

156 FERC ¶ 61,029
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

July 11, 2016

In Reply Refer To:
Wolverine Power Supply
Cooperative, Inc.
Docket No. ER16-1683-000

Michigan Electric Transmission
Company, LLC
Docket No. ER16-1716-000

Norton Rose Fulbright US LLP
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Washington, DC 20001

Attention: Michael J. Rustum, Esq.
Attorney for Wolverine Power Supply Cooperative, Inc.

Troutman Sanders LLC
401 9th Street NW
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Washington, DC 20004

Attention: Anne K. Dailey, Esq.
Attorney for Michigan Electric Transmission Company, LLC

Reference: Interconnection Facilities Agreement

Dear Mr. Rustum and Ms. Dailey:

1. On May 12, 2016, Wolverine Power Supply Cooperative, Inc. (Wolverine) filed, in Docket No. ER16-1683-000, the Van Tyle Transmission Station Interconnection

Facilities Agreement (Agreement) between Michigan Electric Transmission Company, LLC (METC) and Wolverine.¹ The Agreement is a wires-to-wires interconnection agreement that establishes certain ownership, operation, and maintenance responsibilities between Wolverine and METC. On May 16, 2016, METC filed, in Docket No. ER16-1716-000, a certificate of concurrence for the Agreement.² In this order, we accept the Agreement subject to condition, effective May 5, 2016, as discussed below. We also accept METC's certificate of concurrence, effective May 5, 2016, as requested, subject to the outcome of Docket No. ER16-1683-000.

2. Wolverine³ states that, in connection with the development of Wolverine's Alpine Power Plant, METC⁴ had Wolverine pay for, design, and construct certain 138 kV transmission facilities and associated facilities required to establish the 138 kV Van Tyle Transmission Station (Van Tyle Station) near Hayes Township, Ostego County, Michigan. Wolverine states that it will transfer ownership and control of the Van Tyle Station to METC prior to energization of the transmission facilities and intends to interconnect its 138 kV Gaylord-Advance line to the Van Tyle Station. Wolverine states that the Agreement governs: (1) the facilities comprising the Van Tyle Station; (2) modifications and additions necessary on either of the systems of Wolverine and METC as a result of adding the Van Tyle Station; (3) the facilities required for providing and regulating reactive power flow; (4) the ownership interests of Wolverine and METC

¹ Wolverine Power Supply Cooperative, Inc., FERC FPA Electric Tariff, Rate Schedules and Tariffs, [Van Tyle Transmission Facilities Agreement, 1.0.0](#).

² Michigan Electric Transmission Company, LLC, FERC FPA Electric Tariff, METC Rate Schedules and Agreements, [METC Rate Schedule No. 74, Van Tyle Transmission Station IFA, 0.0.0](#).

³ Wolverine states that it is a Michigan-based not-for-profit generation and transmission electric cooperative that provides wholesale service to its seven members and is subject to the Commission's jurisdiction under the Federal Power Act (FPA). Wolverine states that it is a Midcontinent Independent System Operator, Inc. (MISO) Transmission Owner with transmission facilities in the Michigan Joint Zone under MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff (Tariff). Wolverine Transmittal Letter at 2.

⁴ Wolverine states that METC is an independent, stand-alone transmission company engaged exclusively in the transmission of electric energy in interstate commerce. Wolverine states that transmission service over METC's facilities is provided pursuant to MISO's Tariff. *Id.* at 2.

in such facilities; and (5) the respective obligations of Wolverine and METC with respect to the procurement, installation, operation, and maintenance of such facilities.⁵

3. Wolverine requests waiver of the Commission's 60-day prior notice requirement to permit an effective date of May 5, 2016 for the Agreement. Wolverine states that good cause exists to grant such waiver because the filing is a jointly-executed interconnection facilities agreement and an effective date of May 5, 2016 will eliminate any gap in contractual responsibility for operations and maintenance. Wolverine also states that waiver in this case would be consistent with the Commission's policy set forth in *Central Hudson Gas & Elec. Corp.* that waiver of the notice requirement will generally be appropriate when an uncontested filing has no or a beneficial rate impact.⁶ METC also requests waiver of the Commission's prior notice requirement to permit an effective date of May 5, 2016 for the certificate of concurrence.

4. Notice of Wolverine's filing, in Docket No. ER16-1683-000, was published in the *Federal Register*, 81 Fed. Reg. 31,231 (2016), with interventions and protests due on or before June 2, 2016. Consumers Energy Company (Consumers) filed a timely motion to intervene and comments.

5. Notice of METC's filing, in Docket No. ER16-1716-000, was published in the *Federal Register*, 81 Fed. Reg. 32,325 (2016), with interventions and protests due on or before June 6, 2016. None were filed.

6. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedures, 18 C.F.R. § 385.214 (2015), Consumers' timely, unopposed motion to intervene in Docket No. ER16-1683-000 serves to make it a party to that proceeding.

7. In its comments, Consumers states that, due to the metering configuration in the Michigan Joint Zone footprint, the metering data collected in connection with the Agreement is needed in calculating Consumers' Network transmission load. Consumers also states that it expects that it will be able to receive meter data under existing agreements between Consumers and METC. Whether Consumers is able to receive such billing data under its existing agreements with METC, which are not included in this record, is beyond the scope of this proceeding. However, we note that the Agreement appears to contemplate third party access to billing data, stating that "METC shall not

⁵ *Id.* at 2-3.

⁶ *Id.* at 3 (citing *Central Hudson Gas & Elec. Corp., et al.*, 60 FERC ¶ 61,106, *reh'g denied*, 61 FERC ¶ 61,089 (1992)).

unreasonably withhold direct access to billing data” and “[a]ny party requesting such data will bear responsibility for any costs associated with communication service.”⁷

8. We accept the Agreement, subject to condition, effective May 5, 2016, as requested, as discussed below.⁸ We also grant Wolverine’s request for waiver of the 60-day notice requirement to permit an effective date of May 5, 2016, for good cause shown.⁹ Wolverine did not include in the preamble of the Agreement the date that the Agreement was entered into. Therefore, we direct Wolverine to submit a compliance filing, in Docket No. ER16-1683-000, within 30 days of the date of issuance of this order, to include this date. We will also accept METC’s certificate of concurrence, in Docket No. ER16-1716-000, with an effective date of May 5, 2016, as requested, subject to the outcome of Docket No. ER16-1683-000.

By direction of the Commission

Kimberly D. Bose,
Secretary.

⁷ Section 3.2 (Metering) of the Agreement states, in relevant part:

METC shall not unreasonably withhold direct access to billing data. Any party requesting such data will bear responsibility for any costs associated with communication service. METC shall be responsible for reporting such data to MISO. METC shall operate and maintain the billing meters and provide services associated with the metering, including preventive maintenance services.

⁸ The Commission can revise a proposal filed under section 205 of the FPA as long as the filing utility accepts the change. *See City of Winnfield v. FE RC*, 744 F.2d 871, 875-77 (D.C. Cir. 1984). The filing utility is free to indicate that it is unwilling to accede to the Commission's conditions by withdrawing its filing.

⁹ *See Prior Notice and Filing Requirements under Part II of the Federal Power Act*, 64 FERC ¶ 61,139 at 61,974, *order on reh’g*, 64 FERC ¶ 61,081 (1993) (“waiver of notice generally will be appropriate when an uncontested filing has no rate impact,” *citing Central Hudson Gas & Electric Corp. et al.*, 60 FERC ¶ 61,106, *reh’g denied*, 61 FERC ¶ 61,089 (1992)).