

134 FERC ¶ 61,160  
FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, D.C. 20426

March 3, 2011

In Reply Refer To:  
Southwest Power Pool, Inc.  
Docket No. ER11-2632-000

Wright & Talisman, P.C.  
Attention: Carrie L. Bumgarner  
1200 G Street, NW  
Suite 600  
Washington, DC 20005

Reference: CPV Keenan Generator Interconnection Agreement

Ladies and Gentlemen:

1. On January 5, 2011, Southwest Power Pool, Inc. (SPP) filed a Generator Interconnection Agreement (GIA) between SPP as transmission provider, CPV Keenan II Renewable Energy Company, LLC (CPV Keenan) as interconnection customer, and Oklahoma Gas & Electric Company, LLC as transmission owner, designated as Original Service Agreement No. 2060. SPP states that it is filing the CPV Keenan GIA because it contains a provision that may not conform to SPP's *pro forma* GIA.<sup>1</sup> SPP also submitted notice of the cancellation of the CPV Keenan Interim GIA, designated as Substitute Original Service Agreement No. 1902.<sup>2</sup> SPP requested an effective date of December 6, 2010 for both the CPV Keenan GIA and the cancellation of the CPV Keenan Interim GIA. SPP also requested waiver of the 60-day prior notice requirement because it filed the CPV Keenan GIA no later than 30 days after the effective date of service.

2. In regard to the non-conforming provision in the CPV Keenan GIA, SPP explains that section 2(e) in Appendix A lists two Priority Projects, the costs for which CPV Keenan is not responsible. SPP states the construction of these projects is necessary to enable CPV Keenan's generating facility to operate at full capacity. Section 2(e)

---

<sup>1</sup> SPP's *pro forma* GIA is contained within Appendix 6 of Attachment V in its Open Access Transmission Tariff (Tariff).

<sup>2</sup> See *Southwest Power Pool, Inc.*, 130 FERC ¶ 61,066 (2010); *Southwest Power Pool, Inc.*, Docket No. ER10-454-001 (May 18, 2010) (unpublished letter order).

stipulates that, until these projects—or their equivalents—are placed in service or SPP determines they are unnecessary, the output of CPV Keenan’s generating facility may be limited as higher-queued and equally-queued customers reach their in-service date. Proposed section 2(e) also indicates that SPP may need to conduct additional operational studies if higher-queued or equally-queued customers provide authorization to move toward their in-service dates. Upon completion of these studies, section 2(e) stipulates that CPV Keenan’s service may be pre-empted or pro-rated to account for these customers until the Priority Projects are completed.

3. SPP states the language in section 2(e) is necessary to allow the CPV Keenan generating facility—which is currently interconnected using interim interconnection service—to remain in service until the Priority Projects are in service. SPP asserts this language is just and reasonable because it allows the CPV Keenan generating facility to continue operating prior to the completion of the network upgrades required to accommodate its interconnection under a final GIA while protecting the rights of higher-queued or equally-queued customers. According to SPP, this will allow for the equitable use of existing transmission capacity. SPP also claims this provision is consistent with section 4.2.2 of the *pro forma* interim GIA,<sup>3</sup> which provides for the potential reduction of interim interconnection service before study processes are completed in the event that a higher-queued project executes an interim or final GIA and begins commercial operation.

4. Notice of SPP’s filing was published in the *Federal Register*, 76 Fed. Reg. 2895 (2011), with interventions and protests due on or before January 26, 2011. CPV Keenan submitted a motion to intervene. Pursuant to Rule 214 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2010), the timely, unopposed motion to intervene serves to make the entity that filed it party to this proceeding. No parties submitted comments or protests.

5. For the reasons discussed below, we will reject the CPV Keenan GIA. We find that SPP erroneously refers to the provision in section 2(e) of Appendix A as non-conforming, when in fact this provision conforms to SPP’s *pro forma* GIA. We also accept notice that the CPV Keenan Interim GIA is cancelled, effective December 6, 2010, as requested. We grant waiver of the Commission’s 60-day notice requirement because SPP filed the CPV Keenan GIA no later than 30 days after the effective date of service.<sup>4</sup>

---

<sup>3</sup> SPP’s *pro forma* interim GIA is contained within Appendix 8 of Attachment V in its Tariff.

<sup>4</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) (“[W]aiver of notice will be granted if service agreements are filed within 30 days after service commences.”).

6. We find that the provision in section 2(e) of Appendix A that SPP categorizes as non-conforming does not deviate from SPP's *pro forma* GIA and is therefore a conforming provision that need not be filed with the Commission. Appendix A of SPP's *pro forma* GIA is expressly reserved for case-specific information involving the interconnection facilities and network upgrades required for the interconnection of a generating facility. The language in proposed section 2(e) references article 5.9 of the GIA, which allows for limited operation of the interconnection customer's facilities if the transmission owner's network upgrades are not reasonably expected to be completed prior to the commercial operation date of the generating facility. Article 5.9 also allows for further study to determine the extent to which the interconnection customer may operate its facilities prior to the completion of network upgrades. We also note that proposed section 2(e) conditions any limitation in service resulting from higher-queued or equally-queued customers reaching their in-service date on the required network upgrades not being in service. Thus, we find that proposed section 2(e) is consistent with article 5.9 of the *pro forma* GIA and is not a non-conforming provision.

7. Because the CPV Keenan GIA conforms to SPP's *pro forma* GIA, it may be included as a conforming agreement in SPP's quarterly transaction reports, requiring no further Commission action.

The Commission orders:

(A) The Commission rejects the CPV Keenan GIA, as discussed in the body of this order.

(B) The Commission accepts the cancellation notice of the CPV Keenan Interim GIA.

By direction of the Commission.

Kimberly D. Bose,  
Secretary.