

**IN THE
UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

Electricity Transmission Competition Coalition,	)	
Industrial Energy Consumers of America,	)	
Petitioners,	)	Case No. _____
v.	)	
Federal Energy Regulatory Commission,	)	
Respondent.	)	

PETITION FOR REVIEW

Pursuant to Section 313 of the Federal Power Act, 16 U.S.C. § 825l(b), and Rule 15(a) of the Federal Rules of Appellate Procedure (“FRAP”), the Electricity Transmission Competition Coalition (“Competition Coalition”) and the Industrial Energy Consumers of America (“IECA”) (“Petitioners”), hereby petition this Court for judicial review of the following orders issued by Respondent, Federal Energy Regulatory Commission (“Commission”):

1. *Midcontinent Independent System Operator, Inc.*, Order Accepting Tariff Revisions and Certificates of Concurrence, and Conditionally Accepting Cost Recovery and Funding Agreements, Docket Nos. ER26-1538-000, -001; ER26-1676-000, -001; ER26-1761-000, -001; ER26-1683-001; ER26-1765-000, -001; ER26-1804-001; ER26-1851-001, 196 FERC ¶ 61,134 (Aug. 14, 2026) (“August 14 Order”); and
2. *Midcontinent Independent System Operator, Inc.*, Notice of Denial of Rehearing by Operation of Law and Providing for Further Consideration, Docket Nos. ER26-1538-002; ER26-1676-003; ER26-1761-003; ER26-1683-003; ER26-1765-003; ER26-1804-002; ER26-1851-002, 197 FERC ¶ 62,036 (Oct. 15, 2026) (“Denial Notice”).

Copies of the August 14 Order and the Denial Notice are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

On September 14, 2026, Petitioners timely filed a Request for Rehearing of the August 14 Order.¹ On October 15, 2026, the Commission issued the Denial Notice, providing for further consideration at some point in the future. However, as provided for in the Denial Notice, because the Commission did not “act[] upon the application for rehearing within thirty days after it is filed, such application may be deemed to have been denied.” 16 U.S.C. § 825l(a). This Petition for Review is timely filed “within sixty days after the order [*i.e.*, the Denial Notice] of the Commission upon the application for rehearing.” 16 U.S.C. § 825l(b).

Venue is appropriate in this Circuit pursuant to 16 U.S.C. § 825l(b).

Respectfully submitted,

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¹ *Norwood v. FERC*, 906 F.2d 772, 775 (D.C. Cir. 1990) (requiring an aggrieved party to file a request for rehearing at FERC prior to a petition for review in appellate court).

*Industrial Energy Consumers of
America*

Dated: October 29, 2026

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Petitioners,	)	Case No. _____
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Federal Energy Regulatory Commission,	)	
Respondent.	)	

CORPORATE DISCLOSURE STATEMENTS

Pursuant to Rule 26.1 of the Federal Rules of Appellate Procedure (“FRAP”) and D.C. Circuit Rule 26.1, Petitioners hereby submit their respective corporate disclosure statements. Petitioners represent a broad array of consumer-side stakeholders, including commercial and industrial customers, located within the service territory of the Midcontinent Independent System Operator, Inc. (“MISO”). Petitioners were active participants in the Commission proceeding in which the August 14 Order and Denial Notice subject to review were issued and sought rehearing of the Commission’s August 14 Order. Petitioners and/or the stakeholders they represent are subject to, and will be affected by, the order and notice under review.

CORPORATE DISCLOSURE STATEMENT OF THE ELECTRICITY TRANSMISSION COMPETITION COALITION

The Electricity Transmission Competition Coalition (“Competition Coalition”) is a diverse, broad-based, nationwide *ad hoc* coalition focused on electricity affordability through increasing competition in the development and ownership of America’s electricity transmission infrastructure. The Competition Coalition represents companies and organizations throughout the continental United States, including manufacturing groups, retail electric consumers, state consumer advocates, public power representatives, think tanks, and non-incumbent transmission developers. The Competition Coalition members represent entities and individuals that pay hundreds of billions of dollars in electricity rates each year. The Competition Coalition is not a corporation, does not issue securities to the public, and is not owned by any publicly held company.

CORPORATE DISCLOSURE STATEMENT OF THE INDUSTRIAL ENERGY CONSUMERS OF AMERICA

The Industrial Energy Consumers of America (“IECA”) is a nonpartisan association of leading manufacturing companies with \$1.1 trillion in annual sales, over 12,000 facilities nationwide, and with more than 1.8 million employees worldwide. It is an organization created to promote the interests of manufacturing companies through advocacy and collaboration, for which the availability, use, and cost of energy, power, or feedstock play a significant role in their ability to compete in domestic and world markets. IECA membership represents a diverse set of industries, including: chemicals, plastics, steel, iron ore, aluminum, paper, food processing, fertilizer, insulation, glass, industrial gases, pharmaceuticals, building products, automotive, independent oil refining, and cement. IECA does not issue securities to the public and is not owned by any publicly held company.

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Dated: October 29, 2026

CERTIFICATE OF SERVICE

I hereby certify that on October 29, 2026, a copy of the foregoing Petition for Review was served by email upon each person designated on the official service lists maintained by the Secretary of the Federal Energy Regulatory Commission in the proceedings below, as set forth in the attached **Exhibit C**. A file-stamped copy of the Petition for Review was served upon Respondent, pursuant to 18 C.F.R. § 385.2012, as follows:

Honorable Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
Office of the Secretary
888 First Street, NE
Washington, DC 20426

Robert H. Solomon, Solicitor
Office of the Solicitor
Federal Energy Regulatory Commission
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EXHIBIT A

Midcontinent Independent System Operator, Inc.,
Order Accepting Tariff Revisions and Certificates of Concurrence, and
Conditionally Accepting Cost Recovery and Funding Agreements,
Docket Nos. ER26-1538-000, -001; ER26-1676-000, -001; ER26-1761-000, -
001; ER26-1683-001; ER26-1765-000, -001; ER26-1804-001; ER26-1851-001,
196 FERC ¶ 61,134 (Aug. 14, 2026)

196 FERC ¶ 61,134
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Laura V. Swett, Chairman;
David Rosner, Lindsay S. See,
Judy W. Chang, and David LaCerte.

Midcontinent Independent System Operator, Inc.	Docket Nos. ER26-1538-000 ER26-1538-001 ER26-1676-000 ER26-1676-001 ER26-1761-000 ER26-1761-001
Commonwealth Edison Company	ER26-1683-001
Duke Energy Ohio, Inc.	ER26-1765-000 ER26-1765-001
PJM Interconnection, L.L.C.	ER26-1804-001 ER26-1851-001

ORDER ACCEPTING TARIFF REVISIONS AND CERTIFICATES OF
CONCURRENCE, AND CONDITIONALLY ACCEPTING COST RECOVERY AND
FUNDING AGREEMENTS

(Issued August 14, 2026)

1. On February 27, 2026, as amended on June 22, 2026, Midcontinent Independent System Operator, Inc. (MISO) filed, pursuant to section 205 of the Federal Power Act (FPA)¹ and section 35.13 of the Commission's regulations,² proposed revisions to the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (MISO Tariff) to establish a cost allocation and recovery framework for transmission facilities that result from a Multi-Value Project (MVP)³ portfolio approved for the MISO Midwest

¹ 16 U.S.C. § 824d.

² 18 C.F.R. § 35.13 (2025).

³ Capitalized terms used but not otherwise defined in this order have the meanings ascribed to them in their respective tariffs.

Subregion that are located outside of the MISO region (Non-MISO Facilities).⁴ On March 9, 2026, as amended on June 22, 2026, MISO filed a Cost Recovery and Funding (CRAF) Agreement among MISO, Commonwealth Edison Company (ComEd), and PJM Interconnection, L.L.C. (PJM) (ComEd CRAF Agreement).⁵ On March 9, 2026, as amended on June 17, 2026, ComEd filed the ComEd CRAF Agreement.⁶ On March 13, 2026, as amended on June 22, 2026, MISO filed a CRAF Agreement among MISO, Duke Energy Ohio, Inc. (Duke Ohio), and PJM (Duke Ohio CRAF Agreement).⁷ On March 13, 2026, as amended on June 22, 2026, Duke Ohio filed the Duke Ohio CRAF Agreement.⁸ On March 16, 2026, as amended on June 22, 2026, PJM filed a certificate of concurrence for the ComEd CRAF Agreement.⁹ On March 18, 2026, as amended on June 22, 2026, PJM filed a certificate of concurrence for the Duke Ohio CRAF Agreement.¹⁰

2. In this order, we accept MISO's proposed revisions to the MISO Tariff, effective May 28, 2026, as requested. We also accept the ComEd CRAF Agreement and the Duke Ohio CRAF Agreement (collectively, CRAF Agreements), effective June 1, 2026, as requested, subject to condition, and direct MISO, ComEd, and Duke Ohio to submit further compliance filings within 30 days of the date of this order. We also accept PJM's certificates of concurrence, effective June 1, 2026, as requested.¹¹

⁴ MISO filed the revisions to the MISO Tariff in Docket No. ER26-1538-000 (MISO Tariff Revisions Filing); *see* MISO Tariff Revisions Filing, Transmittal at 1-2.

⁵ MISO filed the ComEd CRAF Agreement in Docket No. ER26-1676-000 (MISO-ComEd CRAF Agreement Filing).

⁶ ComEd filed the ComEd CRAF Agreement in Docket No. ER26-1683-000 (ComEd Filing).

⁷ MISO filed the Duke Ohio CRAF Agreement in Docket No. ER26-1761-000 (MISO-Duke Ohio CRAF Agreement Filing).

⁸ Duke Ohio filed the Duke Ohio CRAF Agreement in Docket No. ER26-1765-000 (Duke Ohio Filing).

⁹ PJM, March 16, 2026, Certificate of Concurrence, Docket No. ER26-1804-000 (PJM-ComEd Concurrence Filing).

¹⁰ PJM, March 18, 2026, Certificate of Concurrence, Docket No. ER26-1851-000 (PJM-Duke Ohio Concurrence Filing).

¹¹ See Appendix for tariff records accepted in this order. Because the revisions to Attachment MM in the MISO Tariff submitted in Docket No. ER26-1538-000, and the

I. Background

A. Order No. 1000 and MISO's Regional Transmission Planning Process and Cost Allocation Methods

1. Order No. 1000

3. As relevant here, the Commission in Order No. 1000 required that each public utility transmission provider participate in a regional transmission planning process that produces a regional transmission plan and “eliminate provisions in Commission-jurisdictional tariffs and agreements that establish a federal right-of-first-refusal for an incumbent transmission provider with respect to transmission facilities selected in a regional transmission plan for purposes of cost allocation,” which introduced competitive transmission development processes open to nonincumbent transmission developers for such transmission facilities.¹² Additionally, the Commission required each public utility transmission provider to have in its tariff a method, or set of methods, for allocating the costs of any new transmission facility selected in the regional transmission plan for purposes of cost allocation.¹³ The Commission required each public utility transmission provider to demonstrate that its regional cost allocation methods satisfy each of six regional Cost Allocation Principles.¹⁴

4. With respect to interregional transmission coordination, the Commission required that each public utility transmission provider improve coordination between neighboring transmission planning regions for new interregional transmission facilities by implementing procedures that provide for: (1) the sharing of information regarding the respective needs of neighboring transmission planning regions; and (2) the identification and joint evaluation by the neighboring transmission planning regions of potential

filings submitted in Docket Nos. ER26-1676-000, ER26-1761-000, and ER26-1765-000, were overtaken by filings submitted in Docket Nos. ER26-1538-001, ER26-1676-001, ER26-1761-001, and ER26-1765-001, respectively, the Attachment MM revisions submitted in Docket No. ER26-1538-000 and the filings submitted in Docket Nos. ER26-1676-000, ER26-1761-000, and ER26-1765-000 are rejected as moot.

¹² *Transmission Planning & Cost Allocation by Transmission Owning & Operating Pub. Utils.*, Order No. 1000, 136 FERC ¶ 61,051, at PP 6, 9, 13 (2011), *order on reh'g*, Order No. 1000-A, 139 FERC ¶ 61,132, *order on reh'g & clarification*, Order No. 1000-B, 141 FERC ¶ 61,044 (2012), *aff'd sub nom. S.C. Pub. Serv. Auth. v. FERC*, 762 F.3d 41 (D.C. Cir. 2014).

¹³ Order No. 1000, 136 FERC ¶ 61,051 at PP 558, 690.

¹⁴ *Id.* P 603.

interregional transmission facilities that address such needs.¹⁵ The Commission further required transmission providers to develop procedures with neighboring transmission providers to identify and jointly evaluate transmission facilities that are proposed to be located in both regions.¹⁶

2. MISO's Regional Transmission Planning Process and Cost Allocation Methods

5. Under the MISO Transmission Expansion Plan (MTEP) provisions in Attachment FF of the MISO Tariff, MISO identifies transmission facilities that address regional transmission needs and selects those facilities for cost allocation purposes.¹⁷ MISO determines which facilities are the more efficient or cost-effective solutions to those needs, either as MVPs or Market Efficiency Projects.¹⁸ To address longer-term regional transmission needs, MISO engages in a long-term regional transmission planning process (Long Range Transmission Planning, or LRTP), under the MTEP provisions in the MISO Tariff using a 20-year planning horizon, to identify and select “tranches” or portfolios of LRTP projects in the regional transmission plan for purposes of cost allocation.¹⁹

6. Under the LRTP process, MISO works with stakeholders to develop a tranche’s portfolio of MVPs, presents them for MISO Board of Director (MISO Board) approval, and then applies its Competitive Developer Selection Process to each transmission project in the portfolio (Eligible Project), with certain exemptions.²⁰ Under the Competitive Developer Selection Process, MISO announces a Request for Proposals to

¹⁵ *Id.* P 396.

¹⁶ *Id.* P 398.

¹⁷ MISO Tariff, attach. FF (94.0.0), § I.

¹⁸ *Id.*, § II.

¹⁹ *Id.*, § I.C (94.0.0) (Development of the MTEP); *see also* MISO, *Long Range Transmission Planning (LRTP) Tranche 2 – Frequently Asked Questions* (July 10, 2024), <https://cdn.misoenergy.org/MISO%20Long-Range%20Transmission%20Planning%20LRTP%20Tranche%202%20FAQs631005.pdf>.

²⁰ MISO’s Tariff requires MISO to assign an Eligible Project directly to the incumbent transmission owner if any of the following conditions apply: (1) the Eligible Project is subject to a state or local right-of-first-refusal law or regulation; (2) the Eligible Project is an upgrade to existing transmission facilities; or (3) the Eligible Project is an immediate need reliability project. MISO Tariff, attach. FF (94.0.0), §§ VIII.A.1, VIII.A.2, VIII.A.3.

develop a selected Eligible Project, considers the proposals submitted, and assigns a Selected Developer to construct, own, and fund the project.²¹

7. An MVP is one or more transmission facilities in MISO that address a common set of transmission issues.²² An MVP must be evaluated as part of a portfolio of transmission projects, as designated in the MTEP, whose benefits are: (1) spread broadly across the MISO system-wide footprint; or (2) if the benefits of the portfolio are not spread broadly across the MISO system-wide footprint, the benefits are spread broadly across: (a) the MISO Midwest Cost Allocation Subregion; or (b) the MISO South MVP Cost Allocation Subregion.²³ In addition, to qualify as an MVP, a transmission project must meet one of three criteria: (1) be developed in the MTEP process for the purpose of enabling the transmission system to more reliably and economically deliver energy in support of documented energy policy mandates or laws that have been enacted or adopted through state or federal legislation or regulatory requirements that directly or indirectly govern the minimum or maximum amount of energy that can be generated by specific types of generation; (2) provide multiple types of economic value across multiple pricing zones with a total MVP benefit-to-cost ratio of at least 1.0; or (3) address at least one transmission issue associated with a projected violation of North American Electric Reliability Corporation (NERC) or a Regional Entity standard and at least one economic-based transmission issue that provides economic value across multiple pricing zones.²⁴

8. MISO's cost allocation method for an MVP includes both a region-wide and subregional allocation of MVP costs. In 2013 and 2014, the Commission issued orders accepting MISO's Order No. 1000 compliance filings.²⁵ In doing so, the Commission ultimately found that the MVP cost allocation method complied with Order No. 1000's six regional Cost Allocation Principles.²⁶ In 2022, the Commission accepted MISO's revised MVP cost allocation method to allow for costs to be allocated on a subregional

²¹ *Id.*, § VIII (Competitive Transmission Process).

²² *See id.*, Module A, § 1.M (Definitions – M) (78.0.0); *see also id.*, attach. FF (94.0.0), § II.C.

²³ *Id.*, attach. FF (94.0.0), § II.C.1.

²⁴ *See id.*, § II.C.2.

²⁵ *Midwest Indep. Transmission Sys. Operator, Inc.*, 142 FERC ¶ 61,215 (2013) (MISO Order No. 1000 Compliance Order), *order on reh'g & compliance*, 147 FERC ¶ 61,127 (2014), *order on reh'g and compliance*, 150 FERC ¶ 61,037 (2015), *aff'd sub nom. MISO TOs v. FERC*, 819 F.3d 329 (7th Cir. 2016).

²⁶ MISO Order No. 1000 Compliance Order, 142 FERC ¶ 61,215 at P 434.

basis if the benefits of an MVP portfolio are not spread broadly across the entire MISO system-wide footprint but are instead broadly spread across a particular subregion (Subregional MVP Cost Allocation Method).²⁷ MISO's Subregional MVP Cost Allocation Method assigns 100% of the costs of MVPs benefiting a particular subregion to the applicable subregion (i.e., Midwest Subregion or South Subregion) and recovers the costs through a per-MWh usage charge. In accepting the Subregional MVP Cost Allocation Method, the Commission found that it complied with the Order No. 1000 Cost Allocation Principles.²⁸

B. MISO's Tranche 2.1

9. On December 12, 2024, the MISO Board approved the Tranche 2.1 portfolio as a core regional transmission component of MISO's 2024 MTEP (MTEP 24).²⁹ Tranche 2.1 contains 24 MVPs comprised of 323 individual transmission facilities across the MISO Midwest Subregion. Following the MISO Board's approval of Tranche 2.1, MISO commenced its Competitive Developer Selection Process to designate Selected Developers for certain Tranche 2.1 facilities and designated applicable MISO transmission owners (TO) to construct, own, and operate those Tranche 2.1 facilities that were exempt from the Competitive Developer Selection Process.³⁰

C. MISO-PJM Joint Operating Agreement

10. The MISO-PJM Joint Operating Agreement (JOA) provides that MISO and PJM use a Coordinated System Plan to identify interregional transmission facilities. Interregional transmission facilities must be physically located in both MISO and PJM, or they may be located solely in one region but jointly determined to provide benefits to the other region or both regions. The Commission found that the Coordinated System Plan

²⁷ *Midcontinent Indep. Sys. Operator, Inc.*, 179 FERC ¶ 61,124 (2022).

²⁸ *Id.* PP 68, 79, 82, 85, 93.

²⁹ MISO, *Long Range Transmission Planning (LRTP) Tranche 2.1 Fact Sheet*, <https://cdn.misoenergy.org/LRTP%20Tranche%202.1666573.pdf> (Dec. 2024); <https://www.misoenergy.org/planning/long-range-transmission-planning/> (Tranche 2.1 Approved).

³⁰ See, e.g., MISO, *LRTP TR2.1 Eligible Projects* (listing Tranche 2.1 projects and designating whether each is subject to competition and the basis for any exclusion), <https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fcdn.misoenergy.org%2F20250306%2520LRTP%2520TR2.1%2520Eligible%2520Projects671260.xlsx%3Fv%3D20250306131355&wdOrigin=BROWSELINK>.

complied with the interregional transmission coordination requirements of Order No. 1000 because it: (1) provides that the joint evaluation of interregional transmission projects occurs in the same general timeframe as each transmission planning region's individual consideration of a proposed interregional transmission project; (2) describes the types of transmission studies conducted to evaluate whether interregional transmission projects are more efficient or cost-effective than regional transmission facilities; (3) details procedures for coordinating transmission planning models and modeling assumptions across Regional Transmission Organizations (RTO); and (4) details procedures for identifying and resolving differences in data, models, assumptions, transmission planning horizons, and criteria used to study a proposed interregional transmission project.³¹ The MISO-PJM JOA provides for five specific types of interregional transmission facilities: (1) Cross-Border Baseline Reliability Projects; (2) Interregional Reliability Projects; (3) Interregional Market Efficiency Projects; (4) Interregional Public Policy Projects; and (5) Targeted Market Efficiency Projects.³²

11. MISO and PJM coordinate interregional congestion as part of the Congestion Management Process (CMP), as outlined in the MISO-PJM JOA.³³ The CMP includes identifying flowgates where congestion exists and modeling them in the market-to-market (M2M) process. These identified flowgates are referred to as M2M Flowgates and represent individual facilities or groups of facilities. Firm Flow Entitlement represents an entity's firm rights on an M2M Flowgate based on its historical impact, calculated based on formulas included as part of the CMP and included in the MISO-PJM JOA.

D. PJM's Supplemental Project Process

12. Pursuant to the PJM Open Access Transmission Tariff (PJM Tariff), PJM studies Supplemental Projects, which the Amended and Restated Operating Agreement of PJM (PJM Operating Agreement) defines as transmission expansions or enhancements not required for compliance with the following PJM criteria: system reliability, operational performance or economic criteria.³⁴ Under the PJM Operating Agreement, Supplemental Projects include facilities that address needs of individual TOs and those that are

³¹ *PJM Interconnection, L.L.C.*, 149 FERC ¶ 61,250, at PP 91-92, 95 (2014).

³² MISO-PJM JOA, § 9.4.4 (48.0.0) (Network Upgrades Under Coordinated System Plan).

³³ *Id.*, attach. 2 (Congestion Management Process) (33.0.0).

³⁴ PJM Operating Agreement, § 1, Definitions S-T (30.0.0) (Supplemental Projects).

identified and evaluated based on local planning criteria.³⁵ The PJM Operating Agreement provides that any system upgrades required to maintain the reliability of the system that are driven by a Supplemental Project are considered part of that Supplemental Project and are the responsibility of the entity sponsoring that Supplemental Project.³⁶ The PJM Tariff provides that PJM TOs have the right to construct and own Supplemental Projects in their zones.³⁷ Supplemental Projects are integrated into PJM's Regional Transmission Expansion Plan base case, but prior to doing so, PJM conducts a "do no harm" study (i.e., a power flow analysis) to evaluate whether a Supplemental Project will adversely affect the reliability of PJM's system. If the "do no harm" study identifies necessary system upgrades, such upgrades will become part of the Supplemental Project.³⁸

II. Filings

A. MISO Tariff Revisions

13. MISO explains that its studies for LRTP Tranche 2.1 indicated that, to fulfill Tranche 2.1's reliability and economic promise, Tranche 2.1 needed transmission facilities in the PJM region. Accordingly, MISO states that certain PJM-based tie-line transmission and substation facilities were included in several Tranche 2.1 projects and approved by the MISO Board as part of MTEP 24 (MTEP PJM Facilities). Additionally, MISO states that studies conducted by PJM and certain PJM TOs determined that certain additional upgrades would be needed on the existing PJM transmission system to address the reliability impacts of the development of Tranche 2.1 on the PJM region. MISO explains that these additional upgrades were identified through the applicable PJM TOs' criteria violation and system needs analyses and PJM's "do no harm" review process (Do No Harm Facilities).³⁹

14. MISO states that, under the MISO Tariff and the Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc. (MISO Transmission Owners Agreement), MISO's authority as transmission provider extends only to the MISO transmission system, and therefore MISO cannot designate a

³⁵ *Id.*, Definitions I-L (23.0.0) (Local Plan).

³⁶ *Id.*, Definitions S-T (30.0.0) (Supplemental Projects).

³⁷ PJM Tariff, attach. M-3, § (a) (1.0.0) (Applicability).

³⁸ PJM Manual 14B: PJM Region Transmission Planning Process at 15.

³⁹ Collectively, the MTEP PJM Facilities and the Do No Harm Facilities are referred to as the MISO-Requested Facilities.

transmission developer and owner for Non-MISO Facilities, such as the MISO-Requested Facilities. Likewise, MISO states that external TOs, such as the applicable PJM TOs, are under no legal or contractual obligation to develop and own transmission facilities that are external to the MISO system (e.g., Non-MISO Facilities). MISO states that, accordingly, developing such external transmission facilities requires a voluntary contractual arrangement with participating external TOs and/or transmission providers. Therefore, MISO proposes to revise the MISO Tariff to establish cost recovery for Non-MISO Facilities, including the MISO-Requested Facilities, and provide an implementation framework for the CRAF Agreements and for similar contractual arrangements that MISO may enter into with non-MISO TOs in the future.⁴⁰

15. MISO states that it recovers the cost of MVPs through the mechanisms set forth in Attachment MM and Schedule 26-A of the MISO Tariff, based on the MVP cost allocation method set forth in Attachment FF of the MISO Tariff. MISO states that Attachment MM sets forth the method for calculating and collecting MVP charges and distributing the revenues and contains generally identical MVP Usage Rate (MUR) formulas applicable either on a subregional basis or footprint-wide basis, consistent with Attachment FF. MISO further explains that Attachment MM also contains templates for the determination of the annual revenue requirements of MISO TOs, which are then used in the calculation of the applicable MURs. MISO states that Schedule 26-A provides that the MUR calculated under Attachment MM is collected from MISO market participants and remitted to the applicable MISO TOs in proportion to their annual pro-rata share of the total MVP revenue requirement, as determined under Attachment MM. MISO states that Schedule 26-A further provides that Grandfathered Agreement (GFA) transactions and certain other transactions are not charged the MUR.⁴¹

16. MISO proposes a new Schedule 26-J (Cost Recovery for Multi-Value Projects and Associated Network Upgrades Applicable to the Midwest MVP Cost Allocation Subregion Constructed Outside of the MISO Region) to the MISO Tariff to establish cost recovery procedures for Non-MISO Facilities that are determined to be MVPs or network upgrades associated with MVPs located outside of MISO's transmission system, such as the MISO-Requested Facilities. MISO explains that it proposes to limit the scope of Schedule 26-J to the MISO Midwest Subregion because there are no MVP portfolios in the MISO South Subregion at this time. MISO adds that the proposed scope of Schedule 26-J is reasonable because it will help minimize administrative and settlement system

⁴⁰ MISO Tariff Revisions Filing, Transmittal at 4.

⁴¹ *Id.* at 10-11.

burdens that are incurred with the development and implementation of new rate schedules related to MVP Portfolios.⁴²

17. MISO states that the cost recovery procedures of Schedule 26-J are based on substantially the same MVP cost allocation and recovery method as set forth in Attachment FF, Attachment MM, and Schedule 26-A of the MISO Tariff.⁴³ MISO contends that the Commission found MISO's MVP cost allocation and recovery method just and reasonable on several occasions, including when it was adjusted for application on a subregional basis, and, accordingly, the Commission should follow the same general principles with respect to MVP-associated upgrades located outside the MISO region.⁴⁴

18. MISO explains that the proposed rate formulas and cost recovery mechanisms in proposed Schedule 26-J deviate from its existing MVP formulas in two ways. MISO states that, first, unlike Attachment MM and Schedule 26-A, Schedule 26-J uses applicable non-MISO TOs' formula rate templates to determine the annual revenue requirement component of the MUR formula rather than the MISO TOs' rate templates set forth in Attachment MM. MISO states that it is reasonable to use the non-MISO TOs' rate templates because the non-MISO TOs will build the Non-MISO Facilities, and their rate templates reflect their respective systems and meet the Commission's requirements.⁴⁵ MISO proposes to seek the annual revenue requirements from non-MISO TOs prior to January 1 or June 1 of each year for the applicable MVP and associated network upgrades constructed outside of the MISO region whose costs will be recovered under Schedule 26-J.⁴⁶

19. MISO states that, second, Schedule 26-J's MUR formula does not include the GFA Energy component in the rate divisor. MISO explains that non-MISO TOs are not parties to the GFAs in MISO, and accordingly, they do not have the pre-existing obligations under a MISO GFA and cannot recover "directly from the customer under the grandfathered agreement"⁴⁷ any trapped revenue, as contemplated in the Schedule 26-A (Multi-Value Project Usage) formula. Moreover, MISO states that non-MISO TOs are

⁴² *Id.* at 12.

⁴³ *Id.* at 4-5.

⁴⁴ *Id.* at 11.

⁴⁵ *Id.* at 14.

⁴⁶ *Id.* Tab C (Testimony of Jeremy Doner (MISO Doner Test.)) at 21-22.

⁴⁷ *Id.* at 13 (quoting *Midwest Indep. Sys. Operator, Inc.*, 133 FERC ¶ 61,221, at P 451 (2010) (2010 MVP Order)); MISO Doner Test. at 27.

not similarly situated to MISO TOs with respect to the GFA component of the existing MUR formula in Attachment MM, and that including such a component in this case would result in an under recovery of revenues by the non-MISO TOs and would resultingly be unjust and unreasonable. MISO proposes to remit the revenue recovered pursuant to Schedule 26-J to the applicable PJM TO each month, pursuant to agreed upon settlement procedures.⁴⁸

20. MISO also proposes revisions to Attachment MM in the MISO Tariff to add a new section 6 to refer to Schedule 26-J for the determination of revenue requirements and associated charges applicable to projects constructed by non-MISO TOs. MISO states that these revisions are designed to reflect that non-MISO TOs will use their own rate template for the purposes of Schedule 26-J.⁴⁹ MISO proposes to revise section II.C of Attachment FF to provide (additions in underline):

All Network Upgrades associated with a Multi-Value Project including any network upgrades on an external system and lower voltage facilities that may be needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the Multi Value Project including any lower voltage facilities that are needed on an external system; may be cost shared per section III.A.2.g of Attachment FF . . .⁵⁰

MISO states that this change is a clarifying revision to avoid any ambiguity concerning whether transmission facilities associated with an MVP include network upgrades located outside of the MISO region.⁵¹

21. MISO proposes revisions to Attachment FF in the MISO Tariff to provide that the Competitive Developer Selection Process is only applicable to Eligible Projects that are located on MISO's transmission system. MISO states that it administers the Competitive Developer Selection Process pursuant to its authority as transmission provider for the MISO region, premised on its ability to exercise functional control over the transmission facilities owned by MISO TOs. MISO explains that Non-MISO Facilities are developed under the tariffs and applicable rules of the transmission provider for the regions in which the facilities are located and through agreements with the non-MISO TOs. Therefore,

⁴⁸ MISO Tariff Revisions Filing, Transmittal at 13.

⁴⁹ *Id.* at 14.

⁵⁰ *Id.*

⁵¹ *Id.* at 14-15.

MISO explains that the proposed revisions make clear that its Competitive Developer Selection Process does not apply to facilities that are not part of MISO's transmission system.⁵²

22. Finally, MISO proposes revisions to section 7 (Billing and Payment; Defaults and Remedies) of Module A (Common Tariff Provisions) and Attachment L (Credit Policy) of the MISO Tariff to ensure that all billing and credit policy provisions in Module A and Attachment L that apply to MVP charges under Schedule 26-A also apply to charges under proposed Schedule 26-J.⁵³

23. MISO requests an effective date of May 28, 2026, for the proposed MISO Tariff revisions.

B. CRAF Agreements

24. MISO states that the CRAF Agreements establish the terms and conditions for the funding, construction, ownership, and operation of the MISO-Requested Facilities. MISO states that under the CRAF Agreements, the applicable PJM TOs agree to construct the MISO-Requested Facilities located in their respective PJM zones. MISO states that the MISO-Requested Facilities will be funded by MISO for the benefit of MISO customers. MISO states that the MISO-Requested Facilities are not required for compliance with PJM's system reliability, operational performance, public policy, or economic criteria, and therefore the MISO-Requested Facilities were classified by PJM as "Supplemental Projects" under the PJM Tariff. MISO further states that under the PJM Tariff, each applicable PJM TO has the right to construct and own Supplemental Projects in its zone. MISO explains that, after their construction, the MISO-Requested Facilities will be placed under PJM's functional control.⁵⁴

25. According to MISO, each CRAF Agreement provides that the applicable PJM TO will develop annual revenue requirements for the MISO-Requested Facilities. MISO explains that these annual revenue requirements will be submitted by PJM to MISO and

⁵² *Id.* at 15.

⁵³ *Id.*

⁵⁴ MISO-ComEd CRAF Agreement Filing, Transmittal at 3 & n.16 (citing MISO Tariff, Module A, § I.T (definition of Transmission System); MISO, MISO Rate Schedules, MISO Transmission Owners Agreement, art. 1, § 1.T (definition of Transmission System) (30.0.0); *id.*, art. 3, § 1.A (definition of Affiliate)); Tab C (Testimony of Jeremiah Doner (ComEd Doner Test.)) at 16). The transmittal letters for the CRAF Agreements are substantially the same. For purposes of this order, we cite to the MISO-ComEd CRAF Agreement Transmittal unless otherwise indicated.

recovered by MISO from MISO customers under the terms of proposed Schedule 26-J of the MISO Tariff. MISO adds that the CRAF Agreements also include other terms and conditions, including procedures for the distribution of revenues to the applicable PJM TOs consistent with Schedule 26-J. MISO states that each applicable PJM TO's CRAF Agreement will be filed with the Commission under section 205 of the FPA in separate Commission dockets. MISO adds that the effectiveness of the CRAF Agreements is conditioned on Commission acceptance of the proposed MISO Tariff revisions without condition or modification.⁵⁵

26. MISO states that the CRAF Agreements provide a contractual mechanism for the funding by MISO, and the construction and operation by the applicable PJM TO, of certain transmission facilities included in or associated with MISO's LRTP Tranche 2.1. MISO states that under the terms of the CRAF Agreements, MISO will fund the specified facilities, the applicable PJM TO will construct, own, and operate the facilities, and the facilities will be placed under PJM's functional control once completed.⁵⁶

27. ComEd and Duke Ohio state that their respective CRAF Agreements should be accepted for filing because they are just and reasonable and not unduly discriminatory or preferential. They assert that their respective CRAF Agreements facilitate the implementation of Tranche 2.1 and provide significant benefits to the MISO Midwest Subregion.⁵⁷

28. ComEd and Duke Ohio state that, given that the MISO-Requested Facilities will be located in the PJM region and will be included as part of the PJM-controlled transmission system, the rules set forth in the PJM governing documents were used to determine the classification of MISO-Requested Facilities in PJM and the designation of ComEd or Duke Ohio as the owner of each facility. ComEd and Duke Ohio assert that, as the MTEP PJM Facilities are classified as Supplemental Projects under the PJM Governing Documents, and under the PJM Tariff, each applicable PJM TO has the right to construct and own Supplemental Projects in its zone.⁵⁸

⁵⁵ *Id.* at 2.

⁵⁶ *Id.* at 1.

⁵⁷ ComEd Filing, Transmittal at 4-5; Duke Ohio Filing, Transmittal at 4.

⁵⁸ ComEd Filing, Transmittal at 14; Duke Ohio Filing, Transmittal at 8 (citing PJM Tariff, attach. M-3, § (a) (1.0.0) (Applicability)).

29. MISO states that ComEd and Duke Ohio will use their Commission-approved transmission formula rate templates to develop annual revenue requirements for the MISO-Requested Facilities subject to the CRAF Agreements.⁵⁹ MISO explains that these annual revenue requirements will be submitted by ComEd or Duke Ohio, as applicable, to MISO and recovered through monthly bills by MISO from MISO customers pursuant to Schedule 26-J and Attachment FF of the MISO Tariff.⁶⁰ MISO states that the CRAF Agreements also include procedures for the distribution of revenue to ComEd and Duke Ohio. MISO states that ComEd will credit the revenues that it receives from MISO to its network integration transmission service rates to avoid any potential double recovery of costs.⁶¹ MISO also states that, should the Duke Ohio CRAF Agreement be accepted, Duke Ohio will submit revisions to its transmission formula rate in PJM to ensure no double recovery of the costs of Duke Ohio's MISO-Requested Facilities.⁶² In Duke Ohio's filing, Duke Ohio states that it "anticipates that it will submit revisions to its transmission formula rate to ensure no double-recovery of the costs of the MTEP PJM Projects."⁶³

30. ComEd and Duke Ohio state that the cost causation requirements are met for their respective MTEP PJM Projects. ComEd and Duke Ohio state that the Tranche 2.1 portfolio has a benefit-to-cost ratio of 1.8 to 3.5 under Future 2A, which reflects net benefits potentially exceeding \$72 billion for the MISO Midwest Subregion. ComEd and Duke Ohio state that the projects' components and cost estimates were studied and reviewed in the LRTP Tranche 2.1 process and were included in MTEP 24 and approved by the MISO Board as part of the Tranche 2.1 portfolio. ComEd and Duke Ohio assert that, because MISO's customers are the beneficiaries of these MTEP PJM Projects, it is consistent with cost causation that the costs of these facilities be borne by MISO's customers in the same fashion as for all other Tranche 2.1 facilities. ComEd argues that the same logic applies to ComEd's Do No Harm Projects.⁶⁴ Further, ComEd and Duke Ohio state that, in accordance with MISO's MVP cost allocation method, the cost of all Tranche 2.1 projects and associated facilities is allocated to MISO transmission customers that withdraw energy in the MISO Midwest Subregion, including applicable external transactions associated with the MISO Midwest Subregion sinking outside of

⁵⁹ MISO-ComEd CRAF Agreement Filing, Transmittal at 4.

⁶⁰ *Id.*

⁶¹ *Id.* at 4 n.25.

⁶² *Id.* at 4.

⁶³ Duke Ohio Filing, Transmittal at 3.

⁶⁴ ComEd Filing, Transmittal at 12.

MISO's region. ComEd and Duke Ohio argue that it is just and reasonable and consistent with cost causation to collect the costs of their respective MTEP PJM Projects from MISO and that MISO fund their respective MTEP PJM Projects under the Subregional MVP Cost Allocation Method, like all other Tranche 2.1 projects.⁶⁵

31. ComEd and Duke Ohio assert that the respective CRAF Agreements acknowledge that the MISO Payment Obligation for the MISO-Requested Facilities will be recovered under the existing MISO Tariff provisions, as amended by the proposed MISO Tariff revisions. Further, ComEd and Duke Ohio state that the cost of the Tranche 2.1 facilities, including the MTEP PJM Projects, is allocated under the Subregional MVP Cost Allocation Method to MISO customers withdrawing energy in the MISO Midwest Subregion, including applicable external transactions.⁶⁶ ComEd asserts that MISO proposes to use the Subregional MVP Cost Allocation Method for the Do No Harm Projects, as the MISO Tariff provides that transmission facilities that are “associated with a[n MVP] including any lower voltage facilities that may be needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the [MVP]” may have their costs allocated under the applicable MVP cost allocation method.⁶⁷

32. MISO contends that the revenue distribution provisions in the CRAF Agreements are generally consistent with the procedures and timeframes in MISO's settlement protocols that apply to the distribution of MVP revenue to MISO TOs. MISO explains that, because ComEd and Duke Ohio are neither MISO TOs nor MISO market participants, the CRAF Agreements include certain “Non-Market Participant” registration requirements for ComEd and Duke Ohio.⁶⁸

33. ComEd and Duke Ohio state that MISO has addressed the Order No. 1000 Regional Cost Allocation Principle No. 4 in its Order No. 1000 compliance filings, noting that, while there is no general rule in MISO to pay for transmission upgrades in another region, MISO may enter into “an agreement with another transmission planning region regarding funding of upgrades required in one planning region necessitated by projects approved in the other planning region..., which may in some instances require payment

⁶⁵ *Id.* at 10-12; Duke Ohio Filing, Transmittal at 5-7.

⁶⁶ *See* MISO Tariff, attach. FF (94.0.0), § III.A.2.g(ii); ComEd Filing, Transmittal at 13; Duke Ohio Filing, Transmittal at 8.

⁶⁷ ComEd Filing, Transmittal at 13 (citing MISO Tariff, attach. FF (94.0.0), § II.C (Multi-Value Projects)).

⁶⁸ *See, e.g.*, MISO-ComEd CRAF Agreement Filing, Transmittal at 20-21.

for upgrades in neighboring planning region.”⁶⁹ ComEd and Duke Ohio state that the Commission accepted MISO’s proposal, noting that “MISO has addressed whether, and under what circumstances, the MISO region will bear the costs associated with any required upgrades in another transmission planning region.”⁷⁰ ComEd and Duke Ohio assert that their respective CRAF Agreements are consistent with this policy.

34. ComEd explains that the ComEd CRAF Agreement covers four MTEP PJM Facilities: (1) constructing two new 765 kV single-circuit transmission lines at a respective estimated cost of \$521,600,000 and \$267,000,000; (2) modifying an existing 345 kV line at an estimated cost of \$7,000,000; (3) adding a new substation at an estimated cost of \$73,600,000; and (4) one Do No Harm Facility at an estimated cost of \$34,500,000, for a total estimated cost of \$903.7 million.⁷¹ Duke Ohio states that the Duke Ohio CRAF Agreement does not include any Do No Harm Facilities but does include two MTEP PJM Facilities: (1) replacing existing double-circuit 138 kV structures on the Greendale-Miami Fort 138 kV line at an estimated cost of \$3,100,000; and (2) adding a 138 kV line position in an existing bus and replacing substation bus and equipment at an estimated cost of \$2,200,000, for a total estimated cost of \$5.3 million.⁷²

35. MISO states that its MVPs are generally subject to a “variance analysis,” as set forth in section IX of Attachment FF of the MISO Tariff. MISO explains its variance analysis contains Commission-approved mechanisms and procedures to address various post-designation events, such as substantial increases in baseline cost estimates, schedule delays, inability to construct facilities, and other similar contingencies while including prescribed “outcomes,” such as no action, mitigation plans, reassignment, or project cancellation. However, MISO states that the variance analysis does not apply to non-MISO TOs or developers. MISO explains that, because the MTEP PJM Facilities were specifically included in MTEP 24 as Tranche 2.1 facilities, MISO and the parties have agreed to include in the CRAF Agreements a variance analysis procedure with respect

⁶⁹ ComEd Filing, Transmittal at 15-16; Duke Ohio Filing, Transmittal at 9 (citing *Midwest Indep. Transmission Sys. Operator, Inc.*, Transmittal, Docket No. ER13-187-003, at 29 (filed July 22, 2013)).

⁷⁰ ComEd Filing, Transmittal at 15-16; Duke Ohio Filing, Transmittal at 9 (citing *Midwest Indep. Transmission Sys. Operator, Inc.*, 147 FERC ¶ 61,127, at P 404 (2014)).

⁷¹ ComEd Filing, Transmittal at attach. 1 (stating that the Do No Harm Facilities include replacing line equipment, mitigating sag limits, and adding equipment and coordination to support Tranche 2.1 interconnections).

⁷² Duke Ohio Filing, Transmittal at attach. 1.

to these projects.⁷³ MISO states that the Do No Harm Facilities are not part of the variance analysis process because they are governed by the terms of the PJM Tariff and were identified by PJM and ComEd under that process.⁷⁴

36. According to MISO, the two CRAF Agreements include certain negotiated requirements for the abandonment of the MISO-Requested Facilities. Specifically, MISO states that, if the MISO-Requested Facilities are abandoned for reasons outside of ComEd's or Duke Ohio's control, MISO will be responsible for prudently incurred abandonment costs. MISO adds that the CRAF Agreements further provide that MISO will fund the abandonment costs by collecting them from MISO market participants pursuant to Attachment FF and Schedule 26-J of the MISO Tariff.⁷⁵

37. MISO also explains how existing agreements relate to the CRAF Agreements. MISO states that MISO and PJM agreed that the subject matter of the CRAF Agreements and the parties' rights and obligations thereunder are not within the scope of the MISO-PJM JOA and that nothing in the CRAF Agreements amends or modifies the MISO-PJM JOA.⁷⁶ MISO contends that the relevant CRAF Agreement provisions are just and reasonable because the transmission needs for the MISO-Requested Facilities were identified through MISO's LRTP initiative and not through joint studies conducted by MISO and PJM under the MISO-PJM JOA. MISO also states that the CRAF Agreements provide that ComEd and Duke Ohio will own and be responsible for the ongoing operation and maintenance of the MISO-Requested Facilities to the extent such responsibilities are consistent with their responsibilities under the PJM Consolidated Transmission Owners Agreement.⁷⁷

38. MISO requests an effective date of June 1, 2026 for the CRAF Agreements.

III. Notices and Responsive Pleadings

39. Notice of the MISO Tariff Revisions Filing in Docket No. ER26-1538-000 was published in the *Federal Register*, 91 Fed. Reg. 10595 (Mar. 4, 2026), with interventions

⁷³ MISO-ComEd CRAF Agreement Filing, Transmittal at 18; *see also* CRAF Agreements § 3.2.2; attach. 3 § E.

⁷⁴ MISO-ComEd CRAF Agreement Filing, Transmittal at 19.

⁷⁵ *See, e.g., id.*

⁷⁶ *See, e.g., id.* at 21 (citing CRAF Agreements, § 8.1).

⁷⁷ *See, e.g.,* MISO-ComEd CRAF Agreement Filing, Transmittal at 21 (citing CRAF Agreements, § 7.1).

and protests due on or before March 20, 2026. On March 2, 2026, an errata notice was issued amending the comment period to March 30, 2026.

40. Notices of intervention in Docket No. ER26-1538-000 were filed by the Arkansas Public Service Commission; the Louisiana Public Service Commission; and the Organization of MISO States, Inc.

41. Timely motions to intervene in Docket No. ER26-1538-000 were filed by: Advanced Energy United; Alliant Energy Corporate Services, Inc. (Alliant Energy); Ameren Services Company;⁷⁸ American Electric Power Service Corporation (AEP);⁷⁹ American Municipal Power, Inc. (AMP); Coalition of MISO Transmission Customers; Cooperative Energy; the Council of the City of New Orleans, Louisiana; Duke Energy Business Services LLC, on behalf of Duke Energy Indiana, LLC (Duke Indiana); Duke Energy Corporation, on behalf of Duke Ohio; Electricity Transmission Competition Coalition (Competition Coalition) and Industrial Energy Consumers of America (IECA); Entergy Services, LLC (Entergy Services);⁸⁰ Exelon Corporation; FirstEnergy Service Company;⁸¹ LS Power Midcontinent, LLC (LS Power); Midwest Large Energy Consumers; NextEra Energy Transmission, LLC; PJM; PPL Services Corporation;⁸² Protesting MISO TOs;⁸³ Republic Transmission; and WPPI Energy (WPPI).

⁷⁸ Ameren Services Company filed on behalf of Ameren Illinois Company, Ameren Transmission Company of Illinois, and Union Electric Company (collectively, Ameren).

⁷⁹ AEP filed on behalf of AEP Indiana Michigan Transmission Company, Inc. and Indiana Michigan Power Company.

⁸⁰ Entergy Services filed on behalf of Entergy Arkansas, LLC; Entergy Louisiana, LLC; Entergy Mississippi, LLC; Entergy New Orleans, LLC; and Entergy Texas, Inc. (collectively, Entergy).

⁸¹ FirstEnergy filed on behalf of American Transmission Systems, Incorporated (American Transmission Systems).

⁸² PPL Services Corporation filed on behalf of PPL Electric Utilities Corporation and PPL TransLink, Inc.

⁸³ Protesting MISO TOs include: Ameren; American Transmission Company LLC; Big Rivers Electric Corporation; Central Minnesota Municipal Power Agency; Citizens Electric Corporation; City Water, Light & Power (Springfield, IL); Cleco Power LLC; Cooperative Energy; Dairyland Power Cooperative; East Texas Electric Cooperative; Entergy; Great River Energy; GridLiance Heartland LLC; Hoosier Energy Rural Electric Cooperative, Inc.; Indiana Municipal Power Agency; Indianapolis Power

42. Notice of the MISO-ComEd CRAF Agreement Filing in Docket No. ER26-1676-000 was published in the *Federal Register*, 91 Fed. Reg. 12186 (Mar. 12, 2026), with interventions and protests due on or before March 30, 2026.

43. Timely motions to intervene in Docket No. ER26-1676-000 were filed by: AEP; Alliant Energy; Ameren; AMP; Duke Energy Business Services, LLC, on behalf of Duke Indiana; Entergy; Exelon Corporation; LS Power; PJM; Protesting MISO TOs; Republic Transmission; and WPPI.

44. Notice of the ComEd Filing in Docket No. ER26-1683-000 was published in the *Federal Register*, 91 Fed. Reg. 12411 (Mar. 13, 2026), with interventions and protests due on or before March 30, 2026.

45. Timely motions to intervene in Docket No. ER26-1683-000 were filed by: AEP; Ameren; MISO; and PJM.

46. Notice of the MISO-Duke Ohio CRAF Agreement Filing in Docket No. ER26-1761-000 was published in the *Federal Register*, 91 Fed. Reg. 13021 (Mar. 18, 2026), with interventions and protests due on or before April 3, 2026.

47. Timely motions to intervene in Docket No. ER26-1761-000 were filed by: AEP; Alliant Energy; Ameren; AMP; Duke Energy Corporation, on behalf of Duke Ohio; Entergy; Monitoring Analytics, the Independent Market Monitor for PJM (PJM IMM); PJM; and Protesting MISO TOs.

48. Notice of the Duke Ohio Filing in Docket No. ER26-1765-000 was published in the *Federal Register*, 91 Fed. Reg. 13021 (Mar. 18, 2026), with interventions and protests due on or before April 3, 2026.

& 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); Missouri River Energy Services; 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.; Republic Transmission, LLC (Republic Transmission); 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.

49. Timely motions to intervene in Docket No. ER26-1765-000 were filed by: AEP; Ameren; MISO; PJM; and PJM IMM.

50. Notice of the PJM-ComEd Concurrence Filing in Docket No. ER26-1804-000 was published in the *Federal Register*, 91 Fed. Reg. 13602 (Mar. 20, 2026), with interventions and protests due on or before April 6, 2026.

51. Timely motions to intervene in Docket No. ER26-1804-000 were filed by: Ameren; Exelon Corporation; PJM IMM; and Rockland Electric Company.

52. Notice of the PJM-Duke Ohio Concurrence Filing in Docket No. ER26-1851-000 was published in the *Federal Register*, 91 Fed. Reg. 13840 (Mar. 23, 2026), with interventions and protests due on or before April 8, 2026.

53. Timely motions to intervene in Docket No. ER26-1851-000 were filed by Ameren and Rockland Electric Company.

54. Advanced Energy United filed comments in Docket No. ER26-1538-000. Competition Coalition and IECA jointly filed a protest in Docket No. ER26-1538-000. Entergy filed comments in Docket Nos. ER26-1538-000, ER26-1676-000, and ER26-1761-000. Protesting MISO TOs filed a limited protest in Docket Nos. ER26-1538-000, ER26-1676-000, and ER26-1761-000.

55. On April 14, 2026, WPPI filed an answer to certain of the protests (WPPI Answer). On May 1, 2026, MISO filed an answer to certain of the protests (MISO Answer). On May 7, 2026, American Transmission Systems, ComEd, Duke Ohio, Indiana Michigan Power Company, and AEP Indiana Michigan Transmission Company, Inc. (together, the CRAF TOs) filed an answer to certain of the protests (CRAF TOs Answer). On May 14, 2026, WPPI filed an answer to certain of the answers (WPPI Answer to Answers). On May 18, 2026, Competition Coalition and IECA filed an answer to certain of the answers (Competition Coalition and IECA Answer).

56. On May 22, 2026, Deficiency Letters were issued in all of the dockets to request additional information.⁸⁴

57. On June 17, 2026, ComEd filed a Deficiency Response in Docket No. ER26-1683-001. On June 22, 2026, MISO filed Deficiency Responses in Docket Nos. ER26-1538-001, ER26-1676-001, and ER26-1761-001. On June 22, 2026, Duke Ohio filed Deficiency Responses in Docket Nos. ER26-1765-001 and ER26-1851-001. On June 22,

⁸⁴ Specifically, Deficiency Letters were issued in Docket No. ER26-1538-000; Docket No. ER26-1676-000; Docket No. ER26-1761-000; Docket Nos. ER26-1683-000 and ER26-1804-000; and Docket Nos. ER26-1765-000 and ER26-1851-000.

2026, PJM filed Deficiency Responses in Docket Nos. ER26-1804-001 and ER26-1851-001.

58. Notice of the Deficiency Response in Docket No. ER26-1538-001 was published in the *Federal Register*, 91 Fed. Reg. 38415 (June 25, 2026), with interventions and protests due on or before July 13, 2026. Notice of the Deficiency Response in Docket No. ER26-1676-001 was published in the *Federal Register*, 91 Fed. Reg. 38700 (June 26, 2026), with interventions and protests due on or before July 13, 2026. Notice of the Deficiency Response in Docket No. ER26-1683-001 was published in the *Federal Register*, 91 Fed. Reg. 37978 (June 24, 2026), with interventions and protests due on or before July 8, 2026. Notice of the Deficiency Response in Docket No. ER26-1761-001 was published in the *Federal Register*, 91 Fed. Reg. 38700 (June 26, 2026), with interventions and protests due on or before July 13, 2026. Notice of the Deficiency Response in Docket No. ER26-1765-001 was published in the *Federal Register*, 91 Fed. Reg. 38415 (June 25, 2026), with interventions and protests due on or before July 13, 2026. Notice of the Deficiency Response in Docket No. ER26-1804-001 was published in the *Federal Register*, 91 Fed. Reg. 38700 (June 26, 2026), with interventions and protests due on or before July 13, 2026. Notice of the Deficiency Response in Docket No. ER26-1851-001 was published in the *Federal Register*, 91 Fed. Reg. 38700 (June 26, 2026), with interventions and protests due on or before July 13, 2026.

59. Competition Coalition and IECA jointly filed a protest in Docket No. ER26-1538-001.

A. Comments and Protests

60. Advanced Energy United states that it takes no position on whether the proposed revisions to the MISO Tariff are just and reasonable, but avers that the proposal underscores the limits of a transmission planning process that involves only one transmission planning region. Advanced Energy United contends that the use of different study processes for the MTEP PJM Facilities and the Do No Harm Facilities suggests that the transmission projects that have been identified may not be the most efficient or cost-effective solutions for MISO's or PJM's needs. Advanced Energy United lists three concerns: (1) MISO's and PJM's respective regional transmission planning processes may be leading to underinvestment in transmission along their seams, because neither RTO process includes consideration of the other RTO's needs along the seam; (2) transmission facilities that could benefit both RTOs are not considered, only the benefit or relative efficiency of that RTO's solution; and (3) MISO ratepayers may be overpaying for the MTEP PJM Facilities because, under MISO's proposal, these "external" facilities are shielded from the Competitive Developer Selection Process,

which Advanced Energy United notes has been recognized by the Commission as inducing cost-savings and efficiency.⁸⁵

61. Competition Coalition and IECA argue that the proposed revisions to the MISO Tariff should be rejected with prejudice because the proposed direct contractual assignment of the MISO-Requested Facilities violates the existing MISO Tariff, the MISO-PJM JOA, the PJM Operating Agreement's definition of Supplemental Projects, and Order No. 1000.⁸⁶ Competition Coalition and IECA also argue that the Commission cannot evaluate whether the proposed revisions to the MISO Tariff are just and reasonable without the CRAF Agreements between MISO and PJM being submitted or consolidated with this docket.⁸⁷

1. Cost Allocation and Recovery Method

62. Entergy requests that MISO confirm and the Commission expressly find that: (1) MISO South will not be allocated any costs associated with the MISO-Requested Facilities, and (2) that MISO will need to submit a new FPA section 205 filing if it wishes to extend the framework to MISO South.⁸⁸

63. Protesting MISO TOs also request that MISO clarify that a reference in the CRAF Agreements to "the MISO Payment Obligation under sections 4.2 and 4.3 of the Agreement" refers only to amounts MISO collects from MISO customers under proposed Schedule 26-J.⁸⁹

2. Competitive Developer Selection Process

64. Competition Coalition and IECA assert that the MISO Tariff establishes competition as the default standard for selecting transmission developers for MVPs. Competition Coalition and IECA explain that the MISO Tariff defines Eligible Projects

⁸⁵ Advanced Energy United Comments at 4 (citing Order No. 1000, 136 FERC ¶ 66,051 at P 3; *Bldg. for the Future Through Elec. Reg'l Transmission Plan. & Cost Allocation*, Order No. 1920, 187 FERC ¶ 61,068, *order on reh'g & clarification*, Order No. 1920-A, 189 FERC ¶ 61,126 (2024), *order on reh'g & clarification*, Order No. 1920-B, 191 FERC ¶ 61,026 (2025)).

⁸⁶ Competition Coalition and IECA Protest at 2.

⁸⁷ *Id.* at 48.

⁸⁸ Entergy Comments at 2-5.

⁸⁹ Protesting MISO TOs Limited Protest at 6-7.

to include any MVPs approved by the MISO Board and provides that the Competitive Developer Selection Process shall apply to all facilities included in an Eligible Project, with certain exceptions.⁹⁰ Further, Competition Coalition and IECA argue that the proposed revisions to the MISO Tariff are an effort to revise the MISO Tariff after-the-fact, in order to excuse MISO's violation of the Tariff by not selecting transmission developers for the MTEP PJM Facilities through the Competitive Developer Selection Process.⁹¹ Competition Coalition and IECA argue that MISO's proposed revisions to the MISO Tariff have no limiting principle and would allow substantial volumes of transmission facilities whose costs are regionally allocated to bypass the Commission's competitive transmission development and interregional planning requirements under Order No. 1000.⁹² To this point, Competition Coalition and IECA argue that MISO's proposal includes no restrictions to the specific transmission facilities at issue in these proceedings, and nothing requires Commission review or approval of MISO's threshold determination that competition and interregional planning requirements should not apply.⁹³ Moreover, Competition Coalition and IECA warn that, under MISO's interpretation, any transmission project could be removed from the Competitive Developer Selection Process if MISO characterizes the project as not "located on the Transmission System."⁹⁴

65. Competition Coalition and IECA argue that MISO's claim that it is unable to apply its Competitive Developer Selection Process to the MTEP PJM Facilities due to the projects being outside of MISO is unsupported and a means to avoid competition. According to Competition Coalition and IECA, the MISO Tariff provides MISO with the authority to apply the Competitive Developer Selection Process to the MTEP PJM Facilities. Competition Coalition and IECA argue that MISO has not provided any substantial electrical or reliability basis to conclude that the MTEP PJM Facilities are actually located in the PJM region, rather than the MISO region, and that what is considered "located in" the MISO region is constantly changing due to the nature of transmission facility additions and TOs leaving or joining MISO.⁹⁵ Competition Coalition and IECA also argue that applying the Competitive Developer Selection Process to the MTEP PJM Facilities would have made such facilities part of the MISO

⁹⁰ Competition Coalition and IECA Protest at 25.

⁹¹ *Id.* at 1.

⁹² *Id.* at 4-5, 16.

⁹³ *Id.* at 5.

⁹⁴ *Id.* at 37-38.

⁹⁵ *Id.* at 34.

region. Competition Coalition and IECA argue that MISO cannot both approve transmission projects through its regional transmission planning process that it claims are located in another region (without invoking interregional evaluation) and simultaneously claim that the MISO Tariff does not permit it to implement those same projects through its established regional processes.

66. Competition Coalition and IECA state that the Commission in Order No. 1000-A explained that “any regional allocation of the cost of a new transmission facility outside a single transmission provider’s retail distribution service territory or footprint . . . is an application of the regional cost allocation method and that new transmission facility is not a local transmission facility.”⁹⁶ Competition Coalition and IECA explain that the Commission further held that “if any costs of a new transmission facility are allocated regionally or outside of a public utility transmission provider’s retail distribution service territory or footprint, then there can be no federal right-of-first-refusal associated with such transmission facility.”⁹⁷ Competition Coalition and IECA argue that, because the costs of the MTEP PJM Facilities are regionally allocated across MISO, these transmission projects cannot, as a matter of Commission policy and regulations, be subject to any federal right-of-first-refusal, and that allowing MISO to directly assign these projects through bilateral agreements would undermine the Commission’s reforms in Order No. 1000.

67. Competition Coalition and IECA further contend that MISO’s proposal undermines market-based solutions and therefore directly harms consumers and affordability.⁹⁸ Competition Coalition and IECA state that, by foreclosing competition entirely, MISO ensures that ratepayers bear higher capital costs, have greater execution risk, and are given reduced transparency into project pricing and performance. Competition Coalition and IECA assert that, as a result, MISO customers will be denied the cost savings that would naturally flow from competitive bidding.

68. Competition Coalition and IECA assert that the Commission has made clear that regional transmission planning is related to “expansion” of the transmission system.⁹⁹

⁹⁶ *Id.* at 20 (citing Order No. 1000-A, 139 FERC ¶ 61,132 at P 424).

⁹⁷ *Id.* at 21 (citing Order No. 1000-A, 139 FERC ¶ 61,132 at P 430).

⁹⁸ *Id.* at 6-8.

⁹⁹ *Id.* at 20 (citing *Preventing Undue Discrimination & Preference in Transmission Serv.*, Order No. 890, 118 FERC ¶ 61,119, at P 444, *order on reh’g*, Order No. 890-A, 121 FERC ¶ 61,297 (2007), *order on reh’g*, Order No. 890-B, 123 FERC ¶ 61,299 (2008), *order on reh’g*, Order No. 890-C, 126 FERC ¶ 61,228, *order on clarification*, Order No. 890-D, 129 FERC ¶ 61,126 (2009)).

They assert that MISO is not restricted to planning solely to the existing footprint limits of its existing transmission system, noting that other independent system operators make no such geographic limit assertions. For example, Competition Coalition and IECA note that California Independent System Operator Corporation (CAISO) planned new transmission facilities outside its existing footprint and selected a transmission developer through CAISO's competitive selection process to facilitate that project, expanding CAISO's footprint into Nevada.¹⁰⁰

3. Supplemental Projects

69. Additionally, Competition Coalition and IECA assert that the MTEP PJM Facilities are not Supplemental Projects as defined in the PJM Operating Agreement. According to Competition Coalition and IECA, the Supplemental Project category in PJM was created by PJM in 2008 to address TO planning criteria.¹⁰¹ Competition Coalition and IECA contend that MISO-planned transmission projects have nothing to do with PJM TO planning standards and criteria, and Attachment M-3 of the PJM Tariff does not contemplate its use to advance transmission projects to support regional transmission planning needs of neighboring RTOs.¹⁰² Competition Coalition and IECA contend that MISO points to no precedent that the definition of Supplemental Projects is broad enough to encompass transmission projects that are planned by MISO, exclusively under MISO planning criteria, and whose costs are regionally allocated in MISO. Further, Competition Coalition and IECA assert that, if the MTEP PJM Facilities were Supplemental Projects as defined by the PJM Operating Agreement, Commission precedent requires that costs be allocated exclusively to the pricing zone of the PJM TO developing the transmission project.¹⁰³

¹⁰⁰ *Id.* (citing CAISO, *ISO 2013-2014 Transmission Planning Process Supplemental Assessment: Harry Allen-Eldorado 500 kV Transmission Project Economic Need*, (Dec. 15, 2014), https://www.caiso.com/Documents/HarryAllen-EldoradoProjectAnalysisReport_AppendixA.pdf).

¹⁰¹ *Id.* at 29 (citing PJM Compliance Filing to Comply with Order No. 890 OATT Requirements, Docket OA08-32-000, at 35-36 (filed Dec. 7, 2007) (PJM Order No. 890 Compliance Filing)).

¹⁰² *Id.* at 47.

¹⁰³ *Id.* at 35 (citing Order No. 1000-A, 139 FERC ¶ 61,132 at P 430).

4. Interregional Transmission Coordination and the MISO-PJM JOA

70. Protesting MISO TOs state that the MISO Tariff revisions and the CRAF Agreements do not address use rights or the allocation of Firm Flow Entitlements on the MISO-Requested Facilities. According to Protesting MISO TOs, MISO ratepayers will fund the transmission facilities but have no assurance that they will be entitled to use them.¹⁰⁴ Protesting MISO TOs claim that the MISO-PJM JOA addresses such issues but note that the CRAF Agreements expressly state that the MISO-PJM JOA does not govern the rights and obligations under the CRAF Agreements. Thus, Protesting MISO TOs request that the Commission direct MISO to provide assurance that MISO will address the allocation of Firm Flow Entitlements and use rights for the MISO customers who fund the facilities, consistent with the rights set forth in the MISO-PJM JOA, and that MISO follow the MISO Transmission Owners Agreement when negotiating the rights in the MISO-PJM JOA.¹⁰⁵

71. Competition Coalition and IECA contend that, if MISO is correct about the limitations of its regional transmission planning process due to the MTEP PJM Facilities extending outside of the MISO region, then the MISO-Requested Facilities are interregional transmission projects and should be treated as such. Competition Coalition and IECA explain that Order No. 1000 defines an interregional transmission facility as “a transmission facility that is located in two or more transmission planning regions.”¹⁰⁶ Competition Coalition and IECA argue that MISO’s Commission-approved interregional process with PJM would apply, specifically through the MISO-PJM JOA. Competition Coalition and IECA argue that MISO fails to explain whether MISO and PJM met the requirements of Order No. 1000 to jointly evaluate the projects as interregional transmission projects given MISO’s claim that the overall project is located in both regions. Competition Coalition and IECA assert that, without the evaluation mandated by Order No. 1000 for transmission projects located in both regions, MISO cannot establish that the MTEP PJM Facilities are the more efficient or cost-effective

¹⁰⁴ Protesting MISO TOs Limited Protest at 3-5.

¹⁰⁵ *Id.* at 5 (citing MISO Rate Schedules, Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation, (30.0.0)).

¹⁰⁶ Competition Coalition and IECA Protest at 44 (quoting Order No. 1000, 136 FERC ¶ 61,051 at P 482 n.374).

interregional transmission facilities to address regional transmission needs in both regions.¹⁰⁷

B. Answers

72. As detailed below, several parties respond to the issues of the proposed cost allocation for the MISO-Requested Facilities, the applicability of MISO's Competitive Developer Selection Process to the MTEP PJM Facilities, the categorization of the MISO-Requested Facilities as Supplemental Projects under the PJM Tariff, and Firm Flow Entitlements for the MISO-Requested Facilities under the MISO-PJM JOA.

73. MISO contends that, despite the protests, no party disputes the evidence it submitted demonstrating that Tranche 2.1 is critical to addressing MISO's urgent reliability and other needs and that the MISO-Requested Facilities are required to fully realize the Tranche 2.1 portfolio's promise.¹⁰⁸ MISO reiterates that its proposed revisions to the MISO Tariff and the CRAF Agreements are just and reasonable because they are consistent with the cost causation principle, the applicable tariffs, and Order No. 1000's requirements. In response to Competition Coalition and IECA's argument that the Commission cannot evaluate whether the proposed MISO Tariff revisions are just and reasonable without the CRAF Agreements being submitted or consolidated with the MISO Tariff revisions proceeding, MISO argues that there is no need for consolidation and that the justness and reasonableness of the proposed MISO Tariff revisions do not depend on the CRAF Agreements. MISO states that the Tariff revisions provide a general mechanism to establish "the cost recovery and revenue distribution for [MVP] and associated network upgrades applicable to the Midwest MVP Cost Allocation Subregion to be constructed outside of the MISO region" and that nothing in the CRAF Agreements modifies that mechanism.¹⁰⁹ MISO further contends that Competition Coalition and IECA do not challenge the cost recovery procedures proposed in Schedule 26-J and, to the extent the protesting parties have concerns about specific provisions in individual CRAF Agreements, those concerns should be raised in the appropriate CRAF proceedings.¹¹⁰

¹⁰⁷ *Id.* at 44-45.

¹⁰⁸ MISO Answer at 6.

¹⁰⁹ *Id.* at 24 (citing MISO Tariff, Proposed Schedule 26-J (31.0.0), § I (Cost Recovery for Multi-Value Projects and Associated Network Upgrades Applicable to the Midwest MVP Cost Allocation Subregion Constructed Outside of the MISO Region)).

¹¹⁰ *Id.*

74. MISO states that, while its transmission planning studies identified the MTEP PJM Facilities, it has no authority to plan transmission projects in PJM or require their construction. Rather, MISO explains that the CRAF Agreements reflect voluntary arrangements among itself, PJM, and the PJM TOs to ensure that the MISO-Requested Facilities are built.¹¹¹ MISO asserts that the coordination process it undertook with respect to the MISO-Requested Facilities and the resulting CRAF Agreements are consistent with the requirements in MISO's transmission planning process to coordinate with PJM and the PJM TOs if a proposed MVP or MVP portfolio results in reliability impacts in PJM.¹¹²

75. In response to Entergy's clarification request, MISO explains that proposed Schedule 26-J expressly limits its application to the MISO Midwest Subregion and, accordingly, the costs associated with the MISO-Requested Facilities will be allocated solely to the MISO Midwest Subregion. MISO adds that any allocation of costs to the MISO South Subregion will require a section 205 filing.¹¹³

1. Cost Allocation and Recovery Method

76. WPPI shares the concerns expressed by Advanced Energy United, noting that a lack of a clear coordinated process to plan and develop Non-MISO Facilities, like the MISO-Requested Facilities, may result in transmission facilities that are not the most efficient or cost-effective transmission solutions. As an example, WPPI argues that an approximately 100-mile, 765 kV line crossing Wisconsin and Illinois (IL/WI State Line) in the ComEd CRAF Agreement is approximately 33 miles longer than a more direct route and results in approximately \$200 million in extra costs.¹¹⁴ WPPI contends that ComEd expressed interest in the chosen route, which could facilitate a future 765 kV interconnection benefiting ComEd and PJM. WPPI contends that, under MISO's proposal, the incremental costs of routing the line in this manner would be allocated entirely to MISO customers, and MISO has not demonstrated how MISO customers will benefit from the future expansion of the IL/WI State Line, further arguing that there is no reason to assume that MISO customers would benefit. Instead, WPPI contends that PJM customers are likely to benefit.¹¹⁵ WPPI argues that, despite the IL/WI State Line

¹¹¹ *Id.* at 12.

¹¹² *Id.* (citing MISO Tariff, attach. FF (94.0.0), § I.E (Interregional Coordination and Cost Allocation)).

¹¹³ *Id.* at 23-24.

¹¹⁴ WPPI Answer at 14-15.

¹¹⁵ *Id.* at 15-16; WPPI Answer to Answers at 6-7.

spanning two regions, MISO has not demonstrated that the project was jointly evaluated in a manner consistent with Order No. 1000's interregional planning requirements.¹¹⁶ WPPI further contends that the CRAF TOs, which include ComEd, do not address these issues.¹¹⁷

77. In response to an argument from WPPI suggesting that the route for the IL/WI State Line is not the most direct one and would result in excessive costs to MISO customers, MISO states that WPPI overlooks that the routing shown on the LRTP Tranche 2.1 maps is indicative, with final routing decisions to occur through the applicable state permitting processes.¹¹⁸ MISO states that the route does indicate at a high-level that, due to the population density of the Chicago metropolitan area and future transmission system expansion flexibility, a route further to the west may have a higher likelihood of success attaining the required routing permits. MISO notes that all MTEP PJM Facilities, including the IL/WI State Line project, are subject to a variance analysis process that addresses further review for material cost increases over the baseline cost estimate at approval.¹¹⁹

78. WPPI argues that MISO's concession that "future transmission system expansion flexibility" may be an important final routing consideration is exactly the concern WPPI raised, in that MISO customers will be responsible for 100% of the additional costs of routing the line in a way that provides future transmission benefits to others.¹²⁰ WPPI reasserts that any future interconnection at ComEd's existing Byron 345 kV substation would principally benefit ComEd's system and potentially PJM customers—not MISO customers.¹²¹ WPPI further argues that MISO is wrong to claim that the state permitting process eliminates the need to ensure that MISO customers are allocated costs in a manner that complies with the Commission's cost causation principles, as MISO does not show that the state permitting process will consider the relevant question of whether 100% cost allocation to MISO customers is roughly commensurate with benefits to MISO customers.¹²² Finally, WPPI states that the variance analysis under the CRAF

¹¹⁶ WPPI Answer at 7.

¹¹⁷ WPPI Answer to Answers at 5.

¹¹⁸ MISO Answer at 21.

¹¹⁹ *Id.* at 21-22.

¹²⁰ WPPI Answer to Answers at 6 (quoting MISO Answer at 21-22).

¹²¹ *Id.* at 7.

¹²² *Id.*

Agreements lacks any provisions that specifically address cost allocation or ensure compliance with the cost causation principle and that MISO does not show that these variance analysis processes address the problems identified by WPPI and others.¹²³

79. WPPI contends that MISO's proposal lacks any limiting principle or details to define what transmission facilities can be built by PJM TOs and subject to cost recovery under the proposed Schedule 26-J. WPPI specifies that Schedule 26-J does not include any requirements or details about how MISO will determine that a PJM TO will be selected to build a transmission facility paid for by MISO customers. WPPI asserts that MISO's proposal lacks provisions to evaluate any benefits of such facilities to PJM and relatedly require PJM customers to provide funding commensurate with those potential benefits.¹²⁴

80. WPPI further argues that MISO has not demonstrated that the Do No Harm Facilities benefit MISO, nor that PJM customers receive no benefits, such that the proposed cost allocation solely to customers in MISO's Midwest Subregion is reasonable. WPPI further argues that there is no incentive for PJM TOs to ensure costs are minimized. To this point, WPPI highlights that MISO did not study the Do No Harm Facilities.¹²⁵

81. MISO responds to Competition Coalition and IECA's protest regarding cost allocation by asserting that Order No. 1000, in Cost Allocation Principle 4, requires MISO to:

[I]dentify consequences for other transmission planning regions, such as upgrades that may be required in another region and, if the original region agrees to bear costs associated with such upgrades, then the original region's [MISO's] cost allocation method or methods must include provisions for allocating the costs of the upgrades among the beneficiaries in the original region.¹²⁶

MISO and the CRAF TOs explain that, in implementing this cost allocation principle on compliance with Order No. 1000, MISO explained that it may enter into "an agreement with another transmission planning region regarding funding of upgrades required in one

¹²³ *Id.* at 8.

¹²⁴ WPPI Answer at 9; WPPI Answer to Answers at 3.

¹²⁵ WPPI Answer at 12-13.

¹²⁶ MISO Answer at 13 (quoting Order No. 1000, 136 FERC ¶ 61,051 at P 657).

planning region necessitated by projects approved in the other planning region . . . which may in some instances require payment for upgrades in neighboring planning regions.”¹²⁷ MISO and the CRAF TOs further explain that the Commission accepted MISO’s compliance filing in this respect, finding that it had addressed whether, and under what circumstances, MISO customers will bear the cost of required upgrades in another transmission planning region.¹²⁸

82. MISO asserts that the situation described in its Order No. 1000 compliance filing is precisely what the proposed revisions to the MISO Tariff and the CRAF Agreements are designed to accomplish, and the CRAF TOs assert that the CRAF Agreements are consistent with Order No. 1000.¹²⁹ MISO states that it identified the consequences of Tranche 2.1 on the PJM region, and the PJM TOs agreed to enter voluntary agreements for the MISO-Requested Facilities through which MISO customers will bear the associated costs. MISO further contends that, absent these arrangements, the MISO-Requested Facilities will not be built in PJM, which is the reason the Commission’s acceptance of the MISO Tariff revisions without hearing, condition, or modification is a condition precedent to the effectiveness of the CRAF Agreements.¹³⁰

83. In response to WPPI’s argument that the facilities that MISO did not study through MISO’s transmission planning process cannot be presumed to provide benefits commensurate with the costs MISO seeks to assign to its customers, MISO argues that, consistent with applicable MISO Tariff requirements relating to its regional transmission planning process, the costs of the MTEP PJM Facilities were determined to be roughly commensurate with the benefits they will provide to the MISO Midwest Subregion. MISO states that, in addition, MISO included a variance analysis procedure in all CRAF Agreements that include MTEP PJM Facilities, which is based on the variance analysis process in the MISO Tariff that applies to all MVPs in MISO. MISO argues that this procedure provides adequate cost protection for MISO customers and, accordingly, WPPI is incorrect when it states that PJM and the PJM TOs do not have any incentive to minimize costs that will be recovered from MISO customers.¹³¹

¹²⁷ *Id.* (citing *Midwest Indep. Transmission Sys. Operator, Inc.*, Transmittal, Docket No. ER13-187-003, at 29 (filed July 22, 2013)); CRAF TOs Answer at 6.

¹²⁸ MISO Answer at 13; CRAF TOs Answer at 6-7.

¹²⁹ MISO Answer at 13-14; CRAF TOs Answer at 6-7.

¹³⁰ MISO Answer at 14.

¹³¹ *Id.* at 20-21.

84. MISO contends that, to the extent that WPPI intended to limit its cost control arguments to the Do No Harm Facilities, those upgrades are needed to address reliability impacts from LRTP Tranche 2.1 facilities on PJM's grid. MISO states that PJM's "do no harm" study is appropriately tailored to address such reliability impacts. MISO adds that, similar to MISO, PJM has a Commission-approved process to ensure transparency with respect to its TOs' rate templates and inputs, and WPPI and other interested entities are free to participate in those processes, as well as the Commission's formal challenge and complaint procedures.¹³²

85. In response to Protesting MISO TOs' request that MISO confirm that the obligation in the CRAF Agreements for MISO to remit to the PJM TOs all sums necessary to satisfy the MISO Payment Obligation refers exclusively to amounts MISO collects from MISO Tariff customers under the proposed Schedule 26-J, MISO states that it agrees with this clarification, subject to any remedies that MISO has under the MISO Tariff to recover any non-payments, as recognized in section 4.3.3 of the CRAF Agreements and the proposed revisions to Module A, article 7 of the MISO Tariff.¹³³

86. WPPI states that MISO is wrong to claim that the state permitting process eliminates the need to ensure that MISO customers are allocated costs in a manner that complies with the Commission's cost causation principles, as MISO cannot show that the state permitting process, or the PJM transmission planning and formula rate annual updates processes, will consider the relevant question of whether 100% cost allocation to MISO customers is roughly commensurate with benefits to MISO customers.¹³⁴ WPPI asserts that those processes are intended for different purposes.¹³⁵ Additionally, WPPI states that the variance analyses under the CRAF Agreements lack any provisions that specifically address cost allocation or ensure compliance with the cost causation principle and that MISO does not show that these variance analysis processes address the problems identified by WPPI and others.¹³⁶

87. WPPI adds that MISO does not contest that it did not study the Do No Harm Projects to determine whether it is consistent with the cost causation principle to allocate all of their costs to MISO. WPPI states that, instead, MISO points to other planning processes and formula rate annual updates in PJM that MISO customers "are free to

¹³² *Id.* at 21.

¹³³ *Id.* at 23.

¹³⁴ WPPI Answer to Answers at 7.

¹³⁵ *Id.*

¹³⁶ *Id.* at 8.

participate in.”¹³⁷ WPPI asserts that MISO does not show that these processes are required to consider impacts on MISO customers, or that there is anything in that process designed to identify and address whether costs allocated to MISO customers under CRAF Agreements are roughly commensurate with the benefits MISO customers will receive.¹³⁸

2. Competitive Developer Selection Process

88. WPPI argues that MISO has not explained how it determined that the MTEP PJM Facilities are not part of the MISO transmission system. WPPI states that MISO’s decision to consider the MISO-Requested Facilities as located on another transmission system is inconsistent with past practices and lacks justification. WPPI explains that LRTP Tranche 1 included a 345 kV line that was largely located outside of MISO’s transmission footprint and its members’ service territories, but MISO considered it as part of its transmission system and opened it to its Competitive Developer Selection Process.¹³⁹ WPPI asserts that, while MISO states that those transmission projects were interconnected to substations assigned to be built by MISO TOs, whereas here the facilities interconnect with existing PJM substations, MISO does not explain why that difference matters.¹⁴⁰

89. WPPI contends that the MISO Tariff contains no footprint-based or functional-control limitation on competition, reflecting MISO’s implementation of Order No. 1000’s requirement that transmission projects whose costs are regionally allocated not be subject to incumbent preferences.¹⁴¹ WPPI further argues that MISO’s decision not to apply its Competitive Developer Solicitation Process to the MISO-Requested Facilities further compounds cost causation concerns and suggests that the consumer protection measures facilitated by competition and required by Order No. 1000 are absent for the MISO-Requested Facilities.¹⁴² Similarly, Competition Coalition and IECA argue that allowing MISO to directly assign transmission projects whose costs are regionally allocated

¹³⁷ *Id.* at 6 (citing MISO Answer at 21).

¹³⁸ *Id.*

¹³⁹ WPPI Answer at 10; WPPI Answer to Answers at 4-5.

¹⁴⁰ WPPI Answer at 10; WPPI Answer to Answers at 4-5.

¹⁴¹ WPPI Answer at 5 (citing Order No. 1000, 136 FERC ¶ 61,051 at PP 253, 286, 313).

¹⁴² *Id.* at 11-12.

through bilateral agreements would undermine the Commission's reforms and reintroduce the very preferences that Order No. 1000 was designed to eliminate.

90. MISO disputes that its proposal creates an exemption from competition with no limiting principle. MISO states that every MTEP includes hundreds of transmission projects that expand the existing transmission system once those planned facilities are constructed and placed under MISO's functional control. In response to Competition Coalition and IECA's argument that MISO is seeking an exemption of Order No. 1000's requirements to apply competition, MISO contends that Competition Coalition and IECA misinterpret Order No. 1000 and the MISO Tariff. MISO asserts that its proposed revisions to Attachment FF clarify that MISO cannot apply its Competitive Developer Selection Process to another transmission provider's region.¹⁴³ MISO submits that, far from creating a broad new exemption category, the proposed MISO Tariff revisions address a narrow circumstance that arose in the context of Tranche 2.1. MISO states that the MISO Tariff requires MISO to plan MVPs on a portfolio basis, and MISO transmission planners determined that for Tranche 2.1 to fully meet its purpose, it must include, among its 300-plus facilities spread across the MISO Midwest Subregion, several tie-lines and substations in the PJM region. MISO states that the need for such tie-lines is not surprising, as they would strengthen the proposed 765 kV backbone that lies at the core of Tranche 2.1 by interconnecting it with PJM's existing 765 kV facilities. MISO further states that, upon consulting with PJM, MISO determined that the portions of the tie-line facilities interconnecting with existing substations operated by PJM transmission operators should be owned and operated by PJM TOs.¹⁴⁴

91. MISO and the CRAF TOs assert that MISO does not have the authority to administer its Competitive Developer Selection Process for Non-MISO Facilities and that MISO has no authority to develop or direct PJM TOs to develop transmission projects in PJM.¹⁴⁵ MISO states that, while it may have identified the MISO-Requested Facilities, that does not mean that it had the authority to require their construction or impose any obligation on the PJM TOs to build them.¹⁴⁶

92. Competition Coalition and IECA argue that MISO's decision not to apply competition to the MTEP PJM Facilities violated the existing MISO Tariff, and MISO's after-the-fact section 205 filing to allow it to rectify a violation of the MISO Tariff has

¹⁴³ MISO Answer at 10-11.

¹⁴⁴ *Id.* at 11.

¹⁴⁵ *Id.* at 11-12; CRAF TOs Answer at 7.

¹⁴⁶ MISO Answer at 11-12.

not been demonstrated to be just and reasonable.¹⁴⁷ Competition Coalition and IECA further argue that MISO's filing is an unsupported request for waiver of the existing MISO Tariff and the requirements of Order No. 1000.

93. Competition Coalition and IECA assert that MISO and the CRAF TOs fail to support MISO's premise that the existing MISO Tariff and Order No. 1000 do not apply because the MTEP PJM Facilities are "located outside the MISO region," as MISO provides no justification in its answer for its circumvention of Order No. 1000.¹⁴⁸ Competition Coalition and IECA state that the MTEP PJM Facilities were definitively selected in a regional transmission plan for purposes of cost allocation and are therefore subject to Order No. 1000's competition requirements and that the existing MISO Tariff mandates that result.¹⁴⁹

94. Competition Coalition and IECA assert that the MTEP PJM Facilities cannot, as a matter of Commission policy and regulations, be subject to any incumbent preference—whether exercised by MISO TOs or by MISO interpreting the PJM Tariff to grant PJM TOs a preference.¹⁵⁰ Competition Coalition and IECA state that, without providing any basis grounded in the MISO Tariff, MISO contends that it may declare that a transmission facility is needed in another transmission provider's footprint.¹⁵¹

95. Competition Coalition and IECA state that, regardless of how MISO characterizes the proposed contractual framework within the CRAF Agreements, the practical effect is to grant a de-facto right of first refusal to incumbent TOs for regionally planned transmission projects whose costs are regionally allocated.¹⁵²

96. Competition Coalition and IECA argue that, when MISO claims the CRAF Agreements were the "only" way to create an obligation for PJM TOs to build the MISO-Requested Facilities, MISO ignores applicable mandates in the MISO Tariff and Order No. 1000.¹⁵³ Competition Coalition and IECA argue that MISO can obligate

¹⁴⁷ Competition Coalition and IECA Answer at 3.

¹⁴⁸ *Id.* at 5 (quoting MISO Tariff Revisions Filing, Transmittal at 1).

¹⁴⁹ *Id.* at 6-7.

¹⁵⁰ *Id.* at 8.

¹⁵¹ *Id.*

¹⁵² *Id.* at 9.

¹⁵³ *Id.*

development of MTEP PJM Facilities through its Competitive Developer Selection Process and that nothing prevents the PJM TOs from competing for the projects.¹⁵⁴ Competition Coalition and IECA state that for the Do No Harm Projects that are claimed to be needed, transmission to transmission interconnection would address the obligation to build those facilities.¹⁵⁵

3. Supplemental Projects

97. MISO contends that Competition Coalition and IECA's argument against the use of the Supplemental Projects category relies on a definition of Supplemental Projects in the PJM Order No. 890 compliance filing rather than the definition contained in the PJM Operating Agreement.¹⁵⁶ MISO contends that the definition of Supplemental Projects in the PJM Operating Agreement is not as limiting as Competition Coalition and IECA contend. MISO and the CRAF TOs argue that the PJM Operating Agreement defines Supplemental Projects in the negative as transmission projects "not required for compliance with the following PJM criteria: system reliability, operational performance or economic criteria," and they contend that the definition provides a "catch all" for any transmission expansions or enhancements that are not planned to meet a PJM-identified need.¹⁵⁷ The CRAF TOs contend that this definition clearly and properly can be construed to include transmission projects such as the MISO-Requested Facilities that MISO has asked the CRAF TOs to build as part of the MISO Tranche 2.1 initiative.¹⁵⁸ MISO also contends that Competition Coalition and IECA are incorrect that Supplemental Projects are only for local transmission planning purposes because Supplemental Projects are described elsewhere to include transmission facilities constructed by a transmission owner for a public policy requirement identified or accepted by state(s) in PJM.¹⁵⁹ MISO adds that the MISO-PJM JOA does not offer an

¹⁵⁴ *Id.*

¹⁵⁵ *Id.* at 10.

¹⁵⁶ MISO Answer at 15.

¹⁵⁷ *Id.* at 14-15; CRAF TOs Answer at 4-5 (quoting PJM Operating Agreement, § 1, Definitions S-T (30.0.0) (Supplement Projects)).

¹⁵⁸ CRAF TOs Answer at 5.

¹⁵⁹ MISO Answer at 15-16 (citing PJM Tariff, Schedule 12, § (b)(xii) ("Transmission Facilities ... constructed by a Transmission Owner pursuant to a Public Policy Requirement ... shall be considered a Supplemental Project."); PJM Operating Agreement, Schedule 6, § 1.5.9 ("State governmental entities authorized by their respective states, individually or jointly, may agree voluntarily to be responsible for the allocation of all costs of a proposed transmission expansion or enhancement that

alternative because the MISO-Requested Facilities do not meet the criteria for any interregional transmission project category under that agreement.¹⁶⁰

98. MISO and the CRAF TOs contend that the Supplemental Project characterization does not control the cost allocation for the MISO-Requested Facilities.¹⁶¹ MISO asserts that Supplemental Projects are not eligible for cost allocation under the PJM Tariff across the PJM region. MISO and the CRAF TOs contend that nothing requires that the costs be allocated exclusively to the zone of the TOs planning the transmission project. The CRAF TOs further argue that the PJM rules for the cost allocation of Supplemental Projects do not prohibit the allocation of costs to customers in regions other than PJM, nor do they foster a situation in which the beneficiary, in this case exclusively MISO customers, would not pay for the construction of Supplemental Projects built in PJM for their benefit. The CRAF TOs state that, simply put, the rules do not prohibit an entity that is external to PJM from requesting a PJM TO to construct a Supplemental Project, voluntarily agree to fund the project through collections from its customers, and pay 100% of the costs of the requested Supplemental Project.¹⁶² The CRAF TOs argue that, moreover, assigning the costs to MISO customers is consistent with the well-established principle of assigning costs roughly commensurate with benefits.¹⁶³

99. WPPI argues that the definition of Supplemental Projects does not apply to the MTEP PJM Facilities because it was not intended to cover transmission facilities planned by MISO and whose costs are allocated to MISO customers.¹⁶⁴ WPPI further argues that MISO's concession that the classification of the MISO-Requested Facilities under the PJM Tariff is irrelevant to the proposed Tariff language to allocate and recover the costs associated with those facilities underscores that there is nothing in MISO's existing or proposed Tariff language that addresses whether allocating the entire costs of such facilities to MISO customers is just and reasonable. WPPI contends that, in other words, both the PJM definition of Supplemental Projects and MISO's proposed language in the

addresses state Public Policy Requirements identified or accepted by the state(s) in the PJM Region. As determined by the authorized state governmental entities, such transmission enhancements or expansions may be included in the recommended plan, either as a (i) Supplemental Project or (ii) state public policy project.”)).

¹⁶⁰ *Id.* at 16.

¹⁶¹ *Id.*; CRAF TOs Answer at 7-8.

¹⁶² CRAF TOs Answer at 7-8.

¹⁶³ *Id.* at 8.

¹⁶⁴ WPPI Answer at 9.

MISO Tariff simply ignore the central question of whether it is just and reasonable and not unduly discriminatory to allocate all of such costs to MISO customers.¹⁶⁵

4. Interregional Transmission Coordination and the MISO-PJM JOA

100. In response to arguments suggesting that the MISO-Requested Facilities should be treated as subject to the MISO-PJM interregional transmission coordination process because they are located in PJM, MISO contends that these assertions are completely divorced from the specific MISO-PJM JOA requirements that govern the interregional transmission coordination process between MISO and PJM. MISO explains that the focus of the MISO-PJM Coordinated System Plan is on transmission projects that are needed by both MISO and PJM, whereas the MISO-Requested Facilities are planned to provide benefits to MISO and driven by the needs MISO identified in the LRTP Tranche 2.1 portfolio. MISO contends that relying on Order No. 1000's definition of an interregional transmission facility in Order No. 1000 as "one that is located in two or more transmission planning regions" ignores that the MISO-Requested Facilities are located solely in PJM.¹⁶⁶ MISO explains that each LRTP project consists of many facilities, such as transmission lines, substations, and other components, and, while the MISO-Requested Facilities listed in the CRAF Agreements are included in such larger LRTP projects, all of them are located wholly within PJM. MISO further contends that, even if the MISO-Requested Facilities were deemed to be located both in MISO and PJM as part of a larger LRTP project, this alone would not qualify them as interregional transmission projects under the MISO-PJM JOA or require interregional coordination. MISO argues that the MISO-PJM JOA contains specific and precise qualification requirements for interregional transmission project categories, and the MISO-Requested Facilities do not fall under any of those categories.¹⁶⁷

101. Competition Coalition and IECA state that it is unclear from MISO's answer what authority it has to plan transmission facilities it claims are in another transmission provider's footprint that do not fall under interregional coordination or to allocate the cost of such facilities to MISO customers only.¹⁶⁸ Competition Coalition and IECA argue that MISO fails to rebut the fundamental point that MISO's filing rests on a false premise—"that MISO may declare [Commission]-mandated processes inapplicable based on its

¹⁶⁵ WPPI Answer to Answers at 4.

¹⁶⁶ MISO Answer at 17-18 (citing Order No. 1000, 136 FERC ¶ 61,051 at P 482).

¹⁶⁷ *Id.* at 18-19.

¹⁶⁸ Competition Coalition and IECA Answer at 7.

unilateral characterization of where a project is ‘located.’”¹⁶⁹ Competition Coalition and IECA allege that MISO made up a new term—“MISO-Requested Facilities”—and then decided that those facilities are located in PJM so that MISO could pursue special agreements in order to bypass the MISO Tariff.¹⁷⁰

102. WPPI shares Protesting MISO TOs’ concerns about the lack of detail about the allocation of Firm Flow Entitlements for the MISO-Requested Facilities and asserts that clearly established usage rights are necessary. WPPI contends that the absence of defined usage rights undercuts claims that the cost allocation is roughly commensurate with the benefits of the MISO-Requested Facilities and that it is unclear whether the MISO-PJM JOA fully addresses the MISO-Requested Facilities. WPPI contends that, in order to ensure that the costs of transmission facilities built by PJM TOs and recovered entirely from MISO customers under Schedule 26-J are commensurate with benefits to MISO customers, the MISO Tariff should expressly address the rights of such facilities.¹⁷¹

103. In response to Protesting MISO TOs’ request that MISO clarify the application of Firm Flow Entitlements and use rights for customers that fund the MISO-Requested Facilities, MISO explains that Appendix G (Allocation Adjustment for New Transmission Facilities and/or Designated Network Resources) of the MISO-PJM JOA describes the process for Firm Flow Entitlements allocation adjustments for new transmission facilities and establishes certain rights when the funder and builder of transmission projects are different. MISO states that section 8.1 of the CRAF Agreements was not intended to exclude the MISO-Requested Facilities from Appendix G of the MISO-PJM JOA. MISO states that the subject matter of the CRAF Agreements are the construction, cost recovery, and funding of the MISO-Requested Facilities, and matters like Firm Flow Entitlements are beyond the scope of the CRAF Agreements. MISO explains that it believes the proposed language in the CRAF Agreements is clear but that it will address the need for any clarifications to the MISO-PJM JOA with PJM prior to the operation of the MISO-Requested Facilities, and that it will follow the MISO Transmission Owners Agreement in doing so.¹⁷²

¹⁶⁹ *Id.* at 8-9 (citing Competition Coalition and IECA Protest at 3).

¹⁷⁰ *Id.* at 9.

¹⁷¹ WPPI Answer at 11.

¹⁷² MISO Answer at 23.

C. Deficiency Letter Responses

1. MISO Tariff Revisions

104. In response to a question about how MISO's proposed Tariff revisions ensure that there is no double recovery of costs associated with Non-MISO Facilities, MISO states that Schedule 26-J is the only mechanism for non-MISO TOs to recover the costs of MVPs located in their regions. MISO explains that the rates in the CRAF Agreements with ComEd and Duke Ohio are calculated according to ComEd's and Duke Ohio's transmission formula rates under the PJM Tariff. MISO states that its understanding is that ComEd and Duke Ohio will eventually submit filings proposing amendments to their formula rates that will identify to MISO ComEd's and Duke Ohio's respective portions of applicable transmission revenue requirements associated with the MISO-Requested Facilities. MISO asserts that ComEd and Duke Ohio have confirmed that rates will not be charged until these amendments are made effective by the Commission.¹⁷³

105. In response to a question requesting that MISO explain how the proposed language in section 6(a) of Attachment MM is adequately tailored to transmission projects benefiting the MISO Midwest Subregion, consistent with proposed Schedule 26-J, and whether additional revisions to the MISO Tariff are necessary to clarify Attachment MM, section 6(a), MISO states that it intended the scope of Attachment MM, section 6(a) and Schedule 26-J to be identical. MISO therefore proposes, in its amendment to the MISO Tariff Revisions Filing, to add the following language to section 6(a) of Attachment MM (additions in underline):

The determination of revenue requirements and the associated charges for MVPs, and any associated upgrades, constructed by [TOs] outside the MISO footprint and benefitting the Midwest MVP Cost Allocation Subregion shall be described under Schedule 26-J to the MISO Tariff.¹⁷⁴

MISO further proposes in its amendment to delete section 6(b) of Attachment MM in its entirety as duplicative.

106. In response to a request that MISO clarify whether any of the MISO-Requested Facilities include tie-lines between MISO's and PJM's transmission systems, MISO asserts that the MISO-Requested Facilities contain multiple tie-lines to link its transmission system with PJM's transmission system. MISO reiterates that "[t]he core purpose of Tranche 2.1 is to create a 765 kilovolt ("kV") 'backbone' transmission

¹⁷³ MISO Tariff Revisions Filing, Deficiency Response at 2.

¹⁷⁴ *Id.* at 3-4.

network across the MISO Midwest Subregion that will tie into PJM's existing 765 kV facilities.”¹⁷⁵ MISO further asserts that, although the MISO-Requested Facilities listed in the CRAF Agreements are Tranche 2.1 projects, they are all wholly located in PJM.¹⁷⁶

2. CRAF Agreements

107. In response to a question seeking more information as to which “FERC filed rate schedule” section 1.20 of the CRAF Agreements refer and how the CRAF Agreements sufficiently specify the rate schedule that will be used to calculate ComEd's and Duke Ohio's revenue requirements for the MISO-Requested Facilities, MISO states that the rates for ComEd's and Duke Ohio's transmission facilities are calculated in ComEd's and Duke Ohio's transmission formula rates, which are part of PJM's Tariff as Attachment H-13A for ComEd and Attachment H-22A for Duke Ohio.¹⁷⁷ MISO, ComEd, and Duke Ohio state that, to the extent the Commission determines that more specificity is needed in section 1.20, MISO, PJM, ComEd, and Duke Ohio are amenable to the Commission directing a compliance filing to update the CRAF Agreements to specify the particular Commission filed rate schedule in section 1.20 of the CRAF Agreements as follows (deletions in strikethrough and additions in underline):

MISO Payment Obligation: shall mean MISO's obligation to pay [ComEd's/Duke Ohio's] revenue requirements associated with each of the MISO-Requested Facilities, as described in Article 4 and subject to the terms and conditions of this Agreement. [ComEd's/Duke Ohio's] revenue requirements shall be calculated pursuant to ~~[ComEd's/Duke Ohio's] FERC filed rate schedule~~ the [ComEd/Duke Ohio] filed transmission formula rate of Attachment [H-13A/H-22A] of the PJM Interconnection, L.L.C. Open Access Transmission Tariff.¹⁷⁸

108. In response to questions about what existing mechanism in ComEd's transmission formula rate ComEd will use to credit the revenues received from MISO for the MISO-

¹⁷⁵ *Id.* at 4-5 (citing MISO Answer at 3).

¹⁷⁶ *Id.* at 5 (citing MISO Answer at 18).

¹⁷⁷ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 2; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 2.

¹⁷⁸ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 2; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 2; ComEd Filing, Deficiency Response at 2-3; Duke Ohio Filing, Deficiency Response at 2.

Requested Facilities, and, if there is no existing mechanism, how the ComEd CRAF Agreement will ensure that there is no double recovery of the costs associated with the MISO-Requested Facilities, ComEd states that it has not yet filed to amend its transmission formula rate to provide for the billing and crediting of MISO-Requested Facilities. ComEd states that the amendment to the formula rate, when filed, will include a calculation of the revenue requirement for the MISO-Requested Facilities that will be charged to MISO and a revenue credit for the MISO-Requested Facilities that is applied to the ComEd transmission revenue requirement that is charged to PJM customers. ComEd states that it understands and commits that it will not recover MISO-Requested Facilities costs until such amendment is made effective by the Commission.¹⁷⁹ ComEd states that, while it reserves the right to seek recovery of Construction Work in Progress or abandonment costs, either of which could lead to recovery before the transmission facilities go into service, any such recovery will require a filing at the Commission and cannot proceed unless and until permitted by the Commission. ComEd states that the structure of its CRAF Agreement, combined with the requirement to seek the Commission's approval of a filed rate schedule, ensures that there is no double recovery of MISO-Requested Facilities' costs.¹⁸⁰

109. In response to similar questions, Duke Ohio states that its CRAF Agreement governs the respective rights and obligations of MISO and Duke Ohio, and does not establish customer-facing rate treatment, and therefore its CRAF Agreement does not directly address potential double recovery in Duke Ohio's transmission formula rate. Duke Ohio states that any potential double recovery would arise in the application of Duke Ohio's transmission formula rate to transmission customers, not in the bilateral allocation framework set forth in the CRAF Agreement. Duke Ohio states that it will file at a later date, pursuant to FPA section 205, proposed amendments to its transmission formula rate such that the revenue requirement for the MISO-Requested Facilities is appropriately reflected as a revenue credit, thereby preventing double recovery of the costs associated with the MISO-Requested Facilities.¹⁸¹

110. In response to a request to explain how the plain language of section 8.1 of the proposed CRAF Agreements is consistent with MISO's intention that Appendix G of the MISO-PJM JOA will still apply to the MISO-Requested Facilities, MISO states that the language of section 8.1 was intended to convey the notion that the "subject matter" of, and "the Parties' right and obligations" under, the CRAF Agreements are not addressed

¹⁷⁹ ComEd Filing, Deficiency Response at 2.

¹⁸⁰ *Id.* at 5.

¹⁸¹ Duke Ohio Filing, Deficiency Response at 3.

by the MISO-PJM JOA.¹⁸² MISO states that the subject matter of the CRAF Agreements involves ComEd and Duke Ohio designing, constructing, placing in service, and thereafter operating the MISO-Requested Facilities, and MISO paying for the MISO-Requested Facilities consistent with its established MVP cost allocation method under the terms of the CRAF Agreements.¹⁸³ MISO asserts that the CRAF Agreements do not purport to regulate MISO's and PJM's management of, and compensation for, loop flows, such as the Firm Flow Entitlements provisions included in Appendix G of Attachment 2 of the MISO-PJM JOA, nor do the CRAF Agreements purport to carve out portions of the JOA from application to these transactions where otherwise the MISO-PJM JOA would apply.¹⁸⁴ MISO states that, once constructed and placed in operation, the MISO-Requested Facilities will be subject to PJM's functional control and will be included as part of PJM's transmission system, noting that Appendix G of the MISO-PJM JOA applies to transmission facilities in operation in MISO's or PJM's region and, as stated in section 8.1 of the CRAF Agreements, the CRAF Agreement "does not amend or modify" these MISO-PJM JOA provisions, which continue to apply in accordance with their own terms.¹⁸⁵

111. In response to a request that MISO and PJM explain how addressing potential revisions to Appendix G of the MISO-PJM JOA, as it concerns the MISO-Requested Facilities, at some point in the future ensures that the proposed CRAF Agreements are just and reasonable and appropriately address Firm Flow Entitlements and use rights associated with the MISO-Requested Facilities, MISO asserts that there is nothing in the current Appendix G that creates any ambiguity with respect to its relation to the MISO-Requested Facilities and that Appendix G applies to MISO and PJM transmission facilities in operation.¹⁸⁶ MISO states that, once the MISO-Requested Facilities are placed in operation, Appendix G would apply to them like any other part of PJM's transmission system and that whether MISO or PJM receives an Allocation Adjustment under the terms of Appendix G in connection with the MISO-Requested Facilities will be

¹⁸² MISO-ComEd CRAF Agreement Filing, Deficiency Response at 3; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 3.

¹⁸³ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 3; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 3-4.

¹⁸⁴ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 3-4; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 4.

¹⁸⁵ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 4; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 4.

¹⁸⁶ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 4; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 4.

determined in accordance with the terms of Appendix G.¹⁸⁷ MISO clarifies that its statements in its answer did not imply that revisions to Appendix G were necessary; rather, MISO asserts that its statements were intended to indicate that any issues related to the application of Appendix G are not immediate and can be solved in the interim, and MISO and PJM are not aware of any such issues at this time.¹⁸⁸ PJM asserts that any potential revisions to Appendix G regarding use rights or the allocation of Firm Flow Entitlements on the MISO-Requested Facilities are beyond the scope of these proceedings and need not be addressed here.¹⁸⁹ PJM further states that it would be inappropriate to address such issues prior to the construction and installation of these facilities, as the facilities may change in design and characteristics as they go through relevant routing, siting, and construction phases. PJM maintains that, while transmission facilities subject to the CRAF Agreements, once constructed and put in service, can eventually be considered in the context of the MISO-PJM seam, that does not mean that the proposed CRAF Agreements are unjust and unreasonable now simply because they may affect other aspects of the complicated management of that seam in the future.¹⁹⁰

112. Nonetheless, both MISO and PJM state that, to the extent the Commission determines that more specificity is needed in section 8.1 of the CRAF Agreements, MISO, PJM, ComEd, and Duke Ohio are amenable, in a compliance filing directed by the Commission, to updating the CRAF Agreements to specify the application of the MISO-PJM JOA in the CRAF Agreements, as follows (deletions in strikethrough and additions in underline):

MISO and PJM agree that the subject matter of this Agreement and the Parties' rights and obligations hereunder are not ~~addressed by~~ within the scope of the JOA. MISO and PJM further agree that nothing in this Agreement amends or modifies the JOA.¹⁹¹

¹⁸⁷ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 4; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 4.

¹⁸⁸ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 4; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 4.

¹⁸⁹ PJM-ComEd Concurrence Filing, Deficiency Response at 7; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 7.

¹⁹⁰ PJM-ComEd Concurrence Filing, Deficiency Response at 8; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 7-8.

¹⁹¹ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 4; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 4; PJM-ComEd Concurrence Filing, Deficiency Response at 8-9; PJM-Duke Ohio Concurrence Filing,

113. In response to a question asking PJM to explain why it is appropriate for PJM to classify the MTEP PJM Facilities as Supplemental Projects if such facilities were not identified and selected through the required process for Supplemental Projects in Attachment M-3 of the PJM Tariff, PJM explains that the processes in Attachment M-3 were followed with respect to the MISO-Requested Facilities.¹⁹² PJM states that, consistent with Attachment M-3, section (c), the MISO-Requested Facilities were reviewed with the Transmission Expansion Advisory Committee, which properly identified the MISO-Requested Facilities as an external customer request prior to the MISO Board formally approving the Tranche 2.1 portfolio. PJM further states that it performed its “do no harm” analysis to evaluate whether (and if so, how) the addition of the MTEP PJM Facilities would affect the reliability of the PJM transmission system.¹⁹³ PJM asserts that, in sum, the MISO-Requested Facilities were properly vetted through the Attachment M-3 process, and nothing in Attachment M-3 prevents a PJM TO from working with a potential customer to identify transmission needs that meet the applicability criteria of Attachment M-3(a).¹⁹⁴

114. PJM asserts that the MISO-Requested Facilities are properly classified as Supplemental Projects under PJM’s governing documents.¹⁹⁵ PJM states that its conclusion is grounded in the plain language of the definition of Supplemental Project in the PJM Operating Agreement, which provides:

“Supplemental Project” shall mean a transmission expansion or enhancement that is not required for compliance with the following PJM criteria: system reliability, operational performance or economic criteria, pursuant to a determination by the Office of the Interconnection and is not a state public policy project pursuant to Operating Agreement, Schedule 6, section 1.5.9(a)(ii). Any system upgrades required to

Deficiency Response at 8-9

¹⁹² PJM-ComEd Concurrence Filing, Deficiency Response at 2-3; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 2-3.

¹⁹³ PJM-ComEd Concurrence Filing, Deficiency Response at 3; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 3.

¹⁹⁴ PJM-ComEd Concurrence Filing, Deficiency Response at 4; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 4.

¹⁹⁵ PJM-ComEd Concurrence Filing, Deficiency Response at 4; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 4.

maintain the reliability of the system that are driven by a Supplemental Project are considered part of that Supplemental Project and are the responsibility of the entity sponsoring that Supplemental Project.¹⁹⁶

PJM states that Supplemental Projects are defined in the negative to describe any transmission facility that is not planned to meet a PJM-identified criterion. PJM explains that the MISO-Requested Facilities are not needed for compliance with PJM criteria, as PJM has not identified any system reliability, operational performance, economic criteria, or public policy project need associated with these facilities.¹⁹⁷ PJM further explains that, because the MISO-Requested Facilities will be located in the PJM region and placed under PJM's operational control and will become part of the PJM transmission system, it is appropriate to classify such facilities in accordance with PJM's governing documents.¹⁹⁸ PJM states that, given that the MISO-Requested Facilities are "transmission expansion[s] or enhancement[s] that [are] not required for compliance with the [identified] PJM criteria," they fit within the definition of Supplemental Projects in the PJM Operating Agreement.¹⁹⁹ PJM further states that Supplemental Projects are not eligible for regional cost allocation under the PJM Tariff.²⁰⁰ As such, PJM asserts, their proper classification as Supplemental Projects would not implicate the need for any follow-on or additional changes to the regional cost allocation rules to effectuate the ComEd and Duke Ohio CRAF Agreements' objective of allocating the costs of the MISO-Requested Facilities to MISO customers. PJM maintains that the Supplemental Project classification is not only appropriate but also facilitates the ComEd and Duke Ohio CRAF Agreements' objective of providing a contractual mechanism for: (1) the

¹⁹⁶ PJM-ComEd Concurrence Filing, Deficiency Response at 4 (citing PJM Operating Agreement, § 1, Definitions S-T (30.0.0) (Supplemental Projects); PJM-Duke Ohio Concurrence Filing, Deficiency Response at 4 (same)).

¹⁹⁷ PJM-ComEd Concurrence Filing, Deficiency Response at 5; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 5.

¹⁹⁸ PJM-ComEd Concurrence Filing, Deficiency Response at 5; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 5.

¹⁹⁹ PJM-ComEd Concurrence Filing, Deficiency Response at 5; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 5.

²⁰⁰ PJM-ComEd Concurrence Filing, Deficiency Response at 5; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 5.

funding by MISO; (2) the construction and operation by, respectively, ComEd and Duke Ohio; and (3) operational control of the MISO-Requested Facilities by PJM.²⁰¹

115. MISO and ComEd state that it has come to their attention that section 1.1 of both of the CRAF Agreements incorrectly defines the term “Agreement” as “Cost Allocation and Funding Agreement.” MISO and ComEd state that they have revised their respective CRAF Agreements to replace the word “Allocation” with “Recovery.”²⁰²

D. Deficiency Response Protest

116. Competition Coalition and IECA assert that MISO’s deficiency response obfuscates the fact that the MTEP PJM Facilities indeed tie to existing MISO transmission facilities. They claim that MISO contradicts itself in its Deficiency Response by stating that multiple projects are located in the MISO region.²⁰³ Competition Coalition and IECA contend that the Commission should assume that the MTEP PJM Facilities are in MISO or tie into MISO. Competition Coalition and IECA reiterate that MISO’s proposal attempts to bypass the Commission’s core transmission planning, competition, and interregional coordination requirements.²⁰⁴

IV. Discussion

A. Procedural Matters

117. Pursuant to Rule 214 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2025), the notices of intervention and timely, unopposed motions to intervene serve to make the entities that filed them parties to the proceedings in which they were filed.

118. Rule 213(a)(2) of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2025), prohibits an answer to a protest or answer unless otherwise ordered by the decisional authority. We accept the answers filed by MISO, Competition

²⁰¹ PJM-ComEd Concurrence Filing, Deficiency Response at 5-6; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 5.

²⁰² MISO-ComEd CRAF Agreement Filing, Deficiency Response at 4; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 4-5; ComEd Filing, Deficiency Response at 1.

²⁰³ Competition Coalition and IECA Deficiency Response Protest at 4-5.

²⁰⁴ *Id.* at 6-9.

Coalition and IECA, the CRAF TOs, and WPPI because they provided information that assisted us in our decision-making process.

B. Substantive Matters

119. As discussed below, we find MISO's proposed revisions to the MISO Tariff, as amended, to establish a cost allocation and recovery framework for Non-MISO Facilities to be just and reasonable, not unduly discriminatory or preferential, and consistent with the requirements of Order No. 1000, and we therefore accept them, effective May 28, 2026, as requested. We also find the proposed CRAF Agreements and PJM's Certificates of Concurrence to be just and reasonable and not unduly discriminatory or preferential, and we therefore accept them, effective June 1, 2026, as requested, subject to condition.²⁰⁵ As discussed below, we direct MISO, ComEd, and Duke Ohio to submit, within 30 days of the date of this order, further compliance filings to revise their respective CRAF Agreements.

1. CRAF Agreements

120. As an initial matter, we disagree with Competition Coalition and IECA that the Commission cannot determine whether the proposed revisions to the MISO Tariff are just and reasonable without the CRAF Agreements. The proposed revisions to the MISO Tariff are generally applicable to Non-MISO Facilities. Therefore, their acceptance does not rely on the CRAF Agreements among MISO, the PJM TOs, and PJM. However, as MISO explains, the CRAF Agreements are conditioned on the acceptance of the proposed revisions to the MISO Tariff.²⁰⁶

121. We find that the terms and conditions of the CRAF Agreements provide a just and reasonable mechanism to facilitate the construction, ownership, operation, and funding of the MISO-Requested Facilities. The terms of the CRAF Agreements, such as the effective date, facilities construction provisions, abandonment provisions, and typical miscellaneous/legal provisions, are similar to the terms set forth in other types of agreements that the Commission has previously accepted.²⁰⁷ We find that these terms and conditions provide clarity and transparency as to how the MISO-Requested Facilities will be built, owned, and operated and reflect the voluntary agreement of all parties

²⁰⁵ *NRG Power Mktg., LLC v. FERC*, 862 F.3d 108, at 114-15 (D.C. Cir. 2017) (discussing the Commission's authority to propose modifications to a utility's FPA section 205 rate proposal).

²⁰⁶ See, e.g., MISO-ComEd CRAF Agreement, § 2.1.1 (Conditions to Effectiveness) (31.0.0).

²⁰⁷ See MISO Tariff, attach. X, app. 14 (Facilities Service Agreement) (34.0.0).

thereto. We also note that the CRAF Agreements provide for a variance analysis that is substantially similar to the variance analysis that the Commission approved for MVPs.²⁰⁸

122. In order to ensure protection against the potential for double recovery of the costs of the MISO-Requested Facilities under the transmission formula rates of ComEd and Duke Ohio, we accept ComEd's and Duke Ohio's commitment to file revisions to their respective transmission formula rate template before the MISO-Requested Facilities are in service and any amounts are charged to their customers.²⁰⁹ Specifically, we expect that these forthcoming revisions will ensure that the payments made to ComEd and Duke Ohio under the CRAF Agreements will be appropriately credited toward their transmission revenue requirements consistent with the Commission's cost-of-service regulations.²¹⁰

123. In their Deficiency Responses, MISO, PJM, ComEd, and Duke Ohio, as relevant, state that they are amenable to revising the language proposed in section 1.20 of the CRAF Agreements in a compliance filing directed by the Commission, should the Commission determine more specificity is needed regarding how ComEd's and Duke Ohio's revenue requirements for the MISO-Requested Facilities will be calculated. Specifically, MISO, ComEd, and Duke Ohio agree to update the CRAF Agreements to specify the applicable rate schedules, filed with the Commission, in section 1.20 as follows (deletions in strikethrough and additions in underline):

MISO Payment Obligation: shall mean MISO's obligation to pay [ComEd's/Duke Ohio's] revenue requirements associated with each of the MISO-Requested Facilities, as described in Article 4 and subject to the terms and conditions of this Agreement. [ComEd's/Duke Ohio's] revenue requirements shall be calculated pursuant to ~~[ComEd/Duke Ohio's] FERC filed rate schedule~~ the [ComEd/Duke Ohio] filed transmission

²⁰⁸ See CRAF Agreements, § 3; MISO Tariff, attach. FF (94.0.0), § IX.

²⁰⁹ ComEd Filing, Deficiency Response at 2; Duke Ohio Filing, Deficiency Response at 3.

²¹⁰ See, e.g., *Midcontinent Indep. Sys. Operator, Inc.*, 195 FERC ¶ 61,212, at P 85 (2026) (stating the expectation that payments made by a customer to a TO pursuant to a cost recovery agreement will be appropriately credited toward the TOs' transmission revenue requirements consistent with the Commission's cost-of-service regulations). See also 18 C.F.R. pt. 101 (2025).

formula rate of Attachment [H-13A/H-22A] of the PJM
Interconnection, L.L.C. Open Access Transmission Tariff.²¹¹

We find that this revision will ensure that the CRAF Agreements sufficiently specify the rate schedule that will be used to calculate ComEd's and Duke Ohio's revenue requirements. Therefore, we direct MISO, ComEd, and Duke Ohio to submit, within 30 days of the date of this order, further compliance filings that adopt this revision in section 1.20 of the CRAF Agreements.²¹²

2. Cost Allocation and Recovery Method

124. MISO proposes a cost allocation and recovery method for MVPs and associated network upgrades applicable to the Midwest Subregion to be constructed outside the MISO region that is largely modeled on its existing Subregional MVP Cost Allocation Method for MISO's Midwest Subregion, which the Commission has previously found to be just and reasonable and not unduly discriminatory or preferential and consistent with Order No. 1000's requirements.²¹³ We find that it is just and reasonable to apply the general Subregional MVP Cost Allocation Method and cost recovery, as modified to account for the unique nature of Non-MISO Facilities, to MVPs and associated network upgrades constructed outside of the MISO region, like the MTEP PJM Facilities and the Do No Harm Facilities. First, MVPs constructed outside of the region are, by definition, MVPs that have been identified by MISO's regional transmission planning process as having benefits that are spread broadly across the MISO Midwest Subregion and must meet the same MVP criteria in Attachment FF of the MISO Tariff. We find that it is reasonable to allocate the costs of MVPs to be constructed outside of the MISO region in the same general manner (with certain modifications, as discussed below) as the costs of MVPs constructed inside of the MISO region. Second, we find that the proposed cost allocation for network upgrades associated with MVPs constructed outside of the region is consistent with the cost causation principle because such facilities are necessitated by and provide benefits to MISO customers in MISO's Midwest Subregion. Moreover,

²¹¹ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 2; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 2; ComEd Filing, Deficiency Response at 2-3; Duke Ohio Filing, Deficiency Response at 2.

²¹² We note that, while MISO proposed revisions to the Duke Ohio CRAF Agreement in the MISO-Duke Ohio CRAF Agreement Filing to correct "allocation" to "recovery" in section 1.1 of the Duke Ohio CRAF Agreement, Duke Ohio did not file similar revisions. Therefore, we direct Duke Ohio to include such correction when it submits the other revisions to the Duke Ohio CRAF Agreement on compliance.

²¹³ *Midcontinent Indep. Sys. Operator, Inc.*, 179 FERC ¶ 61,124, *order on reh'g*, 181 FERC ¶ 61,219 (2022).

because those network upgrades are needed to address reliability impacts of MVPs addressing regional transmission needs for the MISO Midwest Subregion, the primary beneficiaries of those network upgrades are the MISO customers located in the MISO Midwest Subregion.²¹⁴ As the Commission explained, none of the requirements of Order No. 1000 precludes the voluntary funding of transmission facilities, which is consistent with both MISO's proposal and the identification of beneficiaries discussed above.²¹⁵

125. We find that MISO's two proposed deviations from the Subregional MVP cost recovery mechanisms reasonably reflect the unique circumstances of Non-MISO Facilities. First, we find it just and reasonable for MISO to use the non-MISO TOs' revenue requirements, as determined by the non-MISO TOs' rate templates, because the proposed approach is consistent with how TOs determine the annual revenue requirements for transmission facilities they construct, own, operate, and maintain. We also find that MISO's proposal to omit service under GFAs from the MUR for Non-MISO Facilities under the proposed Schedule 26-J is just and reasonable because non-MISO TOs are not parties to GFAs in MISO and have no preexisting obligations under MISO GFAs.

126. Additionally, we find that MISO's proposed revisions to its credit policy provisions are just and reasonable. MISO's proposed revisions ensure that the appropriate billing and crediting provisions apply to the charges under Schedule 26-J, as they do for other similar charges, and therefore provide transparency.

127. We find that MISO's proposed revisions, as amended, to Attachment MM to add references to proposed Schedule 26-J and the revenue requirements for Non-MISO Facilities are just and reasonable because they ensure that Attachment MM fully encompasses all MVP Charges applied under the MISO Tariff.

128. Regarding WPPI's argument that the route of the IL/WI State Line in the ComEd CRAF Agreement results in excess costs, reflects ComEd's interest in the route, and will provide ComEd future interconnection opportunities and benefits, we note that the specific routing decisions are the subject of the state permitting process and that the route as approved by the MISO Board may have a higher likelihood of success in that process, as MISO notes,²¹⁶ and any future potential benefits to ComEd are speculative.

²¹⁴ For this reason, we disagree with WPPI's argument that MISO has not demonstrated that the Do No Harm Facilities benefit MISO, given that MISO did not study the facilities, because the Do No Harm Facilities were necessitated by the impacts of the MTEP PJM Facilities on PJM's transmission system.

²¹⁵ Order No. 1000, 136 FERC ¶ 61,051 at PP 561, 724.

²¹⁶ MISO Answer at 21.

Additionally, the CRAF Agreements provide for a variance analysis, which will allow MISO to address substantial cost increases over the baseline cost estimate and therefore provides customers with a safeguard against excessive cost increases.

129. We also disagree with WPPI's contention that under MISO's proposal, there is no limiting principle as to what transmission facilities can be built by PJM TOs and subject to cost recovery under Schedule 26-J. Schedule 26-J explicitly provides only for the cost recovery for MVPs and associated network upgrades constructed outside of the MISO region that benefit MISO's Midwest Subregion. Further, as noted above, the MVPs subject to cost recovery under Schedule 26-J are subject to the MVP criteria in Attachment FF. Similarly, the additional network upgrades contemplated under Schedule 26-J must be those associated with the MVPs.²¹⁷ Therefore, we find MISO's proposal to be narrowly applicable to only transmission facilities meeting these requirements.

130. Regarding WPPI's arguments that MISO provides no details about how a PJM TO is selected to develop the MISO-Requested Facilities, as discussed below, the MISO-Requested Facilities are categorized as Supplemental Projects under the PJM Tariff, which provides that such facilities are constructed by the local PJM TO. Moreover, as also discussed below, we agree with MISO that the MISO Tariff does not extend to transmission facilities that will be located in another transmission provider's region and, in particular, to transmission facilities that will be under the functional control of another transmission provider.

131. Entergy requests confirmation that no costs associated with the MISO-Requested Facilities will be allocated to MISO South. As MISO explains,²¹⁸ proposed Schedule 26-J is expressly limited to the MISO Midwest MVP Cost Allocation Subregion, and the record is clear that the cost recovery framework applies solely to customers located in the MISO Midwest MVP Cost Allocation Subregion. MISO further states that any allocation of costs to MISO South would require a separate filing under FPA section 205. In light of these representations, we view Entergy's requested clarification as already resolved by the proposal and the existing record.

3. Competitive Developer Selection Process

132. We find that the proposed revisions to the MISO Tariff to clarify that its Competitive Developer Selection Process applies only to transmission facilities and substations located on the MISO transmission system are just and reasonable and consistent with the requirements of Order No. 1000 because they accurately reflect that MISO lacks the authority to facilitate or require the development of transmission

²¹⁷ MISO Tariff, Proposed Schedule 26-J (31.0.0), § I.

²¹⁸ MISO Answer at 23-24.

facilities in another region. Additionally, we find MISO's assessment that the MTEP PJM Facilities are not located on the MISO transmission system to be reasonable because such facilities are located within two PJM transmission owners' footprints and will be under the functional control of PJM. Further, we disagree with Competition Coalition, IECA, and WPPI that MISO's Competitive Developer Selection Process must apply to such Non-MISO Facilities. MISO's Attachment FF applies to TOs in MISO, who, under the MISO Tariff, have turned over the functional control of their transmission facilities to MISO. Therefore, as MISO explains,²¹⁹ the MISO Tariff does not extend to another transmission provider's region such that MISO could apply its Competitive Developer Selection Process for transmission projects located outside the MISO region and under the functional control of another transmission provider. Additionally, we note that, through the contractual agreement in the MISO Transmission Owners Agreement, MISO TOs grant MISO authority over the operation and control of the MISO TOs' transmission facilities and the planning of the transmission system.²²⁰ The PJM TOs do not have any such contractual relationship with MISO. While MISO may identify and select transmission projects as part of an MVP portfolio resulting from regional transmission planning studies conducted pursuant to the MISO Tariff, it does not have authority to facilitate or require the actual development of such facilities in another region. In this vein, the proposed revisions to the MISO Tariff do not create a new limitation that was not already provided for in the MISO Tariff and merely clarify that the Competitive Developer Selection Process only applies to Eligible Projects located on MISO's transmission system.²²¹ Resultingly, we disagree with Competition Coalition and IECA that it is contradictory for MISO to identify and select MTEP PJM Facilities while not applying its Competitive Developer Selection Process to such facilities.

133. Additionally, because MISO's Competitive Developer Selection Process only applies to transmission facilities that will be located in MISO and placed under MISO's functional control, and because we find the MTEP PJM Facilities to be appropriately categorized as Supplemental Projects under the PJM Tariff, as discussed below, we disagree with protesters that MISO's decision not to apply its Competitive Developer

²¹⁹ *Id.* at 10-11.

²²⁰ See MISO Transmission Owners Agreement, art. 2, § D (Purpose of Authorization) (31.0.0); *id.*, app. B (Planning Framework) (36.0.0); *id.*, art. 1.T (Transmission System) (30.0.0).

²²¹ For this reason, we find Competition Coalition and IECA's arguments that MISO has violated the MISO Tariff with respect to its decision not to apply its Competitive Developer Selection Process to the MTEP PJM Facilities, and that MISO's proposal is a request for waiver of the MISO Tariff, to be unpersuasive.

Selection Process to the MTEP PJM Facilities conflicts with Order No. 1000's requirements to eliminate rights of first refusal for incumbent transmission owners.

134. Relatedly, we disagree with Competition Coalition and IECA that MISO could apply its Competitive Developer Selection Process to transmission facilities that will be located in another transmission provider's footprint and that such facilities would resultingly become part of the MISO transmission system for which MISO could obligate their development. We also disagree with protesters that MISO's proposal creates a mechanism to label transmission facilities as being located outside of MISO in order to circumvent competition. As explained above, the MISO Tariff does not extend to another transmission provider's region, and in particular, to the transmission facilities under the functional control of another transmission provider. The MISO Tariff provides that MISO's transmission system consists of "transmission facilities owned or controlled by [TOs] that have conveyed functional control to [MISO], and are used to provide Transmission Service under...this Tariff."²²² In other words, the MISO Tariff establishes specific requirements for the types of transmission facilities that comprise its transmission system, and MISO's instant proposal does not change this. Therefore, MISO's proposal does not allow it to unilaterally decide that transmission facilities are not located on its transmission system in order to circumvent competition. For these reasons, we disagree with WPPI's argument that the MISO Tariff provides no footprint or functional control limitations on competition.

135. Regarding Competition Coalition and IECA's arguments that Order No. 1000-A requires that any transmission facility whose costs are allocated regionally must not be subject to a right of first refusal, thus suggesting that the MTEP PJM Facilities should be subject to competition, we note that, in the paragraphs cited by Competition Coalition and IECA, Order No. 1000-A discussed that a right of first refusal still applies in the instance where transmission facilities are constructed within the geographical boundaries of a public utility transmission provider's footprint and not selected in a regional transmission plan.²²³ Here, because the MTEP PJM Facilities are located entirely within the geographical boundaries of the relevant transmission owners' footprints in PJM, and not selected in PJM's regional transmission plan, nor, as discussed above, subject to any provisions of MISO's Tariff, we find that assigning the MTEP PJM Facilities to the relevant PJM TOs is consistent with Order No. 1000-A. Therefore, we find that Competition Coalition and IECA's arguments are misplaced.

136. We are not persuaded by Competition Coalition, IECA, and WPPI's arguments that, by not applying the Competitive Developer Selection Process to the MTEP PJM

²²² MISO Tariff, Module A, § 1.T (Definitions – T) (43.0.0).

²²³ See Order No. 1000-A, 136 FERC ¶ 61,051 at P 429.

Facilities, transparency is decreased, cost causation concerns are compounded, market solutions are undermined, and potential cost savings are lost. As discussed above, we find that the proposed cost allocation for Non-MISO Facilities, which include the MTEP PJM Facilities, is just and reasonable. Furthermore, as discussed below, we find that the MTEP PJM Facilities are appropriately categorized as Supplemental Projects, and therefore, the development of these facilities by the local PJM TO is consistent with the PJM Tariff.

137. Regarding Competition Coalition, IECA, and WPPI's arguments that MISO has not demonstrated that the MTEP PJM Facilities are located in PJM, MISO explains that, while the MISO-Requested Facilities are part of larger LRTP projects, they are wholly located in PJM.²²⁴ Further, as discussed below, the MISO-Requested Facilities are located in the local PJM TOs' zones and proceeded through the Attachment M-3 process of the PJM Tariff for inclusion in the local PJM TOs' Local Plan.²²⁵

138. We find Competition Coalition, IECA, and WPPI's arguments about the application of competition to a specific transmission project in CAISO and to a Tranche 1 project, respectively, to be unconvincing because such facilities are distinguishable from the MISO-Requested Facilities. Regarding Competition Coalition and IECA's reference to CAISO's use of its competitive transmission development process to facilitate a transmission project outside of its footprint, we note that case involved a 500 kV transmission line between NV Energy and Southern California Edison Company's Eldorado substation that connected to a CAISO-controlled substation and was turned over to CAISO's functional control.²²⁶ Similarly, WPPI references MISO's application of the Competitive Developer Selection Process to a Tranche 1 facility with a significant portion located outside of MISO. However, that transmission facility will still be partially located in MISO, owned by MISO TOs, and under the functional control of MISO.²²⁷ Thus, in both cases that protesters cite, the transmission facilities were under the functional control of the transmission provider that applied its competitive transmission development process. Here, in contrast, the MISO-Requested Facilities will be located solely in PJM, built by PJM TOs, and under PJM's functional control.

²²⁴ *Supra* P 106.

²²⁵ PJM Tariff, attach. M-3, § (a) (1.0.0) (Applicability); PJM Operating Agreement, § 1 Definitions I-L (23.0.0) (Local Plan).

²²⁶ *See DesertLink, LLC*, 156 FERC ¶ 61,118, at PP 3, 31 (2016).

²²⁷ *See, e.g., MISO, Selection Report, Denny-Zachary- Thomas Hill-Maywood 345 kV Competitive Transmission Project* (Apr. 2, 2024), <https://cdn.misoenergy.org/DZTM%20345%20kV%20Selection%20Report632383.pdf>

4. Supplemental Projects

139. We disagree with Competition Coalition, IECA, and WPPI that the MTEP PJM Facilities are miscategorized as Supplemental Projects under the PJM Tariff. Under the PJM Operating Agreement, Supplemental Projects are defined to include any transmission expansion or enhancement not required for compliance with PJM criteria i.e., system reliability, operational performance, or economic criteria.²²⁸ Further, as the Commission has previously noted, “Supplemental Projects under the PJM Operating Agreement *may go beyond* maintenance and replacement to include projects that expand and enhance the transmission ‘that is not required for compliance with...PJM criteria.’”²²⁹ As discussed above, the MTEP PJM Facilities were identified as part of MISO’s Tranche 2.1 to address transmission needs in MISO’s Midwest Subregion, and therefore, the MTEP PJM Facilities are not required for compliance with PJM criteria. Accordingly, we find that the MTEP PJM Facilities meet the definition of Supplemental Projects under the PJM Tariff and are therefore appropriately categorized as Supplemental Projects. Nevertheless, we encourage PJM to consider whether revisions to its definition of Supplemental Projects to more clearly cover the MTEP PJM Facilities could provide a more precise definition of the category.

140. Regarding Competition Coalition and IECA’s argument that, under the PJM Tariff, the costs of the MISO-Requested Facilities, as Supplemental Projects, should be allocated to the transmission owner’s local zone, we find that those parties ignore a critical point. The costs of the MISO-Requested Facilities are first allocated to the local PJM TOs through their respective Attachment H formula rates under the PJM Tariff. However, each local PJM TO has voluntarily entered into an agreement through which MISO will reimburse them for the costs of such facilities; thus, ratepayers in PJM will not see a cost impact stemming from categorizing the MISO-Requested Facilities as Supplemental Projects due to this voluntary arrangement. As noted above, the Commission has affirmatively stated that none of the requirements of Order No. 1000 precludes the voluntary funding of transmission facilities.²³⁰ Moreover, as discussed above, we find the proposed cost allocation for Non-MISO Facilities, including the MISO-Requested Facilities, to be just and reasonable and not unduly discriminatory or preferential.

²²⁸ PJM Operating Agreement, § 1, Definitions S-T (30.0.0) (Supplemental Projects).

²²⁹ *PJM Interconnection, L.L.C.*, 173 FERC ¶ 61,225, at P 25 (2020) (emphasis added) (citing PJM Operating Agreement, § 1, Definitions S-T (30.0.0) (Supplemental Projects)).

²³⁰ *Supra* note 215.

5. Interregional Transmission Facilities and the MISO-PJM JOA

141. We disagree with Competition Coalition and IECA that the MTEP PJM Facilities are interregional transmission facilities and therefore should be subject to joint evaluation and subject to the interregional cost allocation requirements of Order No. 1000. Order No. 1000 defines interregional transmission facilities as facilities located in two or more neighboring transmission planning regions and jointly evaluated to meet the needs of the respective neighboring transmission providers.²³¹ As MISO explains, the MTEP PJM Facilities are located wholly in PJM and were evaluated through MISO's MTEP process. Additionally, MISO fulfills the interregional transmission coordination requirements of Order No. 1000 with PJM through the Coordinated System Plan, in the MISO-PJM JOA, which provides specific categories of interregional transmission projects. The MTEP PJM Facilities do not meet the criteria to qualify under any category of interregional transmission project in the MISO-PJM JOA. Therefore, we find that MISO appropriately did not categorize the MTEP PJM Facilities as interregional transmission facilities subject to Order No. 1000's interregional transmission coordination and cost allocation requirements.

142. Protesting MISO TOs raise concerns that the MISO Tariff revisions and the CRAF Agreements do not address use rights or the allocation of Firm Flow Entitlements on the MISO-Requested Facilities. While MISO explains in its answer that the CRAF Agreements do not address matters such as Firm Flow Entitlements,²³² we note MISO's statement that while it believes the current language in the MISO-PJM JOA is adequate to address Firm Flow Entitlements and use rights associated with the MISO-Requested Facilities, it will address with PJM the need for any clarifications or revisions to the MISO-PJM JOA prior to the operation of the MISO-Requested Facilities.²³³

143. We recognize MISO and PJM's agreement in their Deficiency Responses that MISO, PJM, ComEd, and Duke Ohio are amenable to revising the language proposed in section 8.1 of the CRAF Agreements in a compliance filing directed by the Commission, should the Commission determine more specificity is needed. Specifically, the parties agree to update section 8.1 of the CRAF Agreements as follows (deletions in strikethrough and additions in underline):

MISO and PJM agree that the subject matter of this Agreement and the Parties' rights and obligations hereunder

²³¹ Order No. 1000-A, 139 FERC ¶ 61,132 at P 494 (citing Order No. 1000, 136 FERC ¶ 61,051 at P 482 n.374).

²³² MISO Answer at 23.

²³³ *Id.*

are not addressed by within the scope of the JOA. MISO and PJM further agree that nothing in this Agreement amends or modifies the JOA.²³⁴

We find that this revision will ensure that the plain language of section 8.1 of the CRAF Agreements is consistent with MISO's intention that Appendix G of the MISO-PJM JOA will still apply to the MISO-Requested Facilities.²³⁵ Therefore, we direct MISO, ComEd, and Duke Ohio to submit, within 30 days of the date of this order, compliance filings that adopt this revision in section 8.1 of the CRAF Agreements.

The Commission orders:

(A) MISO's proposed revisions to the MISO Tariff are hereby accepted, effective May 28, 2026, as requested, as discussed in the body of this order.

(B) The CRAF Agreements are hereby accepted, effective June 1, 2026, as requested, subject to condition, as discussed in the body of this order.

(C) PJM's certificates of concurrence are hereby accepted, effective June 1, 2026, as requested, as discussed in the body of this order.

(D) MISO, ComEd, and Duke Ohio are hereby directed to submit compliance filings, within 30 days of the date of this order, as discussed in the body of this order.

By the Commission. Commissioner Chang and Commissioner Rosner are concurring with a separate joint statement attached.

(S E A L)

Carlos D. Clay,
Deputy Secretary.

²³⁴ MISO-ComEd CRAF Agreement Filing, Deficiency Response at 4; MISO-Duke Ohio CRAF Agreement Filing, Deficiency Response at 4; PJM-ComEd Concurrence Filing, Deficiency Response at 8-9; PJM-Duke Ohio Concurrence Filing, Deficiency Response at 8-9.

²³⁵ MISO-PJM JOA, attach. 2, app. G (Allocation Adjustment for New Transmission Facilities and/or Designated Network Resources) (33.0.0).

Appendix – Tariff RecordsMidcontinent Independent System Operator, Inc.
FERC Electric TariffDocket No. ER26-1538-000

- [7, Billing and Payment; Defaults and Remedies \(31.0.0\)](#)
- [7.1, Billing Procedure for Transmission Customers and Schedule \(31.0.0\)](#)
- [7.4, Transmission Customer Default and Past Due Amounts and Sched \(32.0.0\)](#)
- [7.5, Disputed Amounts: \(31.0.0\)](#)
- [SCHEDULE 26-J, Cost Recovery for Multi-Value Projects \(31.0.0\)](#)
- [ATTACHMENT L, Credit Policy \(58.0.0\)](#)
- [ATTACHMENT FF, Transmission Expansion Planning Protocol \(95.0.0\)](#)

Docket No. ER26-1538-001

- [ATTACHMENT MM, Multi-Value Project Charge \(MVP Charge\) \(53.0.0\)](#)

Midcontinent Independent System Operator, Inc.
MISO Rate SchedulesDocket No. ER26-1676-001

- [Rate Schedule 61, MISO-ComEd-PJM Cost Recovery and Funding Agreement \(32.0.0\)](#)

Docket No. ER26-1761-001

- [Rate Schedule 62, MISO-DEO-PJM Cost Recovery and Funding Agreement \(32.0.0\)](#)

Commonwealth Edison Company
FERC Power Sales and Reassignment of TransmissionDocket No. ER26-1683-001

- [Rate Schedule No. 1, Cost Recovery and Funding Agreement with MISO and PJM \(1.0.0\)](#)

Docket No. ER26-1538-000, et al.

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Duke Energy Ohio, Inc.
Tariffs, Rate Schedules and Service Agreements

Docket No. ER26-1765-001

- [DEO Rate Schedule No. 289, DEO-MISO CRFA for MTEP PJM Projects \(1.0.0\)](#)

PJM Interconnection, L.L.C.
Rate Schedules

Docket No. ER26-1804-001

- [Rate Schedule FERC No. 51, Rate Schedule FERC No. 51, CRFA between MISO, ComEd, and PJM \(0.1.0\)](#)

Docket No. ER26-1851-001

- [Rate Schedule FERC No. 52, Rate Schedule FERC No. 52, CFRA among MISO, DEO, and PJM \(0.1.0\)](#)

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	Docket No. ER26-1538-000 ER26-1538-001 ER26-1676-000 ER26-1676-001 ER26-1761-000 ER26-1761-001
Commonwealth Edison Company	ER26-1683-001
Duke Energy Ohio, Inc.	ER26-1765-000 ER26-1765-001
PJM Interconnection, L.L.C.	ER26-1804-001 ER26-1851-001

(Issued August 14, 2026)

CHANG, Commissioner, ROSNER, Commissioner, *concurring*:

1. We concur in today's order approving MISO's proposed cost allocation and recovery approach for the MISO-Requested Facilities.¹ We write separately to emphasize that the record in this proceeding underscores a reality the Commission is seeing across multiple regions: a modern grid's value often goes beyond the geographic boundaries of any single transmission provider. Demands on the transmission system are increasing in the face of rapid load additions and more frequent extreme weather events. Accordingly, power systems will need new infrastructure to serve customers efficiently and reliably. As this order highlights, the size and scope of the needed infrastructure may require solutions that are no longer limited to traditional regional borders.

2. Here, we approve MISO's proposed funding arrangement for a set of facilities that are located within the PJM footprint but are necessary to enable MISO's implementation of its LRTP Tranche 2.1.² The geographic facts of this situation create difficulties in

¹ *Midcontinent Independent System Operator, Inc.*, 196 FERC ¶ 61,134 at P 1 (2026).

² *Midcontinent Independent System Operator, Inc.*, 196 FERC ¶ 61,134 at P 13 (2026).

classification within and across MISO and PJM. The MISO-PJM JOA does not allow these facilities to be classified as “interregional,” as they do not meet the agreement’s definition of “interregional facilities.”³ At the same time, these facilities do not meet the requirements of the PJM tariff to be constructed as regional facilities in PJM, nor are they located in MISO, where they could be identified as regional facilities under MISO’s tariff. And yet, these facilities are imperative for MISO’s regional plan. In this case, MISO found a reasonable cost allocation and recovery approach to overcome the challenges associated with classifying these facilities. The steps MISO took to ensure these facilities can be constructed demonstrate the importance and value of interregional transmission projects even while the existing tariff’s legacy definitions for various types of transmission projects presented limitations on the opportunity to identify valuable interregional projects.

3. In the broader context, we write to highlight that this situation clearly demonstrates that in some cases, the most beneficial and cost-effective solutions for one region’s system needs may include transmission upgrades in another region’s footprint. The benefits that these facilities will deliver--which include improved reliability, reduced congestion costs, and more efficient resource integration--are inherently interregional in nature. Developing and building interregional transmission facilities must therefore become a more regular and intentional feature of transmission planning. Greater interregional connectivity will allow regions to share resources more efficiently, mitigate the impacts of extreme weather events, speed the connection of new demand and all types of new energy resources, and minimize collective infrastructure costs. Transmission planners must work proactively and transparently to ensure that customers do not bear higher costs simply because beneficial projects cross regional boundaries or, as in this instance, include system upgrades outside a given region.

4. While we agree with the outcome of this order, we believe the broader lesson is worth noting: interregional solutions can bring great value to customers, and those benefits will only be realized when regions collaborate to plan and fund projects that enhance the resilience and efficiency of the grid we all share.

For these reasons, I respectfully concur.



³ *Midcontinent Independent System Operator, Inc.*, 196 FERC ¶ 61,134 at P10. (2026).

Docket No. ER26-1538

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Judy W. Chang
Commissioner

David Rosner
Commissioner

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EXHIBIT B

Midcontinent Independent System Operator, Inc.,
Notice of Denial of Rehearing by Operation of Law and Providing for Further
Consideration,
Docket Nos. ER26-1538-002; ER26-1676-003; ER26-1761-003; ER26-1683-
003; ER26-1765-003; ER26-1804-002; ER26-1851-002,
197 FERC ¶ 62,036 (Oct. 15, 2026)

197 FERC ¶ 62,036
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	Docket Nos. ER26-1538-002 ER26-1676-003 ER26-1761-003
Commonwealth Edison Company	ER26-1683-003
Duke Energy Ohio, Inc.	ER26-1765-003
PJM Interconnection, L.L.C.	ER26-1804-002 ER26-1851-002

NOTICE OF DENIAL OF REHEARING BY OPERATION OF LAW AND
PROVIDING FOR FURTHER CONSIDERATION

(October 15, 2026)

Rehearing has been timely requested of the Commission's order issued on August 14, 2026, in this proceeding. *Midcontinent Indep. Sys. Operator, Inc.*, 196 FERC ¶ 61,134 (2026). In the absence of Commission action on a request for rehearing within 30 days from the date it is filed, the request for rehearing may be deemed to have been denied. 16 U.S.C. § 825l(a); 18 C.F.R. § 385.713 (2025); *Allegheny Def. Project v. FERC*, 964 F.3d 1 (D.C. Cir. 2020) (en banc).

As provided in 16 U.S.C. § 825l(a), the request for rehearing of the above-cited order filed in this proceeding will be addressed in a future order to be issued consistent with the requirements of such section. As also provided in 16 U.S.C. § 825l(a), the Commission may modify or set aside its above-cited order, in whole or in part, in such manner as it shall deem proper.

Debbie-Anne A. Reese,
Secretary.

EXHIBIT C

Service List



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Service List for ER26-1538-000 Midcontinent Independent System Operator, Inc.

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Service List for ER26-1761-000 Midcontinent Independent System Operator, Inc.

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