million	\$296.72 million	\$639.27 million	\$298.33 million	\$1,470.31 million	\$106.8 million
G551 (Crane Creek)	\$4.907 million	\$4.907 million	\$34.78 million	\$4.97 million	\$50.17 million	\$5.06 million

39. As MISO explains, the table demonstrates that the Crane Creek Project’s cost responsibility has gone up by \$85,000 under the revised Candidate MVP scenario post-withdrawal of the additional Group 5 projects. The Crane Creek Project was assessed an estimated \$4.907 million in network upgrades under the original Group 5 studies (scenario 1). After the Group 5 restudy was completed, the Crane Creek Project’s estimated network upgrade cost responsibility increased to \$4.97 million, i.e., the cost responsibility reflected in the Amended GIA as filed (scenario 4). However, following the withdrawal of eight additional Group 5 projects subsequent to MISO’s filing in this

⁹¹ *Id.* at 14.

docket and the elimination of the need for the Arrowhead Capacitor Bank, the Crane Creek Project's cost responsibility is now roughly \$5.06 million (scenario 6).⁹²

40. Finally, MISO summarizes the changed system conditions and assumptions that it used in the Group 5 restudy. First, MISO explains that it no longer includes in its base case models projects listed in Appendix B of the MISO Transmission Expansion Plan, as projects included in Appendix B have not received MISO board approval and have not received cost allocation determinations. Instead, Appendix B projects are considered as potential mitigation under the restudy. Second, MISO now evaluates summer off peak conditions assuming that wind is dispatched at 100 percent with load equal to 70-80 percent of peak load, depending on the control area. Third, MISO revised its dispatch assumptions to dispatch to remote MISO local balancing area authorities rather than solely offsetting local Network Resources. Fourth, MISO notes that it applied an additional injection constraint criterion of five percent impact of a system intact (N-0) facility.⁹³ MISO also lists noteworthy transmission exclusions (including the Brookings Line and upgrades associated with Project No. G392).⁹⁴

E. WPSC Supplemental Filing Protest

41. In response to MISO's Supplemental Filing, WPSC consolidates and reiterates the arguments raised in its Rejection Filing and Answer.⁹⁵ WPSC expands upon its view of the relationship between the article 11.3 restudy provisions and the contingent facilities in Exhibit A10 of the Original GIA, explaining that Exhibit A10 lists the facilities upon which the Crane Creek Project's interconnection might be "contingent" under the original Group 5 studies. According to WPSC, MISO has no authority to revise Exhibit A10 to add the non-Brookings Line Contingent MVPs and new Common Use Upgrades because only the Brookings Line was listed as a contingent facility in the Original GIA.⁹⁶ WPSC also argues that the Brookings Line cannot constitute a permissible ground for the Group 5 restudy because Exhibit A10 potentially authorizes such a restudy only if the contingent facility will not be constructed, and the Brookings Line is still scheduled to be built.⁹⁷

⁹² *Id.* at 18, 20-21.

⁹³ *Id.* at 16-17.

⁹⁴ *Id.* at 18.

⁹⁵ WPSC Supplemental Filing Protest.

⁹⁶ *Id.* at 6-8, 17-18.

⁹⁷ *Id.* at 6-7.

According to WPSC, that the original Group 5 studies showed no nexus between the Brookings Line and the Crane Creek Project further undermines any argument by MISO that the Brookings Line provides authority for the restudy.⁹⁸

III. Discussion

A. Procedural Matters

42. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2012), the timely, unopposed motions to intervene serve to make the parties that filed them parties to this proceeding.

43. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2012), prohibits both an answer to a protest and an answer to an answer unless otherwise ordered by the decisional authority. We will accept MISO and Crane Creek's answers because they have provided information that assisted us in our decision-making process.

B. Commission Determination

1. GIA

44. As further discussed below, we conditionally accept the Amended GIA, subject to MISO making a compliance filing that (1) corrects the Common Use Upgrades in the Amended GIA to delete the reference to the Arrowhead Capacitor Bank, (2) revises Exhibit A10 to include references to the Contingent MVPs, and (3) addresses the omission from the Amended GIA of certain members of Group 5.

45. We are sympathetic to WPSC's concerns about the impact that revisions to the Original GIA might have on the Crane Creek Project. Having successfully developed the Crane Creek Project, WPSC faces the possibility of significantly higher network upgrade cost responsibility than contemplated under the original Group 5 studies in the "but for" scenario in the Group 5 restudy, as well as potential uncertainty about operating conditions on the project. However, what upgrades are required, and the related costs for which the Crane Creek Project may be responsible, under the "but for" scenario is not before us and therefore not at issue in this proceeding. MISO seeks only to amend the Original GIA to reflect the Group 5 restudy results under the Candidate MVP scenario, which as discussed below we find just and reasonable and consistent with the terms of the Original GIA. However, in the event that MISO proposes to change the system upgrades

⁹⁸ *Id.* at 18.

for which the Crane Creek Project bears cost responsibility, it must file any such amendments to the Amended GIA with the Commission for approval before seeking to recover from Crane Creek costs associated with those upgrades.

46. We find, as a threshold matter, that MISO properly invoked its authority under Article 11.3.1 of the Original GIA to restudy the Crane Creek Project. As MISO explained to the Commission nearly three years ago in the *Community Wind* proceeding, a restudy of Group 5 was required due to the withdrawal of several projects from the interconnection queue.⁹⁹ Among those members of Group 5 that withdrew were Projects G392 and G438, higher-queued projects listed as contingent facilities in Exhibit A10 of the Original GIA. Based on these facts, we find that MISO properly invoked its restudy authority pursuant to Article 11.3.1(1) of the Original GIA, which authorizes MISO to conduct a restudy to reevaluate the system upgrades required to interconnect the Crane Creek Project if a higher queued interconnection request is withdrawn or deemed withdrawn.¹⁰⁰

47. The interrelated nature of projects in a group study is also relevant and should be noted here. While it was the withdrawal of higher-queued projects that triggered the restudy authority under Article 11.3.1, Projects G392 and G438 were not the only projects whose withdrawal could impact the Crane Creek Project's cost responsibility once that restudy was properly triggered. As the Commission held in Order No. 2003-A, and section 4.1 of MISO's GIP acknowledges, the determination of cost responsibility for common facilities needed to reliably interconnect a group of interconnection customers may depend on factors other than queue position.¹⁰¹ Indeed, Appendix A of the Original

⁹⁹ *Community Wind II*, 131 FERC ¶ 61,165 at P 28.

¹⁰⁰ MISO separately asserts that in the *Community Wind* proceeding the Commission directed MISO to perform a restudy of the Group 5 projects. *E.g.*, MISO Answer at 7. We disagree with MISO that the Commission directed MISO to restudy Group 5; to the contrary, as explained in *Community Wind I* and *Community Wind II*, the Commission held only that MISO had failed to demonstrate that it properly determined the "but for" costs for the *Community Wind* project. *Community Wind I*, 129 FERC ¶ 61,019 at P 24; *Community Wind II*, 131 FERC ¶ 61,165 at P 22. Because MISO's restudy authority was properly invoked under the plain language of the Original GIA, we need not, and do not, address whether the Group 5 restudy was nonetheless required to comply with the directives in the *Community Wind* proceeding.

¹⁰¹ *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, at P 120, *order on reh'g*, Order No. 2003-B, FERC

(continued...)

GIA expressly acknowledges as much, providing that WPSC and MISO “recognize that the provisions of Article 11.3 of this GIA apply to projects in Group 5 regardless of queue position and that the determination of cost responsibilities may be based on factors other than queue position in accordance with Section 4.1 of the GIP.”¹⁰² The Crane Creek Project, as a member of Group 5, has a responsibility to fund its share of common facilities required for the reliable interconnection of the group. That the common facilities required have changed as the composition of the group has changed is unfortunate but not surprising, given that the original Group 5 studies addressed more than 30 projects, while the Group 5 restudy concerned significantly fewer. MISO’s assertion that it cannot reasonably anticipate in such a large study all of the permutations of required facilities that might result as projects withdraw from the group appears correct. In this instance, this inability to anticipate the current outcome means that some common upgrades not identified in the original Group 5 studies are nonetheless required for the reliable interconnection of the remaining members of Group 5. We expect that MISO’s recently-implemented queue reform procedures, which, among other things, impose greater financial obligations upon customers to proceed through the queue and thus better protect viable projects from the impact of the withdrawal of speculative projects, will help minimize this risk for interconnection customers going forward.

48. We agree with MISO that WPSC’s argument that the “permanent” nature of the Original GIA prohibits the amendments at issue in this proceeding overstates that designation. Part II of Appendix A did, as WPSC cites, require that WPSC assume “all risks and liabilities with respect to changes that may impact” the Original GIA while it was temporary in nature, but the converse – that the transition to “permanent” status *relieves* WPSC of all risks and liabilities, other than the outcome of the ITC Facilities Study – is not necessarily the case. As documented in Exhibit A10 of the Original GIA, the Crane Creek Project’s cost responsibility as determined by the original Group 5 studies was based on the assumption that a number of other higher-queued projects, and other members of Group 5, would be in service. When several of those projects dropped out of the queue, the assumptions underlying that cost responsibility similarly changed, and article 11.3.1 of the Original GIA is intended to address that situation. The “permanent” status of the Original GIA does not strike article 11.3.1 from the agreement

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), *cert. denied*, 552 U.S. 1230 (2008); *see also* MISO Tariff, Attachment X § 4.1.

¹⁰² Original GIA, appx. A, Orig. Sheet No. 80.

or otherwise prohibit MISO from restudying the Crane Creek Project if an article 11.3.1 trigger is present.

49. Furthermore, and contrary to WPSC's argument, the facts here are distinguishable from *Neptune*. In *Neptune*, the Commission rejected PJM's claimed authority – despite the fact that the PJM tariff provided no such express authority – to repeatedly restudy the Neptune project based solely on retirements by existing generators that occurred subsequent to Neptune's submission of its interconnection request and where such events did not expressly trigger restudy under the PJM tariff.¹⁰³ Here, by comparison, MISO invoked restudy authority expressly provided in article 11.3.1 of the Original GIA: the authority to restudy following the withdrawal of higher-queued customers. Despite WPSC's assertions to the contrary, we see no evidence that MISO invoked “changed system conditions” as the basis for its authority to restudy Group 5 generally, or the Crane Creek Project specifically. We do, however, agree with Crane Creek that, to the extent MISO intends that the revisions to Appendix A, and specifically Exhibit A10, would grant MISO general authority to conduct future restudies based on “changed system conditions,” such authority is not appropriate to include in Appendix A. If MISO wishes to add new categories of triggers for restudy, it must, as it has in the past, propose and justify an amendment to article 11.3.1.¹⁰⁴

50. We also find, under the limited circumstances before us, that MISO's decision to update the system conditions and assumptions used for the Group 5 restudy was appropriate. MISO was faced with a unique situation: a collection of more than 20 projects across a large geographic area is being restudied together years after the original studies were performed, for the purpose of determining the upgrades necessary to reliably interconnect the *group* of projects. Relying on outdated model assumptions to perform the Group 5 restudy could result in the construction of unneeded facilities. Given these facts, we find, contrary to WPSC's contentions, that MISO's decision to use updated system conditions and assumptions was reasonable, and not contrary to the Original GIA in the circumstances presented.

¹⁰³ *Neptune*, 110 FERC ¶ 61,098 at P 29. In fact, on rehearing, the Commission contrasted the explicit restudy provisions in the MISO Tariff with the PJM tariff's lack of clarity regarding the circumstances under which restudy was authorized. *Neptune Rehearing*, 111 FERC ¶ 61,455 at P 21.

¹⁰⁴ See, e.g., *Midwest Indep. Transmission Sys. Operator, Inc.*, 137 FERC ¶ 61,188, at P 37 (2011) (accepting MISO's proposal to revise article 11.3.1 in its *pro forma* GIA to add an eighth restudy trigger).

51. We find that WPSC's remaining arguments are either premature or without merit. Crane Creek objects to the potential allocation of network upgrade costs under the "but for" scenario in the Group 5 restudy. As explained above, MISO is not at this time proposing to amend the Original GIA to incorporate the upgrades; rather, it seeks only to revise the network upgrades required for the Crane Creek Project under the Candidate MVP scenario. Accordingly, to the extent that the Protesters object to the assessment of cost responsibility under the "but for" scenario, their objections are premature.

52. As noted earlier, we also find that MISO's filing of the Amended GIA is permissible under the terms of the Original GIA. Article 11.3.2 of the Original GIA provides that the Interconnection Customer agrees both to (1) enter into an Interconnection Study Agreement if a restudy is properly invoked pursuant to Article 11.3.1 prior to the time that system upgrades required for higher-queued customers are in place, and (2) amend Appendix A "in accordance with Article 30.10 to reflect the results of any restudy required under this Article 11.3.2."¹⁰⁵ Having found that restudy was properly invoked, and that the results of the restudy under the Candidate MVP scenario are appropriately applied to the Crane Creek Project, the Commission also finds that amendment of the Original GIA as MISO currently proposes is contemplated by, and consistent with, the plain language of the Original GIA. Therefore, because MISO's filing of the Amended GIA is permissible under the terms of the Original GIA, we disagree with WPSC's assertion that the *Mobile-Sierra* doctrine precludes MISO's filing.

53. We also deny WPSC's assertions that MISO's proposed amendments are barred by the filed rate doctrine and rule against retroactive ratemaking. The filed rate doctrine does not apply here, as it does not prohibit a party, as MISO seeks to do here, from changing the rate on file, but rather only from charging a rate other than that on file. Similarly, the rule against retroactive ratemaking is not implicated here because MISO seeks only to amend the Original GIA prospectively, not retroactively.

54. Finally, we direct MISO to submit a revised Amended GIA within 30 days. MISO notes in its Supplemental Filing that the withdrawal of additional members of Group 5 subsequent to MISO's filing of the Amended GIA has further revised the remaining Group 5 members' cost responsibility and eliminated the Arrowhead Capacitor bank that MISO originally proposed to include in the Amended GIA. MISO therefore must submit a revised Amended GIA that removes references to the Arrowhead Capacitor Bank, revises the cost allocation percentages for the Hazelton-Mitchell County 345 kV rating uprate, and updates the cost responsibility for the Crane Creek Project. In addition, MISO acknowledges that it inadvertently omitted from Exhibit A10 references to the

¹⁰⁵ Original GIA, art. 11.3.2.

Contingent MVPs, so the Commission directs MISO to add references to those projects in Exhibit A10. Finally, it appears that MISO omitted or removed from the list of remaining Group 5 projects in Appendix A, Exhibit A10, several additional members of Group 5 that appear to remain part of the group. In its compliance filing, MISO must (1) explain whether that omission was intentional and justified based upon the outcome of the Group 5 restudy, and (2) if not, amend the Amended GIA to add those projects.

2. Waiver of 60-Day Prior Notice Requirement

55. We grant waiver of the 60-day prior notice requirement for good cause shown and make the Amended GIA effective June 2, 2012.¹⁰⁶

The Commission orders:

(A) The Amended GIA is hereby conditionally accepted, effective June 2, 2012, as discussed in the body of this order.

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

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.

¹⁰⁶ See *Central Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at 61,339, *reh'g denied*, 61 FERC ¶ 61,089 (1992).