

March 1, 2010

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 ("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, Northwest Energy Center, LLC ("Northwest Energy") as Interconnection Customer, and KCP&L Greater Missouri Operations Company, Inc. ("KCP&L-GMO") as Transmission Owner ("Northwest Energy LGIA").<sup>1</sup> SPP is submitting the Northwest Energy LGIA for filing because it includes provisions that do not conform to the *pro forma* LGIA in SPP's Open Access Transmission Tariff ("SPP Tariff").<sup>2</sup> SPP requests an effective date of January 29, 2010, for the Northwest Energy LGIA.

**I. Descriptions and Justification of Non-Conforming Provisions Included in the Northwest Energy LGIA**

On January 29, 2010, the Parties entered into the Northwest Energy LGIA.<sup>3</sup> SPP is filing the Northwest Energy LGIA because it contains modifications that, while largely

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<sup>1</sup> A copy of the Northwest Energy LGIA, which is designated as Original Service Agreement No. 1974, is attached as Exhibit I to this transmittal letter. In addition, SPP, Northwest Energy, and KCP&L-GMO are collectively "the Parties."

<sup>2</sup> See SPP Tariff at Attachment V, Appendix 6 (hereinafter "the *pro forma* LGIA").

<sup>3</sup> The Northwest Energy LGIA provides for the interconnection of Northwest Energy's 100.5 MW wind energy generation facility ("Facility"). The Facility will consist of sixty-seven (67) General Electric 1.5 MW wind turbines. The Facility will be interconnected at the KCP&L Greater Missouri Operations Company Interconnection Substation 161kV bus ("the Substation").

consistent with the terms and conditions of the *pro forma* LGIA, do not completely conform to the *pro forma* LGIA.

**A. Article 2.2**

In Article 2.2, the Parties modified the term of the LGIA from ten years to thirty years. Article 2.2 of the *pro forma* LGIA provides that the Parties may request a period longer than ten years for the effective date of the LGIA and that the term will be specified in the individual agreements. Consistent with the *pro forma* LGIA, the Parties selected a thirty year term for the LGIA. The Commission previously has accepted similar modifications to Article 2.2 in other LGIAs submitted by SPP.<sup>4</sup>

**B. Appendix A**

The Commission has held that several of the provisions that SPP routinely includes in the Appendices of its LGIAs “do not deviate from the *pro forma* LGIA, but merely imbue the . . . LGIA with information the *pro forma* LGIA already contemplates will be incorporated.”<sup>5</sup> Specifically, these additional provisions in the Appendices “provide greater detail regarding the cost responsibilities and ownership of the facilities designed and constructed as the result of the interconnection of . . . [a] facility.”<sup>6</sup> The Commission stated that such provisions were “just and reasonable and do not require further Commission approval.”<sup>7</sup>

The Appendices of the Northwest Energy LGIA contain many of the same type of routine provisions contained in the Appendices in the LGIAs accepted by the Commission in the Solomon Forks Order and the Bear Creek Order; therefore, these provisions are “just and reasonable and do not require further Commission approval.”<sup>8</sup> However, as discussed below, there are several provisions in the Appendices necessary for the interconnection that are non-conforming. These provisions are discussed below.

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<sup>4</sup> See *Sw. Power Pool, Inc.*, 129 FERC ¶ 61,122 (2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1234-000 (July 22, 2009).

<sup>5</sup> *Sw. Power Pool, Inc.*, 128 FERC ¶ 61,022, at P 13 (2009) (“Solomon Forks Order”); see also *Sw. Power Pool, Inc.*, 128 FERC ¶ 61,116, at P 20 (2009) (“Bear Creek Order”).

<sup>6</sup> See Solomon Forks Order at P 13.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

First, Appendix A of the Northwest Energy 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 Northwest Energy's interconnection facilities and Network Upgrades, as well as to Northwest Energy's cost obligation for those facilities. This provision notifies Northwest Energy 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 Northwest Energy's cost obligations. This note is necessary to inform Northwest Energy 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 A includes provisions to account for the fact that there are two higher-queued interconnection projects, GEN-2006-014 and GEN-2006-017, that will affect the Network Upgrades required to interconnect Northwest Energy and Northwest Energy's cost responsibility for these Network Upgrades. Specifically, Article 2(b) to Appendix A specifies (i) Northwest Energy's responsibility for the Network Upgrades and associated costs if GEN-2006-014 and GEN-2006-017 achieve commercial operation; (ii) Northwest Energy's responsibility for the Network Upgrades and associated costs if GEN-2006-014 and GEN-2006-017 withdraw and do not achieve commercial operation; and (iii) Northwest Energy's responsibility for the Network Upgrades and costs if one of the higher-queued interconnection customers, but not the other, achieve commercial operation.<sup>10</sup>

The additional provisions are necessary due to the circumstances of Northwest Energy's interconnection request. Northwest Energy's Facility and the generating facilities associated with GEN-2006-014 and GEN-2006-017 all intend to interconnect at the Substation, as demonstrated in Figure 1 of the Northwest Energy LGIA. GEN-2006-014 is proceeding on schedule, while GEN-2006-017 has suspended. The provisions are necessary because Northwest Energy desires the construction of the Network Upgrades necessary for the interconnection of its Facility to move forward, however, if GEN-2006-014 and/or GEN-2006-017 withdraw from the queue and do not achieve commercial operation, such Network Upgrades and Northwest Energy's cost responsibility will be different. In the event the higher-queued projects withdraw from the queue (and thus do

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<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> Article 2(e) of the Northwest Energy LGIA also contains an estimate of the total costs for the Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, and Network Upgrades both with and without GEN-2006-014 and GEN-2006-017 in the queue.

not interconnect), the Network Upgrades required for the interconnection of just the Northwest Energy Facility are different and more costly than if the higher-queued projects do not withdraw. Therefore, the provisions in Appendix A specify Northwest Energy's cost responsibility for certain Network Upgrades based on whether the higher-queued interconnection customers withdraw from the queue. The Commission previously has accepted LGIAs submitted by SPP with similar provisions.<sup>11</sup>

### C. Appendix C

In addition, SPP notes that language in Appendix C, subsection (g) of the Northwest Energy LGIA allows either SPP or the Transmission Owner to disconnect the interconnection customer's facility if it is determined that the interconnection customer 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 and accepted by the Commission.<sup>12</sup>

## II. EFFECTIVE DATE AND WAIVER

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, 35.15 to permit an effective date of January 29, 2010 for the Northwest Energy LGIA. Waiver is appropriate because the Northwest Energy LGIA is being filed within 30 days of the requested effective date.<sup>13</sup>

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<sup>11</sup> See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1245-000 (July 23, 2009).

<sup>12</sup> See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1219-000 (July 24, 2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1234-000 (July 22, 2009).

<sup>13</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).

### **III. 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 Northwest Energy LGIA; and

(b) Exhibit II: Redlined pages of the Northwest Energy LGIA illustrating the non-conforming language.

##### **(2) Effective Date:**

As discussed above, SPP respectfully requests that the Commission accept the Northwest Energy LGIA with an effective date of January 29, 2010.

##### **(3) Service:**

SPP is serving a copy of this filing on the representatives for the Parties listed in the Northwest Energy LGIA.

##### **(4) Basis of Rate:**

All charges will be determined in accordance with the SPP's Open Access Transmission Tariff.

**B. Communications**

Copies of this filing have been served upon all Parties to the Northwest Energy LGIA. Any correspondence regarding this matter should be directed to:


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**IV. CONCLUSION**

For all the foregoing reasons, SPP respectfully requests that the Commission accept the Northwest Energy LGIA with an effective date of January 29, 2010.

Respectfully submitted,

  
Wendy N. Reed  
Carrie L. Bumgarner  
Tyler R. Brown

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

# EXHIBIT I

## INTERCONNECTION AGREEMENT

entered into by the

Southwest Power Pool, Inc.,

KCP&L Greater Missouri Operations Company

and

Northwest Energy Center LLC

entered into on the 29<sup>th</sup> day of January, ~~2009~~<sup>2010</sup>



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## STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

**THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT** ("Agreement") is made and entered into this 29<sup>th</sup> day of January ~~2009~~<sup>2010</sup>, by and among Northwest Energy Center, LLC, a limited liability company organized and existing under the laws of the State/Commonwealth of Missouri ("Interconnection Customer" with a Large Generating Facility), Southwest Power Pool, Inc., a corporation organized and existing under the laws of the State of Arkansas ("Transmission Provider") and KCP&L Greater Missouri Operations Company, Inc., a corporation organized and existing under the laws of the State of Delaware ("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 functionally controls the operation of 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**, Transmission Owner owns facilities to which the Large Generating Facility is to be interconnected and may be constructing facilities to allow the interconnection; and,

**WHEREAS**, Interconnection Customer, 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 1. 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 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 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.

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

**Breaching Party** shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

**Business Day** shall mean Monday through Friday, excluding Federal Holidays.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Clustering** shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting Interconnection Studies.