UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	**Docket No. ER26-3552-000**

MOTION FOR LEAVE TO ANSWER AND ANSWER

Pursuant to Rule 213(a)(3) of the Federal Energy Regulatory Commission's ("FERC") Rules of Practice and Procedure,[1] Community Organizations and Clean Energy Advocates respectfully submit this Motion for Leave to Answer and Answer to MISO's Answer filed on September 23, 2026,[2] which directly engages with Community Organizations and Clean Energy Advocates' protest of MISO's proposed Zero Generation Interconnection Service ("ZGIS") and Zero Generation Interconnection Agreement ("ZGIA") process.[3] This Answer is timely because it has been filed within 15 days of MISO's September 23 filing.[4]

As described in the Answer below and attached testimony from Mr. Houtan Moaveni, Vice President at Grid Strategies LLC,[5] MISO's Answer does not redress the deficiencies of its proposal. Specifically, the proposed process does not ensure compliance with operational requirements, does not demonstrate that its cost allocation method is just and reasonable, and is not appropriately limited given the foregoing concerns. MISO's Answer also only partially

[1] *See generally* 18 C.F.R. §§ 385.212 and 213 (2026).

[2] Motion For Leave to Answer And Answer Of The Midcontinent Independent System Operator, Inc., Accession No. 20260923-5148 ("MISO Answer").

[3] Protest of Community Organizations and Clean Energy Advocates, Accession No. 20260908-5341 ("Community Organizations and Clean Energy Advocates Protest").

[4] 18 C.F.R. §§ 385.213(d)(1).

[5] Attachment A, Testimony of Houtan Moaveni in Support of the Protest of Community Organizations and Clean Energy Advocates ("Moaveni Testimony").

clarifies the functionality of ZGIS for all resources. As a result, the Commission should designate the filing as deficient and direct further revision.

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MOTION FOR LEAVE

Although the Commission's Rule 213(a)(2) does not generally permit answers to answers,[6] the Commission permits answers for good cause shown, including when an answer contributes to a more accurate, complete record or provides information helpful to the Commission's decision-making process.[7] This Answer will aid the Commission's decision-making process by providing additional perspective in support of the Community Organizations Protest from an electrical engineer with over a decade of transmission and interconnection policy leadership experience with utility and state organizations,[8] as well as additional clarification of the Protest. Community Organizations and Clean Energy Advocates therefore ask that FERC accept this Answer.

ANSWER

Community Organizations and Clean Energy Advocates note three areas of concern that MISO's Answer does not resolve: the failure of the proposed operational requirements to ensure that generators with ZGIA service ("ZG resources") are genuinely *zero injection* such that they warrant expedited processing and do not risk reliability problems; the unjust and unreasonable

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[6] 18 C.F.R. §§ 385.213(a)(2).

[7] *See, e.g.,* 189 FERC ¶ 61,181, at P 20 (2024) (Accepting answers from nine parties "because they have provided information that assisted us in our decision-making process."); *PJM Interconnection, L.L.C.,* 182 FERC ¶ 61,073, at P 13 (2023) ("We accept the answers of J-Power, P3, PJM, Public Interest Entities, and the Market Monitor because they have provided information that assisted us in our decision-making process."); *N.Y. State Pub. Serv. Comm'n v. N.Y. Indep. Sys. Operator, Inc., 158 FERC ¶ 61,137, at P 29* (2017) ("We will accept the Companies' and the Complainants' answers because they have provided information that assisted us in our decision-making process."), *clarified by* 170 FERC ¶ 61,120, *order on reh'g,* 173 FERC ¶ 61,022 (2020), *order on reh'g,* 174 FERC ¶ 61,110 (2021); *Colonial Pipeline Co.,* 157 FERC ¶ 61,173, at P 23 (2016) ("In the instant case, the Commission will accept the Protestors' Answers and Colonial [Pipeline Co.]'s Answer because they have provided information that assisted us in our decision-making process.").

[8] As certain of the Community Organizations and Clean Energy Advocates indicated in the August 28, 2026 Motion for Extension of Time in this proceeding, the original response time of 21 days after MISO's initial filing made it difficult for intervening parties to fully consult with relevant technical personnel. Mr. Moaveni is previously familiar with MISO interconnection issues, having provided expert testimony on the ERAS proposal in Docket No. ER25-1674 last year.

cost allocation methods that shift certain types of costs from ZG resources by socializing them more broadly; and the lack of system-wide limits on the ZGIA process, of which MISO fails to appropriately consider the broader implications. Finally, Community Organizations and Clean Energy Advocates appreciate MISO's Answer regarding the eligibility for hybrid resources, but continue to encourage FERC to require that these clarifications be solidified in the tariff.

A. MISO's Answer Does Not Cure Concerns with ZGIA's Operational Requirements.

In their initial protest, Community Organizations and Clean Energy Advocates explained that MISO's proposal fails to actually limit ZG resources to zero injections due to imprecise and permissive operational standards without adequate penalties and other incentives.[9] MISO's Answer attempts to defend this design, noting that its proposal "imposes specific operational requirements" to enforce ZGIS's zero-injection limitation, including the required installation of communications and monitoring equipment by the ZG resource enabling it to monitor demand of the ZG Associated Load, as well as equipment to enable the Generating facility to reduce its injections within the Transient Tolerance Window.[10] Community Organizations and Clean Energy Advocates do recognize that MISO's proposal includes several measures facially designed to ensure that resources with ZGIAs comply with the operating requirements.[11] But as Mr. Moaveni's testimony further explains, these proposed measures leave several gaps.[12]

By way of analogy, MISO's requirements amount to requiring a car to have a speedometer, without imposing appropriate speed limits on the road, using radar detection for independent identification of speeding, or posting clear penalties to de-incentivize speeding.

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[9] Community Organizations and Clean Energy Advocates Protest at 3-13.

[10] MISO Answer at 7.

[11] *See* Moaveni Testimony at 7-8 (summarizing operational requirements).

[12] *See generally* Moaveni Testimony, Section III (7-25).

Community Organizations and Clean Energy Advocates respond below to explain why the remaining uncertainty in implementation of the Transient Tolerance Window is akin to lacking appropriate speed limits. Further, inadequate verification of compliance testing is akin to not conducting independent speed checks, and reliance on solely a contractual remedy without intermediate remedies or financial penalties is akin to lacking clear and well-calibrated penalties for road violations other than cancelling a driver's license. Finally, we explain that MISO's emphasis on the distinction between interconnection and transmission service, though important to understand, does not dispel Community Organizations' concerns.

1. Neither Explanations in MISO's Answer Nor Provisions in the Business Practice Manual are Adequate Substitutes for Tariff Rules Regarding Key Operational Terms of the Transient Tolerance Window.

Community Organizations and Clean Energy Advocates' Protest explained that MISO did not justify the tariff's use of a twenty-second Transient Tolerance Window,[13] and that MISO's inclusion of supplemental terms in the Business Practice Manual violates the Rule of Reason.[14] MISO's Answer does not remedy these concerns. First, MISO's claim that the twenty-second maximum has a "reasonable engineering basis"[15] relies on the fact that MISO uses a twenty-second study period for other transient responses.[16] But Community Organizations and Clean Energy Advocates' concern is not about using twenty seconds as an interval for transient study generally, but rather, whether the operational consequences of exceeding the zero-injection limitation in this specific context cause reliability violations.[17] As Mr. Moaveni puts simply, "the

[13] Community Organizations and Clean Energy Advocates Protest at 12.

[14] *Id.* at 13.

[15] MISO Answer at 10.

[16] *Id.* at 10-11.

[17] Moaveni Testimony at 17.

Filing does not demonstrate that injections lasting up to twenty seconds are operationally acceptable."[18] That's because while the "study horizon establishes the period analyzed, it does not by itself establish the maximum operationally acceptable duration of an unplanned export."[19] As Mr. Moaveni states, "the permitted duration should be derived from what the system can tolerate at the location in question."[20] And as Community Organizations and Clean Energy Advocates explained in protest, the ZGIA process is unique in that it is entirely defined and justified by virtue of having *zero* injections.[21]

Second, MISO defends the twenty seconds as a just a ceiling, with the potential to be lowered based on tests to be memorialized within the Business Practice Manual,[22] but this is irrelevant since (a) as explained above, there are no demonstrated circumstances that the ceiling is proven to be appropriate under, and (b) in circumstances in which the 20-second ceiling would not be appropriate, the applicability, enforceability, and functioning of the Business Practice Manual are all unclear and unreliable. It is well-established precedent that key terms must be included in the tariff.[23] This precedent is important. A resource's ability to limit its injections to its permitted tolerance window is a condition of ZGIS.[24] MISO offers this service on the basis that resources can and will adhere to these conditions. Yet MISO proposes to leave the details of these conditions to the Business Practice Manual, a document that is developed through the stakeholder process and not filed with the Commission. As Mr. Moaveni explains,

[18] Moaveni Testimony at 16.

[19] *Id.* at 17.

[20] *Id.*

[21] Community Organizations and Clean Energy Advocates Protest at 3.

[22] MISO Answer at 11.

[23] *City of Cleveland v. FERC*, 773 F.2d 1368, 1376 (D.C. Cir. 1985).

[24] *See* Moaveni Testimony at 17.

"[t]he Tariff is the filed rate, and it should therefore contain sufficient detail for MISO to enforce the operating restrictions applicable to a ZG resource."[25]

MISO asserts that placing these critical rules in the manual ensures "consistent" treatment of ZG Interconnection Customers,[26] but this assertion is unsupportable. Only the Tariff both applies equally and is enforceable. To be sure, some minor implementing terms can be appropriate for manual inclusion only. But in MISO's proposal, the Tariff does not even explicitly dictate the baseline *standard* to which ZG resources managed through the Business Practice Manual would be held. As Mr. Moaveni explains, "the performance any such solution [pursued through the Business Practice Manual] must achieve is not stated in the Tariff."[27] Without at least this much of a baseline standard in the Tariff, MISO's filing provides insufficient evidence for the Commission to conclude that rates established by the proposal would be just and reasonable, and the filing is deficient.

2. MISO's Required Equipment Testing is Insufficient Verification to Confirm the Performance of Injection-Limiting Plans.

Community Organizations and Clean Energy Advocates' Protest also explained that the proposal does not sufficiently verify compliance with injection limits because MISO proposes to let ZG resources propose their own protection equipment systems,[28] in tandem with a deferred evaluation by MISO of any "proposed control equipment ***and/or*** operating procedures."[29] As we explained, this open-ended and discretionary approach does not ensure ZGIS' defining features

[25] Moaveni Testimony at 17.

[26] MISO Answer at 11.

[27] Moaveni Testimony at 20.

[28] Community Organizations and Clean Energy Advocates Protest at 9.

[29] Community Organizations and Clean Energy Advocates Protest at 10 (quoting Proposed Att. X § 3.2.5.2.1 (emphasis added)).

are met, nor provide adequate reliability safeguards. MISO now characterizes its choice to avoid any prescription of ZG resources' specific technological approaches in favor of requiring only compliance with operational requirements as "performance-based," which it argues will better adapt to the changing nature of technology.[30] But this characterization imposes a tradeoff between baseline requirements and additional, more flexible performance standards that does not need to exist. MISO ultimately fails to demonstrate that stronger baseline requirements are unnecessary. Moreover, the set of requirements proposed by MISO collectively fail to verify that a ZG resource's injection-limiting scheme will actually perform according to plan.[31]

MISO's reliance on specific tariff and contractual provisions in its Answer only further highlights the inadequacies of its proposal.[32] As Mr. Moaveni acknowledges, pre-operation testing and certain routine inspections and further testing as required by Articles 6.1, 6.2 and 9.7.4.6 do indeed operate to ensure that the control equipment operates as it should under the Appendix A Interconnection Service level.[33] But this is an insufficient scope. First, as Mr. Moaveni continues to explain, "none of [the proposal terms] expressly requires a dynamic demonstration that, following a sudden reduction or loss of associated load, the facility can reduce its output to the load's current withdrawal within the Transient Tolerance Window."[34] In other words, MISO's proposed tariff fails to establish ZG-specific criteria or tests that confirm that a resource's equipment will actually limit injections in operation.[35] Second, while it's generally beneficial that some testing is required, there is no requirement to report such results to

[30] MISO Answer at 8-9.

[31] *See generally* Moaveni Testimony at 21-23.

[32] *See* MISO Answer at 9-10.

[33] Moaveni Testimony at 21.

[34] *Id.* at 22.

[35] Moaveni Testimony at 21.

MISO.[36] Indeed, as Mr. Moaveni notes, there is similarly no requirement to report *actual, non-testing* injection events or control failures to MISO.[37] This impermissibly leaves verification of compliance with reliability requirements in the hands of ZG resources rather than the grid operator.

In short, without "the Tariff [] stat[ing] the zero-injection obligation as a measurable performance criteria rather than as a general requirement to install suitable equipment … there is no assurance that the required equipment will perform as MISO's studies assume."[38]

3. MISO's Limited Remedies for Injection and Equipment Failures Fails to Properly Incentivize Compliance with Performance Standards, Risking Reliability Issues.

As Community Organizations and Clean Energy Advocates explained in Protest, MISO's lack of remedies designed to incentivize ZG resources to ensure that their equipment will perform as required raises similar reliability issues as the lax verification measures.[39] The contractual remedy that MISO has proposed functions only as a "last-resort backstop," offering no consequence other than termination and nothing that operates on the timescale of an injection event.[40] MISO relies on the *pro forma* generator interconnection agreement's general default and termination framework instead of creating remedies tailored to deter or correct injections by ZG resources.[41] While termination may be an appropriate response to persistent or repeated failures, termination alone is not an adequate option set as a remedy for noncompliance when

[36] *Id.*

[37] *Id.* at 22.

[38] *Id.* at 23.

[39] Community Organizations and Clean Energy Advocates Protest at 7.

[40] Moaveni Testimony at 9.

[41] *Id.*

there are no intermediate remedies provided before that point, including remedies that can be applied to protection-scheme misoperations.[42]

As Mr. Moaveni explains in his testimony, MISO's proposal only begins to cover violations of certain types of injections that could occur. Specifically, ZG resources may inadvertently inject power beyond their interconnection substations in three different situations: ordinary tracking errors, contingency-driven transient exports, and control or protection failures.[43] Out of the three circumstances, control or protection failures involve the largest injections and will continue until the controls recover or corrective action is taken.[44] Yetthe Filing does not establish a ZG-specific monitoring, testing, or remedial framework for control or protection failures.[45] While the ZG Impact Assessment models a loss of load followed by a reduction within the Transient Tolerance Window, it does not model a sustained injection beyond it.[46] Nor does the Filing contain automatic or graduated curtailment, suspension, or financial consequence that would give customers an adequate incentive to maintain and correct injection-limiting controls.[47] Article 9.7.4.7(c)'s obligation to cease injection when triggered by the trip of a transmission facility in the delivery path is also not enough to cure the deficiency in the Filing, as it is an operating requirement that responds to a system event, rather than a remedy for non-compliance.[48] In light of these serious risks, Community Organizations and Clean Energy

[42] Moaveni Testimony at 12. The article 17 cure period is not a substitute for intermediate remedies. Article 17 does not impose a ZGIA-specific operating restriction while a cure is pending, nor does it provide an intermediate ZGIA-specific remedy between cure and termination.

[43] *Id.* at 10.

[44] *Id.*

[45] *Id.*

[46] *Id.*

[47] *Id.*

[48] *Id.* at 10-11.

Advocates urge the Commission to direct MISO to include graduated penalties to incentivize better compliance with operational requirements.

MISO answers that this docket is "not the appropriate vehicle" for considering penalty proposals, and states that it does not want to explore penalties here for certain types of generating facilities and service types.[49] But neither FERC nor stakeholders like Community Organizations and Clean Energy Advocates can rely on such vague intentions about future filings. And as it stands, the proposed new ZGIS put forth for FERC's approval lacks proper incentives and requirements for compliance that penalties could help remedy. As Mr. Moaveni explains, the penalties need not be limited to just penalizing exceedance of fixed interconnection service. [50] Instead, Mr. Moaveni recommends that MISO should tie penalties to the zero-injection protection schemes on which the ZG interconnection service depends.[51] In other words, MISO can, within this proposal, establish penalties for control equipment failure that need not pre-judge penalty scheme consistency with future products yet to come.[52] We note that MISO's avoidance of penalties in this context is newfound. MISO's own previous ZGIA proposal to its stakeholders in June 2026 demonstrated that penalties would be appropriate for ZG resources and ZGIS. In a proposal to its Large Load Working Group in June 2026, MISO stated that it would "monitor each ZGIA for injections and will consider substantive charges for any injections."[53]

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[49] MISO Answer at 8.

[50] Moaveni Testimony at 15.

[51] *Id.*

[52] To the extent that specifically penalizing "unreserved use of the transmission system" would require a broader proceeding as MISO suggests in its Answer at 8, then Community Organizations and Clean Energy Advocates suggest that a different solution is appropriate. It does not, however, mean that there is not a deficiency in the current proposal.

[53] Moaveni Testimony at 12.. *See also Consideration of Zero-Injection GIA,* MISO Large Load Working Group (Jun. 10, 2026), https://cdn.misoenergy.org/20260610%20LLWG%20Item%2005%20Market%20Participation%20and%20Registration%20of%20Co-Located%20Load%20and%20Generation763097.pdf.

MISO's Answer also relies heavily on the distinction between interconnection and transmission service in order to minimize its proposal's general permissiveness of violations of zero-injection requirements.[54] For example, MISO states that the "ZGIS provides no general right to inject energy onto the Transmission System and does not convey Transmission Service."[55] MISO also quibbles that the twenty-second limit is not an authorization to inject for twenty seconds, but rather, the maximum interval "within which a project must satisfy the applicable study and operating requirements," or potentially a shorter interval if determined by the Business Practice manual.[56] But this is still accurately—and perhaps more tellingly—described as a potential twenty-second period in which there are not clear consequences to the ZG resource for injecting, without adequate guarantee that there will not be reliability impacts as a result. The issue is not that ZGIS or the Transient Tolerance Window provides *a right* to inject onto the Transmission System, but that ZGIS does not adequately penalize ZG resources *when they do inject* outside of or beyond the Transient Tolerance Window or adequately prevent them from doing so. The question is whether the Tariff attaches any operational consequence to injections, outside of or beyond the Transient Tolerance Window, onto the Transmission System beyond the substation.[57] It does not.

Finally, MISO invokes Order No. 845 in justifying its lack of penalties for unauthorized injections here.[58] But as Mr. Moaveni explains, the potential exceedance of interconnection service level in other contexts that MISO discusses in its Answer is different than the ZG control

[54] *See* MISO Answer at 4, 6, 8.

[55] MISO Answer at 6.

[56] *Id.* at 12.

[57] *See* Moaveni Testimony at 14.

[58] MISO Answer at 8.

failures that are at issue here.[59] A conventional generating facility has a fixed interconnection service level and went through an interconnection study where necessary Network Upgrades were identified.[60] A conventional generator's exceedance of that level would be a departure from a quantity that the system was studied to carry.[61] In contrast, a ZG resource has no general right to export beyond the interconnecting substation and its permissible output is limited by the associated load's current withdrawal, which can change abruptly.[62] As Mr. Moaveni explains, "[t]he loss of the associated load does not itself change the [ZG] resource's dispatch instruction on the seconds-scale of the Transient Tolerance Window, and the Filing caps the resource's registered operating limits at the load's peak Demand rather than its current withdrawal."[63] Compliance depends on the injection-limiting scheme preventing a sustained export onto a system that was neither studied nor upgraded for it.[64] Additionally, Order No. 845 "rested on the adequacy of existing interconnection agreement mechanisms for the exceedance it addressed," but those mechanisms—monitoring, testing, and verification—are what the ZGIA now leaves incomplete for a control failure.[65]

B. MISO's Answer Fails to Disprove or Justify the ZGIA Process's Creation of Potential Cost Shifts.

Community Organizations and Clean Energy Advocates' Protest explained two pathways that the ZGIS process allows for costs associated with ZG resources and large loads to be socialized more broadly: via the modeling overlaps between ZG and Definitive Planning Process

[59] Moaveni Testimony at 14.

[60] *Id.*

[61] *Id.*

[62] *Id.*

[63] *Id.*

[64] *Id.* at 15

[65] *Id.*

("DPP") resources, and via the risk that ZG resources relied on as transmission alternatives to support new load might not materialize, and thus the transmission need would have to be met through MISO's Transmission Expansion Process ("MTEP"). MISO's Answer continues to improperly assume that the definitional limits of ZGIS will prevent such cost issues—which Mr. Moaveni's testimony explains in detail is not the case from an engineering perspective—and seems to misunderstand the concern related to crediting ZG resources as transmission alternatives. Despite these concerns, MISO also argues it should not yet be forced to provide enough transparency to detect potential cost shifts. The Commission should redirect MISO on these points.

1. MISO's Reliance on the Limited Nature of ZGIS Does Not Justify Socialization of Upgrades to Address Cumulative Grid Impacts.

As Community Organizations and Clean Energy Advocates explained in Protest, the difference in assumptions built into the baseline of the study models for ZGIA resources and the DPP force upgrades arising from cumulative impacts between the two processes to be resolved through MTEP, where costs are broadly socialized.[66] MISO does not contest the differences between the models, nor how conflicts would be resolved.[67] Instead, MISO suggests that that the limits inherent to ZG service – namely peak load limits and the requirement to be at the same substation and voltage level – should generally serve to limit cumulative upgrade needs.[68] But MISO's assumption about ZG resources is not supported by evidence, and fails to otherwise justify socialization of costs that may nevertheless arise to cover upgrades to cover cumulative impacts on the grid resulting from the addition of ZGIA resources.

[66] Community Organizations and Clean Energy Advocates Protest at 24-26.

[67] *Compare* MISO Answer at 14, Moaveni Testimony at 29-30.

[68] MISO Answer at 14-15.

MISO's assertion that the defining limits of ZG resources will prevent grid strain from these resources does not withstand scrutiny. As Mr. Moaveni explains, "a generating facility affects the transmission system in ways that do not depend on whether it is exporting real power."[69] For example, "[a]n energized generator can contribute fault current to nearby buses even when it is not exporting real power."[70] This matters because the technology and grid functions that would address such issues – breaker interrupting capability and protection coordination margins at nearby substations – are "a finite and shared capacity on which pending DPP projects also rely."[71] As a result, the double allocation of access to such resources between ZGIA and DPP resources is not resolved by injection, substation or voltage requirements. And this is just one example of potential cumulative impacts. As Mr. Moaveni's testimony further explains, merely "[p]reserving transfer capability therefore does not establish that ZG resources omitted from a DPP model, or DPP projects omitted from a ZGIA model, have no short-circuit, protection, voltage, or dynamic interaction with one another."[72]

The Commission should reject the filing as deficient because both MISO's filing and MISO's Answer fail to either refute such cumulative impacts or justify their resolution in MTEP, which socializes costs to load more broadly.

2. MISO's Defense of the 5-Year Contract Terms Misunderstands the Nature of Potential Transmission Cost Shifts.

MISO's filing allows for ZG generating facilities to be credited as non-transmission alternatives, which recognizes that the proximate nature of the facilities and intent for the load to

[69] Moaveni Testimony at 30.

[70] *Id.*

[71] *Id.* at 31.

[72] *Id.* at 31-32.

be served by the ZG generate can defer upgrades that would otherwise be needed to serve the ZG Associated Load.[73] But as Community Organizations and Clean Energy Advocates flagged in Protest, MISO's filing contains no measures to backstop the cost and reliability issues this favorable treatment would cause in the event that the generating facility fails to materialize or retires early.[74] As Mr. Moaveni explains, this means that if a ZG resource does not materialize and thus causes the underlying transmission need to re-emerge, the resulting transmission upgrades that would still be needed to serve the associated load would be broadly socialized via MTEP.[75]

MISO's Answer appears to either misunderstand this concern[76] or choose not to address it before the Commission. Yet as Mr. Moaveni testifies, MISO has previously acknowledged that "[i]f ZGIA agreements are not met and upgrades become necessary, those costs are still allocated to the load in the Local Pricing Zone," and that "MISO is not proposing any changes to cost allocation of either generation or transmission investments in its ZGIA efforts. Cost allocation could be a component of the broader large load efforts taking place at the Large Load Working Group."[77] While MISO may not be changing cost allocation *per se*, as Mr. Moaveni explains, the associated large load in this situation would have already received the significant benefit of this proposal—namely, expedited connection to the grid.[78] Moreover, the rapid emergence of transmission needs in such a scenario might cause further complications and more expensive

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[73] *See* Keyser Test. at 19 (explaining Attachment FF). *See also* Moaveni Testimony at 25-29.

[74] Community Organizations and Clean Energy Advocates Protest at 21-22.

[75] Moaveni Testimony at 26-27.

[76] *See* MISO Answer at 16, discussing the potential consequences of a ZG-associated load – rather than the generating resource – failing to become operational. *See also* MISO Answer at 17-18, which states that "deferred upgrades" concerns are mitigated by the limited nature of ZGIA service, but does not account for what happens if the generator with ZGIA service no longer exists.

[77] Moaveni Testimony at 26-27 (quoting April 15 Feedback Response at 8).

[78] *Id.* at 27-29.

upgrades that the proposal does not contemplate. As Mr. Moaveni concludes, MISO "provides no ZGIA-specific means of addressing the timing, reliability, and cost consequences of a need that re-emerges when the arrangement on which MISO relied did not perform."[79]

3. MISO Cannot Justify Exempting ZGIS from FERC's Emphasis on Transparency to Prevent Large Load-Related Cost Shifts.

Community Organizations and Clean Energy Advocates' Protest explained that MISO's proposal does not provide sufficient information to identify potentially deferred or shifted costs of transmission upgrades as a result of the large load associated with the ZG resource, and noted this conflicts with FERC's Show Cause Orders on large loads.[80] MISO answers that its ZGIS proposal need not address all of the issues raised in the Show Cause Orders.[81] While we do not dispute this assertion in its entirety, it is misplaced here. The Commission should not allow MISO to add *new* processes to the tariff that suffer from the same flaws that the Commission has *already* found to be unjust and unreasonable—namely, lack of transparency surrounding cost causation.

MISO further avers that the transparency measures requested by Community Organizations and Clean Energy Advocates are not required of requests in the Definitive Planning Phase, and that MISO does not propose to reduce any generally applicable transparency requirement.[82] As Mr. Moaveni explains, comparisons to other processes are not relevant. "The question is whether existing procedures allow anyone to trace the linkage this service creates

[79] Moaveni Testimony at 28.

[80] Community Organizations and Clean Energy Advocates Protest at 14-15.

[81] MISO Answer at 18.

[82] *Id.* at 17.

between a particular ZG resource, the load-serving transmission assumption made in reliance on it, and a later MTEP reconciliation."[83]

Notably, MISO does not appear to contest the feasibility of requiring these greater transparency requirements, nor their effectiveness in potentially elucidating cost allocation issues. In contrast, Mr. Moaveni confirms Community Organizations and Clean Energy Advocates' concerns, finding that "[t]o determine whether an upgrade identified in a later MTEP cycle resulted from assumptions made in the ZGIA process, a party would need the ZG study results, the models and base-case vintage used, the upgrades deferred in reliance on the resource, and the operating history of that resource."[84] In the current proposal, none of that is required to be public. In order to rectify this issue and align with the Commission's concerns in the Show Cause Order, Mr. Moaveni instead recommends that the Commission direct MISO to publish: the ZG requests received in each quarterly study period, with megawatt quantity, technology, location, and status; the study reports and the base case used; the Network Upgrades identified and, separately, the upgrades deferred in reliance on each ZG resource; affected-system results; requests rejected for requiring upgrades beyond the interconnecting substation; and an annual report of injection events, control failures, and any enforcement actions.[85]

C. MISO's Answer is Nonresponsive to Key Concerns Related to the Lack of Overall Limits on the ZGIA Process.

As Community Organizations and Clean Energy Advocates noted in Protest, MISO's proposed ZGIA process differs from other Commission-approved interconnection fast tracks in lacking any program-wide limitations, such as a limited duration or aggregate megawatt or

[83] Moaveni Testimony at 39.

[84] *Id.* at 38-39.

[85] *Id.* at 39.

project number cap.[86] MISO's Answer suggests that the quarterly study limit and the defining terms of ZGIS are sufficient limitations.[87]

However, MISO's Answer fails to engage with the cumulative impacts that would grow in magnitude alongside ZGIS uptake. As Mr. Moaveni explains, "the Filing does not examine how a growing share of generation dedicated to specific loads affects resource adequacy for the rest of the system."[88] Moreover, at a time in which the high cost of new entry continues to be prohibitively expensive and capacity prices continue to increase, this potential diversion of new entry, which is not examined in the filing, raises key questions for both resource adequacy and just and reasonable electricity and capacity rates. MISO's answer, which dismisses an aggregate cap as unnecessary because the amount of ZGIS for each ZG resource is limited to the peak demand of its associated load,[89] fails to grapple with either of these critical considerations.

With regard to the lack of a temporal limit on the ZGIA process – which MISO's Answer seems to ignore, considering only the suggestion for term-limited individual ZGIS rights —any reliability issues that do arise will be harder to address if the program is put into place permanently, as a follow-up Section 205 or 206 proceeding would be required. As Mr. Moaveni explains, approving ZGIA as a time-limited process, much like MISO ERAS, "would permit the Commission and stakeholders to observe how many resources actually use the pathway, whether the injection limits hold in operation, and whether upgrades are later identified in transmission planning that were not anticipated in the interconnection studies, before the service becomes a permanent feature of the Tariff."[90]

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[86] Community Organizations and Clean Energy Advocates Protest at 16-18.

[87] MISO Answer at 19.

[88] Moaveni Testimony at 44.

[89] MISO Answer at 19.

[90] Moaveni Testimony at 44.

Community Organizations and Clean Energy Advocates therefore reiterate their request that the Commission find the filing is deficient absent program-wide limits to appropriately narrowly tailor this process.[91]

D. MISO's Answer Provides Some Helpful Clarification Regarding Hybrid Resource Participation, But the Commission Should Order Broader Confirmation via Compliance Directive or Deficiency Notice.

In our initial Protest, Community Organizations and Clean Energy Advocates sought clarification on the rules governing participation of hybrid resources as ZG resources.[92] We appreciate the clarifications in MISO's Answer,[93] and particular MISO's openness to a compliance directive to clarify that the term "firm interconnection service" is intended to refer to deliverability.[94] However, the Commission should issue a broader directive to confirm the other points under discussion in the tariff as well.

Such further action is necessary because although though MISO's Answer states that charging behavior would be studied as part of the ZG Impact Assessment "consistent with MISO's treatment of charging in the DPP study process,"[95] as Mr. Moaveni explains, the current explanation differs from MISO's stakeholder explanation that storage charging "is not considered during the interconnection queue process."[96] Moreover, even if MISO's current statement were taken at face value, Mr. Moaveni notes four areas of uncertainty that such a framework would

[91] Community Organizations and Clean Energy Advocates Protest at 16-18.

[92] *Id.* at 26-27.

[93] MISO Answer at 20-21.

[94] *Id.* at 21.

[95] *Id.* at 20.

[96] Moaveni Testimony at 41.

create for hybrid resources, "where the defining constraint is the relationship between generation output and a specific load."[97] These include:

> " (1) whether energy used to charge the storage component from the co-located generation constitutes a withdrawal requiring transmission service;
>
> (2) whether charging from the Transmission System increases the Demand of the ZG Associated Load and therefore the permissible level of ZG Interconnection Service under Section 3.11(v);
>
> (3) how a charging storage component is represented in the load-trip stability case required by Section 3.2.5.2.1, given that a charging battery is itself a load that can be lost; and
>
> (4) how charging energy is metered and settled where the resource and the load must be metered separately."[98]

As Mr. Moaveni concludes, "these questions are material to project design, study treatment, and commercial evaluation."[99] As such, FERC should require MISO to provide this further clarity on critical hybrid resource eligibility in the tariff.

CONCLUSION

To effectuate MISO's zero injection concept without raising the risk of adverse reliability events and cost shifts, Community Organizations and Clean Energy Advocates respectfully ask the Commission to use its authority to direct MISO to cure the deficiencies with filing before accepting it.

[97] Moaveni Testimony at 40.

[98] *Id.*at 40-41.

[99] *Id.* at 41.

DATED: October 8, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing has been served in accordance with 18 C.F.R. § 385.2010 upon each party designated on the official service list in this proceeding by email.

DATED: October 8, 2026

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ATTACHMENT A

Testimony of Houtan Moaveni in Support of the Protest of
Community Organizations & Clean Energy Advocates

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UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	)	Docket No. ER26-3552-000

Testimony of Houtan Moaveni in Support of the Protest of Community Organizations and Clean Energy Advocates

I. Introduction

Q. Please briefly summarize your qualifications.

A. My name is Houtan Moaveni. I am a Vice President at Grid Strategies LLC, where I advise on energy policy, siting and permitting, transmission planning, and generation interconnection. I am an electrical engineer by training, with a Bachelor of Science in Electrical Engineering from the University of Tehran and a Master of Science in Energy Management and Policy from École Nationale Supérieure des Mines de Paris.

I have nearly 19 years of experience in the energy sector. I was the founding Executive Director of the New York State Office of Renewable Energy Siting (ORES) and, before that, Director of Facility Certification and Compliance at the New York State Department of Public Service (DPS), where I worked with the transmission owners and the New York Independent System Operator on transmission planning and major transmission projects. At the New York State Energy Research and Development Authority (NYSERDA), I served as the state's interconnection ombudsman and co-chaired its interconnection policy working group. Earlier, at the New York Power Authority (NYPA) and the Florida Solar Energy Center (FSEC), I worked on transmission system operations,

grid impact modeling, and generation interconnection, including the integration of inverter-based resources on distribution and transmission networks.

My curriculum vitae is attached to this testimony as Attachment HM-1. I submit this testimony in support of the Protest of Community Organizations and Clean Energy Advocates. Unless otherwise noted, the statements in this testimony are based on my personal knowledge.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to evaluate the Zero Injection Generator Interconnection Agreement ("ZGIA") construct that the Midcontinent Independent System Operator, Inc. ("MISO") filed on August 18, 2026, from the perspective of interconnection process design, transmission planning, and queue management.[1] I address five questions: whether the zero-injection obligation that justifies expedited treatment is enforceable; whether the proposal establishes cost responsibility when MISO relies on a ZG resource in transmission planning, and whether its study assumptions are adequate to capture cumulative effects and appropriately assign responsibility for later-identified upgrades; whether it provides sufficient transparency to identify later-arising costs; whether it resolves how storage paired with generation will be treated; and whether it contains limiting principles appropriate to a permanent expedited service. My testimony takes into account MISO's September 23, 2026 Answer to the protests and comments.[2]

[1] Midcontinent Independent System Operator, Inc., Zero Injection Generator Interconnection Agreement, Docket No. ER26-3552-000 (Aug. 18, 2026) ("Filing"). Citations to the transmittal letter are to its internal pagination and appear as "Transmittal at __." Citations to the Prepared Direct Testimony of Marc Keyser, submitted as Tab C to the Filing, appear as "Keyser at __." Citations to proposed Tariff provisions are to the clean Tariff sheets submitted as Tab B.

[2] Motion for Leave to Answer and Answer of the Midcontinent Independent System Operator, Inc., Docket No. ER26-3552-000 (Sept. 23, 2026) ("MISO Answer"). Page citations to the MISO Answer are to the pages of the filed PDF.

A properly designed zero-injection interconnection service could facilitate generation dedicated to serving new load and avoid unnecessary transmission construction, and MISO narrowed the product in several respects during its stakeholder process. The question is whether the Filing, as submitted, contains the enforceable operating requirements, cost protections, study safeguards, and limiting principles that a permanent expedited service requires. In several material respects, it does not.

II. Summary of Findings

Q. Please summarize MISO's proposed new form of interconnection service.

A. MISO proposes a new form of interconnection service, ZG Interconnection Service, for a generating facility that connects at the same voltage level of the same substation as a Point of Withdrawal of an identified load, and that serves only that load.[3] The amount of interconnection service is capped at the total Demand of the associated load, although installed nameplate capacity is not capped.[4] ZG Interconnection Service provides no general right to inject onto the Transmission System beyond the interconnecting substation, and the resource cannot require Network Upgrades beyond that substation other than System Protection Facilities. Following a reduction or loss of associated load, however, the Tariff permits a Transient Tolerance Window (a specified length of time) within which the resource must reduce its output to the applicable level.[5] Requests are studied serially, on a first-come, first-served basis, in quarterly study periods limited to ten Interconnection Requests each, with an impact assessment that MISO expects to complete

[3]Proposed Generator Interconnection Procedures ("GIP") § 3.2.5.1; § 3.11(ii).

[4]GIP § 3.11(v); Keyser at 9–10.

[5]GIP § 3.2.5.1(1)–(2); § 3.11(iii).

within ninety days, leading to an executed agreement.[6] The service is permanent. Netting is prohibited, and the associated load remains firm network load that pays for transmission and ancillary services on a gross basis.[7]

Q. Please summarize your findings regarding MISO's proposed ZG Interconnection Service.

A. Based on my review of the Filing, I have identified the following issues:

1. The Filing does not establish a complete, graduated enforcement regime specific to the zero-injection obligation that justifies expedited treatment. The ZGIA provisions establish no injection-specific penalty, no ZGIA-specific telemetry performance standard, no required load-rejection test or acceptance criterion for the obligation to reduce output within the Transient Tolerance Window, no ZGIA-specific retesting interval, and no reporting requirement for injection events or control failures, and they do not address repeated excursions within the permitted tolerance window. The agreement instead relies on its general breach, cure, and termination provisions and does not establish intermediate consequences calibrated to the severity or recurrence of injection events. As a result, the Filing does not provide the tools needed to detect, correct, and deter a failure of the injection-limiting controls. Such a failure would allow exports beyond the permitted tolerance, which could create reliability problems for other customers on the system.

2. The operative injection tolerance is delegated in material part to the Business Practices Manual for Large Load, which is not filed with the Commission. The Filing ties the twenty-second ceiling to the length of MISO's transient stability study and to commercial practicality, but

[6] GIP § 3.11.2; Keyser at 18; Transmittal at 15.

[7] Transmittal at 8, 18.

does not demonstrate that injections lasting that long are acceptable under the relevant operating conditions. While the Tariff establishes twenty seconds only as an outer ceiling, the criteria determining when a shorter operative window applies are left to that manual, which leaves unresolved how those criteria will be applied.

3. The Filing leaves cost responsibility unresolved when MISO relies on a ZG resource in transmission planning. A ZG resource may be credited as a Non-Transmission Alternative that defers upgrades otherwise needed to serve the associated load. If the resource fails to materialize, retires early, or becomes permanently unavailable, the deferred need may re-emerge in a later transmission expansion planning cycle, and MISO has stated that the resulting costs would be allocated to load in the Local Pricing Zone. Depending on how the project is classified under MISO's planning and cost-allocation rules, the same or substantially the same customers may have borne those costs had the load entered service without a ZG resource, so the ZGIA does not necessarily change who pays. What it changes is when, and on what terms, the need is addressed. If the resource is lost after the load is in service, the need re-emerges when the Filing's principal express remedy for pre-service non-performance, a discretionary delay of the load's in-service date, no longer applies. The Filing contains no mechanism to record the deferred need, tie it to the ZG arrangement, or address the reliability and cost consequences if the planning assumption fails.

4. The study process does not capture certain cumulative effects of ZG resources and projects in the standard interconnection queue. ZGIA studies exclude pending Interconnection Requests without executed agreements, and the Definitive Planning Phase (DPP) base case is not updated for ZGIAs approved mid-cycle. Because an energized generator can affect short-circuit duty, protection coordination, voltage performance, and dynamic behavior whether or

not it exports real power, projects in each track may be found acceptable against models that omit the other. In effect, a ZG resource can contribute to short-circuit duty and reduce the breaker interrupting and protection-coordination margin at nearby substations on which pending DPP projects, including requests submitted before the ZG request, may also rely. As a result, problems such as overdutied breakers or miscoordinated protection may be identified only through a later reconciliation or planning study, after the ZGIA has been executed. The Filing provides no ZGIA-specific mechanism for determining and assigning responsibility for an interconnection-related upgrade identified later because of the combined effects of the ZG resource and pending DPP projects. An executed agreement from MISO's Expedited Resource Addition Study (ERAS) process, which the Filing uses as its model, shows how this study architecture operates. Its prior-queue accounting is defined to reach only other requests within the same expedited pathway, and in that agreement it is empty.

5. The proposal does not require MISO to publish the study results, base-case information, and upgrade information needed to trace whether a later transmission need is related to assumptions made in the ZGIA process. Without that information, the cost consequences described above would be difficult for the Commission or stakeholders to detect.

6. Although paired generation-and-storage configurations are facially eligible for ZG Interconnection Service, the Tariff does not state how storage charging is treated for interconnection study, service-cap, metering, and transmission service purposes. These unresolved issues create practical uncertainty for paired generation-and-storage projects and may complicate or discourage use of the ZGIA pathway by resources that are otherwise well suited to it.

7. The proposal establishes a permanent parallel interconnection process whose only cumulative limit is a quarterly study-throughput cap. There is no sunset, no aggregate project cap, no aggregate megawatt cap, no locational concentration limit, and no required transition into the standard process. As a result, the reliability and cost effects described in this testimony can accumulate over time without any required point at which the Commission reviews operating experience and revisits the construct.

Each of these issues can be addressed. I recommend that the Commission require MISO to cure the deficiencies in its proposal by placing the essential operating standards and graduated remedies for injection events in the Tariff; addressing the consequences if a resource relied on to defer upgrades is lost; requiring cumulative study models and defined restudy triggers; publishing the information a reconciliation would require; clarifying the treatment of storage charging in the Tariff and explaining how resource adequacy accounts for ZG resources; and adopting an initial sunset or aggregate cap.

III. Enforceability of the Operating Requirements

Q. What measures does MISO propose to ensure that resources with ZGIAs comply with the operating requirements?

A. MISO proposes the following:

1. A study requirement: The ZG Impact Assessment reviews the proposed configuration, the electrical connection between the generating facility, the associated load, and the Transmission System, and "the proposed control equipment and/or operating procedures" to determine

whether these are sufficient to prevent injections beyond the interconnecting substation. The stability and steady-state analyses include a case in which the associated load trips offline.[8]

2. Equipment obligations in the agreement: The interconnection customer must install communications and monitoring equipment enabling it to monitor the demand of the associated load; install equipment enabling it to reduce injections to a level not exceeding that demand within the Transient Tolerance Window; and cease all injection within that window if any transmission facility over which energy must flow to reach the associated load trips offline. The equipment is identified in Appendix A to the agreement.[9] MISO has agreed that this obligation is intended to be measured against the "amount of Energy currently being withdrawn by the ZG Associated Load," rather than the load's peak Demand, and has offered to revise Article 9.7.4.7 and the definition of the Transient Tolerance Window accordingly on compliance.[10]

3. A tolerance window: The Transient Tolerance Window "shall be no greater than 20 seconds, and is further described by the Business Practices Manual for Large Load," and is subject to Transmission Owner local planning criteria.[11]

4. Metering and registration: The resource must be metered separately from the associated load, and a resource larger than 5 MW must register and participate in MISO's markets as a Generation Resource, Electric Storage Resource, or Dispatchable Intermittent Resource before commercial operation.[12]

5. Market offer limits: Seven Module A limit definitions are revised to provide that a ZG resource's maximum operating level shall be less than the Demand of its associated loads.[13]

6. Testing provisions: The agreement carries forward the pro forma testing articles. Article 6.1 requires pre-operation testing of the Interconnection Customer's System Protection Facilities, including control equipment used to limit injection to the service level stated in Appendix A,

[8]GIP § 3.2.5.2.1.

[9]Proposed Attachment X, Appendix 19 ("ZGIA"), art. 9.7.4.7.

[10] MISO Answer at 22.

[11]Proposed Module A, definition of "Transient Tolerance Window."

[12]ZGIA arts. 7.1, 7.1.1; proposed Module C § 38.2.2.

[13] Transmittal at 17–18.

and provides that similar testing may be required after initial operation; Article 6.2 requires routine inspection and testing in accordance with Good Utility Practice; and Article 9.7.4.6 requires calibration and functional trip tests of System Protection Facilities before the In-Service Date and Commercial Operation Date, at intervals suggested by Good Utility Practice, and following any apparent malfunction.[14]

7. A contractual remedy: The agreement incorporates the breach, cure, and termination provisions of MISO's pro forma Generator Interconnection Agreement. Under Article 17, a non-breaching Party gives notice of a breach; the breaching Party has thirty days to cure, or up to ninety days if the cure cannot be completed sooner; and if the breach is not cured, the non-breaching Party terminates the agreement, subject to any required notice filing with the Commission.[15] The agreement adds no injection-specific or graduated consequence of its own.

Q. What is the likely effectiveness of these measures, and what risks remain?

A. The proposed measures do not provide adequate assurance that the zero-injection obligation will be met, in three respects. First, the only express remedy for an injection-limiting scheme that fails to perform is the agreement's general breach, cure, and termination framework, which operates on a timescale of weeks to months and offers nothing between a cure demand and termination. Second, the criteria that determine whether a given transient injection is permitted or is a violation are left to a Business Practices Manual rather than stated in the Tariff, and the Tariff does not specify the control performance, or the coordination with ride-through requirements, needed to meet them. Third, although the Filing requires equipment testing, it does not require the dynamic load-rejection demonstration, ZG-specific ongoing performance criteria, or event reporting needed to confirm that the injection-limiting scheme performs as assumed. I address each in turn.

[14] ZGIA arts. 6.1, 6.2, 9.7.4.6.

[15] ZGIA arts. 17.1.1, 17.1.2, 2.3.3.

Q. How does the proposed contractual remedy, without additional measures, function to ensure compliance with the operating requirements?

A. The proposed contractual remedy functions only as a last-resort backstop. It offers no consequence short of termination, and nothing that operates on the timescale of an injection event. The Filing relies on the pro forma generator interconnection agreement's general default and termination framework rather than on a remedy designed to deter or correct injections by ZG resources. To see why that matters, it helps to distinguish the ways in which a ZG resource can inject power beyond its interconnecting substation.

MISO refers generally to "inadvertent" or "unintended" injections, but those terms cover three different situations: ordinary tracking error, contingency-driven transient export, and control or protection failure. In an ordinary tracking error, generation briefly exceeds contemporaneous load by a small margin during normal operation. In a contingency-driven transient export, the associated load trips or drops sharply and the generating facility has not yet reduced its output. In a control or protection failure, the injection-limiting scheme does not arrest the export within the permitted window. These situations differ in likelihood and consequence, as well as in how they are detected and in the appropriate response. MISO's proposed Transient Tolerance Window addresses contingency-driven transient export, and the proposed offer administration process addresses, at most, part of ordinary tracking error. No ZGIA-specific provision directly addresses the third situation, in which the facility continues exporting beyond the permitted tolerance because the mechanism intended to limit that export did not perform as expected.

The situation in which exports continue beyond the tolerance window because a control mechanism fails is the situation in which a remedy matters most, for three reasons. First, it involves

the largest injection, because absent a working scheme the facility's full output can flow onto the Transmission System rather than the small margin of a tracking error. Second, it is not necessarily self-limiting; a transient export ends when the controls act, while a control failure can persist beyond the permitted window until the controls recover or corrective action is taken. Third, it is the situation the studies did not evaluate, since the ZG Impact Assessment models a loss of load followed by a reduction within the Transient Tolerance Window, not a sustained injection beyond it.

Yet the Filing does not establish a ZG-specific monitoring, testing, or remedial framework for control failures. The ZGIA provisions contain no automatic or graduated curtailment, suspension, or financial consequence tied to an unauthorized injection that would give ZG customers a continuing incentive to maintain and correct their injection-limiting controls. The only contractual backstop is the agreement's general breach-and-cure framework, which operates on a thirty- to ninety-day timescale suited to contractual defaults and, if the breach is not cured, leads to termination. Nor does Article 9.7.4.7(c) fill that gap. Its obligation to cease injection is triggered by the trip of a transmission facility in the delivery path; it is an operating requirement that responds to a system event, not a remedy for non-compliance.

Termination, standing alone, is not a workable remedy for operating non-compliance. A ZG resource is by design dedicated to serving its associated load, and the Filing requires the associated arrangement to state an expected term of at least five years. Terminating the interconnection agreement would eliminate the generator's interconnection rights and leave the associated load's full demand dependent on network service. Without intermediate measures, termination provides no means of correcting an isolated or remediable control failure, and its consequences fall on the associated load as well as on the party whose equipment failed to perform. The injection-limiting

scheme must act whenever the load's withdrawal falls, not only when the load trips entirely, and termination removes the load's dedicated supply for the remainder of the term, long after the event that triggered it.

Termination can also create an immediate planning and operating challenge. Because the associated load remains firm network load, termination requires its full demand to be supplied from the Transmission System; where facilities have been deferred in reliance on the ZG resource and are not yet in service, MISO may need interim operating measures or accelerated construction, as discussed in Section IV. Termination may well be the appropriate response to persistent or repeated failure, but the Filing offers nothing before that point. Intermediate remedies should be available and applied proportionately to an isolated protection-scheme misoperation, repeated non-compliance, and persistent failure. Those intermediate measures could include a ZGIA-specific cure period during which operating restrictions apply, mandatory load-rejection retesting after an injection event, temporary suspension pending correction, financial consequences for unauthorized injections, and escalation for repeated events, with termination reserved for the end of that sequence.

The Article 17 cure period is not a substitute. It is not clear that a single injection event, once it has ended, is a Breach that can be cured in the Article 17 sense. If it is treated as cured once the scheme is restored, Article 17 itself imposes no injection-specific consequence for the completed event; if it is treated as a Breach that is not capable of being cured, Article 17 provides that the non-breaching Party "shall terminate" the agreement.[16] Either way, Article 17 does not impose a

[16] ZGIA arts. 17.1.1, 17.1.2.

ZGIA-specific operating restriction while a cure is pending or provide an intermediate remedy between cure and termination.

Existing reliability standards do not fill this gap either. Protection-system misoperation reporting asks whether a protection scheme operated as it was designed to operate. It does not ask whether the scheme achieved the zero-injection obligation on which ZG Interconnection Service is premised. A protection system can perform exactly as engineered and still permit injections inconsistent with the terms of the interconnection service.

Intermediate compliance measures of this kind are feasible. Indeed, MISO described a more complete compliance regime to stakeholders than the one in the Filing. When previewing the proposal to the Large Load Working Group in June 2026, MISO stated that "MISO will monitor each ZGIA for injections and will consider substantive charges for any injections; injecting more energy than the resource interconnection service limit can be cause for termination of the interconnection agreement."[17] Of the three elements in that sentence, only the last appears in the proposed Tariff. The ZGIA provisions impose no express obligation on MISO to monitor ZG resources for injections and establish no injection-specific charge. Narrowing a proposal after stakeholder review is not unusual. The point is that MISO itself identified monitoring, and a consequence short of termination, as appropriate components of this construct. The Tariff should establish that compliance framework rather than relying solely on the agreement's general default provisions.

[17]MISO, Consideration of Zero-Injection GIA: Market Participation and Registration of Co-Located Load and Generation (PAC-2024-4B), Large Load Working Group, at 8 (June 10, 2026) ("June 10 LLWG Presentation").

MISO has itself considered a graduated regime for a closely analogous large-load obligation. In its August 12 presentation on non-firm transmission service, MISO stated that it "is evaluating appropriate consequences for failure(s) to curtail including forced remote disconnect, financial penalties, or suspension/revocation of service."[18] That is substantially the escalation structure I recommend here.

The Commission has required analogous graduated measures in PJM for co-located load. The Commission directed PJM to establish penalty charges and other remedial action for unreserved use of the transmission system and later found that both operational and financial consequences were necessary. Under the framework the Commission accepted with modifications, a first misoperation of the required control technology results in suspension of service for up to 120 days, a second results in termination of the transmission service agreement, and unreserved use is subject to financial penalties.[19] A graduated structure reflects that a control scheme that misoperates once, a scheme that misoperates repeatedly, and a customer that declines to follow a directive present different problems. The Filing does not establish comparable graduated ZGIA-specific remedies.

MISO's Answer responds that the Commission declined in Order No. 845 to adopt generic financial penalties for exceeding the interconnection service limits established in interconnection agreements, and that any future penalty framework should apply to all interconnection agreements rather than to ZG resources alone.[20] MISO also objects to characterizing unauthorized ZG injections as "unreserved use," on the ground that the unreserved-use provisions of Module B

[18] MISO, Non-Firm Large Load (LLWG-2026-5), Large Load Working Group, at 12 (Aug. 12, 2026) ("August 12 Non-Firm Presentation").

[19] PJM Interconnection, L.L.C., 193 FERC ¶ 61,217, at P 212 (2025); PJM Interconnection, L.L.C., Order on Rehearing, Clarification, Compliance Filing, and Paper Hearing, 195 FERC ¶ 61,209, at PP 515–516, 523, 529 (2026).

[20] MISO Answer at 8 & n.44 (quoting Reform of Generator Interconnection Procedures and Agreements, Order No. 845, 163 FERC ¶ 61,043, at PP 416–417 (2018)).

concern Transmission Service rather than Interconnection Service.[21] However, the label is not what matters. Whether an unauthorized injection is called unreserved use or something else, the question is whether the Tariff attaches any operational consequence to the failure of the premise on which the service was granted, and it does not. MISO's own proposal defines the service by that premise. ZG Interconnection Service is available only if the study determines that the interconnection "will not result in any injections of Energy onto the Transmission System beyond the substation," and the resource is studied outside the Definitive Planning Phase, without Network Upgrades beyond the substation other than System Protection Facilities, on that basis.[22]

From an engineering perspective, the exceedance MISO invokes from Order No. 845 differs from a ZG control failure in an important respect. A conventional generating facility has a fixed interconnection service level, stated in megawatts in Appendix A, for which the interconnection was studied and any necessary Network Upgrades were identified. An exceedance of that level is a departure from a quantity the system was studied to carry. A ZG resource, by contrast, has no general right to export beyond the interconnecting substation; its permissible output is dynamically limited by the associated load's current withdrawal, subject to the Transient Tolerance Window, and that limit can change abruptly when the load trips or reduces consumption. The loss of the associated load does not itself change the resource's dispatch instruction on the seconds-scale of the Transient Tolerance Window, and the Filing caps the resource's registered operating limits at the load's peak Demand rather than its current withdrawal.

Compliance with the obligation therefore depends on the injection-limiting scheme acting within seconds; the ordinary market process is not the mechanism that prevents a transient from becoming

[21] MISO Answer at 8 & n.42 (citing Tariff, Module B, §§ 13.7, 14.5, 27A.1.6, 27A.2.4).

[22] Proposed GIP § 3.2.5.1.

a sustained export onto a system that was neither studied nor upgraded for it. That is why the Filing requires equipment rather than offers to enforce the limit, and why the failure of that equipment is a failure of the assumption on which the service was granted rather than an incremental exceedance of a studied level.

That distinction also answers MISO's consistency argument. The measures I recommend are not penalties for exceeding a fixed interconnection service level. They are consequences tied to failure of the control scheme on which ZG Interconnection Service depends: retesting after an event, temporary operating restrictions or suspension while the scheme is corrected, and escalation for repeated failure. A conventional generator may also use plant controls to remain within a fixed interconnection limit, but that is not the same event-driven obligation to respond within seconds to the loss or reduction of a specific associated load, and nothing in my recommendation would apply to it.

The framework the Commission accepted for co-located load in PJM is keyed the same way, to the misoperation of required control technology rather than to the existence of capacity above a service level. Order No. 845, moreover, rested on the adequacy of existing interconnection-agreement mechanisms for the exceedance it addressed. For the reasons described above and in the discussion of verification below, those mechanisms are what the ZGIA leaves incomplete for a control failure, and termination alone is an impractical response when it would leave the associated load's full demand dependent on network service. My recommendation is also not solely a financial penalty. It is a graduated response to failure of the operating premise — corrective action, retesting, operating restrictions or suspension, and escalation for repeated failure — of the kind MISO itself described to stakeholders for ZGIAs and for its companion non-firm service proposal.

Q. To what extent are the provisions governing the operative standard for the Transient Tolerance Window effective?

A. Only in part. The standard that determines whether an injection is permitted is not in the Tariff, and the Tariff does not specify what a resource must do to stay within it. The Module A definition establishes twenty seconds as a ceiling. The operative provision is broader, because GIP § 3.2.5.1(1) exempts transient injections that "remain within any Transient Tolerance Window established in the Business Practices Manual for Large Load." The load-trip stability case is likewise run against the window "established in the Business Practices Manual," as is the protection carve-out in the agreement.[23] MISO states that the manual may only shorten the twenty-second ceiling, and that the manual "will identify the circumstances in which a shorter interval applies."[24] Those criteria determine whether a transient injection remains within the permitted operating tolerance at a particular location, and they were not filed with the Commission.

There are two separate questions about the Transient Tolerance Window: what the twenty-second interval establishes operationally, and where the criteria governing that interval are stated. On the first, the Filing does not demonstrate that injections lasting up to twenty seconds are operationally acceptable. MISO's witness explains that the window is limited to twenty seconds "in order to align with the MTEP modeling interval of 20 seconds for transient stability analysis,"[25] and MISO's transmittal letter describes the figure as "the best system-wide balance between what is technically feasible and commercially practical on the one hand, and minimizing even transient

[23] GIP §§ 3.2.5.1(1), 3.2.5.2.1; ZGIA art. 9.7.5.

[24] MISO Answer at 11.

[25] Keyser at 25:18–26:2.

injections on the other hand."[26] The study interval is an appropriate duration for a transient stability study.

However, neither stated reason is a finding that an injection of that duration is operationally acceptable. A stability case evaluates synchronism and voltage recovery for the modeled conditions; it does not establish acceptable frequency or balancing performance for every injection magnitude and recurrence pattern, or the result after additional nearby resources are interconnected. MISO's Answer confirms that rationale, stating that the ceiling "permits MISO to evaluate the ZG Resource's response during the same period in which transient stability impacts are analyzed."[27] A study horizon establishes the period analyzed; it does not by itself establish the maximum operationally acceptable duration of an unplanned export. The permitted duration should be derived from what the system can tolerate at the location in question.

On the second, the criteria that decide whether an injection is within the permitted tolerance or is a violation of the interconnection agreement are a substantive condition of service. Business Practices Manuals are developed through the stakeholder process and are not filed with the Commission. The Tariff is the filed rate, and it should therefore contain sufficient detail for MISO to enforce the operating restrictions applicable to a ZG resource. MISO's Answer states that placing these rules in the manual "ensures ZG Interconnection Customers are treated consistently."[28] Consistent treatment is better assured by stating those criteria in the filed Tariff, where they apply equally to every ZG Interconnection Customer and can be enforced.

[26] Transmittal at 21 & n.52.

[27] MISO Answer at 11.

[28] MISO Answer at 11.

Placing these criteria in the Tariff would make compliance a measurable question rather than a matter of interpretation. In practice, the Tariff would state the maximum export permitted at the Point of Interconnection and the period within which it must end, or the objective criteria for setting a shorter period at a given location; the time within which the injection-limiting action must begin; and the required behavior on loss of communications between the load and the generating facility. The resource would be required to record the generating facility's injection and the associated load's contemporaneous withdrawal, or the other metered quantities necessary to determine export beyond the interconnecting substation, at a resolution sufficient to observe a seconds-scale event, and to retain those records.

After any loss or reduction of associated load, those records could be compared directly with the stated criteria. An event within the criteria would require nothing further. An event outside them would trigger defined consequences: an event report and root-cause analysis, retesting of the injection-limiting scheme, and operating restrictions until the scheme is corrected, with escalation for repeated events. Because the criteria and consequences would be part of the filed rate, MISO would apply them uniformly to every ZG resource, could not change them without a filing with the Commission, and could rely on them if a customer disputed whether an event was a violation. Under the Filing as proposed, the criterion that determines whether an event was permitted is left to a manual that can change without Commission review, and no consequence short of the general breach provisions attaches to an event outside it.

The Tariff further leaves undefined how a resource is to stay within whatever window applies, which compounds the delegation just described. The first gap concerns the type of control. The study standard for the ZG Impact Assessment, GIP § 3.2.5.2.1, permits MISO to accept "control equipment and/or operating procedures." The "and/or" matters because the filed language does not

require every configuration to use an automatic physical export-limiting device. The ZGIA provisions do not expressly require an automatic interlock, directional relay, remedial action scheme, or other automatic export-limiting control capable of acting on the timescale of the underlying event.

The second gap concerns the coordination of the injection-limiting scheme with ride-through requirements, which also explains why some transient tolerance is unavoidable. The ZGIA places two obligations on the generating facility that must both be satisfied during the governing event. Article 9.7.3 requires the Interconnection Customer to implement under- and over-frequency and under- and over-voltage relay settings, or equivalent electronic controls, as required by the Electric Reliability Organization, so that the facility has the ability to "stay connected to and synchronized with the Transmission System during system disturbances."[29] Article 9.7.4.7(c), in turn, requires the generating facility to "[c]ease all injection of Energy onto the Transmission System within the time permitted by the Transient Tolerance Window" in the event a Transmission Facility over which energy must flow to reach the associated load trips offline.[30]

Article 9.7.3 goes further for a non-synchronous Generating Facility. For frequency and voltage conditions within the "no trip zone" of Reliability Standard PRC-024-3, the facility's control and protection settings must be configured, within any physical limitations, to "continue active power production during disturbance and post disturbance periods at pre-disturbance levels" and to "return to pre-disturbance active power levels without artificial ramp rate limits if active power is reduced," unless the facility is providing frequency response.

[29]ZGIA art. 9.7.3.

[30]ZGIA art. 9.7.4.7(c).

Consider a fault that causes the associated load to disconnect while the generating facility is subject to applicable ride-through requirements. Those requirements are intended to avoid unnecessary generator tripping during disturbances, which can exacerbate system conditions, while computational loads can disconnect during voltage excursions. In a disturbance for which the applicable ride-through criteria require continued connection, the generator may therefore be required to remain connected at the moment its associated load has disconnected. That is a real engineering tension, it is not of MISO's making, and it explains why some transient allowance is unavoidable.

That tension does not, however, justify leaving the required performance undefined. During disturbances for which applicable ride-through requirements call for the generating facility to remain connected, compliance with the zero-injection limitation must be achieved through sufficiently rapid reduction, redirection, or other control of real-power output rather than simply tripping the generating facility. Where a configuration relies on operator action or offer administration rather than automatic control, the Filing does not demonstrate that either can act on the timescale the event requires. The agreement does not specify how the ride-through settings and injection-limiting controls must be coordinated so that both requirements are satisfied during the same disturbance.

MISO has instead "built flexibility into [the] framework for the Interconnection Customer to select the equipment that it believes is most appropriate for its configuration."[31] MISO's Answer describes its approach as performance-based and argues against mandating a single technical configuration.[32] Because these requirements must operate together during the very disturbance the

[31] Transmittal at 42.

[32] MISO Answer at 9–10.

product is designed to address, their coordination should be specified in the Tariff rather than left entirely to an applicant's equipment election and a manual that has not been filed.

Project-specific technical solutions can be appropriate. The gap is that the performance any such solution must achieve is not stated in the Tariff. This is a further reason the Commission should require measurable response requirements that any selected configuration must meet, defined coordination between the ride-through settings and the injection-limiting scheme, and commissioning verification that the two operate together as represented. A configuration relying on operator action should not be accepted where the required response time cannot reliably be achieved manually. In short, the manual would have to supply not only the length of the window at a given location but also the control performance and the coordination needed to meet it, and none of that is in the filed Tariff.

Q. To what extent are the verification requirements effective?

A. Only in part. The requirements to verify compliance with the proposal's operational provisions are incomplete. The ZGIA requires equipment and carries forward general pre- and post-operation testing, but it does not establish the ZG-specific performance criteria, tests, or reporting needed to confirm that the injection-limiting scheme performs in operation. The ZGIA provisions establish no ZGIA-specific telemetry performance standard — such as scan rate, latency, accuracy, availability, or data-retention requirements — despite requiring the customer to install monitoring equipment. Specifically, Article 6.1 requires pre-operation testing of the Interconnection Customer's System Protection Facilities, "including control equipment to limit injection at the POI to the level of Interconnection Service set forth in Appendix A," provides that "[s]imilar testing may be required after initial operation," and Article 6.2 requires routine inspection and testing in

accordance with Good Utility Practice and allows a Party to require reasonable additional testing; MISO's Answer relies on both.[33] Further, Article 9.7.4.6 requires calibration and functional trip tests of System Protection Facilities before the In-Service Date and Commercial Operation Date, "[a]t intervals suggested by Good Utility Practice," and "following any apparent malfunction" of those facilities; by its terms, those tests "do not require the tripping of any in-service generating unit."[34] These provisions test control equipment against the Appendix A Interconnection Service level and verify that protective relays and lockouts operate. However, none of them expressly requires a dynamic demonstration that, following a sudden reduction or loss of associated load, the facility can reduce its output to the load's current withdrawal within the Transient Tolerance Window.

Beyond those provisions, I have not identified a ZGIA-specific pass/fail criterion, a required load-rejection test, a requirement to report the results of such testing to MISO, a retest obligation triggered by an injection event rather than by an apparent malfunction of protection facilities, or a defined retesting interval, and MISO explicitly acknowledges the "absence of a separate ZGIS-specific inspection interval."[35] Nor have I identified a requirement to report an injection event or control failure to MISO. The filed provisions also do not establish a frequency threshold for repeated excursions within the tolerance window, nor a cumulative event threshold that would trigger restudy or mandatory corrective action. Those omissions make it more difficult to verify systematically whether the operating premise of the service is holding in practice.

[33] ZGIA arts. 6.1, 6.2; MISO Answer at 10.

[34] ZGIA art. 9.7.4.6.

[35] MISO Answer at 10.

I recommend that the Commission require the Tariff to state the zero-injection obligation as measurable performance criteria rather than as a general requirement to install suitable equipment. Without such criteria, there is no assurance that the required equipment will perform as MISO's studies assume. At a minimum, those criteria should specify the maximum permitted export and its duration; the time within which the limiting action must begin and the rate at which output must then be reduced; the required behavior on loss of communications between the load and the generating facility, or loss of control power, given that Article 9.7.4.7(a) makes the scheme dependent on that communication; telemetry sampling and data-retention requirements; the commissioning test that must be passed before commercial operation; and the number or frequency of events that triggers corrective action or restudy. The North American Electric Reliability Corporation's (NERC's) May 2026 alert on computational load addresses modeling, studies, instrumentation, commissioning, operations, protection, and control, underscoring the importance of clear requirements in those areas.[36]

One further comparison connects these operating requirements to the planning issues discussed in the next section. Under the Southwest Power Pool's (SPP's) Conditional High Impact Large Load Service (CHILLS), a large load may qualify for service on the strength of supporting generation, and where it does, "Transmission Customers will be required to have supporting generation in-service prior to receiving CHILLS," and "SPP will curtail the CHILLS if the supporting Resource is not available to support the [load]."[37] That is an operative linkage between resource availability

[36] NERC, Level 3 Alert: Computational Load Modeling, Studies, Instrumentation, Commissioning, Operations, Protection, and Control (May 4, 2026); ZGIA art. 9.7.4.7(a).

[37] Southwest Power Pool, Inc., Submission of Tariff Revisions to Add Conditional High Impact Large Load Service, Transmittal Letter, Docket No. ER26-1323-000, at 9 (Feb. 10, 2026) ("SPP CHILLS Transmittal"); see id. at 20–21 (describing qualification based on existing Designated Resource capacity or on supporting generation); see also A. Levitt et al., The Brattle Group, Solutions for Timely Interconnection of Large Loads: Enabling Non-Firm Transmission Service, at 63–64 & n.99 (Sept. 2026).

and load service. The Filing contains no comparable linkage. If a ZG resource becomes unavailable, its associated load continues to receive network service, with the planning consequences I describe in Section IV.

IV. Modeling Assumptions and Cost Allocation

Q. How could MISO's proposal affect responsibility for transmission costs?

A. Two features of MISO's proposal bear on who bears transmission costs and when. The first is reliance on a ZG resource as a substitute for transmission. This does not necessarily change which customers pay for load-serving upgrades, but it changes when those upgrades are identified and leaves responsibility for them unresolved if the resource is lost. The second is the set of study assumptions used to approve ZG resources, which can cause interconnection-related issues to be addressed under planning cost-allocation rules rather than generator-interconnection cost-allocation rules. I address each in turn.

Q. What cost-responsibility issue arises when MISO relies on a ZG resource as a substitute for transmission?

A. MISO attributes much of the value of a ZGIA to transmission planning. MISO's witness states that only resources with an accepted interconnection agreement are eligible for inclusion in MISO Transmission Expansion Plan ("MTEP") studies. MISO identifies this as a principal source of the ZGIA's value. According to MISO's witness, the ZGIA process will provide an agreement within ninety days, which permits the resource to be modeled as an input to the subsequent MTEP or Expedited Project Review load study for its associated load, creating "the potential for reduced

total cost of transmission network upgrades needed to integrate the new load."[38] Attachment FF permits the resource to serve as a Non-Transmission Alternative that offsets upgrades that would otherwise be required to serve the load. Transmission upgrades that would otherwise be identified for the associated load may therefore be deferred or avoided in the planning case that includes the ZG resource.

Now consider what happens if the ZG resource fails to materialize, retires early, or becomes permanently unavailable. The associated load is firm network load taking Network Integration Transmission Service on a gross basis, so a transmission need that had been reduced, deferred, or avoided in reliance on the ZG resource may re-emerge and be identified in a later MTEP cycle. Any resulting transmission solution would be classified and allocated under the applicable MTEP cost-allocation rules. The Filing does not assign that cost to the ZG interconnection customer, establishes no ZGIA-specific true-up, and does not trace later planning costs back to the arrangement on which the earlier planning assumption depended.

This conclusion does not rest solely on my reading of the Tariff language. MISO stated the outcome directly when stakeholders raised the concern. Responding to what it characterized as "[w]idespread concern from multiple stakeholders" that "loads may avoid upgrades initially using ZGIAs but later cause upgrades that are then socialized," MISO answered that "[i]f ZGIA agreements are not met and upgrades become necessary, those costs are still allocated to the load in the Local Pricing Zone," and that "MISO is not proposing any changes to cost allocation of either generation or transmission investments in its ZGIA efforts. Cost allocation could be a

[38] Keyser at 18–19.

component of the broader large load efforts taking place at the Large Load Working Group."[39] In short, MISO acknowledged that the cost of a later-arising upgrade would be allocated to load in the Local Pricing Zone generally, as it may be for other load-serving upgrades, rather than to the interconnection customer or specifically to the associated load whose arrangement failed. MISO also indicated that any ZGIA-specific cost-allocation treatment could come, if at all, through its separate and later large-load efforts.

The significance of that allocation lies principally in timing and in the terms on which the load takes service. Had no ZG resource been involved, upgrades needed to serve the associated load would have been identified in the load study and, depending on how the project is classified under MISO's planning and cost-allocation rules, may have been borne by the same or substantially the same customers. Without a ZG resource, the need is identified before the load is placed in service, when the transmission owner, the Load Serving Entity, and any applicable state process can take it into account in setting the timing and terms of that service. With a ZG resource credited as a Non-Transmission Alternative, the load can be placed in service without those upgrades. If the resource is later lost, the need re-emerges after service has begun. At that point the Filing's principal express remedy for pre-service non-performance, a discretionary delay of the load's in-service date, no longer applies; the terms of service for the load may already have been set on the assumption that the resource would be available; and MISO may need interim operating measures, accelerated construction, or other measures until an alternative transmission solution can be placed in service.

[39]MISO, Response to Feedback, Planning Advisory Committee, ZGIA Proposal Framework (PAC-2024-4), at 8 (Apr. 15, 2026) ("April 15 Feedback Response").

This is not a claim that MISO ignores the reliability consequences of an unavailable ZG resource. MISO has explained that generator outages are "accounted for in the MTEP process as P11 or P31 planning events used in the MTEP Reliability Analysis," and that the MTEP load study "will include the outage events of the generator."[40] The MTEP process can therefore identify the resulting need. The issue is what happens next, because the Filing provides no ZGIA-specific means of addressing the timing, reliability, and cost consequences of a need that re-emerges when the arrangement on which MISO relied does not perform.

MISO's Answer does not respond to this cost-responsibility issue; it addresses only a different category of upgrade. Specifically, the Answer explains that the ZG Interconnection Study must find that a project requires no Network Upgrades beyond the interconnecting substation, and concludes that "the ZGIA process does not permit MISO simply to defer broader Network Upgrades and their associated costs."[41] MISO also states that model reconciliation "insulates existing DPP projects from negative impacts or cost shifts due to the existence of the ZGIA process."[42] Both statements concern the interconnection of the ZG resource and the interests of other interconnection customers. The cost-responsibility issue described above concerns transmission needed to serve the associated firm load. After a ZGIA is executed, Attachment FF permits MISO to rely on the ZG resource as a Non-Transmission Alternative in determining those load-serving needs. If that planning assumption later changes, the resulting need is addressed through MTEP under its generally applicable cost-allocation rules. The Answer does not identify

[40] April 15 Feedback Response at 3; June 10 LLWG Presentation at 6.

[41] MISO Answer at 17–18.

[42] MISO Answer at 14 (quoting Transmittal at 15).

any ZGIA-specific means of addressing the consequences if the arrangement on which the earlier planning determination relied does not perform.

The timing of MISO's related reforms compounds this gap. At the request of MISO and the MISO Transmission Owners, the Commission has held the show cause proceeding in abeyance, and MISO plans to proceed through milestone-based filings scheduled through 2027, including a filing committed for no later than November 16, 2026. MISO's response to the Commission's cost-shifting and transparency directives is to follow.[43] At the August 12 working group meeting, MISO stated that it "does not have a proposed design at this time" for its companion non-firm service proposal.[44] The Filing nonetheless requests an October 18, 2026 effective date for a permanent pathway. That sequencing matters because the ZGIA could become effective before those cost-allocation and transparency protections are developed. The Commission should either require the protections now or condition acceptance on their timely filing. MISO's Answer also emphasizes that ZG Interconnection Service "is not restricted to Generating Facilities serving Large loads,"[45] while deferring cost-allocation and transparency questions to its broader large-load reforms. MISO should therefore explain whether the later cost-allocation and transparency reforms cited in its Answer will apply to ZG arrangements outside any applicable Large Load definition.

Q. How could the study models used in the ZGIA process shift costs?

[43] MISO, Minutes of the August 12, 2026 Large Load Working Group meeting, item 4 (Abeyance Request Review) (posted Sept. 9, 2026) ("August 12 LLWG Minutes") (describing the abeyance motion and a workplan of "milestone-based filings and proposals scheduled through 2027"); August 12 Non-Firm Presentation at 3 (MISO and the Transmission Owners "committed to a filing no later than November 16"); see also Transmittal at 5–6 & n.24 (noting that the Commission granted the requested 90-day abeyance on August 14, 2026).

[44] August 12 LLWG Minutes, item 6 (Conditional Non-Firm Transmission Service); see August 12 Non-Firm Presentation (https://cdn.misoenergy.org/20260812%20LLWG%20Item%2006%20Conditional%20Non-Firm%20Transmission%20Service%20(LLWG-2026-5)774185.pdf) at 2–3.

[45] MISO Answer at 18.

A. The models used to study ZG requests exclude the pending interconnection queue. MISO states plainly that "ZGIA studies will not include Interconnection Requests currently in the generator interconnection queue that do not have a GIA."[46] As of July 2026, MISO's queue contained 802 active Interconnection Requests representing approximately 167 GW; requests in that queue that have not reached an executed agreement are excluded from ZGIA studies.[47] The exclusion runs in both directions, because the base case for each Definitive Planning Phase cycle is also frozen when the cycle begins and is not updated for ZGIAs approved during that cycle.[48] Successive ZGIA cycles do account for one another, because MISO adds each agreement approved since the last base case to the following ZGIA cycle. The resulting modeling gap is between ZG resources and pending DPP requests.

This matters because a generating facility affects the transmission system in ways that do not depend on whether it is exporting real power. An energized generator can contribute fault current to nearby buses even when it is not exporting real power. The filed Tariff permits System Protection Facilities at adjacent substations as the sole Network Upgrade beyond the interconnecting substation,[49] and MISO explains that this exception "acknowledges that short circuit and other transient study results could require facilities to be upgraded beyond the substation, even though injections will be limited."[50] However, the screen for those effects is run against a model that omits the pending queue. Two or more projects — a ZG resource and a DPP project at an electrically adjacent bus — may each be found to require no upgrade when studied

[46]Transmittal at 15; Keyser at 30.

[47]Keyser at 5.

[48]Transmittal at 15.

[49]GIP § 3.2.5.1(2); § 3.11(iii).

[50] Transmittal at 26–27.

against models that do not contain the other, while their combined contribution exceeds the interrupting capability of existing breakers or the coordination margins of existing protection schemes. Breaker interrupting capability and protection coordination margins at nearby substations are, in this sense, a finite and shared capacity on which pending DPP projects also rely; a ZG resource studied outside the DPP model can use part of that capacity without the DPP study accounting for it.

The magnitude of that contribution depends on technology. A synchronous machine can contribute several multiples of rated current to a nearby fault, subject to machine and system characteristics, while inverter-based resources typically limit current through their controls to a much smaller multiple of rating. The short-circuit effect can be more pronounced for synchronous generation, including combustion turbines or reciprocating engines, than for current-limited inverter-based resources. Inverter-based resources present different protection-coordination issues because their fault-current magnitude and waveform are control-dependent and may be substantially lower than those of synchronous machines.

MISO's Answer states that ZGIA projects "do not use available transmission capacity reflected in the DPP and ERAS studies."[51] That statement addresses transfer capability, the capacity of the transmission system to deliver power, which a resource that does not export beyond its substation should not consume. Short-circuit duty and protection coordination are different. They depend on the fault current that energized equipment can contribute, whether or not it is exporting power, and they are evaluated against the breakers and protection schemes at nearby substations. Preserving transfer capability therefore does not establish that ZG resources omitted from a DPP model, or

[51] MISO Answer at 14.

DPP projects omitted from a ZGIA model, have no short-circuit, protection, voltage, or dynamic interaction with one another. The Answer does not address those effects.

MISO's response to the modeling gap is reconciliation after the fact: "Any transmission issues identified by reconciling the cases will thus be addressed through the existing MTEP process."[52] Any issues identified through that reconciliation may arise after the ZGIA has been executed and are addressed in a planning process in which cost responsibility is determined by MTEP cost-allocation rules rather than generator-interconnection cost-allocation rules. Without the parallel pathway, the later generator would have been studied in the ordinary interconnection process with the relevant pending projects reflected in the study sequence, and any resulting breaker, protection, or other interconnection upgrade responsibility would have been determined through that process.

The order of study also matters. Because ZG studies include only projects with executed agreements, a ZG request can be studied and approved against short-circuit and protection margin that earlier-submitted requests still pending in the queue would otherwise have been studied against. Requests that have not yet entered an active DPP cycle are then studied against a base case that already includes the ZG resource, and are assigned any upgrades that the combined effect requires. MISO's Answer states that a ZG resource seeking Energy Resource Interconnection Service (ERIS) or Network Resource Interconnection Service (NRIS) must submit a new Interconnection Request and proceed through the DPP on the same footing as other requests,[53] which is correct as to injection rights; it does not address the short-circuit and protection margin the resource has already been permitted to use. In addition, the study provision states that MISO will perform short-circuit, stability, and steady-state analyses "if necessary based on the proposed

[52] Transmittal at 15.

[53] MISO Answer at 15–16.

configuration."[54] Read most narrowly, that qualifier makes the steady-state thermal and voltage analysis discretionary; read more broadly, it qualifies all three. Either reading warrants further explanation given that the governing scenario includes rapid loss of a large associated load.

The ERAS experience is relevant here as well, although the analogy is only partial. The ERAS and ZGIA pathways share several structural features: an expedited pathway operating parallel to the standard process, studied against models that exclude the pending queue, with reconciliation deferred to transmission planning and no mechanism to allocate later-identified costs back to the projects that triggered them. One difference is that ERAS projects receive injection rights and can therefore consume transmission headroom that standard-process customers were relying upon, while ZG resources receive no such rights and do not consume export headroom in the same way. The shared capacity a ZG resource can consume is instead short-circuit and protection capacity at nearby substations. The cumulative effects I am describing include short-circuit duty, protection coordination, voltage performance, and dynamic behavior. Ultimately, a zero-export restriction does not eliminate those effects, although their magnitude depends on technology, operating condition, controls, and system topology. However, the absence of a cap or sunset means the potential cumulative exposure is less bounded under ZGIA. ERAS was capped and time-limited, and ZGIA is neither.

Q. Is there evidence of how excluding pending requests from expedited-study models operates in practice?

A. Yes. The ERAS process has produced executed interconnection agreements, and one of them illustrates the mechanism directly. The public version of the Generator Interconnection Agreement

[54] GIP § 3.2.5.2.1.

for Project E0010, executed December 12, 2025, covers a 750 MW net natural gas facility interconnecting at the Twinkle Substation 345 kV bus.[55]

The agreement's prior-queue accounting is defined to look only within the expedited pathway. Appendix A10 directs higher-queued and similarly queued projects to Tables A10-2 and A10-3, which are limited by their terms to "ERAS study projects," and in this agreement both read "None."[56] Projects pending in the Definitive Planning Phase are not identified in the agreement, because the accounting was never defined to reach them.

The service granted is also conditional on regionally planned transmission, consisting of 750 MW of conditional ERIS and/or NRIS that becomes NRIS upon completion of seven approved MTEP and Long Range Transmission Planning facilities listed in Table A10-1, four of which are not expected in service until June 1, 2032.[57] The customer's own network upgrade is two new 345 kV positions at the Twinkle substation, estimated at $20,293,813.[58]

I rely on this agreement as evidence that when an expedited pathway defines its prior-queue accounting by reference to the pathway itself, that accounting can be empty even while projects remain pending in the broader generator interconnection queue. MISO describes the ZGIA process

[55]Original Service Agreement No. 4627, Project E0010 Generator Interconnection Agreement (Public Version) (executed Dec. 12, 2025), Docket No. ER26-811-000 ("E0010 GIA"). The analysis in this testimony is my own, based on the public version of the agreement and on MISO's published queue data.

[56]E0010 GIA, App. A § A10, tbls. A10-2, A10-3.

[57]E0010 GIA, App. A § 1; id. § A10 (providing that if the transmission assumptions "are not completed or significantly modified, the Interconnection Service granted under this GIA may be restricted").

[58]E0010 GIA, App. A §§ A5, A6-1, A6-2.

as resembling the ERAS process in its study aspects, timing, and financial obligations,[59] and ZGIA studies likewise exclude pending requests without executed agreements.

A parallel expedited process need not exclude pending requests from its study models, as a recent Commission order shows. On June 9, 2026, the Commission accepted PJM's Expedited Interconnection Track, which studies expedited requests using the models for the currently active Cycle, the same models used in the standard process.[60] The Filing does not explain why that approach could not be used here.

Q. Does MISO's proposal contain provisions that effectively address these cost-responsibility and cost-shift risks?

A. No. The Filing contains several provisions that bear on the question, but none of them functions as a cost-responsibility mechanism for the load-serving upgrades I describe.

First, MISO's witness states that "[t]he contingent facilities listed in the ZGIA would only be those facilities in the model used for the ZGIA study."[61] This defines the customer's exposure by reference to the model as it stood at execution. It therefore operates as a limitation on the customer's responsibility rather than as a protection for others, and anything identified later through reconciliation falls outside it.

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[59] June 10 LLWG Presentation (https://cdn misoenergy.org/20260610%20LLWG%20Item%2005%20Market%20Participation%20and%20Registration%20of%20Co-Located%20Load%20and%20Generation763097.pdf) at 5 (elements of the ZGIA process "will resemble the surplus, replacement, and ERAS processes in terms of study aspects, timing, and financial/other obligations").

[60] PJM Interconnection, L.L.C., 195 FERC ¶ 61,197 (2026) (accepting PJM's Expedited Interconnection Track, under which, as PJM stated, EIT Projects "will be studied using the models for the currently active Cycle"), Docket No. ER26-1563-000. I submitted testimony addressing the PJM proposal in that proceeding.

[61] Keyser at 30–31; see also Transmittal at 15.

Second, Attachment FF conditions reliance on a ZG resource on an executed agreement that "is in place and must span at least the five year planning horizon."[62] The corresponding provision in the interconnection procedures requires only that the agreement "state an expected term of at least five years."[63] MISO acknowledges that the weaker formulation was deliberate, stating that, to accommodate commercial considerations, MISO "only requires that the agreement specify an intent to use the full output of the Generating Facility for at least five years rather than a firm commitment."[64] A stated expectation is not equivalent to a firm commitment, and the two provisions should be reconciled. Separately, the Filing does not explain why a five-year expected term is sufficient or what notice MISO would receive before the resource is lost, when the transmission facilities deferred in reliance on it may take several years to plan and build. Attachment FF itself explains that the five-year span is intended "to ensure the ability to provide adequate lead time for an alternative transmission solution should the contracts terminate," which confirms that lead time, not the service life of the deferred facilities, is the relevant measure.

Third, if the generating facility fails to achieve commercial operation by the date the transmission solution would otherwise need to be in service, or if the contract terminates, "the Transmission Provider may require the applicable Load Serving Entity to delay the in-service date of ZG Associated Load until such time as an alternative solution can be placed in service."[65] This is the Filing's principal express response to pre-service non-performance, and it has four limitations. It is discretionary and is directed at the Load Serving Entity, which may not be a party to the ZGIA and does not control whether the generator is built. It operates only before the load is placed in

[62] Attachment FF § I.D.1.b.

[63] GIP § 3.11(vii).

[64] Transmittal at 33.

[65] Attachment FF § I.D.1.b.

service, and therefore does nothing about a resource that is lost after service begins. Finally, it is a timing remedy rather than a cost remedy, because it can delay the load but does not address the cost or reliability consequences of the changed planning assumption.

Fourth, the requirement that a ZG resource trigger no Network Upgrades beyond the interconnecting substation is a meaningful constraint on the interconnection study, but it does not address the cost-responsibility issue I have described. The upgrades at issue are those needed to serve the associated load, which are determined later, in a different process, under different cost allocation rules. MISO's Answer relies on the same limitation and, for the reasons explained above, does not reach those load-serving upgrades.

Fifth, MISO prohibits netting and requires the associated load to take firm Network Integration Transmission Service and pay for transmission, ancillary, and administrative services on a gross basis. That addresses the risk of co-located load avoiding its share of system costs. It does not, however, address responsibility for upgrades deferred in reliance on the ZG resource, which is a different question.

To address these issues, I recommend that the Commission require MISO to study each arrangement both with and without the ZG resource so that the deferred-upgrade baseline is explicit; to identify and record every upgrade deferred in reliance on a ZG resource; to require financial security or a cost-responsibility agreement covering the documented incremental costs of interim measures or accelerated construction that would not have been incurred had the deferred need been addressed in the ordinary planning sequence; to conform the interconnection procedures to Attachment FF on the five-year term; and to establish defined restudy triggers and cost-allocation rules for upgrades identified through model reconciliation.

Q. Does MISO's proposal contain transparency provisions sufficient to allow later transmission needs and their cost consequences to be traced to the ZGIA process?

A. No. The Filing's one meaningful transparency provision is that executed ZGIAs will be filed with the Commission, because MISO has extended the tender, negotiation, and execution provisions of the interconnection procedures to cover them.[66] Public availability of particular diagrams or equipment details may remain subject to confidential or Critical Energy/Electric Infrastructure Information (CEII) treatment. Filing the executed agreements is useful, but it does not provide the information needed to trace a later transmission need to the ZGIA process or to identify its cost-responsibility consequences.

No Tariff provision requires MISO to publish the information that would be needed for that purpose. Nothing requires posting of ZG applications or their status. Nothing requires publication of the ZG Impact Assessment or ZG Facilities Study reports. Nothing requires disclosure of the size or identity of the associated load, of the Network Upgrades identified or deferred, of affected-system study results, or of injection events. Mr. Keyser states that applications will be posted on MISO's public website in a timely fashion,[67] but that commitment appears in testimony rather than in the Tariff.

The practical consequence is that the reconciliation and true-up mechanisms I recommend would be difficult for stakeholders to evaluate without additional published information. To determine whether an upgrade identified in a later MTEP cycle resulted from assumptions made in the ZGIA process, a party would need the ZG study results, the models and base-case vintage used, the

[66]GIP §§ 11.1–11.3.

[67]Keyser at 34.

upgrades deferred in reliance on the resource, and the operating history of that resource. None of that is required to be public. Transparency is therefore integral to evaluating any reconciliation or cost-responsibility mechanism adopted for this service.

MISO's Answer responds that these disclosures are not required of requests in the Definitive Planning Phase, and that MISO does not propose to reduce any generally applicable transparency requirement.[68] MISO is not reducing existing transparency, but the question is whether existing procedures allow anyone to trace the linkage this service creates between a particular ZG resource, the load-serving transmission assumption made in reliance on it, and a later MTEP reconciliation. MISO's statement that other interconnection requests do not receive the same disclosure does not establish that existing transparency is sufficient for that purpose.

To provide sufficient information for affected parties to trace later transmission needs and their cost-allocation consequences, including any cost shifts, I recommend that the Commission require MISO to publish, subject to appropriate protection for genuinely confidential commercial and cyber-sensitive information: the ZG requests received in each quarterly study period, with megawatt quantity, technology, location, and status; the study reports and the base case used; the Network Upgrades identified and, separately, the upgrades deferred in reliance on each ZG resource; affected-system results; requests rejected for requiring upgrades beyond the interconnecting substation; and an annual report of injection events, control failures, and any enforcement actions. This recommendation is consistent with the transparency concerns the Commission identified in its order to show cause in Docket No. EL26-70-000.[69]

[68] MISO Answer at 17.

[69] Midcontinent Independent System Operator, Inc., Order Instituting Proceeding Under Section 206 of the Federal Power Act, 195 FERC ¶ 61,212 (2026).

V. Eligibility and Limitations on the ZGIA Process

Q. Is the ZGIA process equally functional for all resource types?

A. MISO states that the requirements are facially neutral, fuel-agnostic, and open to any resource regardless of technology.[70] That is accurate as a matter of eligibility, but it does not follow that the ZGIA process is equally workable in practice for all resource types. A paired generation-and-storage configuration is eligible to apply for a ZGIA. Because a Generating Facility may consist of "one or more generating unit(s) and/or storage device(s)," such a facility can proceed through a single Interconnection Request, occupy one quarterly study slot, and be subject to a single service cap under Section 3.11(v).[71] MISO has also confirmed that a resource with ZG Interconnection Service is considered deliverable to its associated load for accreditation purposes, with the reference to "firm interconnection service" in the accreditation provisions referring to deliverability.[72]

How storage charging would be treated in such a configuration, however, remains unresolved. MISO has stated in the stakeholder process that charging by a storage resource with a ZGIA "will follow the same process as other storage resources – storage charging is not considered during the interconnection queue process; instead, it is studied as an obligation to secure transmission service as a load."[73] That approach may be workable for a stand-alone storage resource, but it leaves four questions open in a co-located configuration, where the defining constraint is the relationship between generation output and a specific load: (1) whether energy used to charge the storage

[70] Keyser at 35.

[71] GIP § 1 (definition of "Generating Facility"); GIP § 3.11(v).

[72] MISO Answer at 21.

[73] April 15 Feedback Response at 13.

component from the co-located generation constitutes a withdrawal requiring transmission service; (2) whether charging from the Transmission System increases the Demand of the ZG Associated Load and therefore the permissible level of ZG Interconnection Service under Section 3.11(v); (3) how a charging storage component is represented in the load-trip stability case required by Section 3.2.5.2.1, given that a charging battery is itself a load that can be lost; and (4) how charging energy is metered and settled where the resource and the load must be metered separately. These questions are material to project design, study treatment, and commercial evaluation. Leaving them unresolved creates practical uncertainty for paired generation-and-storage projects and may complicate or discourage their use of the ZGIA pathway, even though those configurations are facially eligible. The questions should be answered in the Tariff rather than left to interpretation at the time an application is filed.

MISO's Answer now states that "[c]harging behavior that affects the studied configuration will be evaluated as part of the ZG Impact Assessment, consistent with MISO's treatment of charging in the DPP study process."[74] That statement appears only in a pleading, and it differs from MISO's stakeholder explanation that storage charging "is not considered during the interconnection queue process." Moreover, MISO's new response still does not address the service-cap, metering, and settlement questions above. The charging-study requirement, and the answers to those questions, should be stated in the Tariff.

Q. In what ways is the magnitude and duration of the proposed ZGIA process limited?

A. The Filing imposes several project-level eligibility constraints, while the program as a whole has relatively few cumulative limits. The project-level eligibility constraints include that the

[74] MISO Answer at 20.

generating facility's Point of Interconnection must be at the same voltage level of the same substation as a Point of Withdrawal of the associated load; the amount of service may not exceed the total Demand of that load; the resource may serve no other load; the resource may not hold ERIS or NRIS concurrently; the resource may not require Network Upgrades beyond the interconnecting substation other than System Protection Facilities; and the applicant must submit at least 180 days before the earlier of commercial operation or the load's need-by date, pay a $150,000 non-refundable study deposit, demonstrate 100 percent site control, and provide an executed agreement with the entity owning the associated load.

The Filing also includes one express process-wide throughput limit, under which MISO will study no more than ten Interconnection Requests in each quarterly study period, with overflow rolling forward in submission order.[75] That is a throughput constraint governing the rate at which requests are processed. It does not govern how many ZGIAs may ultimately exist, how many megawatts they may represent, where they may be located, or how long the program will run.

Q. In what ways is the magnitude and duration of the proposed ZGIA process unlimited?

A. The Filing contains no sunset date for the ZGIA process. It contains no aggregate cap on the number of ZGIAs that may be granted. It contains no fixed aggregate megawatt ceiling; each project's service level is instead bounded by the associated load's peak Demand, which may be several hundred megawatts or more. It contains no locational or electrical concentration limit, so ten requests in a single quarter may be located at electrically adjacent substations, with the

[75] GIP § 3.11.2.

cumulative short-circuit and protection effects discussed in Section IV. It contains no requirement that a ZG resource ever transition into the standard interconnection process.

The proposal also contains no fixed limit on the duration of an individual agreement. ZG Interconnection Service is offered as a permanent product. I further note an inconsistency on this point. The transmittal letter describes the service as available on a permanent basis "subject to 15 year automatically renewing term provisions," but the filed form of agreement leaves the initial term blank and provides for automatic renewal in successive one-year periods.[76] Whichever MISO intends, the term should be stated in the filed agreement.

Because the quarterly cap governs processing rate rather than cumulative volume, and because there is no aggregate megawatt ceiling, the total quantity of generation interconnected on ZG terms is limited only by how long the process operates. At ten requests per quarter, that is up to forty requests studied each year and two hundred over a five-year planning horizon, with no limit on how many may ultimately receive agreements. MISO states that it does not expect to receive more than ten such requests per quarter as the process matures, and describes the cap as a safeguard in case the product proves more popular than expected.[77] That statement indicates that actual uptake remains uncertain.

The ERAS process provides a useful comparison. The Commission accepted ERAS as a parallel, expedited interconnection pathway only with a cap of sixty-eight projects and a sunset of August 31, 2027, whichever came first.[78] ZGIA proposes a permanent parallel pathway with neither.

[76]Transmittal at 26; ZGIA art. 2.2.

[77] Transmittal at 35.

[78]Midcontinent Independent System Operator, Inc., 192 FERC ¶ 61,064 (2025).

Q. What are the likely adverse consequences of not limiting the ZGIA process beyond the ten-project quarterly cap?

A. There are two principal consequences. First, the Filing does not examine how a growing share of generation dedicated to specific loads affects resource adequacy for the rest of the system. A ZG resource may not serve any load other than its associated load, and its capacity credits must be used in a Fixed Resource Adequacy Plan or Reliability-Based Demand Curve opt-out rather than offered into the Planning Resource Auction.[79] Whether that matters depends on whether the pathway displaces generation that would otherwise have interconnected through the standard process with the ability to serve other load, or supports generation that would not otherwise have been built. The Filing does not address that question or explain how MISO's loss-of-load modeling and planning reserve methodology account for ZG resources.[80]

Second, a permanent construct reduces the opportunity to evaluate actual operating experience before the pathway becomes an enduring feature of the Tariff. This is a largely new construct, and MISO acknowledges having accommodated zero-injection arrangements only in limited circumstances in the past.[81] A pilot with an initial term and an aggregate cap would permit the Commission and stakeholders to observe how many resources actually use the pathway, whether the injection limits hold in operation, and whether upgrades are later identified in transmission planning that were not anticipated in the interconnection studies, before the service becomes a permanent feature of the Tariff. Nothing about a sunset would deny the pathway to projects with near-term needs; it would simply require MISO to return to the Commission with an operating

[79] Proposed Module E-1 §§ 69A.4.5, 69A.7.3, 69A.7.8, 69A.9, 69A.9.1.

[80] Proposed Module E-1 § 69A.4.1(i); see also id. §§ 69A.4.5, 69A.7.3, 69A.7.8.

[81] Transmittal at 9 n.35.

record before the arrangement becomes permanent. The uncertainty about actual uptake that MISO itself acknowledges reinforces the case for an initial aggregate cap or sunset, accompanied by operational reporting.

MISO's Answer does not change this assessment. MISO argues that an aggregate cap or defined term is unnecessary because each ZGIA is limited by its same-substation configuration, its service cap, the prohibition on Network Upgrades beyond the interconnecting substation, and the ten-request quarterly limit.[82] Each of those is a limit on an individual project or on the rate of processing. None constrains how long the parallel pathway operates, how many agreements accumulate under it, or the aggregate generating capacity interconnected outside the Definitive Planning Phase. MISO's Answer also confirms that MISO adopted the quarterly limit "to avoid disruption to the DPP and ensure that sufficient resources are available to process ZGIA requests."[83] That is a processing constraint, not a limit on the scale of the program.

VI. Conclusion

Q. Does this conclude your testimony?

A. Yes.

[82] MISO Answer at 18–20.

[83] MISO Answer at 19.

Attachment HM-1: Curriculum Vitae of Houtan Moaveni

Professional Experience

October 2024–Present, Grid Strategies LLC
Title: Vice President

August 2021–June 2024, New York State Office of Renewable Energy Siting (ORES)
Title: Executive Director

January 2020–August 2021, New York State Department of Public Service (DPS)
Title: Director of Facility Certification & Compliance

September 2015–January 2020, New York State Energy Research and Development Authority (NYSERDA)
Title: Senior Advisor to the President & CEO (earlier served as Deputy Director of NY-Sun and New York State Interconnection Ombudsman)

June 2014–September 2015, New York Power Authority (NYPA)
Title: Program Manager

July 2008–June 2014, Florida Solar Energy Center (FSEC)
Title: Program Manager

January 2008–July 2008, ARMINES
Title: Researcher

Education

Master of Science in "Energy Management and Policy", École Nationale Supérieure des Mines de Paris, 2007–2008

Bachelor of Science in "Power Systems Electrical Engineering", University of Tehran, 2003–2007

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	)	Docket No. ER26-3552-000

VERIFICATION

I, Houtan Moaveni, pursuant to 28 U.S.C. § 1746, state, under penalty of perjury, that: I am the same Houtan Moaveni referred to in the foregoing document entitled "Testimony of Houtan Moaveni in Support of the Protest of Community Organizations and Clean Energy Advocates;" I have read the same and am familiar with its contents; and the facts set forth therein are true and correct to the best of my knowledge, information, and belief.

/s/ Houtan Moaveni

Dated: October 8, 2026