

158 FERC ¶ 61,020  
FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

January 12, 2017

In Reply Refer To:  
Southwest Power Pool, Inc.  
Docket No. ER17-342-000

Southwest Power Pool, Inc.  
201 Worthen Drive  
Little Rock, AR 72223

Attention: Tessie Kentner

Reference: Interconnection Agreement

Dear Ms. Kentner:

1. On November 14, 2016, Southwest Power Pool, Inc. (SPP) submitted, under section 205 of the Federal Power Act,<sup>1</sup> an executed interconnection agreement between Mountrail-Williams Electric Cooperative (Mountrail-Williams) and Otter Tail Power Company (Otter Tail) with SPP as signatory (Interconnection Agreement). We accept the Interconnection Agreement, effective November 7, 2016, as requested.
2. Mountrail-Williams is a wholesale electrical distribution cooperative supplying power to customers in North Dakota. Otter Tail is an electric public utility engaged in the business of generating, transmitting, and delivering electric power and energy in the states of Minnesota, South Dakota, and North Dakota.<sup>2</sup>
3. SPP states that Mountrail-Williams and Otter Tail entered into the Interconnection Agreement to facilitate the interconnection of their respective transmission systems. SPP further states that consistent with the Commission's policy that the regional transmission organization with the planning authority over transmission facilities under its Open Access Transmission Tariff (Tariff) should be a signatory to interconnection agreements,

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<sup>1</sup> 16 U.S.C. § 824d (2012).

<sup>2</sup> Transmittal at 2.

SPP is a signatory to the Interconnection Agreement.<sup>3</sup> SPP requests waiver of the Commission's 60-day notice requirement to allow for a November 7, 2016 effective date.<sup>4</sup>

4. Notice of SPP's filing was published in the *Federal Register*, 81 Fed. Reg. 81,752 (2016), with interventions and protests due on or before December 5, 2016. On December 5, 2016, Otter Tail filed a motion to intervene and comments.

5. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2016), Otter Tail's timely, unopposed motion to intervene serves to make it a party to this proceeding.

6. In its comments, Otter Tail asserts that the facilities discussed in the Interconnection Agreement will not be under the SPP Tariff, nor will SPP have planning authority over those facilities. Otter Tail notes that the Interconnection Agreement governs the design, construction, ownership, operation, and maintenance of certain 41.6 kV and 25 kV facilities. Otter Tail argues that under the SPP Tariff only a facility operated at 60 kV or above may qualify as a "transmission facility" and be included as part of SPP's transmission system (with certain limited exceptions that it states do not apply here).<sup>5</sup> Otter Tail asserts that because the low voltage facilities described in the Interconnection Agreement do not qualify as transmission facilities under the plain language of the SPP Tariff, they are not part of the SPP transmission system. Otter Tail contends that SPP and the parties to the Interconnection Agreement knew and intended that SPP would be a signatory solely for the purpose of acknowledging that an authorized officer of SPP had read the terms of the Interconnection Agreement, not because the facilities described in the Interconnection Agreement will be under the SPP Tariff.<sup>6</sup>

7. We accept the Interconnection Agreement, effective November 7, 2016, as requested. We grant waiver of the Commission's 60-day prior notice requirement.<sup>7</sup> We

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<sup>3</sup> *Id.*

<sup>4</sup> *Id.* at 5.

<sup>5</sup> Otter Tail Comments at 3 (citing SPP Open Access Transmission Tariff, Sixth Revised Vol. No. 1, Attachment AI, Section II).

<sup>6</sup> *Id.* at 3-4.

<sup>7</sup> See 18 C.F.R. § 35.3(a)(2) (2016); *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).

note that the Interconnection Agreement specifies that “Southwest Power Pool, Inc. “SPP” is a signatory for the limited purpose of acknowledging that an authorized officer of SPP has read this Agreement,”<sup>8</sup> and that this is consistent with Commission precedent. Also, as noted by Otter Tail, designation of a transmission facility under SPP’s Tariff is governed by Attachment AI of the SPP Tariff. Accordingly, we find that the designation of the facilities under the Interconnection Agreement is beyond the scope of this proceeding, which concerns facilitating the interconnection of the facilities and not whose functional control they fall under.

By direction of the Commission.

Kimberly D. Bose,  
Secretary.

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<sup>8</sup> Interconnection Agreement at 2.