

January 3, 2024

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

RE: *Southwest Power Pool, Inc.*, Docket No. ER24-_____
Submission of Notice of Cancellation of Letter Agreement

Dear Secretary Bose:

Pursuant to section 35.15 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. § 35.15, Southwest Power Pool, Inc. ("SPP") submits this filing to notify the Commission of the cancellation of an executed Letter Agreement between Skyview Wind Project, LLC ("Skyview") as the Interconnection Customer and ITC Great Plains, LLC ("ITC") as the Transmission Owner ("Skyview Letter Agreement").¹ SPP respectfully requests that the Commission accept the cancellation of the Skyview Letter Agreement effective September 27, 2023.

I. Background and Notice of Cancellation

On April 19, 2022, in Docket No. ER22-1659-000,² SPP filed the Skyview Letter Agreement. While SPP executed the Skyview Letter Agreement to signify that an officer of SPP read the Skyview Letter Agreement, SPP submitted the Skyview Letter Agreement on behalf of the Parties as the relevant Transmission Provider. The Commission accepted the Skyview Letter Agreement on June 13, 2022.³

¹ The Skyview Letter Agreement was designated by SPP as Original Service Agreement No. 3945. In addition, Skyview and ITC are collectively referred to as "the Parties."

² See Submission of Letter Agreement of Southwest Power Pool, Inc., Docket No. ER22-1659-000 (April 19, 2022).

³ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER22-1659-000 (June 13, 2022).

The Skyview Letter Agreement provided for the performance of certain engineering and design activities by ITC and the payment for such activities by Skyview relating to the proposed interconnection of a generating facility to be owned and constructed by Skyview that would connect to ITC's Elk Creek 345 kV substation. The Skyview Letter Agreement was intended to accommodate Skyview's request to expedite the design and procurement of long-lead materials or equipment for ITC's Interconnection Facilities and the Network Upgrades required to interconnect Skyview's generating facility to ITC's Elm Creek 345 kV substation while Interconnection Studies were being performed and the terms of the Generator Interconnection Agreement ("GIA") were being developed and finalized.

Article 8 of the Skyview Letter Agreement states the Skyview Letter Agreement will terminate upon execution and delivery of a GIA by the Parties and SPP. The Parties and SPP finalized and executed a GIA effective September 27, 2023 ("Skyview GIA").⁴ The Skyview GIA was reported in SPP's Electric Quarterly Report beginning in the third quarter of 2023.⁵ As the terms of Article 8 of the Skyview Letter Agreement were satisfied with the execution of the Skyview GIA, SPP is notifying the Commission that it is terminating the Skyview Letter Agreement effective September 27, 2023.

II. Effective Date

SPP requests an effective date of September 27, 2023, for the cancellation of the Skyview Letter Agreement. To permit such an effective date, SPP also requests a waiver of the Commission's sixty day notice requirement.⁶ Good cause exists for such a waiver because the terms and conditions of the Skyview Letter Agreement were met upon the execution of the Skyview GIA on September 27, 2023.

⁴ The Skyview GIA was designated by SPP as Original Service Agreement No. 4141.

⁵ *See Revised Public Utility Filing Requirements*, Order No. 2001, 99 FERC ¶ 61,107, *reh'g denied*, Order No. 2001-A, 100 FERC ¶ 61,074, *reh'g denied*, Order No. 2001-B, 100 FERC ¶ 61,342, *order directing filing*, Order No. 2001-C, 101 FERC ¶ 61,314 (2002), *order directing filing*, Order No. 2001-D, 102 FERC ¶ 61,334, *order refining filing requirements*, Order No. 2001-E, 105 FERC ¶ 61,352 (2003), *order on clarification*, Order No. 2001-F, 106 FERC ¶ 61,060 (2004), *order revising filing requirements*, Order No. 2001-G, 120 FERC ¶ 61,270, *order on reh'g and clarification*, Order No. 2001-H, 121 FERC ¶ 61,289 (2007), *order revising filing requirements*, Order No. 2001-I, 125 FERC ¶ 61,103 (2008).

⁶ *See* 18 C.F.R. § 35.15(a).

III. Service

SPP is serving a copy of this filing on the representatives for the Parties.

IV. Communications

Correspondence and communications with respect to this filing should be sent to, and SPP requests that the Secretary include on the official service list, the following:

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V. **Conclusion**

For the foregoing reasons, SPP respectfully requests that the Commission accept the cancellation of the Skyview Letter Agreement with an effective date of September 27, 2023.

Respectfully submitted,

/s/ Britney Lloyd

Britney Lloyd

Attorney

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

Southwest Power Pool, Inc.
Original Service Agreement No. 3945

**2022 Letter Agreement for Engineering Design and Procurement of Materials for
Interconnection Facilities and Network Upgrades – GEN 2017-118 and GEN 2017-119
(Skyview Wind)**

This March 31, 2022 Letter Agreement for Engineering Design and Procurement of Interconnection Facilities and the required Network Upgrades (this “Agreement”) sets forth the agreement between ITC Great Plains, LLC (“Transmission Owner”) and Skyview Wind Project, LLC (“Interconnection Customer”) (with the Transmission Owner and Interconnection Customer being referred to herein individually as a “Party” and collectively as “Parties”) concerning the work to be engaged in by Transmission Owner in connection with the request made by Interconnection Customer to interconnect a certain Generating Facility (as defined below) to the Transmission System owned and operated by Transmission Owner. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Southwest Power Pool, Inc. (“SPP” or “Transmission Provider”) Open Access Transmission Tariff (the “Tariff”).

A. The purpose of this Agreement is to accommodate the Interconnection Customer’s request to expedite the design and procurement of long-lead materials or equipment for the Transmission Owner’s Interconnection Facilities (“TOIF”) and the required Network Upgrades required to interconnect the Interconnection Customer’s Generating Facility to the Transmission Owner’s Elm Creek 345 kV substation in a safe and reliable manner while Interconnection Studies are being performed and the terms of the Generator Interconnection Agreement (“GIA”) and facilities service agreement are being developed and finalized.

B. Interconnection Customer currently plans to own and construct a Generating Facility consisting of wind turbines and the accompanying collector substation equipment. The Generating Facility will be located in Cloud and Mitchell Counties, Kansas. The Generating

Facility, as proposed, will connect to the Elm Creek 345 kV substation, which is part of the Transmission System owned by Transmission Owner (“Transmission Owner’s System”) and functionally controlled by SPP in accordance with the Tariff.

C. The Interconnection Studies required (“the required Studies”) to be performed by Transmission Provider pursuant to Attachment V of the Tariff have not been completed at this time. Interconnection Customer requests a September 1, 2023 In-Service Date for the Interconnection Facilities including TOIF and the required Network Upgrades and desires a December 31, 2023 Commercial Operation Date for the Generating Facility. Pursuant to this Agreement, and to better accommodate the requested In-Service Date and the timely construction of the TOIF and the required Network Upgrades that are necessary to safely and reliably connect the Generating Facility to the Transmission System, Interconnection Customer requests that the Transmission Owner begin design and procurement of materials or equipment required to expand the Elm Creek 345 kV substation to interconnect the Generating Facility.

D. The Parties anticipate to enter into a GIA and facilities service agreement, as prescribed by the Tariff, with respect to the proposed Generating Facility at a later time. It is the Parties understanding, once a GIA is executed, it will replace this Agreement. Subject to the terms of the GIA, all work begun under this Agreement and the construction of the TOIF and the required Network Upgrades will be completed under the GIA.

E. Due to Interconnection Customer’s proposed In Service Date of September 1, 2023 and the delay in the required Studies related to this Generating Facility, Interconnection Customer hereby requests that the Transmission Owner commence certain work as fully described further below prior to the completion of the required Studies and prior to execution of the GIA.

F. Transmission Owner is willing to begin the design and procurement of materials or equipment that are required for the interconnection of the Generating Facility in an effort to accommodate the Interconnection Customer's request and to advance the project schedule for GEN-2017-118 and GEN-2017-119 upon certain terms, conditions, and limitations as stipulated herein.

Therefore, in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which is acknowledged by the Parties, Interconnection Customer and Transmission Owner agree as follows:

1. Subject to Section 7 below, Interconnection Customer accepts cost responsibility for the work requested under this Agreement in accordance with the Tariff and the terms below. Interconnection Customer agrees to pay Transmission Owner for all of Transmission Owner's actual, reasonably incurred and substantiated funding costs associated with the requested design and/or procurement of materials or equipment for the work which is indicated in Section 3 below (the "Work").

2. Upon the Transmission Owner's acceptance and receipt of the required security amounts ("Security") as set forth in Section 4 below, Transmission Owner agrees to use commercially reasonable efforts to complete the Work to support the proposed In-Service Date of September 1, 2023 requested by the Interconnection Customer. The Security required under this Agreement represents the estimated engineering design and material costs of the TOIF and Network Upgrades facilities that will be comparable to what will be identified in the Interconnection Facilities Study for GEN-2017-118 and GEN-2017-119.

3. The Work to be performed by Transmission Owner under this Agreement shall include the engineering design and procurement of the materials required for the TOIF and the

required Network Upgrade facilities necessary for the construction of additional equipment to expand the 345 kV substation at Elm Creek which will provide a single/combined Point of Interconnection for both GEN-2017-118 and GEN-2017-119. Interconnection Customer may schedule monthly meetings with Transmission Owner, and Transmission Owner shall reasonably accommodate such scheduling, to coordinate the engineering and procurement of Interconnection Customer's and Transmission Owner's Facilities.

Table 1

Scope of Work by Transmission Owner

Work	Description	
Engineering, Design, and Procurement	Type	Description
	Procurement of materials for the TOIF	Procurement of materials for the substation expansion to interconnect Interconnection Customer's generating facility. This will consist of equipment between the Point of Interconnection and Point of Change of Ownership in the Transmission Owner's substation.
	Procurement of materials for Network Upgrades	Procurement of materials for a new bus to expand to a ring bus configuration

4. Interconnection Customer shall provide Transmission Owner with security in accordance with the security installment and related amounts and scheduled due dates indicated in Table 2, in order to commence design and procurement of materials for the TOIF and Network Upgrades.

Table 2

**Milestones for Security, Notice and Approval to be provided by Interconnection Customer
and Transmission Owner**

Security Installment	Milestones	Security/Payment Amount	Due Date
1	Interconnection Customer to provide to Transmission Owner a letter of credit, or other form of irrevocable security acceptable to the Transmission Owner (“Security”) for the costs associated with the engineering, design and procurement of the Network Upgrades under this Agreement	Security in the amount of \$2,003,251	Within 30 days of the execution of the Agreement
2	Interconnection Customer to provide authorization to proceed with design for the TOIF and Network Upgrades		Authorization is given at the execution of the Agreement
3	Transmission Owner to provide long lead time material requisition list and notice to Interconnection Customer that long lead time material requisition list is ready to be released to supply chain for purchasing		60 to 75 days after the execution of the Agreement
4	Interconnection Customer to provide authorization to proceed with the procurement of all materials and equipment for the TOIF and Network Upgrades		5 days after receipt of the information in milestone 3
5	Interconnection Customer to provide cash payment to Transmission Owner for detailed engineering design and procurement of materials and equipment for TOIF under this Agreement	Cash payment in the amount of \$227,750	Within 30 days of the execution of the Agreement

5. Subject to the provision of Security as provided for under this Agreement and as may be required under the GIA, Transmission Owner will fund the cost of the Work under this Agreement and will elect to fund the capital cost of the required Network Upgrades, per Article 11.4 of the of the Generator Interconnection Agreement in effect under the Tariff. Transmission Owner will commence and continue Work upon receipt of the Security Installments, as set forth in Section 4 and Table 2 above, from Interconnection Customer. Transmission Owner construction of any TOIF or Network Upgrades cannot commence until: 1) execution of a GIA among the Parties, or the filing of an unexecuted GIA among the Parties that is accepted by FERC; and 2) Interconnection Customer has provided required funding for the TOIF and security for the Network Upgrades under the GIA.

6. If Transmission Owner determines that actual cost for the Work will exceed the amount of Security received under Table 2, the Transmission Owner will notify the Interconnection Customer of such expected cost overage prior to commencing such Work with sufficient details supporting such Work, including both an explanation of the cost overage and the expected amount of such overage. Transmission Owner may request additional security (“Additional Security”) in accordance with this Agreement. Additional Security due from Interconnection Customer is required to be provided to Transmission Owner within 30 days following receipt of a request for Additional Security by Transmission Owner and in no case shall Interconnection Customer render Additional Security later than 30 days following receipt of a request for Additional Security. If the Interconnection Customer fails to provide Additional Security within 30 days following the receipt of such request, then the Transmission Owner’s Work or obligations under this Agreement shall cease unless and until the Additional Security has been provided. Should Interconnection Customer dispute a request for Additional Security,

Interconnection Customer may request Dispute Resolution under the dispute resolution provisions of the Tariff. Interconnection Customer will also be responsible for any tax gross up fees, if applicable, associated with the Work. Interconnection Customer's failure to provide the required Security as provided for under this Agreement, may delay Transmission Owner's completion of the design and procurement of materials for the TOIF and/or Network Upgrades.

7. The Parties agree that the Security provided under this Agreement for the Work will be incorporated into or replaced by the security required under the GIA. Interconnection Customer accepts Transmission Owner funding of the Work herein and agrees to the Transmission Owner funding of the capital costs of the Network Upgrade facilities listed under Table 1 of this agreement in the GIA for GEN-2017-118 and GEN-2017-119; provided, however, in the event of any conflict between the language in this Agreement and the language in the GIA, the terms of the GIA shall govern. Applicable costs accrued by Transmission Owner for the Work under this Agreement will be included in Network Upgrade costs under the GIA to be entered into by the Parties. The Parties agree to cooperate fully and to execute a separate facilities reimbursement/service agreement between the Transmission Owner and Interconnection Customer under which the Interconnection Customer will provide Transmission Owner with payment allowing Transmission Owner to recover its return on and return of the capital cost for the Work herein and the Network Upgrade costs under the GIA. The Parties further agree that the Security provided under this Agreement guarantees the obligations of the Interconnection Customer as to cost incurred by Transmission Owner on behalf of the Interconnection Customer for the Work and that additional security may be required under the GIA for the capital cost of the required Network Upgrades. Transmission Owner shall have the right to draw on the Security provided herein, as applicable, for costs incurred under this

Agreement solely in the event the Interconnection Customer: (1) fails to pay (by the conclusion of the cure period specified in Section 14) an invoice for substantiated costs reasonably incurred by Transmission Owner on behalf of the Interconnection Customer for the Work or post Additional Security (by the conclusion of the cure period specified in Section 14) or enter into a separate services agreement among the Transmission Owner and Interconnection Customer as contemplated herein or (2) terminates this Agreement and/or both GEN-2017-118 and GEN-2017-119 per the terms of the Tariff. If this Agreement is terminated by the Interconnection Customer pursuant to Section 9, Transmission Owner agrees to promptly return any Security then held by it following Interconnection Customer's payment or reimbursement of any applicable Transmission Owner incurred and/or accrued costs, expenses and/or cancellation costs.

8. The GIA shall replace and supersede this Agreement. The GIA shall govern the performance and obligations related to this Agreement, and except to the extent of the amounts due under this Agreement that have not been invoiced or paid, this Agreement shall terminate automatically without further action of any Party upon execution and delivery of the GIA by the Parties and SPP. Interconnection Customer is solely responsible for any costs for TOIF and Network Upgrades included herein that are not ultimately required or needed in the GIA.

9. Interconnection Customer shall have the right to terminate this Agreement or suspend Work prior to execution of the GIA after providing the Transmission Provider and Transmission Owner with thirty (30) days' written notice. Notice of termination shall be effective on the 30th day following receipt by the Transmission Provider and Transmission Owner of the notice of termination. Upon suspension of Work or termination of the Agreement by Interconnection Customer, Interconnection Customer shall be responsible for the prompt payment of all actual

costs incurred and/or accrued by Transmission Owner prior to the effective date of suspension or termination and such reasonable termination expenses including, but not limited to, any incurred reasonable costs for labor, materials, contracts, expenses, capital costs, penalties for early termination and cost of removal and site restoration. Upon receipt of such suspension or termination notice from Interconnection Customer, Transmission Provider and Transmission Owner shall use commercially reasonable efforts to mitigate any termination expenses and/or termination or cancellation costs. If the Interconnection Customer terminates this Agreement, it shall be responsible for all costs incurred in association with this Agreement, including any cancellation costs relating to procured, or contracts for materials or equipment. Transmission Owner may, at its option, retain any portion of such procured materials or equipment, in which case Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities. If Transmission Owner does not so elect, the procured materials or equipment shall be returned to the Interconnection Customer.

10. Interconnection Customer shall provide to Transmission Owner all information necessary to perform the activities specified under this Agreement.

11. Except as otherwise set forth in this Agreement, this Agreement constitutes the entire agreement among the Parties regarding the subject matter of this Agreement. No modification to any of the provisions of this Agreement shall be binding unless reduced to writing and approved by the duly authorized representatives of the Interconnection Customer, Transmission Owner and Transmission Provider.

12. This Agreement is executed pursuant to the Generator Interconnection Procedures under Attachment V of the Tariff. In the event of a conflict between this Agreement and the Tariff, the Tariff shall control. Each Party represents and warrants that it has full power and

authority to enter into this Agreement and agrees that it has carefully read the agreements and knows the content thereof and has signed this Agreement as its own free act. The person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

13. The Parties acknowledge and understand that the signature of the authorized officer of SPP on this Agreement is for the limited purpose of acknowledging that the representative of SPP has read the terms of this Agreement. The Parties and SPP further state that they understand that FERC desires that the Parties keep SPP fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the officer of SPP shall not in any way be deemed to imply that SPP is taking responsibility for the actions of either Party, that SPP has any affirmative duties under this Agreement or that SPP is liable in any way under this Agreement.

14. Upon the failure of a Party to perform or observe any material term or condition of this Agreement (a "Breach"), the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided below, the breaching Party shall have thirty (30) calendar days from receipt of the notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) calendar days, the breaching Party shall commence such cure within thirty (30) calendar days after notice and continuously and diligently complete such cure within ninety (90) calendar days from receipt of the notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

If a Breach is not cured as provided in this section, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.

**Signature page follows.*

THIS AGREEMENT IS ENTERED INTO BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW.

Skyview Wind Project, LLC

By /s/ Aaron Vander Vorst

Name Aaron Vander Vorst

Title Authorized Representative

Date 4/7/2022

ITC Great Plains

ITC GREAT PLAINS, LLC, a Michigan limited liability company

By: ITC Holdings Corp., its sole member

By /s/ Brian Slocum

Name Brian Slocum

Title SVP, Chief Operating Officer

Date 4/6/2022 8:43:42 AM EDT

The signature below of the authorized officer of the SPP is for the limited purpose of acknowledging that an authorized officer of the SPP has read this Agreement.

Southwest Power Pool, Inc.

/s/ Lanny Nickell

Lanny Nickell

Executive Vice President and Chief Operating Officer

Date April 18, 2022