

December 30, 2016

VIA ELECTRONIC FILING

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

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (FPA), 16 U.S.C. § 824(d) and the Commission's implementing regulations,¹ GridLiance West Transco LLC (GridLiance West) hereby submits for filing and acceptance an unexecuted Third Amended and Restated 230 kV Transmission Interconnection Agreement (Interconnection Agreement) among Nevada Power Company (d/b/a NV Energy) (NPC), Valley Electric Association, Inc., (VEA), and GridLiance West (collectively, Parties). GridLiance West files the Interconnection Agreement, as amended, in connection with the sale of certain transmission assets to GridLiance West, discussed further below. When GridLiance West acquires these assets, it will become a public utility under section 201 of the FPA,² and will also assume the Interconnection Agreement in connection with this transfer, currently planned for March 1, 2017. NPC will file a certificate of concurrence in order to document the Interconnection Agreement under its own rate schedules.³

I. BACKGROUND

GridLiance West and its sister transmission companies operating in other Regional Transmission Organizations (RTO) are subsidiaries of GridLiance Holdco LP (GridLiance). GridLiance's transmission-only utility (transco) subsidiaries, like GridLiance West, focus on developing new and acquiring existing transmission assets throughout the country. GridLiance West was formed specifically to develop, acquire and operate transmission facilities within the California Independent System Operator Corporation (CAISO) region. Though GridLiance West is not currently a public utility under the FPA, it will become a public utility at the close of a planned acquisition of certain transmission assets from Valley Electric Transmission Association, LLC (VETA), discussed in greater detail below. Because of GridLiance West's future status as a public utility, GridLiance West submits this Interconnection Agreement as a jurisdictional agreement under section 205.

VEA is an electric cooperative based in Pahrump, Nevada, with a service territory in southern Nevada and a small portion of California. As an electric cooperative, VEA is not generally subject to the Commission's jurisdiction except with regard to rates collected under the CAISO Open Access Transmission Tariff (Tariff). VETA is a wholly owned subsidiary of VEA. VEA formed VETA in order to own its transmission facilities placed under CAISO's control—the High Voltage Transmission System (HVTS), as well as additional low-voltage transmission assets, the costs of which are recovered in Valley's footprint. Before the sale of the HVTS, VETA's transmission assets total approximately 355 miles of 138 kV and 230 kV lines.

GridLiance and VETA entered into an Asset Purchase Agreement (APA) whereby VETA agreed to sell to GridLiance the HVTS. The Parties also intend to execute the Interconnection Agreement upon consummation of the

¹ 16 U.S.C. § 824c.

² 16 U.S.C. § 824c.

³ *Electronic Tariff Filings*, Order No. 714, FERC Stats. & Regs. ¶ 31,276 (2008).

APA to establish the terms and conditions governing existing and future points of interconnection between the NPC and GridLiance West systems.

NPC, a corporation organized and existing under the laws of the State of Nevada, is a public utility serving retail and wholesale customers in the state of Nevada. NPC is a wholly owned subsidiary of NV Energy, Inc., and operates in the NPC balancing authority area.

The Interconnection Agreement governs the terms and conditions of interconnecting GridLiance West's transmission facilities to NPC's transmission system. This Interconnection Agreement is substantially the same as the Second Amended and Restated 230 kV Transmission Interconnection Agreement between NPC and VEA, which NPC filed with FERC on October 30, 2012. The only material change is the addition of GridLiance West as a party to the agreement. This agreement is just and reasonable, as the terms and conditions define the Parties responsibilities with respect to the interconnection of their respective systems and provide for future coordination between the Parties. This coordination between owners of interconnected transmission systems enhances reliability of the transmission grid. Further, the Commission has previously reviewed and accepted this same agreement for filing with materially identical provisions but different signatories.⁴ Therefore, the Parties therefore request that the Interconnection Agreement be accepted as filed, without any modification or amendment.

GridLiance West respectfully requests that the Commission accept the Interconnection Agreement for filing no later than February 28, 2017, in order to accommodate the planned closing of the transaction under the APA and planned transfer of the HVTS to GridLiance West on March 1, 2017.

II. DESCRIPTION OF THE INTERCONNECTION AGREEMENT

Below is a brief summary of the articles of the Interconnection Agreement.

Article 1 defines terms contained within the Interconnection Agreement.

Article 2 specifies the effective date, term, and termination of the Interconnection Agreement.

Article 3 states that NPC must seek any related approvals from the appropriate governmental authority if such approval is required for the Interconnection Agreement.

Article 4 specifies the design, procurement, and construction of the interconnection facilities.

Article 5 sets forth the testing and inspection procedure to ensure safe and reliable operation of the interconnection facilities.

Article 6 contains terms regarding the provision of metering at the interconnection facilities.

Article 7 contains terms regarding relay communications.

Article 8 discusses the obligations of the Parties with regard to the operations of the interconnection facilities.

Article 9 addresses the Parties' obligations with regard to the maintenance of the interconnected facilities.

⁴ *NV Energy Inc.*, delegated letter order, Docket No. ER13-225-000 (issued November 27, 2012).

Article 10 contains performance and cost obligations under the Interconnection Agreement.

Article 11 describes services outside the scope of the Interconnection Agreement.

Article 12 contains invoice and payments requirements.

Article 13 provides procedures in the event of an emergency.

Article 14 addresses governing law, and each Party's obligations to receive any required approval or certificates under the Interconnection Agreement.

Article 15 provides information on notices for the Interconnection Agreement.

Article 16 discusses Force Majeure.

Article 17 describes default terms and the right to terminate.

Article 18 discusses indemnity, consequential damages, and insurance.

Article 19 discusses assignment under the terms of the Interconnection Agreement.

Article 20 addresses severability.

Article 21 discusses provisions regarding confidential information, including the definition, rights and obligations, and remedies.

Article 22 contains the notification procedure regarding the release of any hazardous substances related to the interconnection facilities.

Article 23 contains information requirements regarding the Parties' respective facilities.

Article 24 information access and audit rights.

Article 25 governs the use of subcontractors under the Interconnection Agreement.

Article 26 specifies the dispute resolution procedures.

Article 27 discusses representations, warranties, and covenants.

Article 28 contains the miscellaneous provisions of the Interconnection Agreement, including third party beneficiaries and amendments.

Appendix A describes the points of interconnection between the Parties.

Appendix B contains the completed Interconnection Milestones.

Appendix C contains the addresses for notices and billings.

III. INFORMATION REQUIRED UNDER 18 C.F.R. § 35.13

The Interconnection Agreement will be a change to an existing jurisdictional agreement due to GridLiance West's acquisition of the HVTS. Included below is information required by section 35.13 of the Commission's

regulations. 18 C.F.R. § 35.13 (2016). Because this filing does not involve any change in rates, the use of the abbreviated filing procedures provided under 18 C.F.R. § 35.13(a)(2)(iii) is appropriate. Therefore, GridLiance West provides the following, in compliance with sections 35.13(a)(2)(iii) and 35.13(b) of the Commission’s rules and regulations. GridLiance West respectfully requests waiver of the information requirements under 18 C.F.R. § 35.13(c)(1)-(3). Because these sections call for information relating to the effect of a rate change, and the Interconnection Agreement does not involve any change in rates, these provisions are not applicable to the instant filing.

1. Description of Documents Submitted with this Filing

In addition to this transmittal letter GridLiance West submits 1) a clean version of the Interconnection Agreement in eTariff format and 2) a marked version of the Interconnection Agreement showing redlined changes from the currently effective agreement.

2. Effective Date

GridLiance West respectfully requests that the Commission accept the Interconnection Agreement with an effective date upon the later of March 1, 2017 or the date GridLiance West assumes ownership of the facilities, which is currently planned for 00:01 AM on March 1, 2017.

3. Service

<u>Name</u>	<u>Address</u>
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Nevada Power Company Director, Transmission Policy and Contracts TransmissionPolicy@nvenergy.com	P.O. Box 10100 – M/S S3b40 Reno, NV, 89520-0024
Valley Electric Association, Inc. Thomas Husted tomh@vea.coop	800 E. NV-372 Pahrump, Nevada 89048
Davison Van Cleve PC ATTN: Brad Van Cleve bvc@dvclaw.com	333 SW Taylor St., Ste. 400 Portland, Oregon 97204

4. A Brief Description of the Rate Change and Statement of Reasons for the Rate Change

As noted above, there is no rate change associated with the Interconnection Agreement. For a description of the agreement, please refer to section II herein.

5. Requisite Agreements

GridLiance West, NPC, and VETA have agreed to the terms of the Interconnection Agreement, which they intend to execute upon consummation of the APA. No ancillary agreements are required by the contract.

The parties will submit executed signature pages upon Commission acceptance of the Interconnection Agreement.

6. *Specifically Assignable Facilities Installed or Modified*

None.

IV. EFFECTIVE DATE AND REQUESTS FOR WAIVER

In addition to the waivers described above, GridLiance West respectfully requests that the Commission accept the unexecuted Interconnection Agreement for filing no later than February 28, 2017, and making the agreement effective on the later of March 1, 2017, or the date GridLiance West assumes ownership of the facilities. In addition, though GridLiance West believes it has provided all information required under the applicable Commission regulations, GridLiance West respectfully requests that the Commission grant any waivers of the Commission's rules and regulations deemed necessary for acceptance of this filing as requested.

V. NO EXPENSES ALLEGED ILLEGAL

No expenses or costs associated with this filing have been alleged or judged, in any judicial or administrative proceeding, to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices.

VI. CORRESPONDENCE

GridLiance West requests that all notices, correspondence, pleadings, and other communications concerning this filing be served upon the following:

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VII. CONCLUSION

For the foregoing reasons, GridLiance West and NPC respectfully request that the Commission accept this Interconnection Agreement for filing no later than February 28, 2017, with an effective date of the later of March 1, 2017 or the date GridLiance West assumes ownership of the facilities, and grant any waivers deemed necessary in order to effectuate the requests herein.

Respectfully submitted,

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Counsel for GridLiance West Transco LLC

Dated: December 30, 2016

December 29, 2016

VIA ELECTRONIC FILING

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

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (FPA), 16 U.S.C. § 824(d) and the Commission's implementing regulations,¹ GridLiance West Transco LLC (GridLiance West) hereby submits for filing and acceptance an unexecuted transmission interconnection agreement (Interconnection Agreement) between GridLiance West and Valley Electric Transmission Association, LLC (VETA) (collectively, Parties). GridLiance West files the attached agreement unexecuted, in anticipation of becoming a jurisdictional entity and replacing Valley Electric as a party to the Interconnection Agreement.

I. BACKGROUND

GridLiance West and its sister transmission companies operating in other Regional Transmission Organizations (RTO) are subsidiaries of GridLiance Holdco LP (GridLiance). GridLiance's transmission-only utility (transco) subsidiaries, like GridLiance West, focus on developing new and acquiring existing transmission assets throughout the country. GridLiance West was formed specifically to develop, acquire and operate transmission facilities within the California Independent System Operator Corporation (CAISO) region. Though GridLiance West is not currently a public utility under the FPA, it will become a public utility at the close of a planned acquisition of certain transmission assets from VETA, discussed in greater detail below. Because of GridLiance West's future status as a public utility, GridLiance West submits this Interconnection Agreement as a jurisdictional agreement under section 205.

VETA is a wholly owned subsidiary of Valley Electric Association, Inc. (VEA). VEA is an electric cooperative based in Pahrump, Nevada, with a service territory in southern Nevada and a small portion of California. As an electric cooperative, VEA is not generally subject to the Commission's jurisdiction. VEA has voluntarily submitted to the Commission's jurisdiction with regard to rates collected under the CAISO Open Access Transmission Tariff (Tariff). VEA formed VETA as the entity that would own its transmission facilities placed under CAISO's control—the High Voltage Transmission System (HVTS), as well as additional low-voltage transmission assets, the costs of which are recovered in VEA's zone. Before the sale of the HVTS, VETA's transmission assets total 267 miles of 138 kV and 230 kV lines.

GridLiance and VETA entered into an Asset Purchase Agreement (APA) whereby VETA agreed to sell to GridLiance the HVTS. The Parties also intend to enter into the Interconnection Agreement upon consummation of the APA to establish the terms and conditions governing existing and future points of interconnection between the VETA and GridLiance West systems.

The Interconnection Agreement allows the Parties to establish additional interconnection points in the future, but does not relate to any newly constructed facilities for the purpose of interconnecting the VETA and GridLiance

¹ 18 C.F.R. §§ 35.12-13.

West systems. The need for the Interconnection Agreement stems from the change in ownership of the HVTS, which will result in interconnection points between GridLiance West's newly acquired assets and VETA's lower-voltage system. There are no physical modifications to the interconnection points listed in Exhibit A to the Interconnection Agreement in connection with the transaction. All interconnections under the Interconnection Agreement are currently and will remain under the functional control of CAISO and subject to the applicable requirements under the CAISO Tariff. This agreement is just and reasonable, as the terms and conditions define the Parties responsibilities with respect to the interconnection of their respective systems and provide for future coordination between the Parties. This coordination between owners of interconnected transmission systems enhances reliability of the CAISO regional grid. Therefore, the Parties therefore request that the Interconnection Agreement be accepted as filed, without any modification or amendment.

GridLiance West respectfully requests that the Commission accept the Interconnection Agreement for filing no later than February 28, 2017, in order to accommodate the planned closing of the transaction under the APA and planned transfer of the HVTS to GridLiance West on March 1, 2017, with its effectiveness to be concurrent with the closing on that date or when it occurs.

II. DESCRIPTION OF THE INTERCONNECTION AGREEMENT

Because there is no pro forma transmission interconnection agreement in the CAISO Tariff, the Parties have negotiated their own agreement to govern terms and conditions of the interconnection of GridLiance West's electric transmission system with the electric transmission system of VETA. Below is a brief summary of the articles of the Interconnection Agreement.

Article I defines terms contained within the Interconnection Agreement.

Article II specifies the existing points of interconnection as those contained in Exhibit A, and provides that the Parties may establish additional points of interconnection for inclusion in Exhibit A.

Article III states that each Party agrees to provide, at each Party's own expense, the facilities and equipment on its own system necessary to effect the interconnections provided for under the Interconnection Agreement.

Article IV of the Interconnection Agreement addresses the Parties' obligations with regard to the operations and maintenance of the interconnected facilities.

Article V discusses service conditions, and provides that each Party must advise the other Party of adverse conditions on its system

Article VI sets out the procedures for modifications to the interconnection facilities.

Articles VII and VIII discuss the construction standards and reliability standards applicable the interconnected facilities.

Article IX sets forth the procedures for the Parties to follow in the instance of an emergency.

Article X contains metering and telemetering information.

Article XI contains information on communication facilities.

Article XII discusses the furnishing of information between the Parties.

Article XIII provides for an operating committee to resolve issues that may arise under implementation of the Interconnection Agreement.

Article XIV provides information on billing and payments.

Article XV defines Uncontrollable Forces and specifies how such an occurrence will be handled under the Interconnection Agreement.

Article XVI contains provisions regarding breach, cure and default.

Article XVII specifies the term of the Interconnection Agreement and the provisions for possible termination. The Interconnection Agreement shall become effective no earlier than (a) the effective date of the acquisition of the VETA facilities by GridLiance West, or (b) the effective date for the Interconnection Agreement as established by the Commission, whichever is later.

Article XVIII contains provisions regarding waivers.

Article XIX discusses the required regulatory approval for the effectiveness of the Interconnection Agreement.

Article XX contains information on the time of installation of the facilities.

Article XXI discusses the rights of installation, access and removal.

Article XXII contains liability and indemnification provisions.

Article XXIII discusses assignment.

Article XXIV provides information on the use of subcontractors.

Article XXV specifies the dispute resolution procedures that govern the Interconnection Agreement.

Article XXVI provides information on notices and communications.

Article XXVII contains the miscellaneous provisions of the Interconnection Agreement, including information on the relationship of the Parties.

Exhibit A describes the points of interconnection between the Parties

III. INFORMATION REQUIRED UNDER 18 C.F.R. § 35.12

GridLiance West provides the following, in compliance with section 35.12 of the Commission's rules and regulations:

1. Documents Submitted With This Filing

In addition to this transmittal letter, GridLiance West submits the Interconnection Agreement in eTariff format.

2. Date That Service Will Commence

GridLiance West expects that service will commence under the Interconnection Agreement upon the later of March 1, 2017 or the date GridLiance West assumes ownership of the facilities, which is currently planned for 00:01 AM on March 1, 2017. Per the terms of the APA, the transfer of ownership may not occur until all requisite regulatory

approvals are obtained. If the closing does not occur as of March 1, 2017, it will occur on the first day of the month following receipt of all requisite regulatory approvals.

3. Service

GridLiance West is serving a copy of this filing on the representatives for the Parties listed in the Interconnection Agreement.

GridLiance West has mailed copies to those persons whose names appear in the following mailing list:

<u>Name</u>	<u>Address</u>
GridLiance West Transco LLC N. Beth Emery Sarah N. Galioto Conor B. Ward bemery@gridliance.com sgalioto@gridliance.com cward@gridliance.com	2 N. LaSalle Street, Suite 420 Chicago, IL 60602
Valley Electric Transmission Association, LLC Thomas Husted tomh@vea.coop	800 E. NV-372 Pahrump, Nevada 89048
Davison Van Cleve PC ATTN: Brad Van Cleve bvc@dvclaw.com	333 SW Taylor St., Ste. 400 Portland, Oregon 97204

4. Description of Services

Please refer to section II for a description of the Interconnection Agreement's services and terms.

5. Requisite Agreements

GridLiance West and VETA have agreed to the terms of the Interconnection Agreement, which they intend to execute upon consummation of the APA. No ancillary agreements are required by the contract.

The Parties will submit executed signature pages upon Commission acceptance of the agreement.

6. Service Estimates and Cost Data

GridLiance West respectfully requests waiver of the information required under section 35.12(b) of the Commission's regulations. 18 C.F.R. § 35.12(b) (2016). Good cause to grant waiver exists because no rates are charged under the agreement and the information under section 35.12(b) is not applicable to the Interconnection Agreement.

IV. INFORMATION REQUIRED UNDER 18 C.F.R. § 35.13

To the extent the Commission considers the Interconnection Agreement to be a change to existing interconnection arrangements due to GridLiance West's acquisition of the HVTS, included below is information required by section 35.13 of the Commission's regulations. 18 C.F.R. § 35.13 (2016). Because this filing does not involve any change in rates, the use of the abbreviated filing procedures provided under 18 C.F.R. § 35.13(a)(2)(iii) is

appropriate.² Therefore, GridLiance West provides the following, in compliance with sections 35.13(a)(2)(iii) and 35.13(b) of the Commission's rules and regulations. GridLiance West respectfully requests waiver of the information requirements under 18 C.F.R. § 35.13(c)(1)-(3). Because these sections call for information relating to the effect of a rate change, and the Interconnection Agreement does not involve any change in rates, these provisions are not applicable to the instant filing.

1. Description of Documents Submitted with this Filing

The documents submitted with this filing are described in section III.1.

2. Effective Date

As noted above, GridLiance West respectfully requests that the Commission accept the Interconnection Agreement with an effective date as of March 1, 2017 or the date GridLiance West assumes ownership of the facilities, whichever is later.

3. Service

As noted above, the Parties to the Interconnection Agreement have been served with a copy of this filing. See *supra*, section III.2.

4. A Brief Description of the Rate Change and Statement of Reasons for the Rate Change

As noted above, there is no rate change associated with the Interconnection Agreement. For a description of the agreement, please refer to section II herein.

5. Requisite Agreements

Per section III.4(5) of this transmittal letter, no ancillary agreements are required by contract, and the Parties will execute the Interconnection Agreement upon consummation of the APA

6. Specifically Assignable Facilities Installed or Modified

None.

V. EFFECTIVE DATE AND REQUESTS FOR WAIVER

In addition to the waivers described above, GridLiance West respectfully requests that the Commission accept the unexecuted Interconnection Agreement for filing no later than February 28, 2017, and making the agreement effective on the later of March 1, 2017, or the date GridLiance West assumes ownership of the facilities. In addition, though GridLiance West believes it has provided all information required under the applicable Commission regulations, GridLiance West respectfully requests that the Commission grant any waivers of the Commission's rules and regulations deemed necessary for acceptance of this filing as requested.

VI. NO EXPENSES ALLEGED ILLEGAL

No expenses or costs associated with this filing have been alleged or judged, in any judicial or administrative proceeding, to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices.

² 18 C.F.R. § 35.13(a)(2)(iii) provides that for utilities submitting agreements other than rate increases, only the information in 18 C.F.R. § 35.13(b)-(c) be submitted.

VII. CORRESPONDENCE

GridLiance West requests that all notices, correspondence, pleadings, and other communications concerning this filing be served upon the following:

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VIII. CONCLUSION

For the foregoing reasons, GridLiance West respectfully requests that the Commission accept this Interconnection Agreement for filing no later than February 28, 2017, with an effective date of the later of March 1, 2017 or the date GridLiance West assumes ownership of the facilities, and grant any waivers deemed necessary in order to effectuate the requests herein.

Respectfully submitted,

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Sarah N. Galioto
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Counsel for GridLiance West Transco LLC

Dated: December 29, 2016

FERC rendition of the electronically filed tariff records in Docket No. ER17-00707-000

Filing Data:

CID: C005519

Filing Title: GridLiance West Interconnection Agreement

Company Filing Identifier: 148

Type of Filing Code: 20

Associated Filing Identifier:

Tariff Title: GridLiance Formula Rate Template Initial Filing

Tariff ID: 33

Payment Confirmation:

Suspension Motion: N

Tariff Record Data:

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

GridLiance IA, GridLiance IA, 1.0.0, A

Record Narrative Name:

Tariff Record ID: 61

Tariff Record Collation Value: 23000 Tariff Record Parent Identifier: 0

Proposed Date: 2017-03-01

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

This is a PDF section and we cannot render PDF in a RTF document.

Document Content(s)

GridLiance - VETA IA Transmittal1.DOCX.....1-6

FERC GENERATED TARIFF FILING.RTF.....7-7