

December 31, 2009

The Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street NE  
Washington, DC 20426

RE: *Southwest Power Pool, Inc.*, Docket No. ER10-\_\_\_\_\_  
Submission of Large Generator Interconnection Agreement

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d, and section 35.13 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations, 18 C.F.R. § 35.13, Southwest Power Pool, Inc. ("SPP") submits an executed Large Generator Interconnection Agreement ("LGIA") between SPP as Transmission Provider, Shooting Star Power Partners, LLC ("Shooting Star") as Interconnection Customer, and Mid-Kansas Electric Company ("MKEC") as Transmission Owner ("Revised Shooting Star LGIA").<sup>1</sup> The Revised Shooting Star LGIA modifies an existing LGIA between SPP, Shooting Star, and Aquila, Inc., doing business as Aquila Networks-WPK ("Aquila") as the Transmission Owner, designated as Service Agreement No. 1289 ("Original Shooting Star LGIA").<sup>2</sup> SPP is submitting the Revised Shooting Star LGIA for filing because it includes terms and conditions that do not conform to the *pro forma* LGIA in SPP's Open Access Transmission Tariff ("SPP Tariff").<sup>3</sup> SPP requests an

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<sup>1</sup> A copy of the Revised Shooting Star LGIA, which is designated as First Revised Service Agreement No. 1289, is attached as Exhibit I to this transmittal letter.

<sup>2</sup> Subsequent to the execution of the Original Shooting Star LGIA, Aquila assigned the Original Shooting Star LGIA to MKEC on March 27, 2007.

<sup>3</sup> See SPP Tariff at Attachment V, Appendix 6 (hereinafter "the *pro forma* LGIA"). The *pro forma* LGIA described herein refers to the *pro forma* LGIA that was in effect on October 18, 2006, i.e., the day the Original Shooting Star LGIA was executed. As discussed in this filing, only Appendices A through C, E and F of the Original Shooting Star LGIA are being revised in the Revised Shooting Star LGIA. Articles 1-30 of the Revised Shooting Star LGIA are identical to Articles 1-30 of the Original Shooting Star LGIA, which are based on the *pro forma* LGIA

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effective date of December 1, 2009 for the Revised Shooting Star LGIA. In addition, out of an abundance of caution, SPP is also submitting in this filing the Original Shooting Star LGIA because it includes some provisions that the Commission may consider non-conforming with the *pro forma* LGIA.

## **I. Background**

On October 18, 2006, SPP, Shooting Star and Aquila entered into the Original Shooting Star LGIA.<sup>4</sup> Prior to the execution of the Original Shooting Star LGIA, on July 14, 2006, Shooting Star notified SPP and Aquila that all work by Aquila and SPP associated with the engineering, construction, and installation of Shooting Star's interconnection facilities and Network Upgrades required under the Original Shooting Star LGIA were to be suspended as of the date of execution pursuant to Article 5.16 of the Original Shooting Star LGIA.<sup>5</sup> On October 8, 2009, Shooting Star notified SPP and MKEC of its intention to bring its interconnection request out of suspension. Due to the time that elapsed during the suspension of Shooting Star's interconnection request, certain circumstances changed that require the parties to update the Original Shooting Star LGIA. Specifically, the construction estimates in Appendix A and the completion dates for several of the milestones in Appendix B of the Original Shooting Star LGIA are outdated. To update the relevant appendices in the Original Shooting Star LGIA, SPP sent a letter to Shooting Star and MKEC on November 9, 2009 proposing modifications to Appendices A through C, E, and F of the Original Shooting Star LGIA. Shooting Star and MKEC executed the Letter Agreement on November 13 and December 1, 2009, respectively. The modifications set forth in the Letter Agreement are incorporated into the Revised Shooting Star LGIA submitted in this filing.

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that was in effect on October 18, 2006. As discussed in Section II.A of this filing, SPP's revision of the Original Shooting Star LGIA in this manner is consistent with Commission precedent.

<sup>4</sup> SPP reported the Original Shooting Star LGIA in its Electric Quarterly Reports ("EQR") commencing with its fourth quarter 2006 EQR.

<sup>5</sup> Article 5.16 of the Original Shooting Star LGIA is identical to Article 5.16 of the *pro forma* LGIA. See *pro forma* LGIA at Article 5.16 (providing that the interconnection customer reserves the right to suspend at any time all work under the LGIA).

**II. Descriptions and Justification of Non-Conforming Provisions Included in the Revised Shooting Star LGIA**

**A. General Justification of Modifications**

The Revised Shooting Star LGIA is identical to the Original Shooting Star LGIA except for the modifications to Appendices A through C, E, and F that were agreed to by SPP, Shooting Star, and MKEC in the Letter Agreement, which is included in this filing as Exhibit III. SPP's modification of the Original Shooting Star LGIA, instead of requiring a new agreement conforming to the current *pro forma* interconnection agreement, is consistent with Commission policy. The Commission does not require interconnection agreements that do not propose increases in capacity or material modifications of the characteristics of the existing generating facility to conform to a transmission provider's current *pro forma* interconnection agreement.<sup>6</sup> Moreover, the Commission previously has accepted similar modifications of existing LGIAs by SPP.<sup>7</sup> This filing is therefore consistent with Commission policy and warrants acceptance.

**B. Specific Descriptions and Justification of Non-Conforming Provisions Included in the Revised Shooting Star LGIA**

SPP is filing the Revised Shooting Star LGIA because it contains modifications that, while largely consistent with the terms and conditions of the *pro forma* LGIA, do not completely conform to the *pro forma* LGIA.<sup>8</sup> Specifically, Appendix A of the

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<sup>6</sup> See *Midwest Indep. Transmission Sys. Operator, Inc.*, 122 FERC ¶ 61,019, at P 20, *order on reh'g*, 125 FERC ¶ 61,210 (2008), *reh'g denied*, 127 FERC ¶ 61,109 (2009) ("We note that not all changes to existing or planned generating facilities require new [interconnection agreement]s"); *New Eng. Power Co.*, 109 FERC ¶ 61,364, at P 13 (2004) (discussing how agreements that do not propose increases in capacity or material modifications of the characteristics of an existing generating facility do not constitute new interconnection requests).

<sup>7</sup> See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1057-000 (June 10, 2009) ("Blue Canyon LGIA Letter Order"); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-1585-000 (Nov. 18, 2008) (errata issued on Nov. 19, 2008).

<sup>8</sup> In addition to the non-conforming provisions that have been included in the appendices to the Revised Shooting Star LGIA, the parties have deleted from both the Revised and the Original Shooting Star LGIAs *pro forma* language in Article 2.2 providing that the parties may request a period longer than ten years for the effective date of the LGIA and that indicated that the term will be specified in the

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Revised Shooting Star LGIA includes a note specifying that, in the event other interconnection customers suspend, terminate, or request unexecuted filings of their LGIAs, additional studies may be required that could result in changes to Shooting Star's interconnection facilities and Network Upgrades, as well as to Shooting Star's cost obligation for those facilities. This provision notifies Shooting Star that if another interconnection customer terminates its interconnection request, including terminating at the end of a suspension period, or in the event another interconnection customer's unexecuted LGIA is not accepted by the Commission and is withdrawn from the queue, SPP may conduct restudies to re-evaluate Shooting Star's cost obligations. This note is necessary to inform Shooting Star of termination conditions that may lead to restudies. The Commission previously has accepted other LGIAs submitted by SPP with a similar note.<sup>9</sup>

In addition, Appendix C, subsection (g) of the Revised Shooting Star LGIA provides that deviation from the required power factor by Shooting Star may result in disconnection of its generation equipment from SPP's transmission system if so directed by SPP or MKEC. This provision is consistent with Article 13.5.2 of the *pro forma* LGIA, which permits either SPP or MKEC to disconnect Shooting Star's generation facility when such disconnection is necessary under Good Utility Practice due to Emergency Conditions.<sup>10</sup> A deviation from the required power factor by Shooting Star could materially and adversely affect or damage SPP's transmission system or MKEC's

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individual agreements. SPP, Shooting Star, and Aquila selected a ten year term for the LGIAs, consistent with the *pro forma* LGIA. Therefore, the *pro forma* language in Article 2.2 allowing for a longer term was unnecessary. The Commission previously has accepted similar modifications to Article 2.2 in other LGIAs submitted by SPP. *See Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1234-000 (July 22, 2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-463-000 (Feb. 10, 2009).

<sup>9</sup> *See Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1258-000 (July 22, 2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1057-000 (June 10, 2009).

<sup>10</sup> *See pro forma* LGIA at Article 13.5.2 ("Transmission Provider and/or Transmission Owner may reduce Interconnection Service or disconnect the Large Generating Facility or Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions.").

interconnection facilities, which qualifies as an Emergency Condition under the *pro forma* LGIA.<sup>11</sup> This provision is therefore consistent with the *pro forma* LGIA.<sup>12</sup>

### **III. Description and Justification of Non-Conforming Provisions in the Original Shooting Star LGIA**

Out of an abundance of caution, SPP is also including in this filing as Exhibit IV a clean copy of the Original Shooting Star LGIA (Service Agreement No. 1289). SPP is submitting the Original Shooting Star LGIA because it includes the same non-conforming modifications in Article 2.2, and Appendices A and C as in the Revised Shooting Star LGIA. The Commission has previously accepted original LGIAs that were reported only in SPP's EQR when SPP submitted both the original LGIA and revised LGIA to the Commission.<sup>13</sup>

### **IV. Effective Date and Waiver**

SPP requests an effective date of December 1, 2009 for the Revised Shooting Star LGIA. Pursuant to section 35.11 of the Commission's rules and regulations, 18 C.F.R.

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<sup>11</sup> See *id.* at Article 1 (defining an Emergency Condition as "a condition or situation . . . (2) that, in the case of Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Owner's Interconnection Facilities . . . .")

<sup>12</sup> SPP also notes that language in Appendix C, subsection (i) of the Revised Shooting Star LGIA allows either SPP or MKEC to disconnect Shooting Star's facility if it is determined that Shooting Star is not operating its generation facilities in accordance with Good Utility Practice, or that its operating practices threaten the safety of persons or property or the integrity of SPP's transmission system. This language is included in other interconnection agreements submitted by SPP that have been accepted by the Commission. See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1219-000 (Jul. 24, 2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1234-000 (Jul. 22, 2009).

<sup>13</sup> See Blue Canyon LGIA Letter Order, *supra* note 7; *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-1585-000 (Nov. 18, 2008) (errata issued on Nov. 19, 2008).

§ 35.11, SPP requests a waiver of the Commission's 60-day notice requirement set forth at 18 C.F.R. § 35.3. Waiver is appropriate because the Revised Shooting Star LGIA is being filed no later than 30 days after the effective date of service.<sup>14</sup>

To the extent necessary, SPP requests an effective date of October 18, 2006 for the Original Shooting Star LGIA. Pursuant to section 35.11 of the Commission's rules and regulations, 18 C.F.R. § 35.11, SPP requests a waiver of the Commission's 60-day notice requirement set forth at 18 C.F.R. § 35.3. Waiver is appropriate because the Original Shooting Star LGIA has been reported in SPP's EQR since the fourth quarter of 2006, and the Commission has previously granted waiver under similar circumstances.<sup>15</sup>

**V. Additional Information**

**A. Information Required by Section 35.13 of the Commission's Regulations, 18 C.F.R. § 35.13:**

**1. Documents submitted with this filing:**

Included with this transmittal letter are the following:

- a. Exhibit I: Clean copy of the Revised Shooting Star LGIA;
- b. Exhibit II: Redlined pages illustrating the non-conforming differences between the Revised Shooting Star LGIA and the *pro forma* LGIA as of October 18, 2006;
- c. Exhibit III: Copy of the Letter Agreement between the Parties; and
- d. Exhibit IV: Clean copy of the Original Shooting Star LGIA.

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<sup>14</sup> See *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,983-84, *order on reh'g*, 65 FERC ¶ 61,081 (1993).

<sup>15</sup> See Blue Canyon LGIA Letter Order, *supra* note 7; *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-1585-000 (Nov. 18, 2008) (errata issued on Nov. 19, 2008).

**2. Effective Date:**

As discussed above, SPP respectfully requests that the Commission accept the Revised Shooting Star LGIA with an effective date of December 1, 2009, and to the extent necessary, the Original Shooting Star LGIA with an effective date of October 18, 2006.

**3. Service:**

SPP is serving a copy of this filing on the representatives for Shooting Star and MKEC listed in the Revised Shooting Star LGIA.

**4. Basis of Rate:**

All charges will be determined in accordance with the SPP Tariff.

**B. Communications:**

Copies of this filing have been served upon the representatives for MKEC and Shooting Star that are listed in the Revised Shooting Star LGIA. Any correspondence regarding this matter should be directed to:

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**VI. Conclusion**

For all the foregoing reasons, SPP respectfully requests that the Commission accept the Revised Shooting Star LGIA with an effective date of December 1, 2009, and to the extent necessary, accept the Original Shooting Star LGIA with an effective date of October 8, 2006.

Respectfully submitted,



Wendy N. Reed  
Matthew K. Segers

**Attorneys for Southwest Power  
Pool, Inc.**



# **EXHIBIT I**

## INTERCONNECTION AGREEMENT

Entered into by the

Southwest Power Pool, Inc.,

Aquila Inc., d/b/a Aquila Networks - WPK

And

Shooting Star Power Partners, LLC

entered into on the 18<sup>th</sup> day of October, 2006

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Appendix A - Interconnection Facilities, Network Upgrades, and Distribution Upgrades

Appendix B – Milestones

Appendix C – Interconnection Details

Appendix D – Security Arrangements Details

Appendix E – Commercial Operation Date

Appendix F – Addresses for Delivery of Notices and Billings

Appendix G – Requirements of Generators Relying on Newer Technologies

## STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

**THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT** ("Agreement") is made and entered into this 10th day of October 2006, by and between Shooting Star Power Partners, LLC, a limited liability Company organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Large Generating Facility), and Southwest Power Pool, a corporation organized and existing under the laws of the State of Arkansas ("Transmission Provider") and Aquila, Inc. d/b/a Aquila Networks - WPK, a corporation organized and existing under the laws of the State of Missouri ("Transmission Owner"). Interconnection Customer, Transmission Provider and Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

### Recitals

**WHEREAS**, Transmission Provider operates the Transmission System; and

**WHEREAS**, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and,

**WHEREAS**, Interconnection Customer and Transmission Provider and Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the Transmission System;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).

## **Article I. Definitions**

**Adverse System Impact** shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

**Affected System** shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Ancillary Services** shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

**Base Case** shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider or Interconnection Customer.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.