

169 FERC ¶ 61,173
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Neil Chatterjee, Chairman;
Richard Glick and Bernard L. McNamee.

Midcontinent Independent System Operator, Inc.

Docket No. ER20-41-000

ORDER ACCEPTING TARIFF REVISIONS

(Issued December 3, 2019)

1. On October 4, 2019, Midcontinent Independent System Operator, Inc. (MISO), pursuant to section 205 of the Federal Power Act (FPA)¹ and section 35.13 of the Commission's regulations,² filed proposed revisions to its Generator Interconnection Procedures (GIP) in Attachment X of its Open Access Transmission, Energy, and Operating Reserve Markets Tariff (Tariff) relating to the site control requirements and milestone payments in the Definitive Planning Phase (DPP) of the MISO generator interconnection study process (Filing). In this order, we accept MISO's Filing, effective December 4, 2019, as discussed further below.

I. Background

2. The DPP is the final phase of MISO's generator interconnection study process, during which MISO performs clustered interconnection studies for specific geographically-organized groups of interconnection requests. MISO conducts reliability and deliverability studies that determine whether there is available transmission capacity to accommodate the interconnection of a new, proposed generating facility or whether network upgrades are needed. The Commission accepted MISO's current three-phase DPP on January 3, 2017.³ Under this process, MISO conducts a system impact study in each of the three DPP phases in a DPP cycle to account for project withdrawals and to refine and update its analysis.

¹ 16 U.S.C. § 824d (2018).

² 18 C.F.R. § 35.13 (2019).

³ *Midcontinent Indep. Sys. Operator, Inc.*, 158 FERC ¶ 61,003, *order on reh'g*, 161 FERC ¶ 61,137 (2017).

3. During DPP Phase I, MISO performs a preliminary system impact study that provides a preliminary analysis of the impact of a proposed project on the reliability and safety of the transmission system, distribution system (to the extent applicable), and any affected system. The preliminary system impact study consists of a short circuit analysis, stability analysis, and power flow analysis and evaluates whether the resulting reliability impacts of a proposed project require network upgrades. MISO then provides the interconnection customer with an estimate of the costs of required network upgrades for its project at the project's requested size and location.⁴

4. During DPP Phase II, MISO performs a revised system impact study that provides an updated, detailed analysis of the project's impact on the reliability of the transmission system, distribution system (to the extent applicable), and any affected system after incorporating updated generation assumptions, including any withdrawals of interconnection projects that may have occurred. MISO then provides the interconnection customer with an updated estimate of the costs of required network upgrades for its project at the project's requested size and location.⁵ In addition, MISO begins the facilities study, focusing on the interconnection facilities required for each project.

5. During DPP Phase III, MISO performs a final system impact study that provides a further detailed analysis of the project's impact on the reliability of the transmission system, distribution system (to the extent applicable), and any affected system after incorporating updated transmission and generation assumptions. After completion of the final system impact study, MISO completes the facilities study to provide more accurate and detailed estimates for the cost and time required to build the project's required network upgrades.⁶

6. The interconnection customer must make a milestone payment before entering each phase of the DPP (the M2 milestone payment is required to enter DPP Phase I, the M3 milestone payment is required to enter DPP Phase II, and the M4 milestone payment is required to enter DPP Phase III). The DPP process also includes a decision point before DPP Phase II and DPP Phase III (Decision Points I and II, respectively), wherein an interconnection customer can review the results from the DPP Phase I and DPP Phase II system impact studies and decide to: (1) remain in the queue and proceed to the next phase by making the appropriate milestone payment; (2) remain in the queue and proceed

⁴ MISO Tariff, Attachment X (Generator Interconnection Procedures), § 7.3.1 (Definitive Planning Phase I) (113.0.0).

⁵ *Id.* § 7.3.2 (Definitive Planning Phase II) (113.0.0).

⁶ *Id.* § 7.3.3 (Definitive Planning Phase III) (113.0.0).

to the next phase while reducing the size of its interconnection request and making the appropriate milestone payment; or (3) withdraw and receive a refund of its previous milestone payment. After proceeding to the next phase, the previous milestone payment is “at-risk,” such that the interconnection customer will forfeit the milestone payments if it subsequently withdraws its interconnection request and its withdrawal harms remaining interconnection customers.⁷

7. Finally, MISO requires the interconnection customer to either demonstrate 75 percent site control or provide a \$100,000 cash deposit in lieu of demonstrating site control at the time the interconnection customer submits its application to enter the interconnection queue. If an interconnection customer provides a \$100,000 deposit in lieu of demonstrating site control, that interconnection customer must demonstrate 75 percent site control (with no cash deposit option) no later than Decision Point II, at which point MISO refunds the \$100,000 deposit.⁸ Each interconnection customer must provide MISO with reasonable evidence of continued site control within 15 business days after execution of a Generator Interconnection Agreement (GIA).

8. On December 20, 2018, in Docket No. ER19-637-000, MISO filed proposed revisions to the site control and milestone payment provisions of its GIP. MISO explained that, due to a recent increase in the number and volume of interconnection requests, further GIP reforms were necessary to: (1) strengthen site control requirements; (2) change the calculation of the M2 milestone payment; and (3) change the milestone payment refund provisions. On March 19, 2019, the Commission rejected MISO’s proposal with guidance, finding that the new calculation of the M2 milestone payment and the revised milestone payment refund provisions had not been shown to be just and reasonable.⁹

II. Filing

9. MISO states that, over the past several years, there has been a marked increase in the number and volume of projects in its generator interconnection queue; as of September 15, 2019, the queue included 590 projects totaling 91.6 gigawatts.¹⁰ MISO

⁷ *Id.* § 7.6.2 (Refunds of Definitive Planning Phase Milestones (M2, M3, M4)) (113.0.0).

⁸ *Id.* § 7.2 (Eligibility for the Definitive Planning Phase) (113.0.0).

⁹ *Midcontinent Indep. Sys. Operator, Inc.*, 166 FERC ¶ 61,187 (2019) (Guidance Order).

¹⁰ Filing, Transmittal Letter at 2.

alleges that this increase is due to speculative and non-ready projects entering the DPP as placeholders or mere contingencies. MISO asserts that two deficiencies in its GIP have enabled this situation: (1) the lack of a requirement to show a firm commitment to a project site before entering the DPP; and (2) a fully refundable M2 milestone payment that allows interconnection customers to withdraw without risk at Decision Point I.¹¹ MISO states that developers who have the capital and corporate infrastructure to support a business strategy predicated on the submission of multiple interconnection requests have proposed a substantial number of projects in recent DPP cycles, many of which will be withdrawn before the GIP requires significant site control and milestone commitments; thus, MISO contends, these developers essentially use DPP Phase I to test multiple interconnection project concepts.¹² MISO illustrates this point by stating that the top five interconnection customers contributed: (1) 47 percent of the total proposed capacity and 50 percent of the submitted interconnection requests in the DPP-2017-AUG cycle; (2) 65 percent of the total proposed capacity and 59 percent of the submitted interconnection requests in the DPP-2018-APR cycle; and (3) 49 percent of the total proposed capacity and 48 percent of the submitted interconnection requests in DPP-2019-Cycle-1.¹³

10. According to MISO, interconnection customers that proposed many of these speculative projects have not procured land to demonstrate site control and have instead opted to provide the \$100,000 cash deposit. MISO states, for example, that 62 percent of the projects in the DPP-2019-Cycle 1, 75 percent of the projects in the DPP- 2018-APR cycle, and 62 percent of the projects in the DPP-2017-AUG cycle chose the \$100,000 cash deposit option.¹⁴ MISO states that it has observed interconnection customers using the cash deposit to submit multiple interconnection requests in which project boundaries overlap with similarly- and higher-queued projects, which diminishes the certainty that such projects will be built in their designated locations and calls into question the validity of data used to conduct DPP studies for such overlapping projects.¹⁵

¹¹ *Id.* at 3.

¹² *Id.* at 3, 11, Tab A, prepared direct testimony of Vikram Godbole (Godbole Test.) at 10.

¹³ *Id.*, Godbole Test. at 10.

¹⁴ *Id.* at 15, Transmittal Letter at 11.

¹⁵ *Id.*, Godbole Test. at 17.

11. MISO contends that the overcrowding that speculative and non-ready projects create at the DPP entry point and in DPP Phase I negatively impacts the entire queue.¹⁶ MISO asserts that these projects increase queue processing times, which causes delays in the current and subsequent DPP cycles.¹⁷ Further, MISO states that the large number of speculative projects in DPP Phase I, which will later withdraw, inflate network upgrade estimates and greatly reduce the predictive value of DPP Phase I studies.¹⁸ As an example, MISO points to the DPP-2016-AUG-West preliminary system impact study, which estimated network upgrades of \$3.2 billion dollars for 31 projects. When that cycle reached Decision Point I, more than 50 percent of the projects in the cycle withdrew, reducing estimated network upgrade costs to \$330 million.¹⁹ MISO argues that these artificially-inflated network upgrade cost estimates prevent other projects from achieving a reasonable level of commercial certainty until much later in the process, and in some cases prompt otherwise viable projects to unnecessarily drop out of the queue.²⁰

12. MISO states that the Filing, the specifics of which will be discussed below, incorporates the Commission's feedback in the Guidance Order and proposes to adjust what it refers to as the weak site control requirements and ineffective M2 milestone payment refund rules in its current GIP.²¹ MISO states that the proposal was developed with stakeholder input during seven stakeholder meetings in 2019.²² MISO requests an effective date of December 4, 2019 for its proposed Tariff revisions, which MISO states will allow it to implement the changes in advance of the next application cycle for participation in the DPP.²³

¹⁶ *Id.* at 10.

¹⁷ *Id.* at 10-11.

¹⁸ *Id.* at 11.

¹⁹ *Id.* at 11-12.

²⁰ MISO asserts that it has observed the withdrawal of some viable interconnection requests at Decision Point I despite those projects already having obtained power purchase agreements or other contractual arrangements. *Id.* at 12.

²¹ *Id.*, Transmittal Letter at 3.

²² *Id.* at 7-9.

²³ *Id.* at 1.

III. Notice and Responsive Pleadings

13. Notice of MISO's Filing was published in the *Federal Register*, 84 Fed. Reg. 54,602 (2019), with interventions and protests due on or before October 25, 2019.

14. Timely motions to intervene were filed by: American Transmission Company LLC; Entergy Services, LLC, on behalf of Entergy Arkansas, LLC, Entergy Louisiana, LLC, Entergy Mississippi, LLC, Entergy New Orleans, LLC, and Entergy Texas, Inc.; Cooperative Energy; Alliant Energy Corporate Services, Inc.; MidAmerican Energy Company; Apex Clean Energy Management, LLC; Ameren Services Company; American Municipal Power, Inc.; Consumers Energy Company; Wisconsin Electric Power Company; Wisconsin Public Service Corporation; and Upper Michigan Energy Resources Corporation.

15. Timely motions to intervene and comments were filed by: NextEra Energy Resources, LLC (NextEra); the American Wind Energy Association, Clean Grid Alliance, and the Solar Council (collectively, Clean Energy Entities); the MISO Transmission Owners;²⁴ EDF Renewables, Inc. (EDF); and Xcel Energy Services Inc. (Xcel), on behalf of its utility operating company affiliates Northern States Power Company, a Minnesota corporation, and Northern States Power Company, a Wisconsin corporation. The Organization of MISO States (OMS) and the Michigan Public Service

²⁴ The MISO Transmission Owners for this filing consist of: Ameren Services Company, as agent for Union Electric Company, Ameren Illinois Company, and Ameren Transmission Company of Illinois; Big Rivers Electric Corporation; Central Minnesota Municipal Power Agency; City Water, Light & Power (Springfield, IL); Cleco Power LLC; Cooperative Energy; Dairyland Power Cooperative; Duke Energy Business Services, LLC for Duke Energy Indiana, LLC; East Texas Electric Cooperative; Entergy Arkansas, LLC; Entergy Louisiana, LLC; Entergy Mississippi, LLC; Entergy New Orleans, LLC; Entergy Texas, Inc.; Great River Energy; Hoosier Energy Rural Electric Cooperative, Inc.; Indiana Municipal Power Agency; Indianapolis Power & Light Company; International Transmission Company; ITC Midwest LLC; Lafayette Utilities System; Michigan Electric Transmission Company, LLC; MidAmerican Energy Company; Minnesota Power (and its subsidiary Superior Water, L&P); Montana-Dakota Utilities Co.; Northern Indiana Public Service Company LLC; Northern States Power Company, a Minnesota corporation, and Northern States Power Company, a Wisconsin corporation, subsidiaries of Xcel Energy Inc.; Northwestern Wisconsin Electric Company; Otter Tail Power Company; Prairie Power Inc.; Southern Illinois Power Cooperative; Southern Indiana Gas & Electric Company; Southern Minnesota Municipal Power Agency; Wabash Valley Power Association, Inc.; and Wolverine Power Supply Cooperative, Inc.

Commission (the Michigan Commission) filed timely notices of intervention and comments. RPM Access filed comments.

16. Timely motions to intervene and protests were filed by: the Solar Energy Industries Association (SEIA); Renewable Energy Systems Americas Inc., RWE Renewables Americas, LLC, and Savion Energy, Inc. (collectively, Renewable Generation Developers); and Invenergy Solar Development North America LLC, Invenergy Wind Development North America LLC, and Invenergy Storage Development LLC (collectively, Invenergy).

17. On November 13, 2019, MISO filed an answer to the comments and protests.

Comments in Support²⁵

18. The Michigan Commission asserts that MISO's proposal will address an urgent need in MISO for a more efficient GIP.²⁶ The Michigan Commission explains that the issues noted by MISO in the Filing are making it increasingly difficult for the Michigan Commission to maintain system reliability and ensure that adequate supplies of electricity are available in Michigan to meet peak demand. The Michigan Commission states that the limited ability to import capacity into Michigan, declining reserve margins, and accelerating retirements of traditional baseload power plants makes Michigan particularly sensitive to the efficiency of the MISO GIP.²⁷ The Michigan Commission asserts that the proposed reforms will assist the Michigan Commission and Michigan's utilities in ensuring that adequate electricity supplies are available to customers as the electric generation mix evolves.²⁸

19. MISO Transmission Owners assert that the proposed revisions will strengthen MISO's site control requirements and modify the existing milestone refund provisions to make MISO's GIP process more efficient, reduce the amount of speculative and non-ready interconnection projects in MISO's queue, and provide greater certainty in network upgrade cost estimates.²⁹ MISO Transmission Owners state that the proposed milestone

²⁵ The protests and answer are addressed in section IV.B below on the specifics of MISO's Filing.

²⁶ The Michigan Commission Comments at 5.

²⁷ *Id.* at 6.

²⁸ *Id.* at 9.

²⁹ MISO Transmission Owners Comments at 2.

refund provisions will remove incentives for interconnection customers to “test the waters” in DPP Phase I and will reduce risk in the DPP process by discouraging non-viable projects from lingering in the queue or entering the queue in the first place.³⁰ MISO Transmission Owners also contend that MISO’s proposed transition plan to implement these reforms is transparent and provides appropriate protections to interconnection requests already in the MISO queue.³¹

20. OMS states that as older, less economic generation continues to retire within the MISO footprint, it is imperative that new generation come online in an effective and timely manner.³² OMS argues that MISO’s proposal will help eliminate non-ready projects from the generator interconnection queue and improve certainty for the remaining projects while addressing the Commission’s concerns in the Guidance Order. OMS also believes that the stakeholder process that assisted in the formulation of this proposal was adequate.³³

21. NextEra generally supports MISO’s proposal, provided that MISO commits to ensuring that it has sufficient resources to process its generator interconnection queue in a timely manner.³⁴ NextEra states that MISO consulted extensively with stakeholders and made various revisions to those elements that stakeholders found unworkable or undesirable. NextEra also asserts that the instant proposal should help MISO reduce the size of its queue and process it more quickly.³⁵

22. Xcel asserts that the proposed revisions will make MISO’s GIP more efficient, help prevent speculative, non-ready projects from entering the queue, reduce the time interconnection requests spend in the DPP, and provide greater certainty in estimates of potential upgrade costs to interconnection customers.³⁶ Xcel contends that the significant number of speculative and non-viable projects entering the queue creates unnecessary study delays and drives up the costs for viable projects as they proceed through the

³⁰ *Id.* at 11.

³¹ *Id.* at 12.

³² OMS Comments at 4.

³³ *Id.* at 5.

³⁴ NextEra Comments at 2.

³⁵ *Id.* at 3.

³⁶ Xcel Comments at 1-2.

DPP.³⁷ Xcel provides an example of a MISO interconnection study group whose assigned network upgrade costs dramatically decreased between Phase I and Phase II of the DPP after a significant number of projects withdrew after the completion of Phase I.³⁸ Xcel asserts that had the non-viable projects not been in the queue, Phase I likely could have been completed more quickly. Xcel also argues that, while prior MISO queue reforms were successful in getting projects to withdraw from the interconnection queue earlier in the process, the reforms to date have not been successful in preventing non-viable or speculative projects from entering the interconnection queue.³⁹ Xcel adds that, unless the proposed revisions are implemented, it is likely that non-viable projects will continue to enter the interconnection queue and negatively affect the timing and cost of viable projects.

IV. Discussion

A. Procedural Matters

23. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2019), the notices of intervention and timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.⁴⁰

24. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2019), prohibits an answer to a protest unless otherwise ordered by the decisional authority. We accept MISO's answer because it has provided information that assisted us in our decision-making process.

B. Substantive Matters

25. As discussed below, we accept MISO's Filing, effective December 4, 2019, as requested.

³⁷ *Id.* at 7.

³⁸ *Id.* at 8.

³⁹ *Id.* at 9.

⁴⁰ RPM Access filed comments but did not file a motion to intervene and, therefore, is not a party to this proceeding. 18 C.F.R. §§ 385.102(c)(3), 385.214(a)(3) (2019).

1. Site Control

a. Filing

26. MISO proposes to revise its site control requirements to require interconnection customers to commit to site control early in the DPP process. First, MISO proposes revisions to the definition of site control in order to clarify that the interconnection customer must have a documented right for one or more parcels of land for development of its proposed generating facility, the interconnection customer's interconnection facilities,⁴¹ the transmission owner's interconnection facilities,⁴² and any network upgrades⁴³ at the point of interconnection.⁴⁴ The revised definition specifies that the term "documented right" of site control means one of the following: (1) ownership of a site; (2) a leasehold interest in a site; (3) an option to purchase or acquire a leasehold interest in a site; or (4) any other contractual or legal right to possess or occupy a site.

⁴¹ The interconnection customer's interconnection facilities include all facilities and equipment that are located between the generating facility and the point of change of ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the generating facility to the transmission system or distribution system, as applicable. Interconnection customer's interconnection facilities are sole use facilities. MISO Tariff, Attachment X, § 1.S (113.0.0).

⁴² The transmission owner's interconnection facilities are all facilities and equipment owned by the transmission owner from the point of change of ownership to the point of interconnection, including any modifications, additions, or upgrades to such facilities and equipment. Transmission owner's interconnection facilities are sole use facilities and shall not include distribution upgrades, generator upgrades, stand alone network upgrades, or network upgrades. *Id.* § 1.T (113.0.0).

⁴³ Network upgrades are additions, modifications, and upgrades to the transmission system required at or beyond the point at which the interconnection facilities connect to the transmission system or distribution system, as applicable, to accommodate the interconnection of the generating facility(ies) to the transmission system. *Id.* § 1.N (113.0.0).

⁴⁴ Filing, Transmittal Letter at 13, Godbole Test. at 16.

27. Second, MISO proposes to change the requirements for demonstration of site control as an interconnection customer proceeds through the DPP. The following table summarizes the differences between the current and proposed requirements:⁴⁵

Current Requirements	MISO Proposal
<p>At application (no later than 45 days prior to DPP):</p> <ul style="list-style-type: none"> • Demonstrate 75 percent site control for the proposed facility or provide a \$100,000 cash deposit in-lieu-of demonstrating site control 	<p>At least 90 days prior to DPP:</p> <ul style="list-style-type: none"> • Demonstrate 100 percent site control for the proposed generating facility (acres/MW) • Alternatively, provide \$10,000/MW cash deposit in-lieu-of demonstrating site control available only where regulatory limitations prohibit the procurement of site control, subject to a floor of \$500,000 and a ceiling of \$2,000,000⁴⁶
<p>At Decision Point II:</p> <ul style="list-style-type: none"> • Re-demonstrate 75 percent site control for the proposed facility unless the interconnection customer has selected the \$100,000 cash deposit option 	<p>At Decision Point II:</p> <ul style="list-style-type: none"> • Re-demonstrate 100 percent site control for the proposed generating facility (acres/MW)
<p>At GIA execution:</p> <ul style="list-style-type: none"> • Re-demonstrate 75 percent site control for the proposed facility or provide a \$250,000 cash deposit in-lieu-of demonstrating site control for certain grandfathered projects 	<p>At GIA execution:</p> <ul style="list-style-type: none"> • Re-demonstrate 100 percent site control for the proposed generating facility • Demonstrate 50 percent site control for interconnection customer's interconnection facilities, transmission owner's

⁴⁵ *Id.*, Transmittal Letter at 13-14, Godbole Test. at 20.

⁴⁶ MISO proposes that, if the interconnection customer submits a cash deposit in lieu of demonstrating site control, the interconnection customer must provide proof of site control as soon as the interconnection customer can satisfy the regulatory requirements. *See id.*, proposed MISO Tariff, Attachment X, § 7.2.1.2 (Cash in Lieu of Site Control) (114.0.0).

	interconnection facilities, and network upgrades
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MISO proposes to move the initial site control demonstration to at least 90 days prior to the commencement of DPP Phase I. MISO states that this change is reasonable because it recognizes that there may be a substantial time gap between the application deadline and the actual commencement of a DPP cycle.⁴⁷ MISO explains that the proposed modification aims to ensure that interconnection customers are not required to demonstrate site control much earlier than the actual start of interconnection studies, thereby reducing the burden on interconnection customers. MISO asserts that it is reasonable to require an interconnection customer to demonstrate continued site control at Decision Point II and at the GIA execution stage because MISO must be able to confirm that the site control information previously provided remains valid, which ensures the viability of all projects in the queue.

28. In order to align the new site control requirements with the interconnection request application process, MISO also proposes to change the deadline for interconnection requests, study deposits, the M2 milestone payment, and other application data from 45 calendar days prior to the start of the next DPP cycle to 90 days prior to the scheduled start of the next DPP cycle, as published on the MISO public website.⁴⁸

29. MISO explains that it proposes different site control requirements for the interconnection customer's interconnection facilities, the transmission owner's interconnection facilities, and network upgrades at the point of interconnection because those facilities often are subject to additional state siting and permitting requirements that do not apply to generating facilities; thus, MISO acknowledges, early demonstration of 100 percent site control for such facilities is impractical.⁴⁹ Accordingly, MISO proposes including a 50 percent site control requirement for these facilities to be demonstrated prior to conclusion of the interconnection customer's GIA negotiation and execution period. MISO states that the 50 percent site control requirement refers to land acreage sufficient to accommodate the interconnection customer's interconnection facilities or the transmission owner's interconnection facilities (if applicable) for 50 percent of the length of the facility.⁵⁰ For a network upgrade at the point of interconnection (i.e., an

⁴⁷ *Id.*, Transmittal Letter at 15, Godbole Test. at 24.

⁴⁸ *Id.*, Transmittal Letter at 20.

⁴⁹ *Id.* at 23.

⁵⁰ *Id.* at 23-24.

interconnection substation), MISO states that the requirement refers to 50 percent of land acreage that is sufficient to accommodate the new substation at the point of interconnection. MISO asserts that it is reasonable to require the interconnection customer to demonstrate 50 percent site control for these facilities at the GIA execution stage because it appropriately balances the need for flexibility on behalf of the interconnection customer and transmission owner with the need for certainty that is required at the last stage of the DPP process to ensure readiness.⁵¹

30. MISO proposes that interconnection customers demonstrate site control for generating facilities based on specific acreage requirements (i.e., acres/MW of generating capacity) for each type of generation resource (e.g., natural gas, solar, wind), with such requirements established in MISO's generator interconnection business practice manual, referred to as BPM-015.⁵² MISO asserts that this approach is reasonable because different types of generation resources require different amounts of land for their development and because acres/MW criteria are transparent, objective, and easy to administer.⁵³ MISO states that these criteria, which include calculations, are too technical to be included in the Tariff and may require updates from time to time.⁵⁴ MISO notes that BPM-015 is publicly posted and is subject to an open review and comment process. MISO states that resource-based criteria are consistent with the site control requirements adopted in some other regional transmission organizations (RTOs).⁵⁵ MISO notes that the Guidance Order acknowledged that their inclusion in a business practice manual, rather than the Tariff, is reasonable.⁵⁶ MISO explains that its proposed Tariff revisions permit interconnection customers to demonstrate site control using fewer acres/MW than is required for a specific generating facility based on submitted documentation, described below.⁵⁷

⁵¹ *Id.* at 25.

⁵² *Id.* at 14.

⁵³ *Id.*, Godbole Test. at 21.

⁵⁴ *Id.* at 22.

⁵⁵ *Id.*, Transmittal Letter at 15 (citing, e.g., Southwest Power Pool, Inc., *Attestation for Demonstration of Site Control*, <http://opsportal.spp.org/documents/studies/AttestationStatementForSiteControl.pdf>).

⁵⁶ *Id.* (referencing Guidance Order, 166 FERC ¶ 61,187 at P 41).

⁵⁷ *Id.*, Godbole Test at 22; *see infra* P 32.

31. MISO notes that its previous site control proposal rejected by the Commission in the Guidance Order required the interconnection customer to have a documented right to “exclusive use” of the site for a generating facility; however, the Commission in the Guidance Order expressed concern with the exclusivity requirement.⁵⁸ Specifically, the Commission stated that, in any future site control filing, MISO should: (1) indicate whether it would apply the exclusive use requirement to generating facilities that operate with multiple primary fuel sources; and (2) explain how an exclusive use requirement would apply to generating facilities that operate with multiple primary fuel sources where one interconnection customer submits multiple interconnection requests for a single site.⁵⁹ MISO first notes that it recently revised its process to allow a single interconnection request to accommodate a project with more than one primary fuel source, which should address the Commission’s concern about the requirement to submit multiple interconnection requests for projects with multiple fuel sources.⁶⁰ Further, MISO states that it has responded to the Commission’s guidance by proposing two options for the interconnection customer to meet the site control requirement: (1) the interconnection customer must demonstrate an exclusive right to develop the site and show that the site meets the acreage requirements; or (2) the interconnection customer must demonstrate a right to develop the site that is either not exclusive to the specific project or that does not meet the acreage requirements, but is nonetheless sufficient to accommodate the final design of the facility and account for any other projects that will utilize all or part of the same site.⁶¹ MISO explains that it also proposes non-exclusive site control documentation requirements in order to discourage speculative and non-ready projects from entering the queue in a way that does not preclude site sharing arrangements that may save the interconnection customer money and provide development efficiencies.⁶²

32. MISO states that the proposed Tariff revisions describe the information and documents that must be provided to demonstrate site control both for generating facilities, the interconnection customer’s interconnection facilities, the transmission

⁵⁸ Filing, Transmittal Letter at 16, Godbole Test. at 16.

⁵⁹ *Id.*, Transmittal Letter at 16, Godbole Test. at 16-17 (both referencing Guidance Order, 166 FERC ¶ 61,187 at PP 43-44).

⁶⁰ *Id.*, Transmittal Letter at 16, Godbole Test. at 17 (both referencing *Midcontinent Indep. System Operator, Inc.*, Docket No. ER19-1103-000 (Apr. 23, 2019) (delegated order)).

⁶¹ *Id.*, Transmittal Letter at 22, Godbole Test. at 18.

⁶² *Id.*, Transmittal Letter at 16, Godbole Test. at 18-19.

owner's interconnection facilities, and network upgrades.⁶³ For site control exclusive to the proposed generating facility that meets the BPM-015 resource-specific acreage requirements, MISO proposes that an interconnection customer must submit a site plan map, data files, and documentation that shows: (1) sufficient land to meet the BPM-015 acreage requirements; (2) the boundary for the proposed project; and (3) the proposed location of the collector substation, the point of interconnection, and the interconnection facilities based on the point of interconnection. For site control not exclusive to the proposed generating facility or that includes less land than the BPM-015 resource-specific acreage requirement, MISO proposes that an interconnection customer must submit additional documentation that shows: (1) the location and approximate land utilization requirements of proposed electrical devices (i.e., turbine, solar panel, battery storage, inverter); (2) local spacing and setback requirements; and (3) the proposed location of the feeder routes to the collector substation.⁶⁴ If the interconnection customer seeks to share a site with other projects, MISO proposes that the interconnection customer must also provide documentation demonstrating that the project referenced in the interconnection request is concurrently feasible with the development of any other projects that will share site control. In order to demonstrate site control for the interconnection customer's interconnection facilities, the transmission owner's interconnection facilities, and network upgrades at the point of interconnection, MISO proposes that the interconnection customer must submit a site plan map that shows land that is sufficient to accommodate the facilities and/or network upgrades and, to the extent that the interconnection customer intends to locate its interconnection facilities in a public right of way, proof that all requisite state and local permits have been submitted.⁶⁵

33. MISO proposes that a \$10,000/MW cash deposit in lieu of demonstrating site control (to be no less than \$500,000 and no more than \$2,000,000) will now be available only where regulatory restrictions are delaying the procurement of site control.⁶⁶ In order to demonstrate the existence of such restrictions, MISO proposes that the interconnection customer submit: (1) a signed affidavit from an officer of the company indicating that site control is unobtainable due to regulatory requirements; and (2) documentation sufficiently describing and explaining the source and effects of such regulatory

⁶³ *Id.*, Godbole Test. at 26.

⁶⁴ *Id.* at 27.

⁶⁵ *Id.*, proposed MISO Tariff, Attachment X, § 7.2.2.2 (Content Requirements – Demonstrating Site Control for Applicable Interconnection Facilities and Network Upgrades) (114.0.0).

⁶⁶ *Id.*, Godbole Test. at 22-23.

restrictions, including a description of any conditions that must be met in order to satisfy the regulatory restrictions and the anticipated time by which the interconnection customer expects to satisfy the regulatory restrictions. MISO states that it will refund this deposit once the interconnection customer demonstrates site control or when the project withdraws.

34. MISO proposes that it will evaluate the site control documentation and, if MISO determines that the interconnection customer does not demonstrate sufficient site control prior to DPP Phase I, MISO shall provide a written explanation to the interconnection customer no later than 30 days prior to the commencement of the DPP.⁶⁷ MISO states that any deficiencies will be processed in accordance with Section 3.6 of the GIP, whereby the interconnection customer has 15 business days to cure the deficiency or notify MISO of its intent to pursue dispute resolution. MISO further proposes that, if the interconnection customer fails to submit all required information by the applicable deadline at any point in the DPP, its interconnection request will be deemed withdrawn as of the date of the passed deadline.⁶⁸ If the required information was timely submitted, but failed to meet GIP requirements, MISO states that the interconnection request will be subject to Section 3.6 of the GIP.

35. Finally, MISO proposes some changes to increase certain deadlines applicable to interconnection request acknowledgement and deficiency notification deadlines, which it states are necessary to provide MISO with sufficient time to process and administer the volume of interconnection requests that are submitted prior to the start of the DPP.⁶⁹ Specifically, MISO proposes to: (1) allow for 10 business days (as opposed to the current five business days) for MISO to tender a copy of the countersigned interconnection study agreement after accepting an interconnection request as valid;⁷⁰ and (2) if an interconnection request fails to meet the requirements, allow MISO to notify an interconnection customer within 15 business days (as opposed to the current five business days) of receipt of the initial interconnection request of the reasons for such failure.⁷¹

⁶⁷ *Id.*, proposed MISO Tariff, Attachment X, § 7.2.1.3 (Transmission Provider Review of Site Control Sufficiency) (114.0.0).

⁶⁸ *Id.*, Godbole Test. at 21.

⁶⁹ *Id.*, Transmittal Letter at 21.

⁷⁰ *Id.*, proposed MISO Tariff, Attachment X, § 3.3.2 (Acknowledgement of Interconnection Request) (114.0.0).

⁷¹ *Id.* § 3.3.3 (Deficiencies in Interconnection Request) (114.0.0).

36. MISO states that these new site control requirements will require interconnection customers to make reasonable commitments earlier in the interconnection process and will increase certainty about the viability of projects both entering into and participating in the queue.⁷² MISO asserts that the proposed site control changes will benefit all GIP participants by increasing transparency, reducing the number of non-ready projects in the queue, and improving MISO's network upgrade cost estimates in DPP Phases I and II.

b. Protests

37. Although Renewable Generation Developers support MISO's proposal to require a demonstration of site control before entering the queue, they argue that MISO's proposal should be adjusted in two ways.⁷³ First, they argue that MISO should require applicants to demonstrate site control for the proposed generating facility when they submit their DPP application (i.e., at the time they submit their interconnection request). Renewable Generation Developers explain that the applications to the DPP provide interconnection customers with a first look at other projects and allow them to assess the potential initial system impact study results and network upgrade costs. Renewable Generation Developers state that, due to the current one to two-year delay in commencing DPP Phase I, there will be a time lag between when interconnection customers must submit interconnection requests and MISO's proposed deadline for demonstrating site control. They assert that MISO's proposal to not require an applicant to demonstrate site control at the time of application limits their ability to assess the queue because interconnection customers may submit applications and years later withdraw from the queue without risk before the DPP starts.⁷⁴ Renewable Generation Developers argue that MISO should change its deadline for a demonstration of site control to be the earlier of DPP commencement or 90 days after the submission of an interconnection request.⁷⁵

38. Renewable Generation Developers state that, if the Commission does not adopt its suggestion above, the Commission must require MISO to remove or clarify the "at least" language in the proposal to require a demonstration of site control at least 90 days before DPP commencement.⁷⁶ Renewable Generation Developers argue that the "at least" language might allow MISO to unilaterally decide to require site control earlier than

⁷² *Id.*, Transmittal Letter at 16.

⁷³ Renewable Generation Developers Comments at 3.

⁷⁴ *Id.* at 4.

⁷⁵ *Id.* at 5.

⁷⁶ *Id.* at 6.

90 days before DPP Phase I commences.⁷⁷ Renewable Generation Developers request that the Commission require MISO to amend its proposal to state: “Once Transmission Provider announces the Site Control demonstration deadline, it will not shorten that submission deadline.”

39. Renewable Generation Developers also contest MISO’s proposal to notify an interconnection customer within 30 days of the commencement of the DPP if there are deficiencies in the customer’s demonstration of site control.⁷⁸ They assert that MISO should provide 60 days’ notice. Renewable Generation Developers also state that, if MISO fails to notify the customer of a deficiency by the stated time period, the site control demonstration submitted by the interconnection customer should be deemed accepted. Finally, Renewable Generation Developers request that the Commission preclude MISO from finding that a demonstration of site control is deficient at Decision Point II if the submission is the same as that submitted prior to entering DPP Phase I and MISO did not issue a timely deficiency notice.⁷⁹

40. Invenergy argues that MISO’s schedule could unexpectedly change such that the DPP commences earlier than previously scheduled, which would cause interconnection customers hardship in securing site control on time.⁸⁰ Invenergy states that MISO should be required to clarify that proof of site control will not be required until the later of 90 days prior to scheduled DPP commencement or 90 days prior to actual DPP commencement.⁸¹ Invenergy also protests MISO’s proposal to extend its own schedule for processing interconnection requests by doubling its own timeline for tendering a countersigned interconnection study agreement after accepting an interconnection request, and more than doubling its timeline for identifying any deficiencies in the interconnection request.⁸² Invenergy asserts that this would leave customers with less time to remedy any potential deficiencies before the DPP begins.

⁷⁷ *Id.* at 7.

⁷⁸ *Id.* at 8.

⁷⁹ *Id.* at 9.

⁸⁰ Invenergy Protest at 4.

⁸¹ *Id.* at 4-5.

⁸² *Id.* at 14.

c. Answer

41. MISO disagrees with Renewable Generation Developers' suggestion that the initial demonstration of site control for a generating facility should occur the earlier of DPP commencement or 90 days after application submission.⁸³ MISO acknowledges that there may be a substantial time gap between the application due date and the commencement of the DPP, and MISO explains that its stakeholders expressed concern that a site control requirement imposed much earlier than the actual start of DPP studies would be burdensome.⁸⁴ MISO states that the intention behind its proposal is to avoid this burden by ensuring that interconnection customers are not required to demonstrate site control much earlier than the actual start of interconnection studies. MISO states that, when the time gap between the application due date and the commencement of the DPP is closed or substantially reduced, proposals for further queue improvement, including Renewable Generation Developers' proposal, could be considered. MISO argues that requiring interconnection customers to demonstrate site control many months prior to the DPP commencement date, in order to facilitate a small group of interconnection customers' pre-DPP assessments, would be unduly punitive and unfair to other interconnection customers.⁸⁵

42. MISO contends that Renewable Generation Developers fail to demonstrate any clear defects in its proposal to notify interconnection customers within 30 days of the commencement of the DPP if there are deficiencies in the customer's demonstration of site control.⁸⁶ MISO asserts that there is no basis for the Commission to adopt Renewable Generation Developers' alternative 60-day notice proposal.

43. MISO argues that its proposed requirement for initial site control demonstration already addresses concerns raised by Renewable Generation Developers and Invenenergy that the actual DPP commencement date or site control deadline could be moved to an earlier date than scheduled.⁸⁷ MISO notes that, to assist interconnection customers, it has provided DPP schedule updates since the implementation of the current queue design in January 2017.⁸⁸ MISO declares that in no event would it establish a scheduled DPP

⁸³ MISO Answer at 6.

⁸⁴ *Id.* at 7.

⁸⁵ *Id.* at 8.

⁸⁶ *Id.* at 8-9.

⁸⁷ *Id.* at 9.

⁸⁸ *Id.* at 10.

commencement date and then subsequently advance the scheduled date without ensuring that it provides a reasonable amount of time for interconnection customers to satisfy the site control requirement at least 90 days prior to DPP commencement.

d. Commission Determination

44. We find that MISO has shown that its proposal to require a demonstration of 100 percent site control 90 days before DPP commencement, and to eliminate the \$100,000 cash deposit in lieu of demonstrating site control option, is a just, reasonable, and not unduly discriminatory or preferential approach to managing the site control requirements of MISO's interconnection queue study process.

45. We reiterate the statement in the Guidance Order that, as a general matter, more stringent site control requirements, as proposed by MISO, may help to reduce the number of speculative, duplicative, and non-ready projects entering DPP Phase I.⁸⁹ MISO indicates that a significant number of projects in recent DPP cycles have submitted cash in lieu of demonstrating site control at application, including a high number of projects that are likely to withdraw at an early stage.⁹⁰ Under MISO's proposed requirement, interconnection customers (with some exceptions) will be required to demonstrate control of the land necessary to build their projects before entering the DPP. We agree with MISO that more stringent site control requirements will discourage or prevent interconnection customers from submitting speculative projects into the DPP queue; in particular, developers with a large amount of capital will no longer be able to submit a large number of duplicative or non-ready interconnection requests, some of which contain overlapping boundaries, in order to "test the waters."⁹¹ We also find that MISO has provided reasonable consideration for the needs of interconnection customers that are unable to obtain site control at the commencement of the DPP due to regulatory restrictions outside of their control, and has appropriately allowed an exception from the 100 percent site control requirement for these customers.

46. Although the requirement to demonstrate 100 percent site control before commencement of the DPP will add to the burden of prospective interconnection customers, we find that decreasing the amount of speculative interconnection requests entering the DPP will also provide benefits, such as: (1) improving MISO's ability to timely process viable interconnection requests in DPP Phase I; and (2) bringing greater accuracy to the network upgrade cost estimates stemming from the DPP Phase I system impact study, which will likely reduce the number of otherwise viable projects that may

⁸⁹ Guidance Order, 166 FERC ¶ 61,187 at P 41.

⁹⁰ See *supra* P 10 (citing Filing, Transmittal Letter at 11, Godbole Test. at 15).

⁹¹ See *supra* P 9 (citing Filing, Godbole Test. at 10).

choose to withdraw from the queue due to cost concerns. The more accurate cost estimates in DPP Phase I will also benefit customers in DPP Phase II. Specifically, the M3 milestone payment is based on a percentage of the network upgrade cost estimate resulting from DPP Phase I studies; therefore, if the DPP Phase I cost estimate is more accurate, the M3 milestone payment will also be more accurate.

47. We find that MISO has shown that it is just, reasonable, and not unduly discriminatory or preferential to propose less stringent site control requirements for the interconnection customer's interconnection facilities, the transmission owner's interconnection facilities, and network upgrades at the point of interconnection, as these facilities often are subject to additional state siting and permitting requirements that do not apply to generating facilities; thus, early demonstration of 100 percent site control for such facilities is impractical. We agree with MISO that requiring the interconnection customer to demonstrate 50 percent site control of the interconnection customer's interconnection facilities, the transmission owner's interconnection facilities, and network upgrades at the close of the GIA negotiation and execution window is appropriate because it balances the interconnection customer's need for flexibility with MISO's need to ensure that the project is ready.

48. We further find that MISO has demonstrated its proposal to be just, reasonable, and not unduly discriminatory or preferential because it provides: (1) adequate descriptions of the information that will be required from customers to meet the new site control requirements; and (2) a transparent explanation of how MISO will evaluate this information. We note that the proposed Tariff language describes the information and documents that must be provided to demonstrate site control for generating facilities, the interconnection customer's interconnection facilities, the transmission owner's interconnection facilities, and network upgrades. Additionally, MISO's proposal gives interconnection customers flexibility to demonstrate either: (1) an exclusive right to develop the site and show that the site meets the acreage requirements in BPM-015; or (2) a right to develop that site that is either not exclusive to the specific project or that does not meet the acreage requirements, but is nonetheless sufficient to accommodate the final design of the facility and account for any other projects that will utilize all or part of the same site. MISO has shown that placing resource-specific acreage requirements in BPM-015 is just and reasonable, as these requirements include technical calculations that may require updates from time to time, and this practice is consistent with the treatment of site control requirements adopted in some other RTOs.⁹² Further, MISO's proposed Tariff language explains what type of analysis it considers from a third-party consultant when considering an interconnection customer's request for a demonstration of site control that differs from the land use requirements in BPM-015 (i.e., fewer acres/MW). MISO's proposed Tariff language also explains the type of documentation the

⁹² See, e.g., *Southwest Power Pool, Inc.*, 128 FERC ¶ 61,114, at P 48 (2009).

interconnection customer must submit if the interconnection customer proposes to share a site with another project. We find that MISO's proposed Tariff language appropriately describes how it will conduct site control evaluations in a not unduly discriminatory manner.

49. We reject Renewable Generation Developers' request to change the proposed timeframe for notifying an interconnection customer if there are deficiencies in the customer's demonstration of site control from within 30 days of the commencement of the DPP to 60 days. Renewable Generation Developers have not shown that a 30-day notice period is unjust and unreasonable. We also reject Renewable Generation Developers' request that the Commission preclude MISO from finding that a demonstration of site control is deficient at Decision Point II if the submission is the same as that submitted prior to entering DPP Phase I and MISO did not issue a timely deficiency notice. Although we do not expect that MISO would allow an interconnection customer's interconnection request to proceed to Decision Point II even though the customer's site control demonstration is deficient based on the site control metrics, we note that the Tariff provides interconnection customers with some time to cure any deficiencies identified in later phases of the queue. Under Section 3.6 of the GIP, if an interconnection customer submits a timely site control demonstration that MISO deems insufficient at Decision Points II or III or at the GIA execution phase, the interconnection customer will have 15 days to cure the deficiency or notify MISO of its intent to pursue dispute resolution.

50. We reject protesters' requests to change the due date for the demonstration of site control. We agree with MISO that it is just and reasonable to allow site control demonstrations at least 90 days before the commencement of the DPP, which will spare interconnection customers from having to maintain costly site control arrangements for a potentially multi-year lag time between the application due date and the actual commencement of DPP Phase I.

51. We are not persuaded by the arguments made by Renewable Generation Developers and Invenergy regarding unexpected changes to the site control demonstration deadline. Neither Renewable Generation Developers nor Invenergy has pointed to any instances in which: (1) MISO's DPP schedule has unexpectedly changed such that the actual start date is earlier than previously scheduled; or (2) MISO has unilaterally required a demonstration of site control before the deadline established in the Tariff. In addition, MISO states in its answer that it would not establish a scheduled DPP commencement date and then subsequently advance the scheduled date without ensuring that a reasonable amount of time is provided for interconnection customers to satisfy the site control requirement at least 90 days prior to the actual start of the DPP.

52. We accept MISO's proposal to adjust the timelines in its Tariff to: (1) allow for 10 business days (as opposed to the current five business days) for MISO to tender a copy

of the countersigned interconnection study agreement after accepting an interconnection request as valid; and (2) allow MISO to notify an interconnection customer within 15 business days if the information submitted with its interconnection request is deficient. We reject Invenergy's objection to the proposed extension of the timeframe MISO has to evaluate the validity of interconnection requests, which Invenergy argues leaves interconnection customers less time to respond to identified deficiencies. We find that MISO's proposal is just and reasonable, given the large number of interconnection requests that MISO must process, and that interconnection customers should continue to have adequate time to respond to any identified deficiencies.

2. M2 Milestone Payment

a. Filing

53. MISO states that it currently requires interconnection customers to provide a \$4,000/MW M2 milestone payment to enter the DPP.⁹³ MISO also states that the current process allows interconnection customers to receive a 100 percent refund of the M2 milestone if they withdraw before or during Decision Point 1. MISO argues that interconnection customers can submit many speculative or non-ready projects because participation in DPP Phase I does not require interconnection customers to take on any meaningful risk.⁹⁴ MISO argues that penalty-free withdrawals artificially inflate the M3 milestone of other projects in the queue. MISO further contends that, when an interconnection customer withdraws and receives a full refund of its M2 milestone payment, there are no forfeited milestone funds available to offset the harm caused by the withdrawing customer.⁹⁵

54. MISO proposes to permit a full refund of the M2 milestone only if the interconnection request is withdrawn before the start of DPP Phase I.⁹⁶ If the interconnection request is withdrawn between the start of DPP Phase I and the end of Decision Point I, only 50 percent of the M2 milestone will be refunded while the remaining 50 percent of the M2 milestone will be at-risk, to be used if the withdrawal increases the cost for another interconnection customer in the queue.⁹⁷ If the milestone

⁹³ Filing, Transmittal Letter at 5.

⁹⁴ *Id.* at 17.

⁹⁵ *Id.*, Godbole Test. at 30.

⁹⁶ *Id.* at 29, Transmittal Letter at 16.

⁹⁷ *Id.*, Transmittal Letter at 16, Godbole Test. at 29-30.

payments associated with the withdrawn interconnection request exceed the financial harm caused, the outstanding milestone payments will be returned to the withdrawn interconnection customer.⁹⁸

55. MISO also proposes revising the current harm test that determines if a withdrawal impacts another interconnection customer, which results in a forfeit of some or all of the at-risk portion of a milestone payment.⁹⁹ MISO explains that the revisions are needed because the current harm test does not clearly indicate whether MISO will include a comparison of costs between DPP Phase III and DPP Phase II, as well as a comparison of any restudy that occurs after DPP Phase II and DPP Phase III.¹⁰⁰ MISO argues that adjustment is needed because interconnection customers could be impacted by withdrawals later in the queue cycle and see their costs go up between Phases II and III or during Phase III and any subsequent restudy. Thus, MISO proposes to revise its GIP to clarify that the financial impact of withdrawn projects is calculated using a two-step process at the end of DPP Phase III.¹⁰¹

56. First, MISO states that it will determine the cost of upgrades that are shifted from withdrawn projects to remaining projects in the same cycle that were co-participants in common use upgrades or shared network upgrades.¹⁰² MISO explains that it will accomplish this by comparing the costs of each common use upgrade and shared network upgrade between each of the following: (1) DPP Phase I to DPP Phase III; (2) DPP Phase II to DPP Phase III; and (3) DPP Phase III to any subsequent restudy that was performed before the execution of the last GIA in the study group.¹⁰³ If the cost responsibility for a common use upgrade or shared network upgrade is shared by more than one remaining project, and their cost responsibilities increase as a result of the project withdrawal(s) in the same cycle, MISO states that the withdrawn projects' milestones will be applied on a *pro rata* basis in proportion to the cost increase that is

⁹⁸ *Id.*, Godbole Test. at 30.

⁹⁹ *Id.* at 36, Transmittal Letter at 18.

¹⁰⁰ *Id.*, Godbole Test. at 37.

¹⁰¹ *Id.* at 36, Transmittal Letter at 18.

¹⁰² *Id.*

¹⁰³ *Id.*, proposed MISO Tariff, Attachment X, § 7.8 (Use of Definitive Planning Phase Entry Milestone Payments (M2, M3, and M4) of Withdrawn Projects) (114.0.0).

borne by each of the remaining projects responsible for the common use upgrade or shared network upgrade.

57. Second, MISO states that it will calculate the financial impact of withdrawing projects on each remaining project in the same cycle that is not a co-participant in common use upgrades or shared network upgrades. MISO states that it will accomplish this by comparing the costs of each network upgrade between each of the following: (1) DPP Phase I to DPP Phase III; (2) DPP Phase II to DPP Phase III; and (3) DPP Phase III to any subsequent restudy that was performed after DPP Phase III. If the cost responsibility increases for the remaining project(s), MISO states that the withdrawn projects' milestones will be applied on a *pro rata* basis in proportion to the cost increase that is borne by each of the remaining projects in the same cycle.¹⁰⁴ MISO explains that remaining interconnection customers will not receive milestone reimbursement if a project withdrawal causes the total cost of network upgrades to decrease or remain the same. MISO also proposes to clarify that any milestone deposits that remain after allocating to the affected interconnection requests will be refunded to each withdrawn interconnection customer in proportion to that customer's forfeited milestone payments as a *pro rata* share of the total collected DPP milestones.

58. As suggested by the Commission in the Guidance Order, MISO proposes a true-down mechanism to ensure that an interconnection customer's aggregated milestone payments do not exceed 20 percent of the cost of network upgrades identified in the revised system impact study during DPP Phase II.¹⁰⁵ MISO states that it will notify the interconnection customer within 10 business days from the start of DPP Phase III if the total posted milestone payments for the interconnection request exceed 20 percent of the total network upgrade costs assigned to that interconnection request in the revised system impact study; if they do, MISO states that it will refund excess amounts to the interconnection customer.¹⁰⁶ MISO explains that its true-down proposal ensures that the revised at-risk rules are not unduly punitive and are consistent with the overarching goal of the three-phase DPP.¹⁰⁷ MISO asserts that the true-down mechanism will balance MISO's proposal to make portions of the M2 milestone payment at-risk.

¹⁰⁴ *Id.*, Transmittal Letter at 18, Godbole Test. at 36.

¹⁰⁵ *Id.*, Transmittal Letter at 17, Godbole Test. at 32 (both referencing Guidance Order, 166 FERC ¶ 61,187 at P 87).

¹⁰⁶ *Id.*, Godbole Test. at 32.

¹⁰⁷ *Id.*, Transmittal Letter at 18.

59. MISO proposes an indicative and non-binding screening study (using alternative current power flow or direct current power flow) to allow customers to improve the information available to them prior to entering the DPP.¹⁰⁸ MISO states that the power flow screening analysis will identify potential thermal and voltage constraints that are caused by the interconnection projects in a study group. For study groups that cause significant voltage issues in wide electrical areas resulting in power flow solution issues, MISO states that it will use direct current power flow solution to publish thermal constraints and note any power flow convergence issues. MISO states that it will post the study 15 days prior to DPP commencement and will assist interconnection customers with making an informed decision about whether to enter DPP Phase I.¹⁰⁹ As an example, MISO states that in the latest DPP cycles in the MISO West region, it identified more than 70 percent of thermal constraints in the DPP Phase I system impact study and the screening studies performed prior to DPP Phase I.¹¹⁰ MISO asserts that the screening study, along with other pre-DPP tools, will mitigate the impact of the proposed M2 changes.¹¹¹

b. Comments and Protests

60. EDF supports MISO's proposal; however, EDF requests that the Commission condition its acceptance on: (1) requiring MISO to annually demonstrate to the Commission that the 50 percent M2 milestone payment forfeiture has had a meaningful impact on keeping speculative projects from entering the queue; and (2) revising the Tariff to state that the 50 percent M2 milestone payment forfeiture will expire after two years in the absence of such demonstration.¹¹² EDF also asserts that the proposal will not address the high network upgrade costs that are causing ready projects to drop from the

¹⁰⁸ *Id.*, Godbole Test. at 34.

¹⁰⁹ *Id.* at 34-35, Transmittal Letter at 22.

¹¹⁰ *Id.*, Godbole Test. at 35.

¹¹¹ *Id.*, Transmittal Letter at 18. The other pre-DPP tools MISO references are: (1) DPP models that MISO makes available prior to the start of DPP Phase I; (2) MISO's system impact study reports for preceding queue cycles, which include affected system study results, that MISO makes available on its website; and (3) a research tool, currently under development, that MISO states will allow interconnection customers to examine possible points of interconnection on the transmission system and assess the likelihood of constraints that may be identified during the DPP study process. *Id.*, Godbole Test. at 35.

¹¹² EDF Comments at 2-3.

MISO generator interconnection queue.¹¹³ EDF suggests two avenues for reform: (1) the Commission could grant the complaint filed in Docket No. EL19-79¹¹⁴ and address the issues raised by EDF in its comments;¹¹⁵ or (2) the Commission could impose a cost-sharing mechanism between generation and load so that generation developers are not paying the full cost of integrated transmission additions when utilities and load-serving entities also benefit from such additions.¹¹⁶ Clean Energy Entities and Invenergy similarly argue that MISO's proposed Tariff revisions do nothing to solve the more significant problem of excessive network upgrade costs, which they contend are caused by MISO's failure to pursue transmission system investments in favor of allocating significant transmission upgrades to interconnection customers.¹¹⁷

61. Renewable Generation Developers, Invenergy, and SEIA protest MISO's proposal to make the M2 milestone payment 50 percent at-risk.¹¹⁸ Renewable Generation Developers and Invenergy argue that MISO has not provided any data demonstrating that the current 100 percent refund of the M2 milestone payment has caused any delay in the timely processing of studies or other harm in MISO's queue process, nor has MISO shown a direct correlation between readiness and the financial ability to bear the cost of forfeiting 50 percent of the M2 milestone payment.¹¹⁹ Renewable Generation Developers and Invenergy assert that MISO's own evidence shows that, once site control of the generating facility is required to enter and be studied in DPP Phase I, it is likely that 62-

¹¹³ *Id.* at 4.

¹¹⁴ LSP Transmission Holdings II, LLC, Cardinal Point Electric, LLC, and LS Power Midcontinent, LLC v. Midcontinent Independent System Operator, Inc., Docket No. EL19-79-000 (filed June 5, 2019) (complaint alleging flaws in MISO's transmission planning process with respect to economic enhancements below 345 kV that do not qualify as Market Efficiency Projects).

¹¹⁵ EDF Renewables, Inc., Comments in Docket No. EL19-79-000 (filed July 24, 2019) (comments in support of the complaint and requesting a technical conference).

¹¹⁶ EDF Comments at 4-5.

¹¹⁷ Clean Energy Entities Comments at 4-5; Invenergy Protest at 10-11.

¹¹⁸ Renewable Generation Developers Protest at 10; Invenergy Protest at 6; SEIA Protest at 5-6.

¹¹⁹ Renewable Generation Developers Protest at 10-11; Invenergy Protest at 7.

75 percent of the MW will no longer be studied in DPP Phase I.¹²⁰ Invenergy states that the site control revisions that MISO proposes are more than sufficient to ensure that only serious projects enter the queue.¹²¹ Invenergy notes that its average site control costs in the MISO footprint are over \$2,400/MW per year, which must be maintained by the interconnection customers over the course of the DPP (approximately 20 months, assuming the DPP is on schedule, according to Invenergy). Renewable Generation Developers request that the Commission either reject MISO's proposal or issue a deficiency letter to require MISO to provide empirical data.¹²²

62. Renewable Generation Developers argue that, once interconnection customers have posted the M2 milestone payment and secured site control, the decision to withdraw at Decision Point I is not a sign of a speculative project; rather, it is a reasonable response to receiving concrete information that network upgrade costs are too high for a project's viability.¹²³ Invenergy states that MISO has not explained why its proposal to make 50 percent of the M2 milestone payment at-risk would affect only non-viable projects, and it argues that a project cannot be ready before entering the DPP without knowing its interconnection costs.¹²⁴ SEIA asserts that there is no evidence in the record that MISO's queue is overburdened because interconnection customers are not putting enough financial security at-risk; instead, SEIA contends that the interconnection queue is burdened because numerous commercially viable projects are trying to determine the cost and facilities necessary to interconnect to MISO's transmission grid.¹²⁵ SEIA argues that, rather than increasing the barriers to a feasibility study, MISO should devote additional resources to timely completing feasibility and system impact studies so that interconnection customers are provided the information they need to determine if a project should proceed to GIA execution or exit at the first available off-ramp.¹²⁶ Renewable Generation Developers and Invenergy contend that Phase I of MISO's queue

¹²⁰ Renewable Generation Developers Protest at 17; Invenergy Protest at 7.

¹²¹ Invenergy Protest at 6.

¹²² Renewable Generation Developers Protest at 11.

¹²³ *Id.* at 13.

¹²⁴ Invenergy Protest at 9.

¹²⁵ SEIA Protest at 5.

¹²⁶ *Id.* at 6.

process is working as designed.¹²⁷ Renewable Generation Developers contend that data from 27 of MISO's DPP studies since February 2017 shows that interconnection customers advanced through the queue or took the off-ramp based on the network upgrade costs in those studies, not because their projects were speculative.¹²⁸ Renewable Generation Developers contend that MISO should not be allowed to confiscate 50 percent of the M2 milestone payment before interconnection customers are provided with any information about the level of network upgrade costs. Invenenergy argues that MISO's proposal might actually make projects linger longer in the queue rather than exiting at Decision Point I, given how much money (maintaining site control and 50 percent of the M2 milestone payment) is already spent or at-risk.¹²⁹

63. Renewable Generation Developers and Invenenergy argue that MISO's proposed screening analysis does not render the 50 percent M2 forfeiture just and reasonable.¹³⁰ They contend that this screening tool is useless because, while the tool will inform interconnection customers about overloads and constraints, it will provide no insight into the magnitude of the required upgrades, cost of the upgrades, cost allocation to the interconnection customer, or information regarding other interconnection customers that may be involved in common use upgrades.¹³¹ Renewable Generation Developers argue that the screen also fails to provide information for companies to perform the full analysis themselves.¹³²

64. Renewable Generation Developers also contend that the proposed true-down mechanism does not render the 50 percent M2 milestone forfeiture just and reasonable and merely represents what MISO should be doing regardless of the status of its queue.¹³³ Renewable Generation Developers state that, throughout the DPP study process, MISO should be collecting 20 percent of the estimated network upgrade costs that an interconnection customer will likely pay to interconnect its project, an amount that is equivalent to the initial payment under the GIA. However, Renewable Generation

¹²⁷ Renewable Generation Developers Protest at 13-14; Invenenergy Protest at 8.

¹²⁸ Renewable Generation Developers Protest at 14.

¹²⁹ Invenenergy Protest at 8.

¹³⁰ *Id.* at 11; Renewable Generation Developers Protest at 14.

¹³¹ Renewable Generation Developers Protest at 15; Invenenergy Protest at 11-12.

¹³² Renewable Generation Developers Protest at 15.

¹³³ *Id.* at 16.

Developers allege that MISO has been requiring and retaining milestone payments that exceed 20 percent of the network upgrade costs identified in system impact studies. Renewable Generation Developers contend that it is unjust and unreasonable for MISO to hold these excess amounts.

65. Renewable Generation Developers and Invenergy also take issue with MISO's proposed changes to the harm test.¹³⁴ They argue that, assuming the Commission accepts MISO's proposal to make the M2 milestone payment 50 percent at-risk, it is inappropriate for MISO to apply any forfeited M2 milestone amounts from an interconnection customer that has withdrawn at Decision Point I toward the network upgrade costs of a project that is in DPP Phase II or DPP Phase III or later when a restudy is at issue.¹³⁵ Renewable Generation Developers contend that there is no direct nexus between an interconnection customer's withdrawal at Decision Point I and any harms to customers due to restudies in DPP Phase III or later; interconnection customers that move into DPP Phase III, they note, do so based on the DPP Phase II study results and a knowledge of projects that are in the queue cycle at that point, not on the existence of the project of the customer that withdrew at Decision Point I.¹³⁶ Invenergy contends that a customer's withdrawal at Decision Point I has no impact on any cost differences between DPP Phase II and DPP Phase III or DPP Phase III and any subsequent restudy.¹³⁷ Invenergy also protests MISO's proposed clarification that it will determine harm and milestone distributions among customers "in the same cycle," arguing that this could be interpreted to apply the new harm test across the entirety of the DPP cycles, rather than limited to a specific regional cluster cycle, and even potentially include upgrades on affected systems.

66. Clean Energy Entities protest MISO's proposed revisions to the second step of its harm test.¹³⁸ They note that in the first step of the harm test, MISO compares the costs of common use upgrades and shared network upgrades of remaining projects in the study group between Decision Point III and the execution of the last GIA in the study group (in the event of a restudy). But in the second step, they contend that there is no similar end point for potential restudies; MISO compares the costs of each network upgrade between

¹³⁴ *Id.* at 18; Invenergy Protest at 12.

¹³⁵ Renewable Generation Developers Protest at 18; Invenergy Protest at 13.

¹³⁶ Renewable Generation Developers Protest at 18.

¹³⁷ Invenergy Protest at 13.

¹³⁸ Clean Energy Entities Comments at 3.

DPP Phase III to any subsequent restudy that was performed after DPP Phase III.¹³⁹ Clean Energy Entities request that MISO be required to include the same end-point in the second step of the harm test. They also argue that there is no mention in the Tariff of when milestone payments will be returned to withdrawing interconnection customers if no harm is found, and request that the Commission direct MISO to clarify this timing.

c. Answer

67. MISO asserts that it has demonstrated the need for the M2 milestone payment revisions by showing that DPP Phase I is overcrowded with speculative projects and that network upgrade costs are seriously inflated due to this overcrowding.¹⁴⁰ MISO states that it considered more drastic site control requirements and making the M2 milestone payment higher or completely non-refundable; however, after stakeholder discussions, MISO states that it compromised and proposed the combined site control/M2 milestone revisions that, it argues, are a reasonable and appropriate incentive for interconnection customers to enter non-speculative projects into the queue.¹⁴¹ MISO rejects claims that its proposal will actually encourage projects to linger longer in the queue, arguing that it would make no sense for an interconnection customer that has taken the risk of entering DPP Phase I to make the remaining 50 percent of its M2 milestone payment subject to the harm test only because it has incurred some sunk costs.¹⁴² MISO argues that increased site control requirements alone are not sufficient to deter speculative projects from entering the queue because: (1) site control requirements vary depending on the nature of the generating facility; (2) MISO allows interconnection customers to use less acreage than stated in its business practice manuals in certain circumstances; and (3) interconnection customers may lease/buy to demonstrate site control.¹⁴³ MISO argues that protesters have not supported their claims that MISO should not be permitted to require binding financial commitments from interconnection customers prior to providing definitive network upgrade cost information, noting that the proposed site control

¹³⁹ *Id.* at 4.

¹⁴⁰ MISO Answer at 13.

¹⁴¹ *Id.* at 13-14.

¹⁴² *Id.* at 14-15.

¹⁴³ *Id.* at 15.

revisions that Renewable Generation Developers acknowledge are just and reasonable also impose financial commitments at the inception of the queue.¹⁴⁴

68. MISO defends its proposed screening analysis, arguing that this analysis, in conjunction with results from prior cycles, will allow an interconnection customer to estimate its potential cost exposure in DPP Phase I when its project is grouped with similarly-situated projects.¹⁴⁵

69. MISO also defends its proposed Tariff changes ensuring that financial impacts that occur between each of the three DPP phases, as well as subsequent restudies, are identified and counted in the overall harm calculation.¹⁴⁶ MISO argues that interconnection customers that withdraw at Decision Point I do have an impact on remaining projects in the later phases of the queue because they can cause inflated estimated network upgrade costs in the DPP Phase I system impact study. MISO contends that these withdrawals can create ripple effects through the queue and cause other customers' costs to increase between DPP Phases II and III or during DPP Phase III and any subsequent restudy.¹⁴⁷

70. Regarding Clean Energy Entities' concern that there is not an identified end-point for potential restudies that may be used to calculate the financial impact of project withdrawals to each remaining project, MISO notes that the Commission has explicitly allowed MISO to conduct post-GIA restudies.¹⁴⁸ MISO states that it is in the process of collecting more data to evaluate how often post-GIA withdrawals occur and whether additional Tariff revisions may be needed in the future. In response to Clean Energy Entities' request for clarification of the milestone refund date, MISO states that currently it does not retain milestones for any purposes other than to offset costs to interconnection customers in the same study cycle, and that it returns milestone amounts that are not

¹⁴⁴ *Id.* at 17.

¹⁴⁵ *Id.* at 18.

¹⁴⁶ *Id.* at 20.

¹⁴⁷ *Id.* at 21.

¹⁴⁸ *Id.* at 22 (citing *Midcontinent Indep. Sys. Operator, Inc.*, 161 FERC ¶ 61,137, at PP 22-30 (2017) (2017 Queue Reform Hearing Order)).

needed to offset increased costs in a timely manner.¹⁴⁹ MISO states that its filing does not change this practice.

71. Finally, in response to Invenergy, MISO clarifies that it currently determines harm among customers across the entire DPP cycle, rather than across a specific sub-regional cluster cycle, and that its filing does not change this practice.¹⁵⁰

d. Commission Determination

72. We find that MISO has shown that its proposal to make the M2 milestone payment 50 percent at-risk unless an interconnection request is withdrawn before the start of DPP Phase I is a just, reasonable, and not unduly discriminatory or preferential method for discouraging interconnection customers from submitting speculative projects and mitigating harm caused by project withdrawals.

73. As noted above, a reduction in speculative interconnection requests should provide benefits to interconnection customers, such as faster queue processing times, more accurate network upgrade cost estimates, a reduction in the number of otherwise viable projects that must withdraw from the queue due to cost concerns, and a more accurate M3 milestone payment. In addition, by making 50 percent of the M2 milestone payment at-risk and available to offset cost increases to others stemming from a withdrawal, MISO will enhance its ability to mitigate impacts on other interconnection customers that experience harm from project withdrawals. We expect that such impacts should decrease over time as less speculative projects enter the DPP due to the combination of more stringent site control requirements and making a portion of the M2 milestone payment at-risk.

74. In response to concerns raised by Renewable Generation Developers, we find that MISO has shown that it is just and reasonable to require both a demonstration of 100 percent site control before DPP commencement and a 50 percent at-risk M2 milestone payment in order to deter speculative projects from entering the queue. As detailed by MISO in the Filing, MISO has experienced a significant increase in the volume of interconnection requests submitted in its queue. For example, in the last three DPP cycles, MISO indicates that more than 730 projects totaling almost 120 GW of generating capacity have entered the queue, impacting all four MISO sub-regions. As noted by MISO, much of this capacity will not come to fruition and is the result of certain interconnection customers submitting multiple interconnection requests into DPP Phase I to find the most advantageous point of interconnection, a strategy that has resulted in

¹⁴⁹ *Id.*

¹⁵⁰ *Id.* at 21-22.

numerous withdrawals.¹⁵¹ We find persuasive MISO's argument that the ability of interconnection customers to enter the queue without financial risk contributes to the submission of speculative projects, which negatively impacts the entire queue by causing delays, skewing study results, shifting costs to other customers, and inflating milestone payments when these projects are withdrawn. Accordingly, we find that MISO's M2 milestone proposal, in conjunction with the increased site control requirements, should deter speculative projects from entering the queue, as well as strategies predicated on the submission of multiple speculative interconnection requests. We also find persuasive MISO's assertion that increased site control requirements alone are not enough to address this problem, as: (1) site control requirements vary based on the nature of generating facilities; (2) MISO's proposal provides flexibility in implementing the site control requirements; and (3) there is an exception to the requirement to demonstrate 100 percent site control where regulatory limitations prohibit the procurement of site control.¹⁵²

75. We find that the risk assumed by interconnection customers under MISO's proposal is balanced by the addition of a true-down mechanism for milestone payments and the addition of a pre-DPP screening analysis. MISO's proposed true-down will take place at the close of the revised system impact study in DPP Phase II. The true-down will ensure that interconnection customers' milestone payments do not exceed 20 percent of their estimated network upgrade costs. We find that this true-down will relieve interconnection customers' concerns that MISO is requiring payment of significant funds in milestone payments, often in excess of the total cost of network upgrades.

76. Further, we find that MISO's proposed screening tool should provide interconnection customers with an awareness of what network upgrades may be necessary to accommodate the interconnection of their projects. We disagree with Renewable Generation Developers' argument that the screening tool is not useful because it does not incorporate certain information, such as dispatch assumptions, cost information, and whether there are other interconnection customers who would share in the cost of any required network upgrades. Our understanding is that the proposed screening analysis is a high-level contingency analysis that provides an indication of the number of mitigations/upgrades that may be identified during the DPP by detecting potential thermal constraints. We find that this screening analysis will allow interconnection customers to: (1) obtain information they otherwise would not be able to access; and (2) determine points of interconnection that would have relatively few overloads, and therefore, few network upgrades. While this tool is not a substitute for a full interconnection study, it should provide useful, preliminary information to

¹⁵¹ Filing, Godbole Test. at 9-10.

¹⁵² MISO Answer at 15.

interconnection customers that will allow them to survey possible sites for interconnecting their projects. As MISO notes in its answer, when taken in conjunction with results from prior cycles, the analysis should also allow an interconnection customer to estimate cost exposure in DPP Phase I when its project is grouped with similarly-situated projects.¹⁵³

77. We find that MISO has shown that its proposed two-step harm test is just and reasonable. We find it reasonable for MISO to provide further transparency into how it will calculate harms caused by withdrawing interconnection customers and how it will distribute forfeited milestone payments to offset those harms. We disagree with protesters' arguments that it is unjust and unreasonable to apply any forfeited M2 milestone payment amounts from an interconnection customer that has withdrawn at Decision Point I toward the network upgrade costs of projects that experience increased costs in later phases. As MISO explains in its answer, an interconnection customer's withdrawal at Decision Point I could financially impact customers in later phases of the queue because the withdrawn project may have inflated estimated network upgrades assessed in the DPP Phase I system impact study, which MISO asserts may create ripple effects through later queue phases.¹⁵⁴ We note that MISO's proposed harm test is intended to identify whether a customer's withdrawal did in fact cause financial harm to remaining projects; if a withdrawal did not cause such impacts, then the withdrawn customer's at-risk milestone payments would be refunded.

78. We find it just and reasonable for MISO not to propose a definitive end-point for its calculation of the financial impact of withdrawing customers on the network upgrade cost responsibility of remaining interconnection customers. MISO proposes to calculate such impact in part by comparing the costs of each network upgrade between DPP Phase III to any subsequent restudy that was performed after DPP Phase III. As MISO notes, the Commission in the 2017 Queue Reform Hearing Order accepted MISO's proposal to conduct post-GIA restudies, and we find that it is just and reasonable to include these restudies in the harm test that calculates the impact of project withdrawals on the network upgrade costs of remaining projects.¹⁵⁵ We note that MISO's most recent annual informational filing reporting on the scope of these post-GIA restudies indicates

¹⁵³ *Id.* at 18.

¹⁵⁴ *Id.* at 20-21.

¹⁵⁵ *Id.* at 22 (citing 2017 Queue Reform Hearing Order, 161 FERC ¶ 61,137 at PP 22-30).

that post-GIA withdrawals are a rare occurrence and unlikely to cause significant restudies that would delay MISO's calculation of harm.¹⁵⁶

79. We deny Clean Energy Entities' request that the Commission require MISO to clarify specific timing for the return of milestone payments to withdrawn interconnection customers if no harm is found. As MISO notes in its answer, it currently does not retain milestones for any purpose other than to offset costs to interconnection customers in the same study cycle, and MISO affirms that it returns, in a timely manner, milestone amounts that are not needed to offset increased costs.¹⁵⁷ MISO states that its filing does not change this practice, and we note that Clean Energy Entities do not allege that MISO has not been following this practice.

80. We deny EDF's request to require annual reporting and a related two-year expiration of the 50 percent M2 milestone payment forfeiture provision. As explained above, we find that MISO has shown that its proposed Tariff revisions are just, reasonable, and not unduly discriminatory or preferential, and therefore do not require further clarification or justification. We also reject EDF's suggestions concerning the complaint in Docket No. EL19-79-000 and EDF's interconnection cost-sharing mechanism between generation and load, as well as other protests related to the alleged insufficiency of MISO's transmission planning and study processes, as outside the scope of the instant FPA section 205 proceeding. Finally, we disagree with Invenegy that MISO's proposal might actually make projects linger in the queue, as we agree with MISO that it is unlikely that an interconnection customer that has taken the risk of entering DPP Phase I would make the remaining 50 percent of its M2 milestone payment subject to the harm test only because it has incurred some sunk costs.

3. Transition Plan

a. Filing

81. MISO proposes a transition plan to move projects that are currently in the interconnection queue to the new site control and milestone payment requirements.¹⁵⁸ Specifically, MISO proposes to grandfather all interconnection requests submitted prior to the current DPP cycle (DPP-2019-Cycle 1). MISO proposes requiring

¹⁵⁶ See MISO Informational Report, Transmittal Letter at 4, Docket Nos. ER17-156-000 and ER17-156-001 (filed Nov. 12, 2019). MISO states that the last GIA for the February 2016 DPP cycle was signed on March 5, 2019, and as of October 29, 2019, there have been no post-GIA withdrawals.

¹⁵⁷ MISO Answer at 22.

¹⁵⁸ Filing, Transmittal Letter at 19.

all interconnection customers with requests submitted in the current DPP cycle, which has not begun DPP Phase I as of the filing date, to provide a demonstration of site control by the end of Decision Point II, rather than the proposed 90 days prior to the start of DPP Phase I. MISO also proposes exempting interconnection requests in the current DPP cycle from the new M2 milestone at-risk requirements. MISO proposes subjecting interconnection requests submitted in future DPP cycles to the new site control and milestone payment requirements.

b. Commission Determination

82. We find MISO's proposed transition plan to be a just and reasonable method for transitioning its interconnection study process to the revised procedures. MISO's transition plan appropriately grandfathers interconnection requests submitted in prior DPP cycles, as interconnection customers who submitted these requests made decisions based on MISO's existing GIP, and their requests have made progress in MISO's DPP study process. Further, MISO's transition plan provides interconnection customers with requests in the current DPP cycle additional time to provide a demonstration of site control, consistent with the Commission's feedback in the Guidance Order.¹⁵⁹ Finally, MISO's transition plan appropriately applies the revised study procedures to interconnection requests submitted in future DPP cycles, as these customers have adequate notice of the revised procedures.

The Commission orders:

MISO's proposed Tariff revisions are hereby accepted, effective December 4, 2019, as requested, as discussed in the body of this order.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.

¹⁵⁹ Guidance Order, 166 FERC ¶ 61,187 at P 108.