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November 16, 2026

VIA ELECTRONIC FILING

The Honorable Debbie-Anne Reese
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Midcontinent Independent System Operator, Inc.'s
Grid Responsive Integration Transmission Service for Large Loads
Docket No. ER27-___-000

Dear Secretary Reese:

The Midcontinent Independent System Operator, Inc. ("MISO"), through this filing,[1] submits proposed revisions to its Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff"),[2] establishing the Grid Responsive Integration Transmission Service ("GRITS"). GRITS provides a permanent firm and non-firm contract demand-based, Transmission Service option for Large Loads willing and able to limit their withdrawals under specified price and reliability conditions.

MISO is submitting GRITS as a separate FPA section 205 filing from the Large Load Project Review ("LLPR") process, cost recovery agreements, Firm Service Step Up ("FSSU"), and Interim Network Integration Transmission Service ("Interim NITS").[3] These initiatives are addressed in MISO's separate large load omnibus filing submitted concomitantly. The GRITS proposal is a stand-alone proposal and MISO describes the proposals contained in the omnibus filing here only as necessary to explain the interfaces with GRITS.

MISO requests that the Commission accept the proposed revisions effective 120-days from the date of this filing (*i.e.,* March 16, 2027) in order to facilitate MISO's development of software

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1 This filing is made pursuant to section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, and Part 35 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), 18 C.F.R. § 35.1, *et seq*.

2 Unless otherwise indicated by the text or context of this transmittal letter, all terms used herein have the definitions set forth in Module A of the Tariff.

3 These filings are being submitted contemporaneously in response to the associated concerns set forth in the Show Cause Order.

systems and related process modifications necessary to implement GRITS in early 2029, and to continue the development of rates applicable to GRITS in concert with the MISO Transmission Owners. The GRITS proposal responds to the Commission's concerns regarding the need for an ongoing firm and non-firm contract demand service option for flexible Large Loads, including, but not limited to, co-located arrangements. The specific relationship to the proceeding in Docket No. EL26-70-000 is addressed below.

I. EXECUTIVE SUMMARY

MISO appreciates the collaborative efforts of its stakeholder community and the Transmission Owners in developing proposals for the reliable integration of Large Loads on an expedited basis, consistent with the urgency created by the timelines established in the Show Cause Order.

This filing provides the GRITS framework, which addresses the concerns raised by the Commission in the Show Cause Order with respect to the need for a permanent contract demand transmission service in the MISO region. As discussed in more detail below, the earliest MISO will be able to implement GRITS is January 1, 2029. This implementation timeline is driven by the need for significant modifications to MISO's software systems and processes to facilitate the reservation, scheduling, market systems, and billing services for GRITS, which is a new transmission service that does not conform with the transmission services offered today under MISO's Tariff. MISO recognizes the desire for the proposed service as noted by certain stakeholders and agrees that GRITS must provide a reliable and workable path for customers that elect permanent contract demand-based firm and/or non-firm transmission service and is committed to implementation of GRITS consistent with Commission acceptance and on a timeline that is technically feasible.

Given the extended timeline for implementing GRITS, MISO and the Transmission Owners, prioritized their efforts on solutions that can be delivered in the near term, including the Zero Injection Generator Interconnection Agreement ("ZGIA") proposal, Interconnection Reliability Requirements ("IRR"), Load Addition Resource Study ("LARS") proposal, Firm Service Step Up, Interim NITS and LLPR, including the development of *pro forma* cost recovery agreements to prevent unjust cost shifts related to upgrades identified through the LLPR process. This prioritization was necessary given the competing priorities of MISO's proposals in response to the Show Cause Order and the abbreviated time frame during which the multiple issues identified in the Show Cause order needed to be addressed. Moreover, GRITS is a novel and complex market-dependent approach to transmission service that was conceived later in the abeyance period (*i.e.,* October 2026) and has necessitated greater stakeholder outreach and education. As stated above, considerable work remains including significant modifications to MISO's, and as may be required, the Transmission Owner's and other Market Participants', software systems and processes to accommodate GRITS. As such, MISO requests Commission acceptance of the proposed GRITS framework to begin software development consistent with the Commission's order and further requests the Commission permit MISO and the Transmission Owners to continue to develop a new rate structure applicable to GRITS and work with

stakeholders to continue to refine the proposal on a timeline that will facilitate GRITS implementation in early 2029.

II. BACKGROUND

The scale and pace of large load development require transmission service options that reflect how a Large Load customer intends to use the Transmission System. Some Large Load Transmission Customers may seek full firm service and need an interim arrangement while necessary supporting upgrades are completed. MISO is proposing in its omnibus filing both an Interim NITS product and Firm Service Step Up process that will be implemented within its existing NITS framework to address these transmission service needs. Other Large Load Transmission Customers may be able to accept continuing interruption of some or all of their demand and seek an ongoing allocation between firm and non-firm service on a permanent basis. GRITS addresses both of these needs as it provides the Large Load Transmission Customer the option to determine the appropriate combination of firm and non-firm contract demand transmission services needed to meet its operational needs, but does not require the Large Load Transmission Customer to progress toward firm service for any or all of its GRITS Load Limit.[4]

In the June 18, 2026, Show Cause Order, the Commission examined whether MISO's Tariff adequately addresses large and co-located load development, including service for loads willing and able to limit their withdrawals under certain conditions. The Commission identified a permanent contract-demand-like service option, treatment of regulation and black start service, and controls needed to enforce withdrawal limits among the matters requiring attention.[5]

The Commission permitted respondents to develop regional solutions through section 205 filings and subsequently held the proceeding in abeyance. MISO has advanced related proposals through separate filings, including Zero Injection Generator Interconnection Agreements ("ZGIA"), Interconnection Reliability Requirements for Large Loads ("IRR"), and the Large Load Addition Resource Study ("LARS") and the Large Load omnibus filing submitted separately pursuant to FPA section 205. GRITS provides a distinct Transmission Service option that can operate with the applicable study, interconnection, and reliability requirements. Generator Interconnection Service does not itself provide the Transmission Service needed for associated load.[6]

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[4] ***GRITS Load Limit:*** The maximum amount of Load specified in the Form of Service Agreement for GRITS by the Large Load Transmission Customer taking GRITS that may be scheduled at a Point(s) of Delivery pursuant to Module B of this Tariff.

[5] *Midcontinent Indep. Sys. Operator, Inc*., 195 FERC ¶ 61,212, PP 98–105 (2026), *errata notice*, 196 FERC ¶ 61,123 (2026) ("Show Cause Order").

[6] Show Cause Order P 37; *Midcontinent Indep. Sys. Operator, Inc*., 196 FERC ¶ 61,133, PP 8-11 (2026) ("Abeyance Order"); ZGIA Transmittal at 1-2, 6-7.

III. PROPOSED GRITS SERVICE

A. Eligibility, service quantities, and agreements.

GRITS provides an ongoing service arrangement for a Large Load Transmission Customer serving a Large Load that may desire a combination of both firm and non-firm contract demand-like transmission service and, with respect to any non-firm service, is willing and able to limit its withdrawals under specified price and reliability conditions. For example, a Large Load Transmission Customer representing a Large Load of 500 MW may desire to only take 200 MW of firm transmission service, allowing the remaining 300 MW to be served on a non-firm basis. Under Network Integration Transmission Service this participation model is not available while GRITS provides a pathway for such an arrangement.

GRITS will only be made available to a Large Load Transmission Customer, cannot be combined with any other NITS transmission service, and is not limited to Large Load being served by a co-located generator. GRITS Service requires that a Large Load Transmission Customer establish a GRITS Load Limit and a Firm GRITS quantity that may range from zero to the full Load Limit in the *pro forma* GRITS service agreement ("GRITS Service Agreement"), which cannot be exceeded without execution of a new *pro forma* GRITS Service Agreement. Non-Firm GRITS may be reserved within the difference between those quantities as needed and as available. The GRITS Load Limit defines the maximum approved Load in the GRITS Service Agreement; it does not guarantee that the entire non-firm quantity will be available in every period.

GRITS contains the firm and non-firm components within one GRITS Service Agreement. MISO does not propose combining NITS and GRITS for the same load to create that allocation, and a change to the GRITS Load Limit or Firm GRITS quantity requires a new GRITS Service Agreement. Where both firm and non-firm quantities are present, separate Commercial Pricing Nodes ("CPNodes") represent those components. This representation supports the different reservation, interruption, billing, capacity, and Auction Revenue Rights ("ARR") treatment applicable to each GRITS service component.

For example, a 300 MW GRITS Load Limit with 60 MW of Firm GRITS permits a maximum non-firm quantity of 240 MW. At 200 MW of operating demand, the proposed allocation assigns the first 60 MW to the CPNode representing the firm component and the remaining 140 MW to the CPNode representing the non-firm component. That allocation is subject to an available reservation and the applicable operating limit; the agreement's 240 MW non-firm maximum does not itself establish that 240 MW will be available for every hour.

As noted above, GRITS accommodates both stand-alone Large Loads and qualifying co-located arrangements. A Large Load Transmission Customer must request GRITS through the applicable LLPR process and will be required to execute a GRITS Service Agreement and a GRITS Operating Agreement specifying the quantities, operational limits, communications, and control requirements. Service commences after Network Upgrades, Large Load Network Upgrades and/or Impacted Transmission Owner Large Load Network Upgrades identified through

the LLPR process are complete and the applicable service and operating prerequisites are satisfied. As explained by Ms. Xie, Firm Service Step-up, which is proposed in MISO's Omnibus Filing, cannot be combined with GRITS because GRITS establishes its own ongoing allocation of firm and non-firm service within the GRITS Service Agreement.

B. Reservations and service priority.

Non-Firm GRITS will be reserved through the Open Access Same-Time Information System ("OASIS") for periods ranging from one Day to one month. The reservation rules use the existing Point-To-Point Transmission Service framework, including priority for longer requested service periods within the permitted range and the order of competing equal-duration requests. A new reservation receives its applicable position in that process. The underlying Form of GRITS Service Agreement does not reserve non-firm service indefinitely, and reservation priority of non-firm service remains distinct from the priority applied when existing service must be curtailed.

Firm GRITS is reserved for at least one year within the ongoing arrangement. Reservation priority determines the order in which requests are evaluated; curtailment priority determines which existing service is reduced when the system cannot support scheduled use. A customer's continuing GRITS agreement does not establish an indefinite reservation of non-firm capability. The following depicts the priority of Firm and Non-Firm GRITS:

HOW NON-FIRM REQUESTS ARE RANKED

1. **Longer duration first**
   Longer service periods have priority (up to one month)
2. **Then service type**
   For equal durations, Interim NITS precedes GRITS Non-Firm Load and Non-Firm Point-to-Point, which have equal priority
3. **Then request date**
   For equal durations and service priority, evaluate the earlier request first with later requested evaluated assuming earlier Loads are operating

REQUEST DURATION

- Firm GRITS duration **minimum** is 1 year
- Non-Firm GRITS duration **maximum** is one month

EXAMPLE | HIGHEST TO LOWEST PRIORITY

Rank	Load	Service	Duration	Request Date
1	A	Interim NITS	1 Month	Day 1
2	E	Non-Firm GRITS	1 Month	Day 3
3	F	Interim NITS	1 Week	Day 3
4	C	Non-Firm Point-to-Point	1 Week	Day 2
5	D	Non-Firm GRITS	1 Week	Day 3
6	B	Non-Firm GRITS	1 Day	Day 1
	G	Non-Firm Point-to-Point	1 Day	Day 1

ACTIVE RESERVATIONS CAN RETAIN PRIORITY
Each new reservation is ranked anew. Active reservations may be extended under a right of first refusal to retain priority. In this example, Loads B, C and D could extend to one month to remain ahead of Load 2.

C. Transmission charges and gross-load billing.

GRITS will use reservation-based Transmission Service charges benchmarked to the rates for GRITS service that will be filed in a subsequent FPA section 205 filing. MISO notes that it

will continue working with its Transmission Owners specifically,[7] and the broader stakeholder community, to develop the rates applicable to GRITS transmission services. MISO and the Transmission Owners intend to either submit the proposed GRITS transmission service rates prior to the proposed implementation date requested herein (*i.e.,* March 16, 2027) or provide the Commission with a status report detailing the progress that has been made to establish such rates as well a revised date to propose such rates.

Given the expansive scope of issues that need to be addressed in the Show Cause Order, and the relatively limited amount of time to consider and address those issues, there has simply not yet been sufficient opportunity for MISO and MISO Transmission Owners to finalize a rate design for GRITS. Notwithstanding the lack of such rates being included in this filing, MISO has developed a sufficiently detailed and robust transmission service that both complies with the intent of the Show Cause Order and merits Commission acceptance, subject to further compliance. This is particularly the case because GRITS cannot be provided until January 2029.

The GRITS proposal also applies gross-basis treatment to applicable service-related charges, including regulation and black start, so that a co-located arrangement does not avoid charges for services it receives merely because its net withdrawal is below its gross load. These reservation-based charges and gross-basis billing serve different functions and apply through the billing determinants established for the particular service.

A reservation-based charge, such as that used for the existing Point-To-Point Transmission Service rates, reflects the amount of Transmission Service reserved, rather than actual consumption alone. The applicable schedules govern any billing adjustment or credit for interrupted service. Co-located generation serving a Large Load receiving GRITS service must be registered as a Generation Resource, and the Large Load Transmission Customer must procure Transmission Service to receive service from the co-located resource. Co-location therefore does not eliminate the obligation to procure Transmission Service or permit the customer to "net away" gross load relevant to regulation and black start billing.

D. Price-based interruption.

Non-Firm GRITS will be interrupted when the Locational Marginal Price at its CPNode exceeds the GRITS Offer Cap, which is $100/MWh. Ms. Xie explains that historical data, including the 2025 State of the Market Report, indicates that historical data indicates this price permits service more than 95% of all Hours.[8] To effectuate the GRITS Offer Cap in the Day-Ahead Energy and Operating Reserve Market, the Market Participant representing the Large Load will be required to submit a Price Sensitive Demand Bid for the CPNode representing the non-

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[7] MISO's Transmission Owners have filing rights with respect to the rates for transmission service pursuant Appendix K to the Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., Rate Schedule No. 1 of the Tariff ("Transmission Owners Agreement").

[8] 2025 STATE OF THE MARKET REPORT FOR THE MISO ELECTRICITY MARKETS available at: https://www.potomaceconomics.com/wp-content/uploads/2026/07/2025-MISO-SOM_Appendix_Final.pdf.

firm portion of the GRITS Load that is no greater than $100/MWh. The GRITS Offer Cap will be effectuated in both the Day-Ahead and Real-Time Energy and Operating Reserve Markets by incorporating the Non-Firm GRITS portion of the GRITS Load into the Security Constrained Unit Commitment ("SCUC") and Security Constrained Economic Dispatch ("SCED") processes. As such, Ms. Xie explains that the Large Load Transmission Customer's election of Non-Firm GRITS therefore includes the ability to comply with both the price condition and the resulting operating directive.

Ms. Xie further explains that the GRITS Offer Cap serves two complementary objectives.[9] First, by establishing the GRITS Offer Cap, MISO can use the Security Constrained Economic Commitment ("SCUC") and Security Constrained Economic Dispatch ("SCED") processes to efficiently issue Interruption directives to the Non-Firm GRITS Load without relying upon administrative Emergency procedures. Requiring Non-Firm GRITS Loads to be included in the SCUC/SCED processes provides an automated and transparent way of curtailing these Loads as the system conditions experienced reduced transmission or generation capacity. Second, establishing the GRITS Offer Cap at the first non-zero step of the Market-Wide Short-Term Reserve Demand Curve prevents reliability being degraded for all Transmission Customers by ensuring the Non-Firm GRITS Load is offline before a shortfall of operating reserves occurs. This limitation reflects the "as-available" nature of Non-Firm GRITS and is consistent with the reliability rationale underlying the Tariff's authorization to curtail Non-Firm Point-To-Point Transmission Service when an Emergency or other unforeseen condition threatens to impair or degrade Transmission System reliability.

E. Reliability based Curtailment and enforcement.

Non-Firm GRITS Load is also subject to reliability-based Curtailment directives, including Curtailment upon the declaration of a Capacity Advisory in the same Local Balancing Authority ("LBA"). During Transmission Emergencies, Non-Firm GRITS Load is curtailed with the same priority as Loads served using Non-Firm Point-To-Point Transmission Service of equal service duration and before Loads served through Interim NITS and Firm Transmission Service. Ms. Xie explains how Resource Adequacy is maintained if the Non-Firm GRITS Load is excluded from the Planning Resource Auction because the GRITS Offer Cap will ensure these Loads are curtailed whenever LMP rises above the GRITS Offer Cap.[10] In the event a Capacity Advisory declaration is made while LMP is below the GRITS Offer Cap, MISO will issue the Curtailment directive for the entire Non-Firm GRITS Load.[11] Accordingly, Resource Adequacy is assured because these Loads will not be competing with other types of Load at the times when Resource Adequacy is under pressure. The portion of a Large Load served through Firm GRITS remains in the Coincident Peak Demand forecast and retains the corresponding capacity responsibility to procure Zonal Resource Credits.

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[9] Xie at 9.

[10] Xie at 16.

[11] *Id*.

GRITS depends on observable and enforceable withdrawal limits. Metering, telemetry, model representation, communications, and operating controls support MISO's administration of those limits. The Transmission Owner will determine additional control technologies or protection systems required for the arrangement. MISO will communicate Interruption and Curtailment directives through the Market Participant representing the Load in MISO's Energy and Operating Reserve Markets, and applicable operating procedures will govern restoration.

Ms. Xie explains that if the Large Load Transmission Customer with Non-Firm GRITS fails to interrupt when directed, the applicable Transmission Owner has the authority implement remote disconnect procedures, and the Large Load Transmission Customer will be subject to unreserved use penalties, additional financial penalties for repeated failure, and possible termination of Transmission Service.[12] These consequences support the operating limitations the customer accepts in electing GRITS.

F. Resource Adequacy, ARR Entitlements, and market participation.

Firm GRITS remains subject to the applicable Resource Adequacy and capacity obligations established in Module E of the Tariff and is eligible to register as a Load Modifying Resource. Ms. Xie explains, the portion of a Large Load served through Non-Firm GRITS service may be excluded from the obligation to procure Zonal Resource Credits.[13] This means this portion of the Large Load will not be included in the Coincident Peak Demand forecast and a Market Participant is not eligible to enroll the Non-Firm GRITS portion of the Large Load as a Load Modifying Resource. The portion of a Large Load served through Firm GRITS is required to procure Zonal Resource Credits and is eligible to participate as a Load Modifying Resource.

MISO is not proposing changes to the eligibility requirements for a Load to receive Auction Revenue Rights ("ARR"). The Tariff changes proposed herein clarify that ARR Entitlements are limited to Firm GRITS Load only, and the non-firm component of GRITS Load is excluded from acquiring ARRs and from the Peak Usage determination.

The proposal prohibits Non-Firm GRITS Load from participating as a Demand Response Resource ("DRR"), Load Modifying Resource ("LMR"), or Emergency Demand Response ("EDR") resource. As explained by Ms. Xie, prohibition of Non-Firm GRITS Load from participating as a DRR is consistent with Order No. 745. Prohibiting enrollment as a Load Modifying Resource also follows from these Loads not having an obligation to procure Zonal Resource Credits.[14]

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[12] Xie at 20.

[13] Xie at 16.

[14] Xie at 16.

G. Planning and commercial model treatment.

The firm component of GRITS Load is included in ongoing MISO Transmission Expansion Plan ("MTEP") planning, while the total GRITS Load remains subject to applicable Interconnection Reliability Requirements ("IRR") and stability review. The requirement to establish separate CPNodes for Firm and Non-Firm GRITS Load respectively, and corresponding Elemental Pricing Nodes allow the service allocation to be reflected in operations, forecasts, bidding, billing, and ARR treatment. Actual Energy Withdrawals associated with GRITS service are assigned first to the firm component, up to the Firm GRITS service quantity, with remaining withdrawals assigned to the Non-Firm GRITS quantity. This representation does not authorize withdrawals beyond a valid Transmission Service Reservation or the applicable operating limit.

IV. RESPONSE TO THE SHOW CAUSE ORDER

Section 205 requires jurisdictional rates and practices to be just and reasonable and prohibits undue preferences and unreasonable differences in service.[15] GRITS ties the Transmission Customer's rights to the service it requests: firm quantities retain firm treatment and corresponding capacity obligations, while non-firm quantities receive as-needed and as-available service, lower priority for reliability interruptions, and a price-based interruption condition.[16] Separate reservation requirements and model treatment for Firm and Non-Firm GRITS makes those distinctions administrable.

The GRITS proposal responds to the ongoing flexible-service concerns in paragraphs 100 through 105 of the Show Cause Order by establishing a defined Load Limit, an elected firm quantity, separately reserved non-firm service, and enforceable operating conditions.[17] The proposal's gross-load treatment prohibits netting and addresses the regulation and black start concerns identified in Paragraphs 98–100 of the Show Cause Order. In addition, the proposal's metering and control requirements address the withdrawal-limit concerns in paragraph 102 of the Show Cause Order. Those features connect the service received with the obligations accepted by the customer.[18]

The planning provisions of the GRITS proposal, which require requests for GRITS to be evaluated through the LLPR process consistent with all other requests for Transmission Service made by Large Load Transmission Customers, also address the issue identified in Paragraph 124 of the Show Cause Order.[19] Through this process requests for Firm GRITS will be subject to the analysis for ongoing firm service, which reflects the Firm GRITS quantity, while total GRITS

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15 16 U.S.C. § 824d(a)–(b).

16 Show Cause Order at PP 100-105; Xie at 6, 20.

17 Xie at 18-21.

18 Show Cause Order at PP 98–105.

19 Xie at 7; Show Cause Order at P 124.

Load remains subject to reliability and stability assessment.[20] The GRITS accreditation provisions for co-located ZG Resources addresses the portion of paragraph 127 of the Show Cause Order concerning the relationship between capacity recognition and the associated load's service.[21] These provisions supplement the separately proposed study and generator-interconnection frameworks.[22]

Reservation-based charges, gross-load ancillary service billing, price-based interruption, and firm-only ARR eligibility address different aspects of cost responsibility.[23] The separately proposed cost recovery agreements submitted in the omnibus filing are required for all address obligations associated with covered Large Load Network Upgrades and Impacted Transmission Owner Network Upgrades. Because requests for GRITS are required to be evaluated through the LLPR, all Large Load Transmission Customers granted GRITS will be required to enter into the Form of Agreement for Large Load Cost Recovery Agreement (proposed Attachment LLL) and Form of Agreement for Large Load Impacted Transmission Owner Cost Recovery Agreement (proposed Attachment MMM).[24]

GRITS service is only available to Large Load Transmission Customers capable of meeting operational requirements for GRITS and these enforcement mechanisms ensure that the approved service quantities are not merely contractual limits but are limits that MISO can enforce in real time.[25] Large Load Transmission Customers electing GRITS are subject to the same applicable service conditions. The distinct treatment of Firm and Non-Firm GRITS quantities reflects the unique characteristics, firmness, curtailment and interruption obligations of each respective service.

V. DESCRIPTION OF PROPOSED TARIFF REVISIONS

As discussed, GRITS is an independent, stand-alone proposal that can be accepted and implemented separate from MISO's other FPA section 205 filing submitted in response to the Show Cause Order. Because MISO's omnibus filing has been submitted prior to this filing, MISO has built the GRITS Tariff revisions to include (i.e., on top of) the proposed revisions to the Tariff submitted in the omnibus filing. MISO has highlighted all Tariff language pending Commission acceptance in the Tariff records submitted in Tab A hereto.

The proposed Tariff records establish GRITS eligibility and defined quantities; application, establish a Form of GRITS Service Agreement, and Operating Agreement requirements;

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[20] Xie at 7, 19-21.

[21] Xie at 17-18.

[22] Show Cause Order at PP 124, 127.

[23] Xie at 15-16, 19-20.

[24] Xie at 7.

[25] Xie at 20-21.

reservation duration and priority; price and reliability interruption; control, enforcement, and restoration requirements; and changes to the Load Limit or firm quantity. Conforming revisions to Module C of the Tariff implement separate commercial model representation requirements, establish ARR eligibility only for Firm GRITS, establish Resource Adequacy treatment, participation restrictions, and the co-located ZG Resource accreditation interface.

A. Definitions

MISO proposes the following, new definitions for GRITS:

Firm Grid Response Integration Transmission Service (Firm GRITS): The amount of firm Transmission Service that is reserved and/or scheduled to a specific Point(s) of Delivery pursuant to the Form of Service Agreement for GRITS. A Large Load Transmission Customer taking Firm GRITS may reserve and/or schedule between 0 MW and the GRITS Load Limit.

Grid Response Integration Transmission Service (GRITS): A Transmission Service provided under Module B of this Tariff that permits a Large Load Transmission Customers to take Transmission Service. GRITS permits the reservation of Capacity and of Energy on either a firm or non-firm basis from Network Resources to the Point(s) of Delivery. GRITS is comprised of three components; GRITS Load Limit, Firm GRITS, and Non-Firm GRITS. A Transmission Customer may not change the GRITS Load Limit or the amount of Firm GRITS without a new Form of Service Agreement for GRITS.

GRITS Load Limit: The maximum amount of Load specified in the Form of Service Agreement for GRITS by the Large Load Transmission Customer taking GRITS that may be scheduled at a Point(s) of Delivery pursuant to Module B of this Tariff.

GRITS Offer Cap: The maximum Locational Marginal Price at the Commercial Pricing Node associated with a Large Load taking Non-Firm GRITS service that a Market Participant may submit in a Bid. Non-Firm GRITS may be Interrupted if the Locational Marginal Price rises above the GRITS Offer Cap.

Non-Firm GRITS: The amount of Non-Firm Transmission Service that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 37B of this Tariff. Non-Firm GRITS is available only to Large Load Transmission Customers for periods ranging from one (1) Day to one (1) Month. A Large Load Transmission Customer taking Grid Responsive Integration Transmission Service may reserve and/or schedule between 0 MW and the difference of GRITS Load Limit and Firm GRITS.

B. Module B

MISO has revised the introduction of Module B of the Tariff to establish GRITS as a service available only to Large Load Transmission Customers. In addition, MISO has established Section 37B of the Tariff to include the terms and conditions of GRITS. The following table provides a brief overview of the proposed GRITS Tariff revisions in addition to the definitions.

The marked and clean Tariff records submitted as Tab A and B respectively, set out the revisions. The following table of Tariff revisions is provided for reference and informational purposes only. The language filed in the proposed Tariff revisions shall control in the event of any discrepancies between the information provided in this table and the proposed Tariff revisions.

Tariff Section	Tariff Section Title	Brief Description of changes
Module B		
37B.1	GRITS Term	Establishes the minimum service terms for Firm GRITS and Non-Firm Grits
37B.2	GRITS Reservation Priority	Establishes the reservation priority for Firm GRITS and Non-Firm GRITS relative to other Transmission Services under the Tariff
37B.3	GRITS Service Agreement	Establishes the requirement that a Large Loat Transmission Customer taking GRITS must execute a Form of Service Agreement for GRITS.
37B.4	GRITS Change in Service Request	Establishes the requirement that a Large| Loat Transmission Customer seeking to change the amount of GRITS must submit a new application for GRITS.
37B.5	GRITS Transmission Provider Responsibilities	Establishes MISO's responsibilities for revising GRITS requests.
37B.6	Secondary Service to Firm GRITS	Establishes the treatment of Firm GRITS from non-Designated Network Resources and the associated priority of the service.
37B.7	GRITS Restrictions on Use of Service	Requires any Large Load Transmission Customer to use Point-to-Point Transmission Service for third-party sales outside of the MISO Region.
37B.8	GRITS Application Procedures	Establishes the application and procedures for requesting GRITS, and

		provides detail regarding the evaluation of a GRITS request.
37B.9	GRITS Arrangement to be Completed Prior to Service	Establishes the requirement to complete installation of all equipment specified under the GRITS Operating Agreement prior to service.
37B.10	GRITS Transmission Customer Facilities	Establishes responsibility for construction, maintenance and operation of facilities used to provide GRITS.
37B.11	GRITS Study Procedures	Establishes the study procedures for requests for Non-Firm GRITS.
37B.12	GRITS Procedures	Requires that procedures for Load Shedding, Curtailment and Interruption be established by MISO, the Transmission Owner and Large Load Transmission Customer prior to commencement of GRITS.
37B.13	GRITS Transmission Constraints	States that MISO will take actions necessary to maintain Transmission System reliability if necessary to address a transmission constraint.
37B.14	GRITS Cost Responsibility for Relieving Transmission Constraint	Establishes that curtailment of scheduled deliveries may occur in accordance with the applicable GRITS Operating Agreement or NERC / NAESB TLR procedures.
37B.15	GRITS Curtailment of Scheduled Deliveries	Establishes the procedure for curtailing Firm GRITS.
37B.16	GRITS Load Shedding	Established the procedures for Load Shedding relative to Firm GRITS.
37B.17	GRITS System Reliability	Establishes the provisions for curtailment of Firm and Non-Firm Grits, and the costs associated with a Large Load Transmission Customer's failure to respond to MISO's curtailment directives.
37B.18	Classification of Firm GRITS	Limits the use of FIRM GRITS to the levels specific in the applicable GRITS Service Agreement.
37B.19	Classification of Non-Firm GRITS	Establishes unreserved use penalties for Non-Firm GRITS
37B.20	Scheduling of Non-Firm GRITS	Requires Non-Firm GRITS schedules to be submitted consistent with the

		requirements of Attachment J to the Tariff.
37B.21	Non-Firm GRITS Curtailment or Interruption of Service	Establishes the rules for curtailment or interruption of Non-Firm GRITS and the priority of Non-Firm GRITS in relation to other Transmission Services.
37B.22	GRITS Offer Cap	Establishes the GRITS Offer Cap of $100/MWh.
37B.23	GRITS Operating Agreement	Establishes the components of the GRITS Operating Agreement.
Module C		
38.6	Aggregators of Retail Customers	Requires an ARC to attest that no part of a DRR, LMR, or EDR is being served by Non-Firm GRITS.
39.2.2	Demand Bid Rules in the Day-Ahead Energy and Operating Reserve Markets	Limits the amount of Price Sensitive Demand Bid from Large Load taking Non-Firm GRITS to the GRITS Offer Cap.
40.2.15.s	Real-Time Energy and Operating Reserve Market Process	Establishes that Non-Firm GRITS is subject to Interruption when the Real-Time Ex Ante LMP exceeds the GRITS Offer Cap.
40.2.20	Capacity Shortage Conditions in the Real-Time Energy and Operating Reserve Market	Establishes Step Zero in the priority of Interruption for Capacity Shortage Conditions in the Real Time market.
42.6	Partial-Year FTR Allocation Process for New ARR Zones	Includes Firm GRITS as an eligible service for nominations.
43.2.4	Nomination and Allocation of ARRs and MTPS ARRs	Includes Firm GRITS as an eligible service for nominations.
69A.1.1	Forecasted Demand Identification	Excludes Non-Firm GRITS from Coincident Peak Demand forecast.
69A.1.2	Daily Assignment of Coincident Peak Demand Obligations	Excludes Demand from a Large Load taking Non-Firm GRITS from an LSE's portion of such Demand.
69A.3.1.G	Determination of Deliverability	Makes explicit deliverability of a ZG Resource to a ZG Associated Load requires Firm Transmission Service or Interim NITS Transmission Service.
69A.3.3	Load Modifying Resources	Non-Firm GRITS cannot participate as a Load Modifying Resource
Attachments		

Attachment F-1	Form of Service Agreement for Grid Responsive Integration Transmission Service	Form of Service Agreement for GRITS and related exhibits including specification sheets.
Attachment G-1	Form of GRITS Operating Agreement for Grid Responsive Integration Transmission Service	Form Operating Agreement for GRITS service.

VI. STAKEHOLDER ENGAGEMENT

MISO developed the GRITS proposal through successive discussions with the Large Load Working Group ("LLWG"). At the August 12, 2026 LLWG meeting, MISO presented its Flexible Large-Load Interconnections and Transmission Service ("FLITS") concept, which contemplated both interim and permanent non-firm service. MISO requested written feedback by August 19, 2026, with particular emphasis on resource adequacy. Stakeholders addressed curtailment, capacity obligations, and the implications of offering permanent non-firm service. The environmental sector recommended developing separate interim and permanent products given their different purposes and operating requirements.[26]

At the September 9, 2026 LLWG meeting, MISO presented interim FLITS and a separate permanent Contract Demand service and requested written comments by September 16. Stakeholders addressed how the proposed services would differ in rates, curtailment priority, resource adequacy treatment, and ARR eligibility. At the September 23, 2026 LLWG meeting, MISO focused its presentation on Interim NITS and confirmed during the discussion that it continued to develop the permanent service and would return with an update on October 8, 2026. The September 23, 2026 feedback request set an October 2, 2026 deadline for comments on the Interim NITS design and an October 16 deadline for comments on the anticipated Interim NITS Tariff redlines.[27]

At the October 8, 2026 LLWG meeting, MISO presented the permanent service as GRITS and requested written feedback by October 16, 2026. The proposal allowed customers to combine a firm service quantity with short-term, as-available non-firm reservations. MISO also proposed excluding the non-firm portion from the Coincident Peak Demand forecast and requiring interruption under specified reliability and price conditions. Stakeholders commented on the proposed price trigger, coordination and enforcement of curtailment, capacity forecasting and modeling, and the treatment of co-located resources. They also asked how a customer could increase its firm service quantity after service began.

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[26] MISO, LLWG, Flexible Large-Load Interconnections and Transmission Service (FLITS) Proposal, LLWG-2026-5 (Aug. 12, 2026) (feedback request and submitted comments, including Environmental Sector comments). (misoenergy.org, misoenergy.org).

[27] MISO, LLWG, Non-Firm Large Load, Item 6 (Sept. 9, 2026), and associated feedback request and comments, LLWG-2026-5. See also MISO, LLWG, Conditional Non-Firm Transmission Service, Item 7, slide 2 (Sept. 23, 2026), and associated Interim NITS feedback request, LLWG-2026-5. (misoenergy.org, cdn.misoenergy.org, misoenergy.org).

At the October 29, 2026 LLWG meeting, MISO presented GRITS alongside Interim NITS and reviewed the differences in reservation terms, service priority, billing, and resource adequacy treatment. After receiving stakeholder feedback on the October 8, 2026 proposal, MISO reported that it was evaluating whether to use a GRITS Offer Cap as a price-based interruption trigger and, if so, where to set it. Stakeholders submitted additional written comments on November 4 addressing, among other matters, non-firm transmission charges, the proposed price trigger, and resource adequacy treatment.[28]

VII. DOCUMENTS SUBMITTED IN THIS FILING

In addition to this Transmittal Letter, this submission includes the following materials, with the final tab and exhibit designations identified in the filing index:

Tab A – Redline Tariff[29]

Tab B – Clean Tariff

Tab C – Testimony of Zhaoxia Xie

VIII. EFFECTIVE DATE AND REQUEST FOR CONTINUED ABEYANCE

MISO requests an effective date 120-days from the date of this filing (*i.e.*, March 16, 2027), with implementation of GRITS to begin January 1, 2029. Acceptance of the GRITS proposal by the requested effective date is necessary to facilitate the planned implementation timeline because such implementation requires significant modifications to MISO's existing software systems and processes, coordinated service agreements, models, market registration, billing arrangements, operating controls, and communications.

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[28] MISO, LLWG, Interim NITS and Grid Responsive Integration Transmission Service, Item 5, slides 2, 8, 20–24 (Oct. 29, 2026). Antora Energy comments (Nov. 4, 2026, posted Nov. 9, 2026). (cdn.misoenergy.org, cdn.misoenergy.org, misoenergy.org, misoenergy.org).

[29] Language currently pending before the Commission in the following, unrelated dockets is highlighted in yellow: ER26-3552-000 and ER26-3650-000. Also highlighted is pending language filed in MISO's Large Load Omnibus filing being submitted contemporaneously. MISO requests that the Commission treat such highlighted language as subject to the outcome of those pending proceedings. If needed, MISO commits to file any revisions to this highlighted language as necessary to comply with any Commission orders in the proceeding.

In addition, MISO has not included language that has future effective dates of 6/1/2027, 9/1/2027, 6/12/2028, 6/1/2029, under Docket Nos. ER22-1640-007, ER22-1640-006, and ER22-1640-003, respectively. MISO has also removed language that has a future effective date of 9/1/2027 and is pending in Docket No. ER25-1886-000. If needed, MISO commits to file any revisions to comply with any Commission orders in these proceedings and MISO commits to make subsequent filings with the Commission to reflect the most up-to-date version of the then-current Tariff provisions prior to the effective dates of the language.

MISO also moves to extend the existing abeyance period under Rule 212 of the Commission's Rules of Practice and Procedure.[30] As the Abeyance Order explained, the Commission encouraged MISO, the Transmission Owners, and stakeholder to continue to collaborate in order to develop one or more FPA section 205 proposals to address the requirements of the Show Cause Order.[31] The GRITS proposal is one output from this ongoing stakeholder process. As stated, MISO cannot implement GRITS until January 1, 2029, subject to the Commission accepting a rate, which as explained above will be submitted in for Commission review in a future filing. MISO, therefore, moves to extend the abeyance period until the Commission accepts the GRITS proposal and applicable rate for Firm and Non-Firm GRITS. MISO respectfully submits that this extension to the abeyance is necessary to avoid a lapse in the existing abeyance period while the GRITS rate is determined. Moreover, granting the continued abeyance is reasonable, especially in light of the limited scope of request as compared to the significant proposals filed in response to the Show Cause Order.

IX. COMMUNICATIONS

MISO respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3) (2026), to the extent necessary to permit the designation of more than two persons for service on behalf of MISO in this proceeding and requests all communications related to this filing be directed to:

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X. NOTICE AND SERVICE

MISO has served a copy of this filing electronically, including attachments, upon all Tariff customers, MISO Members, Member representatives of Transmission Owners and non-Transmission Owners, as well as all state commissions within the MISO Region and the Organization of MISO States. The filing has been posted electronically on MISO's website at https://www.misoenergy.org/legal/ferc-filings/ for other interested parties in this matter.

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30 *See* 18 C.F.R. § 385.212 (2026).

31 *Midcontinent Indep. Sys. Operator, Inc.*, 196 FERC P 61,133, at PP 8-9 (2026) ("Abeyance Order").

XI. CONCLUSION

For all of the foregoing reasons, MISO respectfully requests that the Commission accept this filing and grant waiver of any Commission regulations the Commission deems in order for the Commission to accept it as proposed.

Respectfully submitted,

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Attachments