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September 4, 2015

VIA E-FILING

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

Re: Internal MISO Generation v. Midcontinent Independent System Operator, Inc., Docket No. EL15-____-000

Dear Secretary Bose:

Please find enclosed for filing the “**COMPLAINT REQUESTING FAST TRACK PROCESSING AND MOTION FOR INTERIM RELIEF OF INTERNAL MISO GENERATION.**” The filing asks the Commission to (1) immediately issue an Order granting Interim Relief or establish a seven (7) day period for interested parties to respond to the Motion before issuing such Order and (2) establish a fifteen (15)-day comment period for interested parties to respond to the Complaint.

Please do not hesitate to contact the undersigned with any questions.

Respectfully submitted,

/s/ Bruce A. Grabow
Bruce A. Grabow

*Counsel for
Internal MISO Generation*

Attachment

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Internal MISO Generation,)	
)	
Complainant)	Docket No. EL15-____-000
)	
v.)	
)	
Midcontinent Independent System Operator, Inc.,)	
)	
)	
Respondent)	

**COMPLAINT REQUESTING FAST TRACK PROCESSING
AND MOTION FOR INTERIM RELIEF
OF INTERNAL MISO GENERATION**

Pursuant to Sections 206 and 306 of the Federal Power Act (“FPA”)¹ and Rules 206 and 212 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission”)² “Internal MISO Generation,” an ad hoc group of companies that develop, own and operate generation located with the Midcontinent Independent System Operator, Inc. (“MISO”) region,³ submit this complaint (“Complaint”) against MISO and motion for interim relief from the Commission (“Motion”).

I. EXECUTIVE SUMMARY

All generation internal to MISO – without exception – must put up the “cash-at-risk” M2 Milestone Payment as a prerequisite when it first moves into MISO’s generation interconnection definitive planning phase (“DPP”) study queue. MISO’s Tariff and its Business Practice Manual

¹ 16 U.S.C. §§ 824e, 825e. Capitalized terms not otherwise defined herein have the meaning provided in the MISO Tariff.

² 18 C.F.R. §§ 385.206, .212 (2015).

³ “Internal MISO Generation” is comprised of EDF Renewable Energy, Inc., E.ON Climate & Renewables North America, LLC and Invenergy LLC.

No. 015, Generation Interconnection (“BPM 015”) impose this condition on Interconnection Customers. The DPP is the final phase of MISO’s study queue. In the DPP, MISO performs a reliability study (sometimes called an ERIS study) that assesses the reliability impact that proposed generation will have on the grid. All new Network Resource Interconnection Service (“NRIS”) customers and all new Energy Resource Interconnection Service (“ERIS”) customers are subjected to the reliability analysis. The results determine each project’s injection rights and may be increased if the project agrees to pay for network upgrades. Once these injection right levels are established, they are embedded in the reliability base that is used in all successive DPP studies.

New NRIS customers are also subjected to a deliverability study to assess the ability to deliver energy to load during eight peak hours of a year. If delivery is impaired, the new NRIS customer can pay for deliverability network upgrades on the MISO system.

The M2 Milestone Payment is a huge financial burden to generation developers and Interconnection Customers. The M2 Milestone Payment is assessed to all new NRIS and ERIS customers for reliability study purposes (not deliverability purposes). MISO justified, and the Commission accepted, the M2 Milestone Payment because it would weed out speculative projects from the DPP. Projects in the DPP reliability studies compete for injection rights use of MISO transmission capacity. If a project withdraws from the DPP, it has a ripple effect on MISO’s queue, causing restudies and cascading restudies and a shift in network upgrade costs. This is because, as noted, the reliability study in each DPP cycle forms a base that is carried forward in successive DPP reliability studies. Thus, the M2 Milestone Payment is intended to protect the efficient and cost-effective processing of MISO’s queue and to protect Interconnection Customers.

MISO has amended its BPM 015 to include means to accommodate generation external to the MISO region (referred to as “E-NRIS”) to participate in MISO capacity and energy markets (referred to herein as “E-NRIS Protocol”). MISO now allows E-NRIS generation to be moved into, and be studied in, MISO’s DPP queue, along with Interconnection Customers with generation located within MISO, to determine at what MW level the E-NRIS customer will be able to participate in the MISO markets (per reliability studies) and what network upgrades might be needed for deliverability, but without requiring the E-NRIS customer to put up the “cash-at-risk” M2 Milestone Payment.

This is unjust and unreasonable because it introduces means for the very harms to occur that the M2 Milestone Payment is supposed to prevent for generators that first enter the DPP, namely, queue backlog, queue churn, restudies and cascading restudies and an uncovered shift in costs for resulting restudies and network upgrades. All new NRIS and new ERIS customers must pay the M2 Milestone Payment to demonstrate that the project is not speculative. This is important because the reliability study portion of the DPP establishes injection rights. The M2 Milestone Payment is a rite of passage that provides confidence to new NRIS and new ERIS customers that the chances of a restudy are reduced from any such new customer later withdrawing. This is because the M2 Milestone Payment is “cash-at-risk.” MISO’s E-NRIS Protocol moves E-NRIS customers into the DPP to be studied for reliability purposes, but without any safeguard if that E-NRIS later withdraws.

This is unduly discriminatory and preferential because it allows new E-NRIS customers to pay a significantly lower entry fee to be studied, allocated reliability injection rights and participate in MISO markets than generation internal to MISO. New NRIS and new ERIS customers with projects located within MISO and E-NRIS customers are placed in the same DPP

reliability studies, compete for existing MISO system reliability injection rights and compete to sell energy products within MISO. New internal Interconnection Customers (both ERIS and NRIS) and E-NRIS customers are similarly situated, and therefore are required to be treated the same. All new NRIS and ERIS customers with projects located within MISO must pay the M2 Milestone Payment. E-NRIS customers should pay the M2 Milestone Payment as well.

MISO intends to execute a “Service Agreement” with the E-NRIS customer once the DPP reliability and deliverability studies are complete. This is similar to MISO’s Tariff that requires the submission of a generation interconnection agreement (“GIA”) to the Interconnection Customer once the DPP reliability and deliverability studies are complete for new NRIS and ERIS Interconnection Requests. However, MISO has not provided any of the terms and conditions of the Service Agreement. Thus, market participants have no way to know whether the E-NRIS customer will be subject to similar requirements as an Interconnection Customer under a GIA. For example, MISO has not made known whether the E-NRIS customer will be required to make some form of initial payment toward the cost of any required network upgrades similar to the Initial Payment generation located within MISO must provide within 30 days of executing a GIA.

It is unjust and unreasonable for such terms and conditions to not apply to the E-NRIS customer because the customer or MISO can terminate the Service Agreement, which in turn will impose delay from restudies and cascading restudies and impose costs for such studies and shifted network upgrades. It is unduly discriminatory and preferential because Interconnection Customers and E-NRIS customers compete to sell energy products within MISO. The rules to do so must be the same. The *pro forma* terms and conditions need to be transparent and made known. This is particularly true because MISO’s Tariff has no provision whatsoever governing

the obligations, requirements and rights of E-NRIS customers, whereas the obligations, requirements and rights of Interconnection Customers (who are included in the same DPP studies as E-NRIS customers and compete for use of existing system capacity) are highly delineated in MISO's Tariff.

Commission action is needed to address MISO's unjust and unreasonable and unduly discriminatory and preferential practice. Commission action is needed because MISO has no Tariff provisions addressing this E-NRIS Protocol. MISO has implemented its E-NRIS Protocol solely in its BPM 015. The E-NRIS Protocol directly and significantly affects rates, terms and conditions of jurisdictional interconnection service and the cost and ability to sell energy products within the MISO market and thus should be included as provisions in MISO's Tariff rather than established in MISO's BPM 015.

Internal MISO Generation requests **FAST TRACK PROCESSING** of this Complaint. In advance of the August 19, 2015, MISO Planning Advisory Committee ("PAC") meeting, motions were submitted to MISO and the PAC to require several revisions to MISO's E-NRIS Protocol, to forestall MISO's march to finality and allow for discussion and education among the sector membership. See Attachment 1. Ultimately, at the August 2015 PAC meeting, several sectors of the membership asked MISO to postpone the vote on the M2 Milestone Payment motion so the implications of MISO's E-NRIS Protocol and the claimed needed revisions can be understood. MISO and the PAC membership agreed to postpone the discussion to the September 16, 2015, PAC meeting. MISO, however, informed the membership that it considers its E-NRIS Protocol to be final and is moving ahead to implement it. MISO later confirmed this in writing. See Attachment 2. Thus, any further education of, and discussion among, the membership at the upcoming PAC meeting seems fruitless. More information might be provided, but MISO's plans

for E-NRIS will not change. MISO is moving ahead regardless of what the sector membership thinks. So far as Internal MISO Generation understands, this means MISO moved as much as seven (7) gigawatts (“GW”) of E-NRIS into the DPP and has initiated the process for these 7 GW to be initially studied in reliability models, along with other new NRIS and ERIS Interconnection Customers who are also first entering the DPP, but were required to pay the M2 Milestone Payment for such entry.

Fast Track Processing is needed to stop this unjust and unreasonable and unduly discriminatory and preferential practice. Seven GW has an enormous impact on MISO’s grid. Internal MISO Generation understands that MISO has moved the seven GW of E-NRIS into the February and August 2014 DPP cycles. Those 2014 DPP cycles have not proceeded on time because, so far as Internal MISO Generation is aware, MISO first needed to complete a restudy of the August 2012 DPP. This has caused unnecessary delay for Interconnection Customers that satisfied the requirements to move in the DPP a while ago. Now, MISO is finally initiating these studies, but with an unjust and unduly discriminatory practice. There is no safeguard to protect MISO’s queue management from further delay and restudies (and cascading restudies) if any of the seven GW of E-NRIS withdraws; nor is there any safeguard to protect Interconnection Customers from shifts in network upgrade costs if any E-NRIS customer withdraws. This is because there is no cash-at-risk or other payment incentive to deter such behavior and ensure that the E-NRIS project and use of MISO capacity is not speculative. Multiple restudies of the August 2012 DPP have impacted the ability for the 2014 DPP studies to proceed.⁴ That will occur here as well, impacting the 2014 DPP cycles and future DPP cycles. MISO’s actions

⁴ See MISO “DPP Schedule Updates” Excel Sheet providing, for example, that “DPP-2014-AUG-West” was due to be completed in January 2015, but has been held up and is now scheduled for October 2015 completion and successive 2015 DPP studies are all delayed, found at <https://www.misoenergy.org/Planning/GeneratorInterconnection/Pages/GeneratorInterconnection.aspx>

directly impact jurisdictional service and rates of Interconnection Customers and market participants both now and in the future and thus fast track processing is needed.

Internal MISO Generation requests that the Commission establish a **shortened comment period** of fifteen days (15) days for MISO and interested parties to respond to this Complaint. A shortened comment period is appropriate because MISO and stakeholders are well versed in this issue and it is necessary to halt the unchecked harm MISO's E-NRIS Protocol will impose. The Commission has granted such short comment periods in other fast track contexts.⁵

Internal MISO Generation requests that the Commission issue an order on the merits addressing the issues in this Complaint on a fast track basis and as soon as possible. The public interest will be served by a fast resolution and determination. MISO apparently needs to have the rules for E-NRIS completed for resource adequacy and capacity needs; however, all market participants need to know in advance how E-NRIS will be studied and will be competing in the MISO market and at what cost, with what safeguards to deter late-stage withdrawals and according to what rules.

In light of the immediate harm to MISO's queue, Interconnection Customers therein and MISO markets generally, while the merits of this Complaint are being processed, Internal MISO Generation also requests that the Commission **ORDER INTERIM RELIEF**, directing MISO to immediately remove E-NRIS from DPP studies that apparently have proceeded and allow those DPP studies to move forward with Interconnection Customers that have fulfilled the MISO Tariff requirements. The evidence is uncontroverted that (1) MISO has no Tariff provisions to

⁵ See, e.g., *Merricourt Power Partners, LLC v. Midcontinent Indep. Sys. Op., Inc.*, Docket No. EL15-90-000, Notice of Complaint, Aug. 19, 2015 (15-day comment period); *TransSource, LLC v. The PJM Interconnection, LLC*, Docket No. EL15-79-000, Notice of Complaint, Jun. 24, 2015 (13-day comment period).

implement its E-NRIS Protocol, (2) MISO will not subject the E-NRIS customer to the M2 Milestone Payment and some payment similar to an Initial Payment under a GIA, (3) E-NRIS customers have been provided an unjust and unreasonable and unduly discriminatory and preferential advantage to be studied in MISO's queue, be allocated transmission capacity and to participate in MISO's markets and (4) the very harms MISO argued it needed to protect against when it asked the Commission to accept the M2 Milestone Payment and Initial Payment may occur, that is, restudies, cascading restudies, queue backlog and shifting of network upgrade costs. Once the rules are sorted out, MISO can include E-NRIS in the next cycle of DPP. In the meantime, Interconnection Customers that have satisfied MISO Tariff provisions and demonstrated that their projects are not speculative by providing the M2 Milestone Payment for initial entry into the DPP have a right to allow those DPP studies and successive DPP studies to proceed ahead immediately.

The Commission has authority to grant interim relief.⁶ The circumstances here warrant immediate Commission action to protect MISO's markets and internal market participants from the harm MISO's E-NRIS Protocol will cause. Internal MISO Generation respectfully requests that the Commission can order this interim relief based on information included with this Complaint and respectfully requests that the Commission do so immediately. In the alternative, Internal MISO Generation requests that the Commission require an answer to this Motion to be filed within seven (7) days of the date of this filing and then issue an order granting Interim Relief immediately thereafter.

⁶ See *Complaint Procedures*, Order No. 602-A, FERC Stats. & Regs. ¶ 31,076 at 30,864 (1999) (Commission may order interim relief where substantial evidence demonstrates a prima facie violation of the FPA and may also act via a show cause or declaratory order issued prior to the answer being filed).

II. BACKGROUND

A. 2012 Revisions to MISO's GIP

In 2012, MISO proposed significant revisions to the generation interconnection procedures (“GIP”) in its Tariff. MISO proposed the revisions in order to have means to better manage its queue, which was backlogged. Two key features were adding a “M2 Milestone Payment” under the GIP and an “Initial Payment” requirement under the GIA. The Commission accepted these new features and all Interconnection Customers must now comply.⁷

The M2 Milestone Payment is a “cash-at-risk” payment. All new NRIS and all new ERIS customers first entering the DPP must provide the M2 Milestone Payment or MISO will not move the customer into the DPP.⁸ The DPP is the final study phase where MISO determines for reliability and deliverability purposes, what transmission capacity is available for new proposed Generating Facilities and whether network upgrades are needed to accommodate the interconnection. MISO undertakes two reliability studies and one deliverability study in each DPP cycle.

The two reliability studies (one assessing the on-peak period and one assessing the off-peak period) determine the reliability impact on MISO's grid from new NRIS and new ERIS proposed generation. The reliability study determines what MW level of injection rights each generation project can be allotted. This might be the full nameplate MW rating of proposed Generating Facility with no network upgrades needed. It might be at a limited injection MW level, with network upgrades required to obtain further injection rights. Whatever MISO and the

⁷ *Midwest Indep. Transmission Sys. Operator, Inc.*, 138 FERC ¶ 61,233 (2012) (“*MISO I*”), order on reh'g and compliance filing, 139 FERC ¶ 61,253 (2012) (“*MISO II*”).

⁸ See MISO Tariff, Attachment X, GIP, Section 8.2; BPM 015, Section 4.2.2.

new NRIS and new ERIS customers ultimately agree on (*i.e.*, in terms of injection rights and network upgrades), those projects and MW levels become embedded in the base DPP model.

That base is then used in the next successive DPP model from which reliability injection rights for other new NRIS and new ERIS customers are determined. Thus, as MISO explained to the Commission in 2012, it is vital that the DPP be protected from speculative projects and have a mechanism to mitigate the impact on Interconnection Customers if a project later withdraws from the DPP. Internal MISO Generation understands that is what the M2 Milestone Payment is meant to do. The M2 Milestone Payment is imposed to protect the reliability base of allocated transmission capacity that is established in the DPP under reliability studies.

MISO moved to this new “cash-at-risk” requirement (the M2 Milestone Payment) because its queue was backlogged from proposed generating projects withdrawing from the queue or terminating a GIA late in the process, *i.e.*, after the DPP studies were done, after costs were assigned to Interconnection Customers and after GIAs were executed. In *MISO I*, the Commission explained:

- “MISO . . . is proposing to replace previously accepted indicia of readiness . . . with a requirement that the interconnection customer make a capital contribution in the form of cash or an irrevocable letter of credit because it has determined that a capital contribution provides a better indicator of a project’s readiness to proceed.”
- “MISO . . . maintains that even execution of a GIA has not been a sufficient indicator of readiness, as at least 12 projects with executed GIAs in place terminated their agreements in 2011 and several other projects breached their agreements. MISO, therefore, argues that its proposed revisions are necessary to enhance certainty by ensuring that those customers that enter the [DPP] are ready to proceed towards commercial operation.”
- “[Q]ueue churn’ continues to be a significant problem in MISO. . . . MISO states that terminations have resulted in multiple and iterative restudies and a corresponding increase in uncertainty for lower-queued customers. We believe that requiring interconnection customers to put more money at risk, earlier in the

interconnection process, will help ensure that projects that do advance through the DPP will be more likely to reach commercial operation.”⁹

The Commission accepted MISO’s proposal:

- “[W]e believe that the number of projects that have withdrawn from the interconnection queue at the later stages of the interconnection process is indicative of it being too easy for projects that are not ready to proceed or that are not commercially viable from being able to enter the interconnection queue.”
- “MISO continues to experience significant challenges in administering its queue. In light of these challenges, we believe MISO’s proposal to require projects to demonstrate project readiness by making a capital contribution is just and reasonable.”
- “[W]e agree with MISO that the existing M2 milestones are not sufficient for distinguishing between projects that are likely to achieve commercial operation and those that are not. The evidence demonstrates that “queue churn” continues to be a significant problem in MISO. According to MISO, it has seen a recent increase in the number of projects withdrawing from the queue . . . Further, MISO states that terminations have resulted in multiple and iterative restudies and a corresponding increase in uncertainty for lower-queued customers. We believe that requiring interconnection customers to put more money at risk, earlier in the interconnection process, will help ensure that projects that do advance through the DPP will be more likely to reach commercial operation.”
- “All interconnection customers – whether independent or utility-affiliated – will be required to meet the M2 milestone payment in order to enter the Definitive Planning Phase.”¹⁰

The M2 Milestone Payment is an extreme burden for Interconnection Customers and is a very large market entry fee to be able to compete for transmission capacity in MISO under reliability studies. The M2 Milestone Payment is calculated based on a gross MW component and a voltage level transmission line component.¹¹ A 150 MW generation project could be required to put up as much as \$750,000 to \$1 million – and this is “cash-at-risk.”

⁹ *MISO I* at PP 36, 64 and 119.

¹⁰ *Id.* at PP 64, 68, 146 and 151.

¹¹ *See* Section 8.2 of MISO’s GIP.

The M2 Milestone Payment is refundable once a GIA is executed and the Interconnection Customer provides the new, Initial Payment under the GIA toward the cost of required network upgrades.¹² However, if the Interconnection Customer withdraws from the queue, the M2 Milestone Payment will not automatically be refunded to the Interconnection Customer, but first applied to the cost of network upgrades that are shifted to other concurrent or later-queued projects and are thus financially impacted by the withdrawal.¹³ As the Commission explained:

“[S]ection 8.2 [of MISO’s GIP] states that ‘[i]f the Interconnection Customer withdraws its Interconnection Request then the [M2 milestone payment] refund will be reduced by the cost of upgrades that are *shifted to other projects* that were i) co-participants in Common Use Upgrade(s) or ii) concurrent or later queued projects, if concurrent projects or later queued projects with a Definitive Planning Phase Queue Position are *financially impacted* by the withdrawal.’ Thus, MISO’s compliance language requires that there be a causal connection between the withdrawing interconnection customer and the costs borne by the remaining interconnection customer whose upgrade costs are offset by the forfeited amount.¹⁴

Hence, it is a “cash-at-risk” requirement. The Commission found this just and reasonable, explaining:

- “[W]e disagree that the cost causation principle requires that forfeited M2 milestone payments be applied to offset only the costs of restudies resulting from a project’s withdrawal. . . . [T]he Commission’s cost causation policy requires that costs are borne by those who cause them. . . . [W]e find that it is consistent with cost causation principles to use the forfeited M2 milestone payments to offset the cost of upgrades that are shifted to other customers due to a project’s withdrawal.”
- “By placing the risk of losing the capital contribution on the customer, each interconnection customer must consider its project and the accompanying risks before making the commitment to enter the Definitive Planning Phase and proceed to commercial operation.”
- “By limiting the circumstances under which the M2 milestone payment will be fully refunded, it places the risk on the interconnection customer. We find that

¹² See *id.*

¹³ See *id.*

¹⁴ *MISO II* at P 72 (emphasis by Commission).

requiring MISO to make the M2 milestone payment fully refundable would undermine MISO's effort to increase the certainty that projects that enter the Definitive Planning Phase will complete the interconnection process and commence commercial operation."¹⁵

MISO also performs a deliverability study as part of its DPP. All NRIS customers are subjected to the deliverability study. This is because NRIS customers ultimately need an ability to serve load and perhaps be certified for resource adequacy purpose. The deliverability study assesses flows on the grid during eight peak hours of the year. If flows are impacted above thresholds, the NRIS customer can elect to pay for network upgrades to accommodate the desired level of service. Thus, if the reliability studies determined that a new E-NRIS project could inject 500 MW without network upgrades, but the deliverability analysis determines that the project could only inject 200 MW, then the project will be limited to 200 MW of deliverability rights, unless the project agrees to pay for deliverability network upgrades up to the 500 MW. The M2 Milestone Payment is not needed to preserve rights under the deliverability analysis. The M2 Milestone Payment bears heavily on the sanctity of capacity injection rights flowing from the reliability studies in the DPP.

In *MISO I*, the Commission also accepted the new Initial Payment feature in MISO's *pro forma* GIA. Article 11.5 requires the Interconnection Customer to put up 20% of the cost of the network upgrades listed in the GIA within 30 days of executing the GIA (or 10% if the network upgrades in-service date is more than five year).¹⁶ The Commission explained:

- "We agree with MISO that the customer's ability to build long lead times into its milestones while taking no action towards achieving commercial operation coupled with the lack of a financial commitment to reach commercial operation has significantly contributed to the problem of late-stage terminations and the potential for cascading and iterative restudies."

¹⁵ *Id.* at PP 69, 148, 154.

¹⁶ MISO Tariff, Attachment X, GIA, Article 11.5.

- “We disagree with those parties that argue that MISO’s proposed Initial Payment is anticompetitive or unduly discriminates against independent developers for the same reasons that we reject similar arguments against the M2 milestone payment above. . . . All interconnection customers – whether independent or utility affiliated – will be required to make the initial payment.”
- “We do not dispute that developers face challenges in order to proceed through the interconnection process and to achieve commercial operation. . . . [However], for projects that are truly viable, the negotiations necessary to finalize business arrangements should be nearly finalized well prior to the actual execution of the GIA such that once the GIA is executed, the other arrangements necessary to obtain funding should be able to be finalized and executed soon after the GIA is executed.”¹⁷

Finally, BPM 015 provides means if an existing ERIS customer within MISO (already allocated transmission capacity under earlier MISO reliability DPP studies) later seeks to increase the level of NRIS service (referred to as “NRIS-only”) to deliver energy to serve load.¹⁸ In that instance, MISO does not assess the M2 Milestone Payment, but only charges \$35,000 for the NRIS increase to be moved into the DPP for study. That is because MISO will only perform the deliverability study portion of the DPP. There is no need to include the requested increase of NRIS in the reliability study because that generating project’s transmission capacity injection right is already captured in the reliability base from when it first entered the DPP and paid the M2 Milestone to complete the process. The NRIS-only process only assesses the ability to increase deliverability. Thus, if the NRIS-only customer later withdraws, it will have no impact on the reliability base and reliability study portion of current DPP and all successive DPPs. There is no risk of restudy in the DPP reliability studies if an internal NRIS-only customer does not go forward with its NRIS request.

¹⁷ *MISO I* at PP 178, 179.

¹⁸ BPM 015, Section 4.2.5 (Deliverability Only Study).

B. 2013 E-NRIS Order

In 2013, the Commission conditionally accepted revisions to Module E of MISO’s Tariff (Resource Adequacy) to allow generation external to MISO to participate in capacity auctions by obtaining NRIS.¹⁹ Prior to that time, certain external resources were not allowed to participate in monthly auctions because they did not meet MISO deliverability requirements. MISO had proposed to require an external resource to arrange for NRIS through one of the following two deliverability study options: “(1) the external resource is located in the footprint of a neighboring transmission provider with an approved market-to-market congestion management seams agreement with MISO that provides for a single joint deliverability study (market-to-market agreement option); or (2) the external resource is located in the footprint of a neighboring transmission provider without such an agreement, and MISO determines that the external resource is deliverable based on MISO’s deliverability studies performed in accordance with the generation interconnection criteria in Attachment X.”²⁰ The Commission rejected MISO’s proposed market-to-market option to establish deliverability.²¹ However, it accepted the option to establish deliverability using the studies MISO employs in Attachment X of its Tariff, *i.e.*, its GIP.

The Electric Power Supply Association (“EPSA”) had argued that “MISO’s proposal is unduly discriminatory to internal generators because the proposal would exempt external resources from deliverability studies to load within MISO that are required for internal resources.”²² In response, MISO informed the Commission that “the deliverability analysis for internal and external resources is identical”; thus the Commission found no basis in EPSA’s

¹⁹ See *Midwest Indep. Transmission Sys. Operator, Inc.*, 142 FERC ¶ 61,182 (2013) (“*MISO E-NRIS*”).

²⁰ *Id.* at P 5.

²¹ *Id.* at P 14.

²² *Id.* at P 11.

claim.²³ (As discussed below, this deliverability claim, however, does not tell the whole story, and thus is not a sufficient basis to allow E-NRIS customers to utilize reliability transmission capacity within MISO to deliver to loads within MISO.)

C. MISO's E-NRIS Protocol

This Complaint focuses on MISO's means to incorporate E-NRIS into MISO GIP study models to determine the MW level of participation allowed in MISO markets. E-NRIS must achieve a level of NRIS in order to be certified for resource adequacy purposes in MISO.

Initial MISO proposals were extremely misguided, not proposing to subject E-NRIS customers to the panoply of studies and limits that are imposed on generation internal to MISO seeking deliverability. MISO had initially proposed that no reliability studies be performed on the new proposed power flows for injection into the MISO system. Numerous transmission owners and generation owners in MISO objected, arguing MISO must subject E-NRIS to the reliability study portion of the DPP to address previously unstudied power flow conditions. Power flow and dynamic stability analyses ensure that required reliability conditions are studied and NERC requirements are addressed.²⁴ Through arduous discussions with stakeholders and MISO, MISO finally agreed and added protocols that are a step in the right direction. MISO did so under the premise that E-NRIS should "do no harm."

Thus, the E-NRIS Protocol presented at the July 2015 PAC meeting provided as follows:

6.1.6. External Network Resource Interconnection Service Study

This product gives Generating Facilities external to MISO the ability to procure NRIS under the MISO Tariff as long as it meets certain conditions. To be eligible for study the Generating Facility must have a signed Interconnection Agreement

²³ *Id.* at P 13.

²⁴ *See, e.g.*, comments posted by Alliant Energy in April 2015 and by the MISO Transmission Owner sector in April 2015, found within the IPTF Supplemental Comments folder posted at <https://www.misoenergy.org/Events/Pages/IPTF20150507.aspx>

with the interconnecting Transmission Provider or be in commercial operation at the time of the request. Additionally the study deposits D1, D2 and D3 are required at the time of application for an External NRIS study request. Upon the receipt of a valid application, the request will be placed in the next applicable DPP cycle. Deliverability studies will be processed in the same manner as any other Generating Facility requesting Network Resource Interconnection Service under MISO's tariff. MISO will perform all applicable ERIS reliability analysis as outlined in section 6.1.1.1.2 to ensure system reliability for the injection from the Generating Facility external to MISO. In conjunction, a deliverability study will also be performed as outlined in section 6.1.1.1.7. The qualifying NRIS amounts will be memorialized through a MISO Service Agreement. Generating Facilities requesting external NRIS must also procure firm Transmission Service to the MISO border through the host interconnecting Transmission Provider prior to the execution of a Service Agreement.²⁵

However, there were still holes that needed to be addressed.

Ultimately, Wind on the Wires ("WoW") submitted four motions for consideration at the August 2015 PAC meeting to revise the E-NRIS Protocol. See Attachment 1. The four motions sought to include language that provided:

- the Service Agreement will be filed at the FERC;
- firm transmission service to the MISO border must be maintained for the duration of the E-NRIS service;
- the E-NRIS Generating Facility will be subject to the same operational studies as internal generation to determine applicable Quarterly Operating Limits ("QOL"); and
- the E-NRIS customer will be required to pay the \$/MW portion of M2 Milestone Payment.

WoW circulated information to the membership sectors to explain why the four revisions were needed, including the M2 Milestone Payment and a comparable Initial Payment under any Service Agreement. Prior to the time of the August 2015 PAC meeting, MISO informed WoW that it agreed to include the first three items listed above and posted a revised E-NRIS Protocol to include these items. See Attachment 3. However, leading up to the PAC meeting, MISO

²⁵ Section 6.1.1.1.2 provides that MISO will undertake studies consistent with NERC Reliability Standard FAC-002-1. Section 6.1.1.1.7 addresses the deliverability analysis that MISO will perform.

refused to adopt the M2 Milestone Payment and say anything further about some form of an “Initial Payment.”

Vociferous discussion ensued at the August 2015 PAC meeting, with several sectors asking that any decision about the M2 Milestone Payment and Initial Payment be postponed until the September 2015 PAC meeting so sector members can get a better grasp of the issues and impacts. Eventually, everyone agreed to postpone the vote until next month.²⁶ MISO, however, stated that it considered its current BPM language (updated with the three new items listed above) to be final and that it was moving forward regardless of membership requests to understand the impacts better. MISO subsequently confirmed this in writing. See Attachment 2. Thus, as of the date of filing this Complaint and Motion, so far as Internal MISO Generation is aware, MISO has –

- moved as much as 7 GW of E-NRIS customers into the DPP to be studied without any requirement to put cash-at-risk via the M2 Milestone Payment and some type of Initial Payment;
- done so without any regard or providing any information about the impact on the queue if E-NRIS customers withdraw or terminate the Service Agreement at a later date; and
- done so without disclosing any of the terms and conditions that will be part of the Service Agreement with E-NRIS customers.

²⁶ To facilitate discussion at the September 2015 PAC meeting, WoW subsequently circulated a list of questions that were raised at the August 2015 PAC meeting to all sectors and MISO. The sector representatives asked for answers and positions by September 2, 2015. MISO circulated its draft response to the questions on September 3, 2015. No new information was provided, and MISO declined to address the withdrawal impact of its E-NRIS Protocol at this time.

III. COMPLAINT

A. The M2 Milestone Payment Must Be A Prerequisite For The E-NRIS Customer To Move Into The DPP

1. The Lack Of A M2 Milestone Payment Requirement Is Unjust And Unreasonable

MISO's E-NRIS Protocol allows new E-NRIS customers to enter and be studied in the DPP, along with new Interconnection Customers with proposed generation internal to MISO, without subjecting the E-NRIS customer to any cash-at-risk payment. E-NRIS customers, thus, have minimal incentive to not submit speculative requests and have no deterrent not to withdraw from the DPP at a later date while the study is being performed or after the study is completed and network upgrade cost responsibility assigned. This provides means to perpetuate the very harms that MISO sought to correct when it imposed the M2 Milestone Payment in 2012: exacerbate the queue backlog and shift of costs.

If the E-NRIS customer withdraws from the DPP study and does not otherwise go forward with its plans to participate in MISO markets, it will cause the need for a restudy and perhaps cascading restudies, as MISO argued to the Commission in *MISO I* and *MISO II*. The Commission found it just and reasonable to impose the M2 Milestone Payment so MISO's queue can be managed better, free of speculative projects and late-stage withdrawals that cause restudies. The Commission found it just and reasonable to impose the M2 Milestone Payment so projects that are ready to proceed will have a path to do so expediently. Interconnection Customers in the same DPP study as E-NRIS customers and in lower-queued DPP studies put cash-at-risk, in addition to other costly technical milestones, and move forward with the confidence that all projects being studied in the DPP have demonstrated they are serious. Thus, Interconnection Customers have confidence that the chances are reduced they will be subject to

restudy from a project withdrawing from the DPP or not signing a GIA. Business decisions are made on this basis. Significant amounts of capital are invested on this basis.

It is unjust and unreasonable to subject Interconnection Customers to the delay that will result if an E-NRIS customer withdraws or does not otherwise go forward with its plans to participate in MISO markets. Interconnection Customers deserve better management of MISO's queue. This is all the more needed right now because Internal MISO Generation understands that MISO has moved 7 GW of E-NRIS into the DPP to be studied. And there is no telling what other MW or GW amounts of E-NRIS might emerge in the future. The withdrawal of any amount of E-NRIS could trigger restudies and cascading restudies.

It is unjust and unreasonable to subject Interconnection Customers that remain in the DPP and sign a GIA to the cost of restudies and cost of shifted network upgrades resulting from the E-NRIS customer withdrawal and consequential change in power flows, especially at the GW scale. The Commission explained, "cost causation policy requires that costs are borne by those who cause them."²⁷ Here, the E-NRIS customer will have caused costs to be shifted to remaining Interconnection Customers, but with no responsibility for the costs it caused. (A withdrawing E-NRIS customer may shift such costs to other E-NRIS customers as well.) This is inconsistent with the rationale underlying the Commission's orders to impose the M2 Milestone Payment and make the refund conditional when a project withdraws. Moreover, if the Interconnection Customer with generation located within MISO later withdraws, the E-NRIS customer stands to benefit to extent network upgrade costs are shifted to the E-NRIS customer and restudies are needed. This is because the withdrawing Interconnection Customer's M2

²⁷ *MISO II* at P 69 (citing *Ill. Commerce Comm'n v. FERC*, 576 F.3d 470, 476 (7th Cir. 2009) ("[a]ll approved rates must reflect to some degree the costs actually caused by the customer who must pay them").

Milestone Payment will be used to cover those costs. Interconnection Customers internal to MISO have no such balanced and reciprocal protection. That is unjust and unreasonable.

The Commission should rectify this inequality and imbalance and find that a just and reasonable E-NRIS Protocol must impose the M2 Milestone Payment on E-NRIS customers. Besides, so long as the E-NRIS customer carries through and participates in MISO markets, the M2 Milestone Payment will be refunded. Thus, there will be no harm to the E-NRIS customer.

2. The Lack Of A M2 Milestone Payment Requirement Is Unduly Discriminatory And Preferential

New NRIS and new ERIS Interconnection Customers with generation located within MISO and E-NRIS customers are similarly situated. Both are being studied together to determine the level at which each can inject energy into the MISO region. Both are competing for transmission capacity within MISO and sales of electric products within MISO. Longstanding Court and FERC precedent requires that both sets of similarly-situated customers be subject to the same rates, terms and conditions to access transmission capacity and participate in these MISO markets. The fact that one set of customers is located within MISO and the other is not, is not a meaningful distinction.

In *Dynegy Midwest*, the D.C. Circuit vacated FERC orders that would have subjected generators that compete in the MISO market to different compensation rate schedule schemes.²⁸ The FERC orders were challenged on the basis that the differing rate schedules FERC allowed were “unduly discriminatory, as it would cause generators in different zones to be compensated differently . . . even though Midwest ISO generators compete with each other across zonal borders.”²⁹ The Court explained:

²⁸ *Dynegy Midwest Generation, Inc. v. FERC*, 633 F.3d 1122 (D.C. Cir. 2011) (“*Dynegy Midwest*”).
²⁹ *Id.* at 1125.

Generators in the Midwest ISO compete across zonal boundaries. If transmission owners in one zone offer cost-based compensation for reactive power under Schedule 2, while transmission owners in another zone invoke Schedule 2-A and therefore withhold compensation for reactive power within the deadband, generators in the latter zone appear to be competitively disadvantaged.³⁰

The Court continued:

It is true, of course, that if generators did not compete across zonal lines, then all generators in each zone governed by Schedule 2-A would incur an uncompensated reactive power cost and none would be competitively disadvantaged in the relevant market. But the Commission acknowledged in oral argument that generators can and do sell real power outside their own zones. Generators that follow the Commission's advice to raise their power sales rates would suffer an increased risk of being undersold by generators from zones where reactive power costs are compensated. The Commission has revealed no basis for its contention that generators in different zones are not 'similarly situated' for purposes of receiving reactive power compensation.³¹

Accordingly, the Court vacated the FERC's orders.

This precedent is directly on point. Interconnection Customers internal to MISO and E-NRIS customers compete to sell the same electric products in MISO. Interconnection Customers internal to MISO that must put up the M2 Milestone Payment to complete a reliability study to secure transmission capacity are "competitively disadvantaged" vis-à-vis E-NRIS customers that pay no M2 Milestone Payment in order to secure transmission capacity and compete within MISO. E-NRIS customers are provided a competitive cost advantage and preference vis-à-vis internal Interconnection Customers. As was the case in *Dynegy Midwest*, there is no basis upon which to treat differently these similarly-situated and competing customers. There are no differences in fact, cost of service or otherwise that support subjecting Interconnection Customers internal to MISO to the M2 Milestone Payment but not E-NRIS customers.³²

³⁰ *Id.* at 1127.

³¹ *Id.*

³² See *St. Michaels Municipal Utils. Comm'n v. FPC*, 377 F.2d 912 (4th Cir. 1967); see also *Cities of Newark, DE, et al. v. FERC*, 763 F.2d 533 (3rd Cir. 1985).

In *MISO E-NRIS*, the Commission found no undue discrimination or preference with MISO’s proposal to allow external generation to participate in MISO markets if NRIS is obtained, because MISO explained that “the deliverability analysis for internal and external resources is identical.” In other words, both sets of customers would be treated the same. Because of significant efforts by MISO transmission owners and WoW, MISO’s E-NRIS Protocol now includes provisions stating that E-NRIS will be subject to the identical reliability and deliverability analyses and limitations as Interconnection Customers. However, the identical treatment cannot be achieved if the cost to enter the DPP in first place in order to receive transmission capacity injection rights under reliability studies is different.

MISO’s Tariff requires all Interconnection Customers (new NRIS and new ERIS) to put up the M2 Milestone Payment as a prerequisite to enter the DPP. The “identical” requirement is needed for E-NRIS customers to first enter the DPP. The stakeholder process has revealed that a deliverability study alone is insufficient to qualify E-NRIS for resource adequacy purposes in MISO. Reliability analysis must be, and is going to be, undertaken as well for E-NRIS customers. MISO requires new NRIS and new ERIS customers to put up the M2 Milestone Payment in order to be moved into the DPP and subjected to the reliability study. New E-NRIS customers must be subject to the same M2 Milestone Payment if “identical” treatment, as was the implication in *MISO E-NRIS*, is to be achieved. To the extent *MISO E-NRIS* only discussed the deliverability analysis to assuage concerns about unduly discriminatory and preferential treatment, then it was deficient. The complete picture requires identical reliability analysis – including the M2 Milestone Payment – for all new NRIS, new ERIS and new E-NRIS customers.

MISO’s E-NRIS Protocol provides: “Deliverability studies will be processed in the same manner as any other Generating Facility requesting Network Resource Interconnection Service

under MISO’s tariff.” The “same manner” requires that new E-NRIS customers and new NRIS customers be processed and treated the same because neither has been previously studied for reliability impact on the MISO system. MISO’s mention of “deliverability studies” is misleading. Before the deliverability study is undertaken, new NRIS customers are subject to the reliability study and the M2 Milestone Payment. MISO has already committed to subject the new E-NRIS customer to the reliability study. The “same manner” requires MISO to subject the new E-NRIS customer to the M2 Milestone Payment just like new NRIS customers (and ERIS customers) internal to MISO who are only allowed to participate in DPP reliability studies if the M2 Milestone requirement is met.

MISO’s E-NRIS Protocol provides E-NRIS customers with an unfair advantage to participate in MISO markets and secure use of scarce transmission capacity without any risk in withdrawing. This is a luxury that Interconnection Customers with Generating Facilities located within MISO, and even independent transmission projects that have one terminal external to MISO, do not have.³³ The entry fee cost for customers internal to MISO to compete for transmission capacity in reliability studies is to put up the M2 Milestone Payment; whereas their competition will have no such entry fee cost to do business. This provides a preference to E-NRIS in violation of the FPA.

The Commission should rectify this undue discrimination and preference by finding that E-NRIS customers must be subject to the M2 Milestone Payment. The alternative is for the Commission to find that Interconnection Customers with generation located within MISO no longer have to put up M2 cash-at-risk so that similarly-situated customers are treated similarly.

³³ Internal MISO Generation understands that independent transmission project owners have been required to put up the M2 Milestone Payment in order to be included in DPP studies. This is consistent with the Commission finding in *MISO I* that “[a]ll interconnection customers – whether independent or utility-affiliated – will be required to meet the M2 milestone payment in order to enter the Definitive Planning Phase.” *MISO I* at P 151.

MISO's E-NRIS Protocol will have rendered this current provision of MISO's Tariff no longer just and reasonable and unduly discriminatory and preferential.

B. E-NRIS Must Be Subject To A Comparable Initial Payment

For the same reasons provided above, E-NRIS customers must be required to put up some form of initial payment within 30 days of executing the Service Agreement, comparable to what is required of Interconnection Customers under a GIA. The Initial Payment is a significant cost of doing business. In order to go forward, the Interconnection Customer that needs network upgrades to obtain service must put up at least 20% of the cost of network upgrades (10% if the in-service date is more than five years from the GIA execution date). Hence, the Interconnection Customer is deprived of this capital for other market purposes. The Commission required this new feature because it will help deter late-stage terminations and cascading restudies and demonstrates that the project is viable because it has the funding.³⁴

It is unjust and unreasonable and unduly discriminatory and preferential not to subject the E-NRIS customer to the same type of Initial Payment once the E-NRIS customer executes a Service Agreement. At that point, if the Attachment X GIP paradigm is followed, MISO would refund the M2 Milestone payment to the E-NRIS customer. However, at any time thereafter, the E-NRIS customer or MISO could terminate the Service Agreement, with the project never engaging in the MISO market. This will trigger the need for a restudy and perhaps cascading restudies and subject Interconnection Customers (and other E-NRIS customers that have not withdrawn) to delay and a redetermination of network upgrade cost responsibilities.

The Commission should order the Service Agreement to include the requirement to put up an initial payment determined on the same basis and same terms as apply to Interconnection

³⁴ See *MISO I* at PP 178, 179.

Customers under a GIA. Without this requirement, E-NRIS customers will be allowed to engage in late-stage terminations without any regard for the impact on the queue and cost shifts. That is not consistent with cost causation policy and precedent. That is not just and reasonable.

The Initial Payment, although a significant burden, provides another means for Interconnection Customers to have confidence that other projects in contemporary queue status are viable and going forward which means the chances of delay and a restudy are reduced. Interconnection Customers deserve that same protection with regard to E-NRIS customers that must pay for network upgrades. It is another sign of project viability and commitment.

Without this requirement, E-NRIS customers will have a cost advantage to participate in MISO markets that is not afforded to new NRIS and ERIS Interconnection Customers. Interconnection Customers and E-NRIS customers are similarly situated. The cost to compete to sell energy products in MISO and the rules to do so must be the same. The Commission should find that MISO's E-NRIS Protocol is unjust and unreasonable and unduly discriminatory and preferential without a payment requirement similar to the Initial Payment under a GIA.

C. MISO's Justifications Do Not Render Its E-NRIS Protocols Appropriate

Through correspondence with WoW, MISO has raised the following points to justify its decision to give E-NRIS customers a free pass in terms of putting cash-at-risk. However, MISO has never elaborated on these points, nor provided information to the larger MISO membership for educational purposes.

First, MISO argues that the M2 Milestone Payment is “only” a readiness requirement. Here, the E-NRIS customer will already have a GIA with a neighboring RTO or utility (such as Manitoba Hydro) and in some cases may already be operating. The E-NRIS customer may also

already have a transmission service request to the border of MISO. Thus, MISO claims that readiness and project completion is not a concern.

MISO's position is contrary to the record amassed by the Commission in the *MISO I* and *MISO II* proceedings where it imposed the M2 Milestone Payment. MISO argued, and the Commission found, that the M2 Milestone Payment was much more than an indicia of readiness. It protects MISO's queue from backlogs. It protects against queue churn, restudies and cascading restudies that have resulted when projects withdraw at late stages. It protects customers in the same DPP studies and lower-queued projects in other studies from costs to undertake restudies and network upgrade costs that may be shifted because the M2 Milestone Payment will be applied against these costs. It ensures that projects that are allowed to proceed to the DPP are commercially viable and thus likely to achieve operation and engage in markets. As the Commission held, "put[ting] more money at risk, earlier in the interconnection process, will help ensure that projects that do advance through the DPP will be more likely to reach commercial operation."³⁵ And, the lack of the M2 Milestone Payment is "not sufficient for distinguishing between projects that are likely to achieve commercial operation and those that are not."³⁶ Otherwise, it is "too easy" to let projects move forward in the queue that have not demonstrated they are viable.³⁷ Cash-at-risk is the solution the Commission imposed. Thus, the M2 Milestone Payment is not simply a readiness requirement. It protects MISO's queue management and Interconnection Customers.

The fact that the E-NRIS customer's project is operational, if that is even the case, is not relevant. That E-NRIS customer with generation operating in Manitoba Hydro, for example,

³⁵ *MISO I* at P 64.

³⁶ *Id.*

³⁷ *Id.* at P 68.

might be put in the DPP studies and later withdraw and not enter into a Service Agreement because it did not like the results, or did not receive a required permit to extend its operational life, or simply concluded, for any number of reasons, that the cost of generating outweighed the return derived by participating in MISO's capacity and energy markets. When that E-NRIS customer withdraws (with its operational generation), it will cause queue churn and the potential for a shift of costs.

The fact that the E-NRIS customer has a GIA with neighboring PJM, for example, also is not relevant. MISO justified the new M2 Milestone Payment stating "even execution of a GIA has not been a sufficient indicator of readiness."³⁸ If executing a GIA with PJM is sufficient to demonstrate readiness, then an Interconnection Customer executing a GIA with MISO should be sufficient to demonstrate readiness as well, without the need for the M2 Milestone Payment and Initial Payment. MISO cannot have it both ways. In any event, the fact is, the E-NRIS customer or even PJM could terminate that GIA. This leaves MISO and its queue management and Interconnection Customers that have been complying with the requirements in MISO's Tariff exposed to all the harms that MISO said a GIA alone could not prevent, namely, delay and costs from restudies and cascading restudies and a shift in network upgrade costs.

For these same reasons, the fact that the E-NRIS customer has a transmission service request or even a firm transmission service agreement to the border of MISO is not a sufficient safeguard. The E-NRIS customer can just as easily withdraw its request or terminate its agreement or better yet recoup any exposure by reselling the transmission reservation in the secondary market. This too does not justify not subjecting the E-NRIS customer to the M2 Milestone Payment. At best, transmission service to the MISO border can be considered on par

³⁸ *MISO I* at P 36.

with other technical milestones required of internal Interconnection Customers that first enter into the DPP, but it certainly is not a replacement for the M2 Milestone Payment.³⁹

Second, with no evidence or support, MISO suggests that E-NRIS customers likely are not going to pay for any network upgrades on the MISO system if MISO studies show they are needed, but will only be utilizing existing capacity. How can MISO be so sure? The opportunity to sell more product in the MISO capacity market might be worth the cost of network upgrades to the E-NRIS customer. Policies that impact the rates, terms and conditions of other market participants cannot be built on such speculation.

MISO has also verbally stated that E-NRIS customers will not be provided the opportunity to pay for network upgrades based on the reliability analysis. Thus, the new E-NRIS customer will only utilize whatever transmission capacity is awarded to it in the reliability study without paying for network upgrades. MISO's E-NRIS Protocol has no such limiting language. Indeed, if that were the case, it also raises questions about whether E-NRIS is being allowed to lean on capacity in MISO, as free riders, created by the network upgrades paid for or to-be paid-for by Interconnection Customers internal to MISO.

In any event, even if no network upgrades are required, the E-NRIS customer could still withdraw at a late stage and not execute a Service Agreement. That, in turn, would trigger queue churn, restudies and perhaps cascading restudies – which is delay – and a shift in costs to other customers to cover those costs. In other words, the very harms will occur that were the foundation of the Commission's reasons to accept the M2 Milestone Payment. Notably, the Commission's rationale in *MISO I* and *MISO II* did not include the customer's need for network

³⁹ See BPM 015, Section 4.2.2.

upgrades as a basis to require the M2 Milestone Payment. The queue delay and cost shift harms occur whether or not the studies identify the need for network upgrades.

Third, MISO contends it has already modeled E-NRIS generators, is aware of them and thus they are like internal generators. Internal MISO Generation have no idea of the basis for this claim. MISO has not shared its rationale. Internal MISO Generation can only surmise it means MISO may have studied the E-NRIS generation project as an “affected system” when the project sought to locate, and deliver power, in neighboring PJM, for example. However, that study has nothing to do with the studies that are the underpinning of MISO’s plans to allow E-NRIS customers to sell product in MISO. Any “affected system” study is based on power flows from generation located in PJM, for example, serving load in PJM. The studies included in the MISO DPP address reliability and deliverability impacts when power flows from generation will serve load in MISO. The two studies and results on the MISO system are completely different. In any event, any such study MISO may have done as an affected system or otherwise does nothing to ameliorate the queue churn and cost shift harms that would result if the E-NRIS customer later withdraws from the DPP, does not execute a Service Agreement or that Service Agreement is terminated.

Fourth, MISO contends that its E-NRIS Protocol is no different than when a Generating Facility located within MISO re-enters the queue to obtain increased NRIS, *i.e.*, NRIS-only. MISO’s BPM 015, Section 4.2.5 (Deliverability Only Study) provides that when an existing NRIS customer or existing ERIS customer with generation internal to MISO re-enters the MISO queue to obtain some further level of NRIS to deliver energy, it is charged only \$35,000 and does not have to pay, again, the M2 Milestone Payment.⁴⁰ MISO contends it is treating E-NRIS

⁴⁰ BPM 015, section 4.2.5.

fairly vis-à-vis NRIS-only customers by not imposing the M2 Milestone Payment. There is no similarity.

NRIS-only customers are only subjected to the deliverability study. NRIS-only customers are seeking to deliver more energy and thus substantiate their ability for resource adequacy purposes if desired. NRIS-only customers are not subjected to the reliability study because they were subjected to a reliability analysis that established their capacity injection rights when they first entered the DPP as a new ERIS or NRIS customer. But that has nothing to do with increased deliverability rights. The M2 Milestone Payment – which is tied solely to the reliability study portion of the DPP – is not assessed to the NRIS-only customer, again, because there is no harm in the reliability studies to prevent if the NRIS-only customer decides not to go forward with increased NRIS deliverability rights. The NRIS-only customer's transmission capacity injection rights were determined when it first paid the M2 Milestone Payment and was studied in the DPP. Its transmission capacity injection rights carry forward into successive DPP models and are not altered in any way by a subsequent NRIS-only deliverability analysis.

The E-NRIS customer is different. This is the first time that the E-NRIS customer will be assessed for reliability impact on the MISO system. Thus, MISO, as it must, will subject the E-NRIS customer to the reliability study and deliverability study in the DPP. The results of the reliability study will memorialize for the first time the E-NRIS customer in the DPP model. If the E-NRIS customer later withdraws from the DPP, does not execute a Service Agreement or that Service Agreement is terminated, the removal of the E-NRIS project will have a direct impact. It will cause the need for a restudy and perhaps cascading restudies and can shift network upgrade costs to internal Interconnection Customers (as well as other new E-NRIS

customers). That will not occur if the NRIS-only customer does not go forward with its increased deliverability request.

Suffice it to say, MISO's stated justifications to not subject new E-NRIS customers to the M2 Milestone Payment do not support its case.

Last, MISO has not provided any details about the terms and conditions of the Service Agreement. MISO has indicated that it might subject the E-NRIS customer to an Initial Payment similar to what Interconnection Customers pay under a GIA, but there is nothing documented to support this claim. This lack of transparency is contrary to Commission policy underlying open access transmission and interconnection service.

D. MISO Should Be Directed To File Tariff Revisions To Implement E-NRIS

FPA, section 205(a) requires:

All rates and charges made, demanded, or received by any public utility for or in connection with the transmission or sale of electric energy subject to the jurisdiction of the Commission, **and all rules and regulations affecting or pertaining to such rates or charges** shall be just and reasonable, and any such rate or charge that is not just and reasonable is hereby declared to be unlawful.⁴¹

FPA, section 205(c) provides:

Under such rules and regulations as the Commission may prescribe, every public utility shall file with the Commission, within such time and in such form as the Commission may designate, and shall keep open in convenient form and place for public inspection schedules showing all rates and charges for any transmission or sale subject to the jurisdiction of the Commission, **and the classifications, practices, and regulations affecting such rates and charges**, together with all contracts which in any manner affect or relate to such rates, charges, classifications, and services.⁴²

⁴¹ 16 U.S.C. § 824d(a) (emphasis added).

⁴² *Id.* § 824d(c) (emphasis added).

The Commission's regulations provide, in relevant part:

Every public utility shall file with the Commission and post . . . full and complete rate schedules and tariffs . . . clearly and specifically setting forth all rates and charges for any transmission or sale of electric energy subject to the jurisdiction of this Commission, **the classifications, practices, rules and regulations affecting such rates, charges, classifications, services, rules, regulations or practices**, as required by section 205(c) of the Federal Power Act (49 Stat. 851; 16 U.S.C. 824d(c)).⁴³

The Commission applies a rule of reason in deciding whether a public utility's (*i.e.*, Transmission Provider's) practice affecting rates, terms and conditions must be filed as part of a Tariff or can be carried in Business Practice Manuals:

The statutory directive must reasonably be read to require the recitation of only those practices that affect rates and service *significantly*, that are realistically *susceptible* of specification, and that are not so generally understood in any contractual arrangement as to render recitation superfluous.⁴⁴

This situation requires MISO to file revisions to its Tariff to implement any E-NRIS Protocol. MISO's E-NRIS Protocol *will* significantly affect rates and service. This can be seen by the potential for delay from restudies and cascading restudies and shift in costs from such restudies and network upgrades. The terms and conditions are susceptible to being specified in MISO's Tariff. Indeed, they can mirror to a great degree what MISO already has in its Tariff to govern Interconnection Customers.

MISO's Tariff has no provision addressing the terms and conditions by which E-NRIS will be modeled as part of MISO's queue to obtain transmission capacity injection rights and deliverability rights and allowed to participate in MISO markets, and no provision addressing protections to other market participants if the E-NRIS customer withdraws and does not go forward. On the other hand, the process, obligations and rights of Interconnection Customers

⁴³ 18 C.F.R. § 35.1(a).

⁴⁴ *City of Cleveland v. FERC*, 773 F.2d 1368, 1376 (D.C. Cir. 1985) (emphasis in original).

that will be studied in the same queue studies as E-NRIS customers so they can participate in MISO markets are highly delineated in MISO's Tariff. This is a gap that should be closed.⁴⁵

By way of illustration, Internal MISO Generation understands that MISO did not subject any of the seven GW to a feasibility study. One of the benefits of the feasibility study is that it provides information for other Interconnection Customers about what projects might end up in a DPP cluster and thus whether to proceed to the DPP. Interconnection Customers in the 2014 DPP were deprived of this information when they made the decision to enter the DPP. MISO should not be allowed to skip study steps and pick and choose whether certain customers (*i.e.*, E-NRIS) will not be subject to all studies (and the costs therefor) to which all other Interconnection Customers are subject.

The failure to require a feasibility study also made it impossible to subject the seven GW of E-NRIS to the full M2 Milestone Payment that all new NRIS and new ERIS pay. Section 8.2 of MISO's GIP in its Tariff delineates that the M2 Milestone Payment is comprised of a gross MW component and a voltage level transmission line component. The voltage level transmission line component cannot be determined if a feasibility study is not performed. Thus, at best, unless a corrective study is done, the seven GW that MISO has moved into the DPP will be subjected to a lower M2 Milestone Payment rate structure than all other new NRIS and ERIS customers with generation located in MISO. Internal MISO Generation have no way of knowing whether that practice will continue in the future. This is one more example of the differing treatment MISO has allowed for E-NRIS and underscores why the practices, obligations and rights of E-NRIS customers must be provided in the MISO Tariff.

⁴⁵ Notably, one of the sectors recently informed WoW it may vote 'no' to the pending motion to impose the M2 Milestone Payment on E-NRIS customers because it believes the requirement should be included in MISO's Tariff and not in BPM 015 as MISO proposes.

MISO's E-NRIS Protocols directly impact the rates, terms and service of other customers in MISO. MISO should not be allowed to implement such practices that "affect" jurisdictional service unchecked. As it stands now, MISO has proceeded ahead with its E-NRIS Protocol even though several sectors have asked for MISO to slow down so the membership can understand the implications of its actions. The lack of boundaries placed on MISO's discretion provides for unjust and unduly discriminatory practices that directly impact rates, terms and conditions of service. The E-NRIS terms of service must be put in MISO's Tariff for transparency and as a needful check and balance to make sure the E-NRIS protocol is just and reasonable and not unduly discriminatory and preferential as the FPA requires.

The Commission should order MISO to file Tariff revisions (including a *pro forma* Service Agreement) if MISO wants to implement an E-NRIS protocol so that, after a fair and complete public evaluation, the Commission can accept provisions that have been demonstrated to comply with the standards of the FPA. This also is necessary to carryout Section 2.1(e) of MISO's GIP in its Tariff that provides:

Network Resource Interconnection Service is available to existing Generating Facilities connected to facilities external to the Transmission Provider. Such a request for Network Resource Interconnection Service can be made by applying under the terms of this Tariff, and can be memorialized with an appropriate form of a Service Agreement.

It is difficult for E-NRIS "connected to facilities external to the Transmission Provider," *i.e.*, external to MISO, to obtain NRIS by "applying under the terms of this Tariff" when there are no terms under the Tariff specified for E-NRIS. (Alternatively, if the existing Tariff is supposed to apply, then the E-NRIS customer would be subject to the M2 Milestone Payment that is part of MISO's Tariff and applies to all new NRIS customers similarly entering the DPP for the first time.)

The Commission has ordered MISO to file Tariff revisions (rather than proceeding solely in BPMs as MISO desired) when proposed criteria and processes would significantly affect rates.⁴⁶

IV. RULE 206(b)

A. ¶¶ (1)-(5). The information in Parts I-III of this Complaint explain why MISO's actions are unjust and unreasonable and unduly discriminatory and preferential in violation of the FPA. Internal MISO Generation has direct business and commercial interests that are impacted by MISO's E-NRIS Protocol. The financial impact to Internal MISO Generation (and all generators within MISO) is significant in terms of delay, cost shifts and unduly discriminatory competitive disadvantage.

B. ¶ (6). The issues raised in this Complaint are not pending in an existing Commission proceeding or a proceeding in any other forum in which any member of Internal MISO Generation is a party.

C. ¶ (7). Internal MISO Generation requests an order on the merits from the Commission on a Fast Track basis as soon as possible and as Interim Relief immediately. The basis for that relief is discussed in Parts I-III of this Complaint.

D. ¶ (8). All documents that support the facts in this Complaint that are in possession of, or otherwise attainable by, Internal MISO Generation and are discussed herein are included as Attachments to this Complaint.

E. ¶ (9). Internal MISO Generation did not contact the FERC's Enforcement Hotline, Dispute Resolution Service and did not use any tariff-based dispute resolution mechanisms or other informal dispute resolution procedures. Although various MISO

⁴⁶ See, e.g., *Midwest Indep. Transmission Sys. Operator, Inc.*, 140 FERC ¶ 61,171 at P 80 (2012).

membership sectors objected to MISO's final proposed language or asked for more time to understand the implications, MISO, nonetheless, moved ahead and implemented its E-NRIS Protocol. Thus, none of these mechanisms would result in the relief requested. Nor would any dispute resolution within MISO be fruitful.

F. ¶ (10). A form of notice of the Complaint suitable for publication in the Federal Register is provided in Attachment 4.

G. ¶ (11). Internal MISO Generation demonstrated why Fast Track Processing and expedited resolution are needed in Parts I-III above.

V. CORRESPONDENCE AND COMMUNICATIONS

All communications, notices, pleadings, orders and other documents related to this proceeding should be addressed to the following individual:

Bruce A. Grabow
Locke Lord LLP
701 8th Street, NW, Suite 700
Washington, DC 20001
202.220.6991
bgrabow@lockelord.com

VI. CONCLUSION

WHEREFORE, for the foregoing reasons, Internal MISO Generation respectfully requests that the Commission (1) process this Complaint on a Fast Track, (2) immediately issue an order providing Interim Relief that directs MISO to remove E-NRIS from DPP studies and order pending DPP studies to proceed, or establish a seven (7)-day comment period to address the Motion and then issue an order granting interim relief, (3) establish a fifteen (15)-day comment period to address this Complaint, (4) find MISO's E-NRIS Protocol unjust and unreasonable and unduly discriminatory and preferential and (5) order MISO to submit Tariff revisions that address its E-NRIS Protocol.

Respectfully submitted,

Bruce A. Grabow

Bruce A. Grabow
Locke Lord LLP
701 8th Street, NW
Suite 700
Washington, DC 20001
202.220.6991
bgrabow@lockelord.com

Counsel to Internal MISO Generation

September 4, 2015

CERTIFICATE OF SERVICE

The undersigned certifies, on behalf of Complainant, that a copy of the Complaint and Motion has been served on the contacts for the Midcontinent Independent System Operator, Inc. as listed on the Commission's list of Corporate Officials posted on its website.

Dated at Washington, DC this 4th of September 2015.

/s/ Bruce A. Grabow

Bruce A. Grabow
Locke Lord LLP
701 8th Street, NW
Suite 700
Washington, DC 20001
202.220.6991
bgrabow@lockelord.com

ATTACHMENT 1

August 12, 2015

Wind on the Wires' Four Motions to Revise MISO's proposed language for BPM 15 § 6.1.6. regarding External Network Resource Interconnection Service

MOTION #1: The Planning Advisory Committee (PAC) recommends that MISO adopt revisions to the Generator Interconnection Business Practices Manual (BPM-015) Section 6.1.6 External Network Resource Interconnection Service, that are proposed by the Environmental-Other Sector, as shown below and as discussed or modified at the August 19, 2015 PAC meeting.

This motion requires external generators to pay a portion of the M2 milestone costs.

6.1.6. External Network Resource Interconnection Service Study

This product gives Generating Facilities external to MISO the ability to procure NRIS under the MISO Tariff as long as it meets certain conditions. To be eligible for study the Generating Facility must have a signed Interconnection Agreement with the interconnecting Transmission Provider or be in commercial operation at the time of the request. Additionally the study deposits D1, D2 and D3, and the \$/MW portion of M2 are required at the time of application for an External NRIS study request. Upon the receipt of a valid application, the request will be placed in the next applicable DPP cycle. Deliverability studies will be processed in the same manner as any other Generating Facility requesting Network Resource Interconnection Service under MISO's tariff. MISO will perform all applicable ERIS reliability analysis as outlined in section 6.1.1.1.2 to ensure system reliability for the injection from the Generating Facility external to MISO. In conjunction, a deliverability study will also be performed as outlined in section 6.1.1.1.7 The qualifying NRIS amounts will be memorialized through a MISO Service Agreement. Generating Facilities requesting external NRIS must also procure firm Transmission Service to the MISO border through the host interconnecting Transmission Provider prior to the execution of a Service Agreement.

Wind on the Wires' Motion to Revise MISO's proposed language for BPM 15 § 6.1.6. regarding External Network Resource Interconnection Service

MOTION #2: The Planning Advisory Committee (PAC) recommends that MISO adopt revisions to the Generator Interconnection Business Practices Manual (BPM-015) Section 6.1.6 External Network Resource Interconnection Service, that are proposed by the Environmental-Other Sector, as shown below and as discussed or modified at the August 19, 2015 PAC meeting.

This motion addresses the need for MISO to file the service agreement with FERC.

6.1.6. External Network Resource Interconnection Service Study

This product gives Generating Facilities external to MISO the ability to procure NRIS under the MISO Tariff as long as it meets certain conditions. To be eligible for study the Generating Facility must have a signed Interconnection Agreement with the interconnecting Transmission Provider or be in commercial operation at the time of the request. Additionally the study deposits D1, D2 and D3 are required at the time of application for an External NRIS study request. Upon the receipt of a valid application, the request will be placed in the next applicable DPP cycle. Deliverability studies will be processed in the same manner as any other Generating Facility requesting Network Resource Interconnection Service under MISO's tariff. MISO will perform all applicable ERS reliability analysis as outlined in section 6.1.1.1.2 to ensure system reliability for the injection from the Generating Facility external to MISO. In conjunction, a deliverability study will also be performed as outlined in section 6.1.1.1.7 The qualifying NRIS amounts will be memorialized through a MISO Service Agreement that is filed with FERC. Generating Facilities requesting external NRIS must also procure firm Transmission Service to the MISO border through the host interconnecting Transmission Provider prior to the execution of a Service Agreement.

Wind on the Wires' Motion to Revise MISO's proposed language for BPM 15 § 6.1.6. regarding External Network Resource Interconnection Service

MOTION #3: The Planning Advisory Committee (PAC) recommends that MISO adopt revisions to the Generator Interconnection Business Practices Manual (BPM-015) Section 6.1.6 External Network Resource Interconnection Service, that are proposed by the Environmental-Other Sector, as shown below and as discussed or modified at the August 19, 2015 PAC meeting.

This motion requires the external generator to obtain and maintain a transmission service request to continue to be designated an External NRIS.

6.1.6. External Network Resource Interconnection Service Study

This product gives Generating Facilities external to MISO the ability to procure NRIS under the MISO Tariff as long as it meets certain conditions. To be eligible for study the Generating Facility must have a signed Interconnection Agreement with the interconnecting Transmission Provider or be in commercial operation at the time of the request. Additionally the study deposits D1, D2 and D3 are required at the time of application for an External NRIS study request. Upon the receipt of a valid application, the request will be placed in the next applicable DPP cycle. Deliverability studies will be processed in the same manner as any other Generating Facility requesting Network Resource Interconnection Service under MISO's tariff. MISO will perform all applicable ERS reliability analysis as outlined in section 6.1.1.1.2 to ensure system reliability for the injection from the Generating Facility external to MISO. In conjunction, a deliverability study will also be performed as outlined in section 6.1.1.1.7 The qualifying NRIS amounts will be memorialized through a MISO Service Agreement. Generating Facilities requesting external NRIS must also procure firm Transmission Service to the MISO border through the host interconnecting Transmission Provider prior to the execution of a Service Agreement. Such firm Transmission Service shall be maintained for the duration of External NRIS service.

Wind on the Wires' Motion to Revise MISO's proposed language for BPM 15 § 6.1.6. regarding External Network Resource Interconnection Service

MOTION #4: The Planning Advisory Committee (PAC) recommends that MISO adopt revisions to the Generator Interconnection Business Practices Manual (BPM-015) Section 6.1.6 External Network Resource Interconnection Service, that are proposed by the Environmental-Other Sector, as shown below and as discussed or modified at the August 19, 2015 PAC meeting.

This motion confirms that the External NRIS request will be subject to MISO's Annual ERIS to determine QOL.

6.1.6. External Network Resource Interconnection Service Study

This product gives Generating Facilities external to MISO the ability to procure NRIS under the MISO Tariff as long as it meets certain conditions. To be eligible for study the Generating Facility must have a signed Interconnection Agreement with the interconnecting Transmission Provider or be in commercial operation at the time of the request. Additionally the study deposits D1, D2 and D3 are required at the time of application for an External NRIS study request. Upon the receipt of a valid application, the request will be placed in the next applicable DPP cycle. Deliverability studies will be processed in the same manner as any other Generating Facility requesting Network Resource Interconnection Service under MISO's tariff. MISO will perform all applicable ERIS reliability analysis as outlined in section 6.1.1.1.2 to ensure system reliability for the injection from the Generating Facility external to MISO. In conjunction, a deliverability study will also be performed as outlined in section 6.1.1.1.7. The Generating Facility will be subject to the same operational studies as internal generation to determine applicable QOL. The qualifying NRIS amounts will be memorialized through a MISO Service Agreement. Generating Facilities requesting external NRIS must also procure firm Transmission Service to the MISO border through the host interconnecting Transmission Provider prior to the execution of a Service Agreement.

ATTACHMENT 2

From: Vikram Godbole [<mailto:VGodbole@misoenergy.org>]
Sent: Tuesday, August 25, 2015 12:56 PM
To: Sean Brady
Cc: Robert McKee; julie.voeck@nexteraenergy.com; aweber@urc.in.gov; Dave Johnston; nickdg@dteenergy.com; ccrane@itctransco.com; kmaini@wi.rr.com; Jennifer.easler@oca.iowa.gov; bmukanik@hydro.mb.ca; George.dawe@dukeenergy.com; sleovy@wppienergy.org; Elliott, Tia; Jeff Webb; Patrick Brown; Clair J. Moeller; skozey@misoenergy.org; Rhonda Peters; Beth Soholt; Swaraj Jammalamadaka; Tim Aliff
Subject: RE: External NRIS (BPM §6.1.6.) -- next steps

Sean,

MISO considers the External NRIS BPM language, posted for the August 19th PAC, to be final. This includes 3 of the 4 motions proposed by WOW, except for the M2 milestone motion where there is a philosophical disagreement. Even though this language is final, MISO will be more than happy to address any further comments regarding the exclusion of M2 at the September PAC meeting.

MISO will proceed with the posted language effective immediately.

If you have further questions, feel free to contact me.

Thanks,

Vikram Godbole
Resource Interconnection Planning
MISO
Office- 317-249-5376
Cell - 317-753-6966

From: Sean Brady [<mailto:sbrady@windonthewires.org>]
Sent: Thursday, August 20, 2015 1:08 PM
To: Vikram Godbole; Swaraj Jammalamadaka
Cc: Robert McKee; julie.voeck@nexteraenergy.com; aweber@urc.in.gov; Dave Johnston; nickdg@dteenergy.com; ccrane@itctransco.com; kmaini@wi.rr.com; Jennifer.easler@oca.iowa.gov; bmukanik@hydro.mb.ca; George.dawe@dukeenergy.com; sleovy@wppienergy.org; Elliott, Tia; Jeff Webb; Patrick Brown; Clair J. Moeller; skozey@misoenergy.org; Rhonda Peters; Beth Soholt
Subject: PAC: External NRIS (BPM §6.1.6.) -- next steps

Vikram and Swaraj – I appreciate yesterday’s discussion at the PAC re: Wind on the Wire’s motion to revise MISO’s proposed BPM language for External NRIS (BPM 15 §6.1.6.). I am following up on yesterday’s meeting to confirm what I heard on the call, since I had to join via the phone. Did I correctly understand you to state that **MISO will consider the External NRIS BPM language that it posted for the August 19th PAC meeting, which includes new redline**

revisions (that Wind on the Wires does not object to), to be final? If yes, what date will it become effective?

If your answer is no, please clarify because I can think of two reasons (there may be others) for answering no -- that MISO will take further steps before it finalizes language, or that MISO is going to consider a different version of the BPM 15 §6.1.6. language to be final.

Also, the sectors asked that we address some issues and provide materials on this issue for the next PAC meeting, so we should coordinate to make sure we have the same understanding of the questions and requests that were made and a complete list of the issues the sectors want us to address.

Thanks,

Sean R. Brady

Wind on the Wires

Regional Policy Manager

PO Box 4072

Wheaton, IL 60189-4072

Office: 312.867.0609

Mobile: 651.968.6240

ATTACHMENT 3



6.1.6. External Network Resource Interconnection Service Study

This product gives Generating Facilities external to MISO the ability to procure NRIS under the MISO Tariff as long as it meets certain conditions. To be eligible for study the Generating Facility must have a signed Interconnection Agreement with the interconnecting Transmission Provider or be in commercial operation at the time of the request.

Additionally the study deposits D1, D2 and D3 are required at the time of application for an external NRIS study request.

Upon the receipt of a valid application, the request will be placed in the next applicable DPP cycle.

Deliverability studies will be processed in the same manner as any other Generating Facility requesting Network Resource Interconnection Service under MISO's tariff. MISO will perform all applicable ERS reliability analysis as outlined in section 6.1.1.1.2 to ensure system reliability for the injection from the Generating Facility external to MISO. In conjunction, a deliverability study will also be performed as outlined in section 6.1.1.1.7.

The qualifying NRIS amounts will be memorialized through a MISO Service Agreement that will be filed at FERC. If any conditional service is granted, such service will be subjected to the annual interim studies outlined in section 6.4

Generating Facilities requesting external NRIS must also procure firm Transmission Service to the MISO border through the host interconnecting Transmission Provider prior to the execution of a Service Agreement and such firm Transmission Service should be maintained for the duration of the Service Agreement.

ATTACHMENT 4

Internal MISO Generation,)	
)	
Complainant)	Docket No. EL15-___-000
)	
v.)	
)	
Midcontinent Independent System Operator, Inc.,)	
)	
Respondent)	

NOTICE OF COMPLAINT
(September __, 2015)

Take notice that on September 4, 2015, Internal MISO Generation – an ad hoc group of companies that develop, own and operate generation within the Midcontinent Independent System Operator, Inc. (“MISO”) region – filed (1) a formal complaint requesting fast track processing against MISO, pursuant to sections 206 and 306 of the Federal Power Act (“FPA”) and rule 206 of the Commission’s Rules of Practice and Procedures, 18 C.F.R. § 385.206, and (2) a motion for interim relief pursuant to 18 C.F.R. § 385.212 and Order No. 602-A. Complainant requests that the Commission find unjust and unreasonable and unduly discriminatory and preferential (1) MISO’s refusal to require generation external to MISO to pay the M2 Milestone Payment in order to be studied by MISO and (2) MISO’s refusal to identify the terms and conditions that will be in the service agreement with external generation. Complainant requests that the Commission direct MISO to file Tariff revisions to govern external generation participation in MISO markets.

Complainant certifies that a copy of the complaint and motion has been served on the contacts for the MISO as listed on the Commission’s list of Corporate Officials on its website.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission’s Rules of Practice and Procedure (18 C.F.R. 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. The Respondent’s answer and all interventions, or protests must be filed on or before the comment date. The Respondent’s answer, motions to intervene, and protests must be served on the Complainant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the “eFiling” link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the “eLibrary” link and is available for review in the Commission’s Public Reference Room in Washington, D.C. There is

an “eSubscription” link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Comment Date: 5:00 pm Eastern Time on (insert date).

Kimberly D. Bose, Secretary