Exhibit No.:	
Issue(s):	*Large Load Policy*
Witness:	*Claire M. Eubanks, PE*
Sponsoring Party:	*MoPSC Staff*
Type of Exhibit:	*Corrected Direct Testimony*
Case No.:	*ER-2026-0143*
Date Testimony Prepared:	*July 10, 2026*

MISSOURI PUBLIC SERVICE COMMISSION

INDUSTRY ANALYSIS DIVISION

CORRECTED DIRECT TESTIMONY
REVENUE REQUIREMENT

OF

CLAIRE M. EUBANKS, PE

EVERGY METRO, INC. d/b/a Evergy MISSOURI METRO

CASE NO. ER-2026-0143

Jefferson City, Missouri
July 2026

** Denotes Confidential Information **
***Denotes Highly Confidential Information**

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CORRECTED DIRECT TESTIMONY

OF

CLAIRE M. EUBANKS, PE

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO

CASE NO. ER-2026-0143

Q. Please state your name and business address.

A. My name is Claire M. Eubanks, and my business address is Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri 65102.

Q. By whom are you employed and in what capacity?

A. I am employed by the Missouri Public Service Commission ("Commission") as Division Director of the Industry Analysis Division.

Q. Please describe your educational background and work experience.

A. I received my Bachelor of Science degree in Environmental Engineering from the University of Missouri – Rolla, now referred to as Missouri University of Science and Technology, in May 2006. I am a licensed professional engineer in the states of Missouri and Arkansas. From May 2006 to November 2012, I was employed by Aquaterra Environmental Solutions, Inc., now SCS Aquaterra, an engineering consulting firm. I commenced my employment with the Commission in November 2012.

Q. Have you previously filed testimony before the Commission?

A. Yes, numerous times. Please refer to Schedule CME-d1, attached to this Direct Testimony, for a list of cases in which I have filed testimony or recommendations.

Q. What knowledge, skills, experience, training, and education do you have in the areas of which you are testifying as an expert witness?

A. I have received continuous training at in-house and outside seminars on technical and ratemaking matters since I began my employment at the Commission. I have been employed by this Commission for over 13 years and have submitted testimony numerous times before the Commission. I have also been responsible for the supervision of other Commission employees in rate cases and other regulatory proceedings. In my current position, I direct the work of Staff's four electric departments,[1] and the Water Sewer Gas and Steam, Manufactured Housing, and Safety Engineering departments. Additionally, I currently serve as co-chair to the NARUC Staff Sub-committee on Reliability and Resilience.

EXECUTIVE SUMMARY

Q. What is the purpose of your direct testimony?

A. The purpose of my direct testimony is to present Staff's approach to large load for the purposes of this rate case, present to the Commission apparent inconsistencies between the commission-approved Schedule Large Load Power Service ("LLPS") for Evergy Missouri Metro's ("EMM"), and the Electric Service Agreement ("ESA") *** [redacted] ***, and to recommend balanced reporting requirements necessary for Staff to perform its duties in future rate cases and proceedings.

[1] Tariff and Rate Design, Engineering Analysis, Energy Resources, and Energy Planning

Q. Is Staff seeking to relitigate rate structure issues decided in Evergy's Large Load tariff case (EO-2025-0154)?

A. No. However, there are certain issues that Staff is presenting so that the Commission has information necessary to set just and reasonable rates in this case and future cases.

Q. Who are the other Staff witnesses that present analysis related to large loads in this case?

A. Staff witness Sarah Lange presents the calculation of Staff's true-up plug to reflect net revenues from large customers, annualized for the expected conditions as of June 30, 2026, and explains how current and adjusted revenues from these customers are incorporated into Staff's overall revenue increase recommendation. Staff witness Matt Young identifies the status of infrastructure associated with large customers in Staff's case. Additionally, Ms. Lange sets out amounts necessary for Staff witness Brooke Mastrogiannis to develop the Fuel Adjustment Clause ("FAC") base factor with the true-up estimate. Ms. Lange's calculations are supported by Staff witness J Luebbert who addresses the quantification of Southwest Power Pool ("SPP")-related expenses and allocations. Ms. Lange further offers mitigation options to improve the FAC considering large customer growth. Staff witness Brooke Mastrogiannis provides Staff's estimate of the FAC base factor expected at true-up, explains the expected future FAC impact of large customers, and discusses how to implement the mitigation options to improve the FAC to mitigate harm to non- LLPS customers.

APPROACH TO LLPS CUSTOMER GROWTH

Q. Please explain how Staff's approach to large customers in this case is consistent with its work in all rate cases.

A. In all rate cases, Staff applies traditional ratemaking principles. While large load customer growth in this case *** [redacted] *** and, as Staff witness Sarah Lange will further explain, *** [redacted] ***. Staff relies on the matching principle and proposes isolated adjustments with caution,[2] to ensure that its recommendations to the Commission are balanced and reasonable.

A proper determination of revenue requirement is dependent upon matching the components of rate base, return on investment, revenues and operating costs at a point in time. As Staff witness Keith Majors discusses in more detail in his direct testimony in this case, certain adjustments are used to reflect a utility's current operating level of revenues and expenses. Relevant to Staff's approach to large load customer revenue is annualization adjustments. Annualization adjustments are required when changes have occurred during the test year, update and/or true-up period that have not been fully reflected in the unadjusted test year results.

Q. Please describe the potential LLPS customers and related annualization adjustments.

[2] Isolated adjustments may be warranted when such adjustments are known and measurable and do not disrupt the relationship between revenue, expense, and investment.

A. Customer A, *** [redacted] *** in Staff's test year (updated through December 31, 2025), nor are related expenses captured in Staff's direct accounting schedules. Customer A *** [redacted] ***. Customer B is currently served on the Large Power Service rate schedule, not LLPS. *** [redacted] *** [3] *** [redacted] *** [4]. *** [redacted] ***. As Staff witness Sarah Lange further explains, Staff developed a true-up plug to estimate conditions that will be in place as of the true-up cutoff date.

Q. When a utility requests to continue or modify its fuel adjustment clause in a general rate case, what work does Staff perform?

A. Staff evaluates whether the utility should be authorized to continue its FAC and if any modifications are warranted. Additionally, Staff identifies an estimate of the FAC costs and revenues (i.e. Net Base Energy Cost ("NBEC")) to include in its revenue requirement calculations and proposes a base factor. The base factor is calculated as

[3] *** [redacted] ***
[4] *** [redacted] ***

the NBEC divided by the net system input ("NSI") (i.e. rate case normalized kilowatt-hours ("kWh")). The base factor is important because ratepayers will see bill impact through future Fuel Adjustment Rate ("FAR") filings if actual net energy costs ("ANEC") are substantially different than the NBEC set during a rate case.

Q. Is Staff presenting the information necessary for the Commission to continue EMM's FAC?

A. Yes. Staff witness Stacy Henderson provides an analysis concluding that EMM's FAC should continue. Staff witness Brooke Mastrogiannis provides examples in her direct testimony to illustrate the importance of setting the base factor and calculates the base factor for the 12-months ending December 31, 2025 ("preliminary FAC base factor"). In the preliminary FAC base factor calculation, Customer A's load is not reflected, and Customer B is reflected at *** [redacted] *** Staff witness Brooke Mastrogiannis provides an estimate of the base factor at true-up based on the FAC-includable expense estimated for Staff witness Sarah Lange's true-up plug.

Q. At a high level, why does large customer growth matter to the FAC?

A. The FAC socializes net energy costs across customer classes. EMM sells its produced energy into SPP and buys back what it needs to serve all its customers. During a rate case, the annualized level of these transactions are modeled and reflected in the revenue requirement and are used to set the base factor. However, LLPS customers' rates are designed to cover the cost of serving them, including wholesale energy costs. During a rate case, with proper information, the relationship of the FAC base factor and permanent rates can be aligned. Because of

the size of large customers served under Schedule LLPS and the period of time it takes to ramp their operations, establishing this relationship is more challenging.

Q. What is Staff's approach to large customers and the FAC in this case?

A. Staff presents two alternative recommendations for the Commission's consideration to mitigate the impact of LLPS customer growth on EMM ratepayers through the operation of the FAC.

Q. Please explain the first option.

A. Option 1 continues the FAC and is designed to insulate other rate classes from only the adverse FAC impact of the level of load captured in this rate case. Staff witness Brooke Mastrogiannis calculates Option 1 using Staff's preliminary base factor calculation adjusted to reflect Customer A and Customer B as calculated by Staff witness Sarah Lange. Under this option, LLPS customers would pay an FAC charge.

Q. Is Option 1 the same recommendation Staff presented in Evergy's large load tariff case (EO-2025-0154)?

A. No. Option 1 simply reflects net revenues from large customers for the expected conditions as of June 30, 2026.

Q. Please explain the second option.

A. Option 2 modifies the FAC to exclude major costs and any revenues from optional riders related to LLPS customers, and to exempt LLPS customers from the FAC. A biproduct of Option 2 is that it would reduce the positive regulatory lag Evergy would experience due to LLPS growth between rate cases. Staff witness Sarah Lange elaborates on Staff's FAC mitigation options and calculates the positive regulatory lag EMM will

benefit from with and without modification to the FAC. Staff witness Brooke Mastrogiannis describes how to implement modifications to the FAC contemplated by Option 2.

Q. Is Option 2 the same recommendation Staff presented in Evergy's large load tariff case?

A. No, but Option 2 is similar. In the Evergy large load tariff case, Staff acknowledged that changes to the FAC must occur during a general rate proceeding where all relevant factors could be considered. However, Staff proposed tracking of certain costs and revenues and recommended establishing a pricing node for large load customers. Ultimately, the Commission decided that it "will not change the existing FAC tariff sheet until a rate case is filed"[5] and further decided that "[t]he Commission will not require LLPS customers to have a commercial pricing node nor will they require Evergy to provide data on that node."[6] Staff considered the Commission's order in developing its recommendation in this case and offers Option 2 as an alternative method of separating LLPS costs and revenues from the FAC if the Commission so chooses.

TARIFF APPLICATION

Q. Did Staff review EMM's application of its Schedule LLPS tariff in this case?

A. Yes. During the normal course of its work, Staff reviews a utility's application of its commission-approved tariff provisions to ensure compliance. Staff witness Sarah Lange discusses other Staff concerns with EMM's application of

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its LLPS tariff. I will discuss the Interim Capacity provision and EMM's apparent inconsistency between application of *** [redacted] *** and requirements of Schedule LLPS.

Q. What is the Interim Capacity provision?

A. The Interim Capacity provision[7] of EMM's schedule LLPS includes a provision to address situations where EMM cannot serve an LLPS customer's load by existing system capabilities. If EMM and the customer mutually agree to terms to procure interim capacity, the customer is subject to an additional demand charge.

Q. Can EMM serve the LLPS load by existing system capabilities?

A. Staff specifically requested this information from EMM. ** [redacted] **[8].

In EMM's 2025 IRP it expected to be *** [redacted] *** compared to *** [redacted] *** in its 2026 Annual

[7] "If the Company determines that the Customer's load cannot be served by the Company's existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the Customer until sufficient system capacity may be supplied by the Company. The Customer and the Company must mutually agree on the terms for the Interim Capacity procured by the Company pursuant to an Interim Capacity Agreement. The Customer shall be subject to an additional demand charge (the "Interim Capacity Adjustment") calculated according to the terms of an Interim Capacity Agreement, with Customer responsible for the full costs thereof and the terms of the Customer's Interim Capacity Agreement."

[8] Confidential response to DR 322.4.

Update.[9] More specifically, the 2026 Annual IRP update includes *** [redacted] *** [10]. While other *** [redacted] *** as illustrated in the following chart.

***

[redacted]

[9] EMM's 2026 Annual IRP update EO-2026-0188 Confidential workpaper *** [redacted] ***. Staff designated as HC in accordance with the protective order in this case.

[10] EMM's 2026 Annual IRP update EO-2026-0188 Confidential workpaper *** [redacted] ***. Staff designated as HC in accordance with the protective order in this case.

[11] *** [redacted] ***

[redacted][12].

[redacted]

[redacted]

***

Q. Please explain Staff's concern with EMM's application of the Interim Capacity Provision of Schedule LLPS.

A. ** [redacted]

[redacted]

[redacted]

[12] *** [redacted] ***

[redacted]**[13] Staff notes that EMM *** [redacted]. [redacted] ***[14]. ** [redacted] **[15]. However, it is unclear whether the *** [redacted] ***. At this time, it is unclear to Staff under what circumstances EMM would ** elect to use the Interim Capacity Provisions of its tariff **. Later in my testimony, I outline Staff's recommendation to require EMM to provide ESAs and capacity and demand forecasts with and without LLPS customers; together provision of this information would alleviate Staff's concern with being able to assess the application of the Interim Capacity provision going forward.

Q. Are there elements of the Customer A ESA that are apparently inconsistent with the Commission's order in EO-2025-0154 and the LLPS tariff?

A. Yes. The ESA with Customer A *** [redacted]

[13] Confidential response to DR 322.4.
[14] Confidential response to DR 322.2. Staff elevated to HC designation per the Protective Order issued in this case on April 13, 2026.
[15] Confidential response to DR 322.4.

[redacted].

[redacted] ***. In the large load tariff case, the Commission was aware of the potential for SPP to offer Conditional High Impact Large Load Service ("CHILLS"). However, FERC approval occurred recently with SPP's tariffs to be effective on July 1, 2026.[16] While the Commission was aware of the SPP revision request to implement CHILLS, the Report and Order nor the stipulation addresses how, or if, EMM will charge LLPS customers for *** [redacted].

[redacted] ***.

Q. What authority does EMM provide for *** [redacted] [redacted] ***?

[16] Order Accepting Tariff Revisions, Subject to Condition. FERC Docket Nos. ER26-1323-000 and ER26-1323-001. Schedule CME-d2.

A. In response to Staff data request 410,[17] EMM suggests in part: *** [redacted] ***.

Q. Does Sheet 78 of Schedule LLPS contemplate *** [redacted] *** ?

A. No. Schedule LLPS, Sheet 78 sets out that the LLPS service agreement will include a Contract Capacity schedule including the peak load requirement during the Load Ramp and addresses reductions to contract capacity.

Q. What does Sheet 82 of Schedule LLPS address?

A. Under the heading "Additional Terms", Sheet 82 requires the LLPS service agreement. *** [redacted] ***.

LLPS REPORTING

Q. Please explain Staff's goal in recommending LLPS reporting.

[17] Included in Schedule SLK-d3 attached to the direct testimony of Staff witness Sarah Lange.

A. Staff seeks to standardize LLPS reporting and ensure necessary information is provided by the relevant electric utilities to perform its duties. Staff's recommendation regarding LLPS reporting is consistent with the Amended Non-Unanimous Global Stipulation and Agreement ("Ameren Stipulation") approved by the Commission in ET-2025-0184. While Staff acknowledges the Commission denied reporting requirements in the Evergy LLPS case (EO-2025-0154), as Staff's justification for certain reporting was not found to be persuasive, the Commission later approved the Ameren Stipulation that included balanced and specific reporting conditions. My testimony will discuss the provisions of the Ameren Stipulation and why the Commission should order EMM to provide similar reporting.

Q. At a high-level, what information on large customers does Staff require?

A. For both rate cases and for evaluating utility load forecasts in Integrated Resource Plans ("IRP"), Staff requires an understanding of large load growth expectations including "whether, when, and how completely large load will materialize and how they use electricity over time."[18] Staff will continue to advocate for such information tailored for the IRP in the working case (EW-2026-0091) and the subsequent rulemaking docket. However, the timeline for provision of such information through the IRP does not align with Staff's rate case work. For that reason, Staff requests the Commission order additional reporting by EMM.

[18] Forecasting For Large Loads: Current Practices and Recommendations, Energy Systems Integration Group's Large Loads Task Force, December 2025.

Q. What categories of information does Staff recommend the Commission order EMM to provide?

A. There are three categories of information Staff recommends the Commission order: (1) Annual reporting to the Commission; (2) Provision of executed agreements and related information; and (3) Improved rate case filing requirements specific to LLPS.

Q. What annual reporting does Staff recommend the Commission receive related to LLPS customers?

A. Consistent with paragraph 37 of the Ameren Stipulation, Staff recommends EMM, OPC, Staff, and other interested parties in this case, meet to determine the contents and confidentiality of an annual compliance report to be provided to the Commission. At a minimum, this report should contain information regarding: (i) the number of new or expanded customers that are taking LLPS and (ii) the total estimated load taking LLPS. Energy usage information will be provided on a confidential and anonymized basis.

Q. What is the intent of annual reporting to the Commission?

A. In both the Ameren and Evergy large load tariff cases, OPC and Staff presented its viewpoints of reporting that the Commission may be interested in receiving for insight into the large load economic pipeline of its regulated electric utilities. From Staff's perspective, this condition would provide the opportunity to work collaboratively with the parties to develop an annual report. Ultimately, this report is intended for the Commission.

Q. What information does Staff recommend the Commission order EMM to provide regarding its agreements with LLPS customers?

A. Staff recommends, consistent with the Ameren Stipulation, paragraph 51, that the Commission order EMM to provide Staff executed agreement(s) with LLPS customers and certain related information. Specifically, Staff recommends the Commission order that:

> Within 30 days after the execution of any agreement relating to LLPS with a LLPS customer, EMM will provide to the Staff the executed agreement(s) and the following information with a level of confidentiality commensurate with the confidentiality provisions in place in this docket:
>
> a) An updated capacity and demand forecast without the new LLPS customer.
>
> b) An updated capacity and demand forecast with the new LLPS customer.
>
> c) The boundary of EMM's facilities serving the LLPS customer in a format supported by the State's geographic information system (GIS) software.
>
> d) Evidence that EMM has completed all internal engineering studies supporting the interconnection, a description of all interconnection upgrades and interconnection facilities needed for the LLPS customer, and a complete copy of the interconnection study. EMM will also provide a copy of the construction agreement documenting all estimated costs related to interconnection of the LLPS customer and provide how those costs will be recorded on EMM's books and records.

e) To the extent known to EMM, the LLPS customer's full corporate name and registration information, and that of any and all parent companies.

Q. How would Staff use the information outlined above?

A. By having access to the ESAs, Staff will be able to evaluate whether EMM is complying with its tariffs. Access to the ESAs and provision of capacity and demand forecasts will provide Staff with an understanding of the impact large load customer demand will have on EMM with respect to capacity needs. Provision of shape files noting the location of EMM facilities serving LLPS customers will provide Staff a general understanding of the location of utilities' facilities which will aide Staff in its work supporting the State Emergency Management Agency during emergency activations and responding to customer quality of service inquiries. Provision of engineering studies, construction cost estimates, and how such facilities will be recorded will allow Staff to have timely access to information for rate case audits.

Q. What improved rate case filing information does Staff recommend the Commission order EMM to provide?

A. Consistent with paragraph 52 of the Ameren Stipulation, Staff recommends the Commission order the following:

In each rate case after a LLPS customer begins taking permanent service (which will occur when the ramp period begins), the EMM will provide as part of its direct case workpapers actual customer load, by hour, starting with the later of the month following the month the customer began taking permanent service or the end of the test year of a previous rate case in which the customer's load

was reported through the test year used in the rate case. EMM will provide updated information through a date mutually agreed upon between EMM and the Staff (and if agreement is not reached, as ordered by the Commission) through which Staff intends to calculate billing units for its initial filing in response to the EMM's rate case filing, and will in any event provide updated information through the true-up cutoff date as part of its provision of true-up data in the case. EMM will provide such load data hourly and at 15-minute demand intervals upon request. Such information will be provided with a level of confidentiality commensurate with the confidentiality provisions in place in this docket.

Q. Why is the improved rate case filing information important to Staff's work?

A. This case is an example of why actual customer load, by hour, with 15-minute demand intervals[19] being available, is important to Staff's rate case work. Despite its discovery efforts on this topic, which began on March 6, 2026, EMM has not provided Staff hourly customer load for Customer A, either estimated or actual. Because *** [redacted] ***. In similar instances, for large power customers, Staff performs single customer annualizations which require granular data. For Staff to annualize class loads, do production cost modeling, or to calculate jurisdictional allocation factors this information is essential. Staff witness Sarah Lange further

[19] Monthly Maximum Demand is defined in Schedule LLPS "as the highest demand in any 15-minute interval during the month on all meters."

describes this issue in her direct testimony under “Limatiations on Incorporation of the True-up Plug.”

Q. Does this conclude your direct testimony?

A. Yes it does.

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of Evergy Metro, Inc. d/b/a Evergy Missouri Metro's Request for Authority to Implement a General Rate Increase for Electric Service	))))	Case No. ER-2026-0143

AFFIDAVIT OF CLAIRE M. EUBANKS, PE

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW CLAIRE M. EUBANKS, PE and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Corrected Direct Testimony-Revenue Requirement*; and that the same is true and correct according to her best knowledge and belief.

Further the Affiant sayeth not.

Claire M Eubanks
CLAIRE M. EUBANKS, PE

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 9th day of July 2026.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377

Dianna L. Vaught
Notary Public

CLAIRE M. EUBANKS, PE

PRESENT POSITION:

I am the Division Director of the Industry Analysis Division of the Missouri Public Service Commission. As Division Director, I oversee all aspects of the Industry Analysis Staff. Industry Analysis consists of seven departments: Tariff and Rate Design, Engineering Analysis, Energy Resources, Energy Planning, Water Sewer Gas and Steam, Manufactured Housing, and Safety Engineering.

EDUCATIONAL BACKGROUND AND WORK EXPERIENCE:

I received my Bachelor of Science degree in Environmental Engineering from the University of Missouri – Rolla, now Missouri University of Science and Technology, in May 2006. I am a licensed professional engineer in the states of Missouri and Arkansas. Immediately after graduating from UMR, I began my career with Aquaterra Environmental Solutions, Inc., now SCS Aquaterra, an engineering consulting firm based in Overland Park, Kansas. During my time with Aquaterra, I worked on various engineering projects related to the design, construction oversight, and environmental compliance of solid waste landfills. I began my employment with the Commission in November 2012. I managed the Engineering Analysis department beginning in April 2020 and was promoted to my current position in December 2025.

Currently, I am the co-chair of the NARUC Staff subcommittee on Electric Reliability & Resilience.

CASE HISTORY:

Case Number	Utility	Type	Issue
EA-2012-0281	Ameren	Rebuttal	Certificate of Convenience and Necessity
EC-2013-0379 EC-2013-0380	KCP&L KCP&L GMO	Rebuttal	RES Compliance
EO-2013-0458	Empire	Memorandum	RES Compliance Plan & Report
EO-2013-0462	Ameren	Memorandum	RES Compliance Report
EO-2013-0503	Ameren	Memorandum	RES Compliance Plan
EO-2013-0504	KCPL	Memorandum	RES Compliance Plan & Report
EO-2013-0505	GMO	Memorandum	RES Compliance Plan & Report
ET-2014-0059	KCP&L GMO	Rebuttal	RES Retail Rate Impact
ET-2014-0071	KCP&L	Rebuttal	RES Retail Rate Impact
ET-2014-0085	Ameren	Rebuttal	RES Retail Rate Impact
ER-2014-0258	Ameren	Cost of Service Report, Surrebuttal	RES, In-Service

Case Number	Utility	Type	Issue
EO-2014-0151	KCP&L GMO	Memorandum	RESRAM
EO-2014-0357	Electric	Memorandum	Solar Rebates Payments
EO-2014-0287	KCPL	Memorandum	RES Compliance Plan
EO-2014-0288	GMO	Memorandum	RES Compliance Plan
EO-2014-0289	KCPL	Memorandum	RES Compliance Report
EO-2014-0290	GMO	Memorandum	RES Compliance Plan
ER-2014-0370	KCP&L	Cost of Service Report	RES
EX-2014-0352	N/A	Live Comments	RES rulemaking
EC-2015-0155	GMO	Memorandum	Solar Rebate Complaint
EO-2015-0260	Empire	Memorandum	RES Compliance Plan & Report
EO-2015-0263	KCPL	Memorandum	RES Compliance Report
EO-2015-0264	GMO	Memorandum	RES Compliance Report
EO-2015-0265	KCPL	Memorandum	RES Compliance Plan
EO-2015-0266	GMO	Memorandum	RES Compliance Plan
EO-2015-0267	Ameren	Memorandum	RES Compliance Plan & Report
EO-2015-0252	GMO	Staff Report	Integrated Resource Plan – Renewable Energy Standard
EO-2015-0254	KCPL	Staff Report	Integrated Resource Plan – Renewable Energy Standard
EA-2015-0256	KCP&L GMO	Live Testimony	Greenwood Solar CCN
EO-2015-0279	Empire	Memorandum	RES Compliance Plan & Report
ET-2016-0185	KCP&L	Memorandum	Solar Rebate Tariff Suspension
EO-2016-0280	KCPL	Memorandum	RES Compliance Report
EO-2016-0281	GMO	Memorandum	RES Compliance Report
EO-2016-0282	KCPL	Memorandum	RES Compliance Plan
EO-2016-0283	GMO	Memorandum	RES Compliance Plan
EO-2016-0284	Ameren	Memorandum	RES Compliance Plan & Report
ER-2016-0023	Empire	Report	RES
ER-2016-0156	KCP&L GMO	Rebuttal	RESRAM Prudence Review
EA-2016-0208	Ameren	Rebuttal	Certificate of Convenience and Necessity

Case Number	Utility	Type	Issue
ER-2016-0285	KCPL	Cost of Service Report	In-Service, Greenwood Solar
ER-2016-0179	Ameren	Rebuttal	In-Service, Labadie Landfill
EW-2017-0245	Electric	Report	Working Case on Emerging Issues in Utility Regulation
EO-2017-0268	Ameren	Memorandum	RES Compliance Plan & Report
EO-2017-0269	KCPL	Memorandum	RES Compliance Report
EO-2017-0271	KCPL	Memorandum	RES Compliance Plan
GR-2017-0215 & GR-2017-0216	Spire	Rebuttal & Surrebuttal	CHP for Critical Infrastructure
GR-2018-0013	Liberty Utilities (Midstates Natural Gas)	Rebuttal	CHP Outreach Initiative for Critical Infrastructure Resiliency
EO-2018-0287	Ameren	Memorandum	RES Compliance Plan & Report
EO-2018-0288	KCPL	Memorandum	RES Compliance Report
EO-2018-0290	KCPL	Memorandum	RES Compliance Plan
EA-2016-0207	Ameren	Memorandum	Certificate of Convenience and Necessity
ER-2018-0146	GMO	Cost of Service Report	RESRAM Prudence Review
ER-2018-0145 ER-2018-0146	KCPL GMO	Class Cost of Service Report, Rebuttal	Solar Subscription Pilot Rider, Standby Service Rider
EA-2018-0202	Ameren	Staff Report	Certificate of Convenience and Necessity
EE-2019-0076	Ameren	Memorandum	Variance Request – Reliability Reporting
EA-2019-0021	Ameren	Staff Report	Certificate of Convenience and Necessity
EA-2019-0010	Empire	Staff Report	Certificate of Convenience and Necessity
EX-2019-0050	N/A	Live Comments	Renewable Energy Standard
EO-2019-0315	KCPL	Memorandum in Response to Commission Questions	Renewable Energy Standard
EO-2019-0316	GMO	Memorandum	Renewable Energy Standard

Case Number	Utility	Type	Issue
EO-2019-0317	KCPL	Memorandum in Response to Commission Questions	Renewable Energy Standard
EO-2019-0318	GMO	Memorandum	Renewable Energy Standard
ER-2019-0335	Ameren	Cost of Service Report	Renewable Energy Standard, In-Service Criteria
EA-2019-0371	Ameren	Staff Report	Certificate of Convenience and Necessity
EO-2020-0329	Evergy Missouri Metro	Memorandum	Renewable Energy Standard
EO-2020-0330	Evergy Missouri West	Memorandum	Renewable Energy Standard
EE-2021-0237	Evergy Missouri Metro	Memorandum	Cogeneration Tariff
EE-2021-0238	Evergy Missouri West	Memorandum	Cogeneration Tariff
EE-2021-0180	Ameren Missouri	Memorandum	Electric Meter Variance
ET-2021-0151 and 0269	Evergy	Memorandum, Rebuttal Report	Transportation Electrification
AO-2021-0264	Various	Staff Report	February 2021 Cold Weather Event
EW-2021-0104	n/a	Staff Report	RTO Membership
EW-2021-0077	n/a	Staff Report	FERC Order 2222
EO-2021-0339	Evergy Missouri West	Memorandum	Territorial Agreement
GR-2021-0108	Spire	Rebuttal	Automated Meter Reading Opt-out Tariff
EA-2021-0087	ATXI	Rebuttal Report	Certificate of Convenience and Necessity
ER-2021-0240	Ameren Missouri	Cost of Service Report Rebuttal	In-Service Bat Mitigation
ER-2021-0312	Empire	Cost of Service Report	Construction Audit – Engineering Review, In-service
EO-2022-0061	Evergy Missouri West	Surrebuttal	Special Rate/ Renewable Energy Standard

Case Number	Utility	Type	Issue
EA-2022-0099	ATXI	Rebuttal	Certificate of Convenience and Necessity
EA-2022-0234	NextEra Energy Transmission	Rebuttal	Certificate of Convenience and Necessity
ER-2022-0129	Evergy Missouri West	Direct Rebuttal	Advanced Metering Infrastructure, Reliability, Transmission & Distribution Investment, PISA reporting, Misc. Tariff issues
ER-2022-0130	Evergy Missouri Metro	Direct Rebuttal Surrebuttal/True-Up	Advanced Metering Infrastructure, Reliability, Transmission & Distribution Investment, PISA reporting, Misc. Tariff issues
EE-2022-0329	Ameren Missouri	Memorandum	Variance Request
GR-2022-0179	Spire Missouri	Direct Rebuttal	Metering Infrastructure
ER-2022-0337	Ameren Missouri	Direct Rebuttal Surrebuttal/True-Up	Rush Island, Smart Energy Plan, High Prairie
EA-2023-0017	Grain Belt	Rebuttal	Certificate of Convenience and Necessity
ET-2023-0250	Empire	Memorandum	Cogeneration/ Net Metering Tariff
GE-2023-0196	Empire District Gas Company	Memorandum	Variance Request
EO-2023-0423 EO-2023-0424	Evergy	Memorandum	Solar Subscription Program
EC-2024-0108	Ameren Missouri	Staff Report	Complaint
EA-2024-0147	ATXI	Memorandum	Certificate of Convenience and Necessity
EO-2024-0231	Ameren Missouri	Memorandum	Renewable Energy Standard
EE-2024-0335	Evergy Missouri Metro	Memorandum	Electric Meter Variance
EF-2024-0021	Ameren Missouri	Rebuttal Surrebuttal	Securitization
ER-2024-0189	Evergy Missouri West	Direct Rebuttal Surrebuttal	In-service, Distribution Reliability, Net Metering

Case Number	Utility	Type	Issue
GR-2024-0106	Liberty Midstates	Direct Surrebuttal	Mains, Meters, and Service Lines
ER-2024-0319	Ameren Missouri	Direct, Rebuttal, Surrebuttal / True-Up Direct	High Prairie, Rush Island, Energy Delivery Projects
EE-2025-0158	Evergy Missouri Metro	Memorandum	Electric Meter Variance
GR-2025-0107	Spire Missouri	Direct, Rebuttal	CPR Audit, Stranded Meters
ET-2025-0286	Evergy Missouri Metro	Memorandum	TOU Net Metering
EA-2025-0087	ATXI	Staff Recommendation	Certificate of Convenience and Necessity
EE-2025-0322	Ameren Missouri	Memorandum	Reporting Variance
ER-2024-0261	Empire District Electric	Direct, Rebuttal, Surrebuttal/True-Up Direct	Transmission & Distribution Projects, Reliability
EA-2025-0344	Ameren Missouri	Staff Recommendation	Certificate of Convenience and Necessity
EO-2025-0154	Evergy	Staff Recommendation	Large Load Tariff
EA-2024-0302	ATXI	Surrebuttal	Certificate of Convenience and Necessity
ET-2025-0184	Ameren Missouri	Staff Recommendation, Surrebuttal	Large Load Tariff
OO-2025-0233	Liberty Utilities	Staff Investigation Report	Net-metering

195 FERC ¶ 61,196
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Laura V. Swett, Chairman;
David Rosner, Lindsay S. See,
Judy W. Chang, and David LaCerte.

Southwest Power Pool, Inc. Docket Nos. ER26-1323-000
ER26-1323-001

ORDER ACCEPTING TARIFF REVISIONS, SUBJECT TO CONDITION

(Issued June 5, 2026)

1. On February 10, 2026, as amended on April 29, 2026, pursuant to section 205 of the Federal Power Act (FPA)[1] and Part 35 of the Commission's regulations,[2] Southwest Power Pool, Inc. (SPP) submitted proposed revisions to its Open Access Transmission Tariff (Tariff) to add a new type of non-firm transmission service called Conditional High Impact Large Load Service (CHILLS).[3] As discussed below, we accept the proposed Tariff revisions, effective July 1, 2026, as requested, subject to condition, and direct SPP to submit a compliance filing within 30 days of the date of this order.

I. Background

A. SPP's Existing Transmission Services

2. SPP's Tariff offers two main categories of transmission service: (1) network integration transmission service (NITS), a firm service,[4] and as particularly relevant in this proceeding, (2) point-to-point transmission service, which can be either firm or

[1] 16 U.S.C. § 824d.

[2] 18 C.F.R. pt. 35 (2025).

[3] See Appendix for tariff records accepted in this order.

[4] *See* SPP, Tariff, pt. III, § 28.3 (Network Integration Transmission Service) (0.0.0) ("The Transmission Provider will provide firm transmission service over the Transmission System to the Network Customer.").

non-firm.[5] Generally, SPP grants firm point-to-point transmission service based on a determination of the available transfer capability on the SPP transmission system.[6] Non-firm point-to-point transmission service requests are granted on an "as-available" basis (i.e., they are granted from the available transfer capability left on the SPP transmission system after accounting for higher-priority reservations like firm point-to-point transmission service).[7]

3. Any transmission customer seeking firm or non-firm point-to-point transmission service must register to become an eligible customer and submit a transmission service request on SPP's open access same-time information system.[8] Upon validation of a point-to-point transmission service request, SPP determines whether there is available transfer capability for the requested transmission service. If there is not, SPP performs a system impact study.[9] The system impact study assesses the adequacy of the transmission system to accommodate short-term or non-firm point-to-point transmission service requests and provides information about system constraints and whether redispatch is necessary.[10] Upon conclusion of the system impact study, SPP either counteroffers partial transmission service in the amount available or accommodates the request for transmission service through redispatch to relieve system constraints.[11] If there is sufficient transfer capability to accommodate the request, an eligible customer

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[5] *See id.* pt. II, (Point-To-Point)) (1.1.0) ("The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service.").

[6] *See id.* pt. II, § 13.2 (Reservation Priority) (1.0.0).

[7] *See id.* pt. I, § 1 (Definitions N) (4.0.0) ("Non-Firm Point-To-Point Transmission Service: Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis."); *id.* § 14.2 (Reservation Priority) (0.0.0).

[8] *See id.* pt. III, § 29.2 (Application Procedures) (2.1.0); *id.* pt. II, § 17.1 (Application) (1.0.0); *id.* pt. II, § 17.2 (Completed Application) (0.0.0); *id.* pt. II, § 18.1 (Application) (0.0.0); *id.* pt. II, § 18.2 (Completed Application) (0.0.0).

[9] *See id.* pt. II, § 17.5 (Response to a Completed Application) (0.0.0).

[10] *See id.* attach. D (Methodology for Completing a System Impact Study) (0.0.0). These system impact studies are not performed for requests for long-term firm point-to-point transmission service and NITS. Such requests are evaluated through an aggregate facilities study under Attachment Z1 of the Tariff. *Id.*

[11] *See id.* attach. AC, § 4 (Acceptance and Confirmation of Short-Term Service Request Subject to Redispatch) (1.0.0); *id.* attach. AC, § 5 (Processing of Short-Term Service Requests that Fail the System Impact Study) (1.0.0).

executes a standard form service agreement for either firm or non-firm point-to-point transmission service.[12] As part of obtaining firm or non-firm point-to-point transmission service, a transmission customer must notify SPP and the transmission owner of its request to add, modify, or abandon all applicable points of delivery due to the physical connection of new load to the transmission system.[13]

4. SPP evaluates a transmission customer's request to add or modify delivery point facilities associated with load additions under existing Attachments AQ (Delivery Point Assessment Process) and AX (Provisional Load Process) of SPP's Tariff.[14] Under the Attachments AQ and AX processes, SPP studies the impacts of the requested delivery point addition or modification on the transmission system and determines what, if any, network upgrades are required to accommodate the request. The Attachment AQ process is available to a transmission customer that has sufficient existing designated resources to serve its forecasted load, while the Attachment AX process is available to a transmission customer that lacks sufficient existing designated resources.[15]

B. SPP's High Impact Large Load and High Impact Large Load Generator Assessment Processes

5. On January 14, 2026, the Commission accepted SPP's proposal to establish a High Impact Large Load (HILL) study process in Attachment BA (High Impact Large Load) of its Tariff and a High Impact Large Load Generation Assessment (HILLGA) process in Attachment BB (High Impact Large Load Generation Assessment) of its Tariff to address the substantial increase in HILLs seeking to interconnect to SPP's transmission system.[16] The HILL framework established: (1) a new defined category of load, termed a "HILL"; (2) enhanced study requirements for HILLs, in addition to those in Attachments AQ and

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[12] *See id.* pt. II, § 13.4 (Service Agreements) (0.0.0); *id.* pt. II, § 14.4 (Service Agreements) (0.0.0).

[13] *See id.* pt. II, § 17.9 (Interconnection of Delivery Points) (1.0.0); *id.* attach. AQ (Delivery Point Assessment Process) (1.0.0); *id.* attach. AX (Provisional Load Process) (0.0.0).

[14] *Id.* attach. AQ, § 1 (1.0.0); *id.* attach. AQ, § 2 (2.0.0); *id.* attach. AQ, § 3 (2.0.0); *id.* attach. AX, § 1 (0.0.0); *id.* attach. AX, § 2 (0.0.0).

[15] Transmittal at 14 n.26; *Sw. Power Pool, Inc.*, 193 FERC ¶ 61,018, at PP 3-5 (2025). Under Attachment AX, SPP considers the transmission customer's planned generation, in addition to its existing designated resources, that will be used to serve its forecasted load. *Sw. Power Pool, Inc.*, 193 FERC ¶ 61,018 at PP 5, 41.

[16] *Sw. Power Pool, Inc.*, 194 FERC ¶ 61,031 (2026) (HILL/HILLGA Order).

AX; (3) additional, ongoing operational requirements for HILLs, including, among other things, that the HILL provide load data via telemetry in real time; and (4) a requirement that SPP have the remote capability to disconnect a large load from the transmission system. The additional HILL study process under Attachment BA is designed to ensure that the unique operational characteristics of HILLs are considered when evaluating a request to add a HILL to SPP's transmission system.[17] Relatedly, the HILLGA process under Attachment BB consists of a new interconnection process and a new limited generator interconnection service to enable the expedited interconnection of generation dedicated to serving a particular HILL or HILLs.[18] As part of the HILLGA process, the HILLGA interconnection customer, the transmission owner, and SPP negotiate and enter into a HILL Generator Interconnection Agreement (HILLGIA).[19]

II. Filing

6. SPP explains that a significant challenge in integrating HILLs into the transmission system is SPP's ability to provide long-term firm transmission service to these loads under the existing Tariff. To this point, SPP explains that the Tariff requires transmission customers to have sufficient existing designated resources to serve both existing load plus new load with long-term firm transmission service, but the lack of sufficient designated resources in SPP to serve transmission customers' existing load and prospective HILL additions limits SPP's ability to add these loads in a timely manner. SPP further explains that even where sufficient designated resources exist, transmission limitations often necessitate network upgrades to enable the full amount of requested transmission service. As a result, HILLs seeking to be served by the SPP transmission system may not be able to obtain transmission service under the Tariff until they obtain additional designated resources and/or until needed network upgrades are completed.[20]

7. To address this challenge, SPP proposes a new non-firm transmission service, called CHILLS, which will enable HILLs to reliably receive transfers of energy until sufficient designated resources and/or network upgrades are in place to support long-

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[17] *Id.* PP 13-17, 60.

[18] SPP, Tariff, attach. BB (High Impact Large Load Generation Assessment) (0.0.0).

[19] *Id.* attach. BB, § 11 (0.0.0), §§ 11.1 (Tender), 11.2 (Negotiation), 11.3 (Execution and Filing).

[20] Transmittal at 8-9. According to SPP, depending on the size, scope, and availability of materials, completing network upgrades often requires six years or more. *Id.* at 9.

term, firm service.[21] The portion of a HILL that is eligible to connect to the transmission system and receive CHILLS is referred to as a Conditional High Impact Large Load (CHILL), and a transmission customer that receives CHILLS is referred to as a CHILLS Customer.

A. CHILLS Framework

8. SPP proposes to add a new Part VII (Conditional High Impact Large Load Transmission Service), Schedule 15 (Conditional High Impact Large Load Transmission Service), and Attachment BC (High Impact Large Load Delivery Point Initial Assessment) to its Tariff. SPP also proposes revisions to Attachments AE, AQ, AX, and BA, among others, to implement CHILLS.

9. SPP states that CHILLS is an "as-available" transmission service that will transfer energy to designated points of delivery to serve a CHILL. SPP explains that it will provide CHILLS using the available transfer capability that is in excess of the capability necessary to serve other customers taking firm transmission service. SPP states that CHILLS will have a maximum term of seven years and a minimum term of one year. SPP states that the purpose of the seven-year limit is to incentivize transmission customers seeking CHILLS to obtain the designated resources and/or complete the network upgrades needed to procure firm long-term transmission service through existing Tariff processes. SPP asserts that the seven-year term limit provides adequate time for transmission customers to obtain such firm service.[22]

10. As discussed further below,[23] SPP states that CHILLS is subject to curtailment and interruption on a non-discriminatory basis when the transmission system is constrained or under emergency or other unforeseen conditions. SPP explains that, during such events, all firm service will have higher priority than CHILLS. SPP states that CHILLS will have equal priority as monthly non-firm point-to-point transmission service. SPP asserts that this equal priority is appropriate because, although CHILLS will be reserved annually, a transmission customer can have its service level adjusted in monthly increments, consistent with monthly non-firm point-to-point transmission service.[24] SPP

[21] *Id.* at 9-10.

[22] *Id.* at 13-14; *see* SPP, Proposed Tariff, pt. VII, § 44.1 (Term) (0.0.0).

[23] *See infra* section II.D.

[24] Transmittal at 14-15. SPP explains that after the transmission customer receives CHILLS, it may, once per CHILLS Service Year, adjust the CHILLS Reserved Capacity for each remaining month of that CHILLS Service Year, provided that this adjusted monthly CHILLS Reserved Capacity does not exceed the originally granted CHILLS Reserved Capacity for that CHILLS Service Year. *Id.* at 18. CHILLS Reserved Capacity

states that CHILLS will not be available for resale, redirection, reassignment, or transfer because it is provided at a studied and fixed location on the transmission system.[25]

11. SPP also proposes a new *pro forma* CHILLS Service Agreement (CHILLSA), and a new *pro forma* CHILLS Operating Agreement, which SPP states are modeled off its existing *pro forma* transmission service agreements. SPP explains that any equipment specified in the CHILLS Operating Agreement must be installed prior to commencement of service.[26]

12. SPP states that the CHILLS commencement date can be extended for up to one year if requested by the transmission customer and no later than 60 days before the commencement of CHILLS, but such an extension will require a non-refundable annual reservation fee.[27] SPP further proposes that it will release a transmission customer's CHILLS Reserved Capacity if another transmission customer submits a completed application during the extension period that can only be satisfied by releasing part or all of the original transmission customer's CHILLS Reserved Capacity, unless the original transmission customer pays the CHILLS transmission rate for its CHILLS Reserved Capacity.[28]

13. SPP proposes several requirements for a CHILL and its supporting generating resource(s) in the Integrated Marketplace. Specifically, a CHILL must: (1) submit

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is the maximum amount of capacity and energy that SPP agrees to transmit for the transmission customer or network customer over SPP's transmission system to the point of delivery pursuant to Part VII of SPP's Tariff. A CHILLS Service Year is a period of 12 months for which a transmission customer or network customer has been granted CHILLS Reserved Capacity. SPP, Proposed Tariff, pt. I, § 1 (Definitions C) (4.0.0).

[25] Transmittal at 16.

[26] *Id.* at 24, 26-27. The equipment and facilities specified in the CHILLS Operating Agreement are not network upgrades and may include facilities necessary to avoid interruptions on the host transmission owner's transmission system or equipment such as meters and associated metering equipment. The CHILLS Customer is responsible for all costs incurred to implement the CHILLS Operating Agreement. SPP, Proposed Tariff, attach. BA, add. 2 (Conditional High Impact Large Load Service Operating Agreement) (0.0.0), §§ 4.0 (System Planning & Protection), 8.0 (Metering), 12.0 (Cost Responsibility).

[27] Transmittal at 27-28.

[28] SPP, Proposed Tariff, pt. VII, § 47.6 (Extensions for Commencement of Service) (0.0.0).

separate real-time telemetry for each CHILL; (2) submit separate bill meter values for each CHILL; (3) not register as a demand response resource; (4) not be a demand response load; (5) not be a critical load;[29] (6) have an executed service agreement pursuant to Attachment BA and meet curtailment requirements in accordance with the type of supporting resources for the CHILL; and (7) reflect any caps or limits in the CHILL's nonconforming load forecast. SPP proposes that failure to reflect such caps or limits "may result in Curtailment of the CHILL."[30]

14. With respect to the first two requirements, SPP states that having separate telemetry and billing is necessary to ensure transparent data for each CHILL in real-time and to correctly bill transmission customers. For the third and fourth requirements, SPP states that transmission customers receiving CHILLS should not be eligible to participate in the market for demand response because they are receiving a reduced level of transmission service with a different rate structure and a different curtailment priority. As for the fifth requirement, SPP states that critical loads are prohibited from taking CHILLS due to the possibility of curtailment. Regarding the sixth requirement, SPP explains that CHILLS must choose a participation option to ensure that SPP is aware of whether a CHILL is supported by specific resources, which enables SPP to properly study CHILLS requests and correctly apply operational checks on the CHILL. SPP states that the final requirement to reflect any caps or limits on the CHILL's non-conforming load forecast ensures that SPP has adequate operational visibility and avoids impacts on other parts of the transmission system. SPP asserts that, together, these requirements are just and reasonable because CHILLs are large enough to affect the transmission system and have an outsized impact on reliability.[31]

15. For resources supporting a CHILL, SPP proposes that such resources must submit resource offers sufficient to cover forecasted withdrawals by the CHILL. SPP proposes that if a resource supports more than one CHILL, the resource registrations must be split such that there are the same number of registered resources as the number of CHILLs the resources support. In addition, SPP proposes to require that any demand bids associated with CHILLs be submitted as fixed rather than price-sensitive. SPP states that this limitation is necessary to ensure certainty as to the MW amount forecasted for use by the

[29] SPP defines a critical load as "[l]oad that is: (1) critical to delivering natural gas, fuel oil, or other necessary fuels to generators; or (2) identified as critical by an applicable regulatory authority." SPP, Tariff, attach. AE (MPL), § 1.1 (Definitions C) (11.1.0).

[30] SPP, Proposed Tariff, attach. AE (MPL), § 2.22.1 (Conditional High Impact Large Load) (1.0.0), § 2.22.1(b)(7).

[31] Transmittal at 33-34.

CHILL to guide curtailment decisions and whether the supporting resource has submitted offers that cover the forecasted withdrawals by the associated CHILL.[32]

16. SPP further proposes that generating resources with Load Limited Resource Interconnection Service (LLRIS) must follow the rules and restrictions in their HILLGIAs and must ensure that the sum of their maximum economic capacity operating limits does not exceed the submitted load forecast value of the corresponding CHILL, except when directed by the transmission provider to mitigate emergency conditions or as specified in the HILLGIA.[33] SPP states that this means that the market can commit and dispatch supporting resources at MWs less than or equal to the CHILL if the market can serve the CHILL more economically than the supporting resource. SPP further states that this ensures that the resource is available to the market and may be dispatched higher if needed to mitigate emergency conditions.[34]

17. Finally, SPP proposes that behind-the-meter resources that support a HILL and are registered in the Integrated Marketplace must: (1) not inject into the transmission system without appropriate transmission service for the load meter settlement location associated with the behind-the-meter generation; and (2) submit day-ahead and real time balancing market offers where the resource maximum normal, economic, regulation, and emergency capacity operating limit must not exceed the projected demand at that load meter settlement location for an operating hour or dispatch interval, unless the resource has appropriate transmission service.[35]

B. Eligibility, Application, and Study Process

18. SPP proposes three avenues by which a transmission customer could obtain CHILLS: Attachments AQ, AX, and BC. SPP states that if a transmission service request is granted for a new or modified HILL delivery point under Attachment AQ (i.e., the transmission customer has sufficient designated resources to cover the HILL delivery point and existing load), and the transmission service is limited until network upgrades identified through the studies in Attachment AQ are in service, the transmission customer

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[32] *Id.* at 34-35.

[33] SPP, Proposed Tariff, attach. AE (MPL), § 2.22.2, (1.0.0) § 2.22.2 (2). These requirements are already applicable to HILLs. *See* HILL/HILLGA Order, 194 FERC ¶ 61,031 at P 32.

[34] Transmittal at 35.

[35] SPP, Proposed Tariff, attach. AE, (MPL) § 2.22.2 (1.0.0), § 2.22.2(3).

may obtain CHILLS for the amount of requested transmission service that cannot be served with firm transmission service until the network upgrades are in service.[36]

19. SPP explains that if a transmission customer does not have sufficient designated resources to cover a new or modified HILL delivery point and its existing load, or does not desire to use its designated resources to study the interconnection of a HILL, the transmission customer may proceed through the study process in Attachment AX.[37] SPP states that a transmission customer may be eligible for CHILLS if: (1) the planned resources submitted through Attachment AX reach commercial operation; and (2) any upgrades identified in the load connection study are in service. SPP states that CHILLS will be limited to the MW amount of transmission service requested through Attachment AX.[38]

20. SPP states that if a transmission customer desires to establish a new HILL delivery point but does not have sufficient designated resources to establish the delivery point under Attachment AQ or planned resources to establish the delivery point under Attachment AX, the transmission customer may establish the delivery point under the proposed Attachment BC. SPP states that, to use Attachment BC, a transmission customer must have sufficient generating capacity, with an accredited MW value pursuant to Attachment AA (Resource Adequacy), to support the HILL.[39]

21. SPP explains that if the transmission customer meets the eligibility requirements for CHILLS under Attachments AQ, AX, or BC, the transmission customer must also satisfy the eligibility requirements under section 4.1 of Attachment BA. In particular, SPP proposes to require that a transmission customer seeking CHILLS must either have (1) sufficient designated resource capacity to serve its existing network load plus the existing and proposed CHILL, including losses; or (2) sufficient generating capacity that is not a designated resource and has an accredited MW value determined pursuant to Attachment AA that is sufficient to cover the entire CHILL, including losses. Section 4.1 of Attachment BA further provides that the supporting generation could be: (1) behind-the-meter generation as defined in Attachment AE (Integrated Marketplace); (2) a generating facility as defined in Attachment BB; or (3) any other generating resource

[36] Transmittal at 19.

[37] *Id.*

[38] *Id.* at 19-20.

[39] *Id.* at 20.

with generator interconnection service under the Tariff, subject to certain location requirements.[40]

22. Additionally, to obtain CHILLS, a transmission customer must submit an application that includes, among other things: (1) all information necessary for SPP to complete a credit assessment pursuant to its credit policy; (2) information about existing loads and resources that currently receive transmission service; (3) the amount and location of any interruptible loads included in the existing load served by long-term service and CHILLS load, including the summer and winter capacity requirements for each interruptible load; (4) descriptions of both on-system and off-system designated resources serving load under long-term service; and (5) descriptions of the transmission system, including load flow and stability data.[41] SPP states that it will acknowledge receipt of the application and will provide applicants a date by which it will provide a response and tender a CHILLSA.

23. Under SPP's proposal, a request for CHILLS will be studied pursuant to Attachment BA, as well as Attachments AQ, AX, or BC, as applicable. SPP does not propose revisions to the study processes in Attachments AQ or AX, but proposes to allow a transmission customer to use Attachment AX where the customer has sufficient designated resources but does not want to use them to support the increased load plus losses being studied.[42] SPP asserts that the proposed revisions to Attachment AX will provide transmission customers flexibility in deciding what designated resources will be associated with new load additions when studied for firm transmission service.

24. Similar to Attachments AQ and AX, proposed Attachment BC requires a load connection study and a transmission system study.[43] At the conclusion of the studies under Attachment BC, SPP will provide the transmission customer with a HILL Delivery Point Limitations Assessment (HDPLA), which details the limitations of the transmission system in serving the new delivery point. The HDPLA does not establish a delivery point for load studied under Attachment BC (i.e., load that does not have sufficient existing or planned designated resources) until after the transmission customer executes a service

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[40] SPP, Proposed Tariff, attach. BA, § 4 (0.0.0), § 4.1 (Eligibility).

[41] Transmittal at 17-18; SPP, Proposed Tariff, pt. VII, § 47.1 (Application) (0.0.0).

[42] Transmittal at 12, 22. SPP explains that, traditionally, transmission customers have planned their designated resources for serving their existing loads and any organic load growth, and they may not want to use those designated resources for new load additions, especially those the size of HILLs. *Id.* at 12.

[43] *Id.* at 22-23; SPP, Proposed Tariff, attach. BC, § 2.0 (Studies) (0.0.0).

agreement pursuant to Attachments AQ, AX, or BA. The HDPLA expires one year after its issuance.[44]

25. SPP explains that, after it completes the applicable study processes under Attachments AQ, AX, BA, and BC, it will determine the CHILLS Reserved Capacity that will be granted for the CHILLS. SPP states that if it determines that there will not be adequate transfer capability to satisfy the full amount of requested CHILLS Reserved Capacity due to considerations of the transmission system or any third-party systems, SPP will offer a portion of the requested capacity that can be accommodated without the addition of any facilities.[45]

26. SPP also proposes that, within one year of the execution of the CHILLSA, a transmission customer receiving CHILLS at a delivery point established under Attachment BC must submit a request for study under Attachments AQ or AX.[46] Further, SPP proposes that a transmission customer must execute a service agreement under Attachment AQ or AX within one year after submitting such a request, and a failure to do so will result in the termination of the CHILLSA.[47] SPP explains that by ultimately obtaining long-term transmission service, the transmission customer can rely on firm transmission service, and SPP can engage in long-term planning for service to HILLs and all existing and new loads.[48]

C. Rates for CHILLS

27. SPP proposes a new Schedule 15 to outline the charges related to CHILLS. SPP states that CHILLS Customers will be billed the zonal rate, which is the hourly rate applicable to non-firm point-to-point transmission service for the specific hour of the CHILLS usage, based upon the zone in which the CHILL is located. SPP states that the

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[44] SPP, Proposed Tariff, attach. BC, § 2.0 (0.0.0), § 2.2 (Transmission System Study).

[45] Transmittal at 23; SPP, Proposed Tariff, pt. VII, § 47.7 (Assessment of Requested CHILLS Reserved Capacity) (0.0.0).

[46] SPP, Proposed Tariff, pt. VII, § 44.1 (Term) (0.0.0). SPP explains, however, that if a transmission customer who creates or modifies a HILL delivery point through Attachment BC later submits the same delivery point, without modification, for study under Attachments AQ or AX, an additional load connection study will not be required. Transmittal at 22.

[47] SPP, Proposed Tariff, attach. BA, add. 1, (0.0.0), § 10.0.

[48] Transmittal at 14.

hourly rate will be calculated based on either the CHILLS Reserved Capacity or, if curtailed, the limit specified by the curtailment. SPP explains that using hourly non-firm point-to-point transmission service rates is appropriate because it addresses the expected dynamic use of the transmission system due to the curtailable nature of the service.[49] In addition, SPP proposes that CHILLS Customers will be responsible for base plan zonal and regional charges under Schedule 11, as well as any applicable ancillary services costs, wholesale distribution charges, and real power losses.[50]

28. SPP proposes that the total zonal charge under Schedule 11 in any month for usage up to the CHILLS Reserved Capacity will not exceed the Schedule 11 point-to-point zonal monthly rate times the amount in kilowatts of CHILLS Reserved Capacity in such month. Similarly, SPP proposes that the total Schedule 11 region-wide charge in any month for usage up to the CHILLS Reserved Capacity will not exceed the Schedule 11 point-to-point region-wide rate times the kilowatts of CHILLS Reserved Capacity in such month.[51]

29. SPP further proposes that, in the event a CHILLS Customer exceeds its CHILLS Reserved Capacity amount at any point of delivery, the CHILLS Customer must pay (in addition to the charges for the CHILLS capacity used) a penalty charge equal to 100% of the non-firm point-to-point transmission service charges under Schedules 8 and 11 for the period when the additional service was used during the month for the amount in excess of such capacity reservation. SPP states that, under proposed section 44.4 of the Tariff, an excess of one hour or less will be billed at the charge for weekday deliveries, repeated daily use of unreserved capacity within a seven-day period will increase the duration of the period to a weekly duration, and multiple instances of unreserved use during more than one seven-day period during a calendar month will increase the duration of the period to a month.[52] SPP proposes to compensate transmission owners for the service by allocating penalty revenues to them. This compensation to transmission owners will consist of 100% of the: (1) CHILLS charge; (2) base plan zonal charge; and (3) region-wide charge for the period for which they have provided service.[53] SPP proposes that, for

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[49] *Id.* at 29-30.

[50] SPP, Proposed Tariff, Schedule 15 (Conditional High Impact Large Load Service) (0.0.0).

[51] *Id.* § 6 (Base Plan Zonal Charges and Region-wide Charges).

[52] Transmittal at 30-31; *see* SPP, Proposed Tariff, pt. VII, § 44.4 (Classification of Conditional High Impact Large Load Service) (0.0.0).

[53] SPP, Proposed Tariff, pt. VII, § 44.4 (Classification of Conditional High Impact Large Load Service) (0.0.0).

the amounts exceeding the CHILLS capacity reservation, the penalized transmission customer must purchase losses pursuant to section 45.4 of the Tariff.[54] SPP proposes to use any penalty funds that exceed the compensation described above to decrease Schedule 1-A (Tariff Administrative Services) charges to all transmission customers and network customers, excluding the penalized CHILLS Customer. SPP asserts that application of Schedule 8 and Schedule 11 charges is appropriate because unreserved use at a CHILL delivery point will be monitored and charged at a time granularity similar to non-firm point-to-point transmission service. SPP states that this treatment aligns with how SPP treats non-firm point-to-point transmission service unreserved use.[55]

D. Curtailment and Load Shedding

30. SPP proposes that it be able to curtail CHILLS, in whole or in part, when emergency conditions or other unforeseen conditions, including transmission constraints, threaten to impair the reliability of the transmission system. For example, SPP states that it may reduce CHILLS when a transmission constraint cannot be directly addressed within the Security Constrained Unit Commitment algorithm. SPP proposes to notify all affected transmission customers and transmission owners of any scheduled curtailment in either a timely manner or as soon as practical when it is impractical to provide advanced notifications. SPP proposes that, before the CHILLS commencement date, it will establish load shedding and curtailment processes for CHILLS pursuant to the CHILLS Operating Agreement and the Tariff, in coordination with the affected transmission owner(s) and the transmission customer.[56]

31. If the transmission customer has sufficient designated resource capacity to serve existing network load plus the existing and proposed CHILLs, SPP proposes to require CHILLS to be curtailable in the event of: (1) transmission limitations; (2) system CHILLs curtailments; (3) emergency conditions; or (4) a local reliability issue.[57] If the transmission customer does not have sufficient designated resource capacity to serve existing network load plus existing and proposed CHILLs, but instead has sufficient generation capacity to cover the entire CHILL, SPP proposes to require CHILLS to be curtailable under the following conditions: (1) in the event the available capacity for the supporting resources is less than the CHILL; (2) in the event of transmission limitations; (3) in the event of a local reliability issue; (4) due to an unfavorable net impact to the

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[54] *Id.*; *see also id.* § 45.4 (Real Power Losses) (0.0.0).

[55] Transmittal at 30-31.

[56] *Id.* at 14-15, 28, 38-39; SPP, Proposed Tariff, pt. VII, § 48 (Load Shedding and Curtailments) (0.0.0).

[57] SPP, Proposed Tariff, attach. AE (MPL), § 2.22.1(1.0.0), § 2.22.1(c).

transmission system during system CHILLS curtailments; or (5) in the event of emergency conditions.[58]

32. SPP proposes that if the transmission customer fails to fully respond to load shedding or curtailment instructions, the transmission customer will be assessed a penalty equal to 100% of the non-firm point-to-point transmission service charges under Schedules 8 and 11 for the duration of the period when excess service was used. SPP proposes that an excess of one hour or less will be billed at the charge for weekday deliveries of transmission service. SPP proposes that repeated daily use of excess capacity within a seven-day period will mean that the penalty will be calculated as though excess capacity was used for the entire week, and multiple instances of excess capacity used during more than one seven-day period during a calendar month will mean that the penalty will be calculated as though excess capacity was used for the entire month.[59]

33. SPP proposes adding CHILL Curtailments to the list of topics specifically within the scope of the Southwest Power Pool Market Monitoring Unit's (SPP MMU) activities because of the potentially significant impact of a CHILL on SPP's markets.[60]

34. SPP proposes to require a CHILL that is located at the same point of delivery as another load to have a separately metered quantity, apart from any network load served and any generation located at the same delivery point, because CHILLS "must be billed differently and distinctly than other transmission service taken at the same point of delivery."[61] Further, SPP states that when network load and a CHILL are located at the same point of delivery with behind-the-meter generation, the network load must be adjusted for any excess hourly generation above the CHILLS Reserved Capacity.[62] SPP adds that it is necessary to adjust the network load by adding the amount of excess hourly generation to ensure all generation and load amounts are properly addressed through settlement and to prevent any netting of loads reported for NITS. SPP states that if a

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[58] *Id.* § 2.22.1(d).

[59] Transmittal at 30; SPP, Proposed Tariff, pt. VII, § 44.4 (Classification of Conditional High Impact Large Load Service) (0.0.0).

[60] Transmittal at 35.

[61] *Id.* at 25.

[62] SPP proposes to calculate the excess hourly generation as the minimum of the CHILLS load and the CHILLS Reserved Capacity, plus hourly generation amount, less the CHILLS Reserved Capacity. SPP, Proposed Tariff, attach. BA, add. 1 (Form of Service Agreement for Conditional High Impact Large Load Service) (0.0.0), § 17.0 (CHILLS Load).

CHILL ultimately transitions to firm transmission service, the transmission customer will be required to take the same type of transmission service for all load located at the same point of delivery.[63]

III. Notice and Responsive Pleadings

35. Notice of SPP's filing was published in the *Federal Register*, 91 Fed. Reg. 7272 (Feb. 17, 2026), with interventions and protests due on or before March 3, 2026.

36. Timely motions to intervene were filed by: Advanced Energy United (Advanced Energy); American Electric Power Service Corporation, on behalf of its affiliates Public Service Company of Oklahoma, Southwestern Electric Power Company, AEP Oklahoma Transmission Company, Inc., and AEP Southwestern Transmission Company, Inc. (collectively, AEP); Associated Electric Cooperative, Inc. (AECI); Basin Electric Power Cooperative; Constellation Energy Generation, LLC; Electric Power Supply Association; Enchanted Rock, LLC; Geronimo Power, LLC; ITC Great Plains, LLC (ITC Great Plains); Kansas Electric Power Cooperative, Inc.; Municipal Energy Agency of Nebraska; Oklahoma Gas and Electric Company; Omaha Public Power District; Public Citizen, Inc.; Solar Energy Industries Association (SEIA); Southwest Power Pool Transmission Owner Group (SPP TO);[64] the SPP MMU; Sunflower Electric Power Corporation; Western Area Power Administration; and Western Farmers Electric Cooperative. Louisiana Public Service Commission filed a notice of intervention.

37. Advanced Energy, ITC Great Plains, SEIA, the SPP MMU, and SPP TOs timely filed comments. AECI and Enchanted Rock timely filed protests.

38. On March 20, 2026, SPP filed a motion for leave to answer and answer to the comments and protests.

39. On March 30, 2026, a deficiency letter was issued informing SPP that its filing was deficient and that additional information was necessary to process its filing (Deficiency Letter).[65] On April 29, 2026, SPP filed a response to the Deficiency Letter (Deficiency Response).

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[63] Transmittal at 25-26.

[64] SPP TOs include: AEP; Evergy Kansas Central, Inc.; Evergy Metro, Inc.; Evergy Missouri West, Inc.; Oklahoma Gas and Electric Company; and Xcel Energy Services Inc., on behalf of its affiliate Southwestern Public Service Company.

[65] *Sw. Power Pool, Inc.*, Docket No. ER26-1323-000 (Mar. 30, 2026) (Deficiency Letter).

40. Notice of SPP's Deficiency Response was published in the *Federal Register*, 91 Fed. Reg. 23987 (May 4, 2026), with interventions and protests due on or before May 20, 2026.

A. Comments

41. Advanced Energy, ITC Great Plains, SEIA, and SPP TOs filed comments in support of SPP's proposal. Several commenters highlight that the electric industry, including in SPP, is experiencing a surge in requests to interconnect large, concentrated loads such as data centers, which present resource adequacy concerns if not managed correctly.[66] Commenters contend that CHILLS builds on SPP's HILL/HILLGA framework to address these challenges and offers an accelerated path towards transmission service that maintains reliability.[67] Commenters also assert that CHILLS is narrowly tailored and functions within the Commission's open access requirements.[68]

42. SPP TOs contend that the CHILLS proposal does not prejudice any category of customers because any HILL customer can use CHILLS. SPP TOs further contend that the Commission has found similar proposals to be just and reasonable and not unduly discriminatory or preferential, and should do so here consistent with that precedent.[69]

43. Additionally, commenters contend that CHILLS bridges the gap between the time a transmission customer seeks long-term transmission service and when the necessary network upgrades become operational, enabling such customers to access transmission service.[70] SPP TOs add that SPP's requirements for transmission customers seeking CHILLS to submit a request for study under Attachments AQ or AX within one year of executing a CHILLSA ensures that CHILLS is a bridge to long-term firm transmission

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[66] Advanced Energy Comments at 1-2; SEIA Comments at 2-3; SPP TOs Comments at 2-3, 12.

[67] Advanced Energy Comments at 4-5, 6-7; ITC Great Plains Comments at 2, 7; SEIA Comments at 2-3; SPP TOs Comments at 11-13.

[68] Advanced Energy Comments at 5; SEIA Comments at 4.

[69] SPP TOs Comments at 16-17 (citing *Sw. Power Pool, Inc.*, 192 FERC ¶ 61,062 (2025), *order on reh'g*, 194 FERC ¶ 61,051 (2026); *Midcontinent Indep. Sys. Operator, Inc.*, 192 FERC ¶ 61,064 (2025), *order on reh'g*, 194 FERC ¶ 61,050 (2026); *PJM Interconnection, L.L.C.*, 190 FERC ¶ 61,084 (2025); *PJM Interconnection, L.L.C.*, 193 FERC ¶ 61,217 (2025)).

[70] Advanced Energy Comments at 2-3; SEIA Comments at 3; SPP TOs Comments at 6.

service and provides transmission customers adequate time to obtain firm service while incentivizing them to obtain the required designated resources or network upgrades.[71] Several commenters also note that CHILLS is designed to be a temporary solution and that this should deter speculative use and support reliability.[72]

44. Several commenters note that SPP's proposal also includes various safeguards to mitigate the risks of interconnecting CHILLs, including: (1) ensuring that network upgrades will not be required to establish a delivery point solely for CHILLS and instead allowing CHILLs to be served by the transmission system when it can reliably serve the load until the customer can obtain sufficient designated resources or the needed network upgrades are completed for long-term service; (2) preventing transmission customers from obtaining CHILLS for critical loads or registering as a demand response resource or demand response load; (3) requiring transmission customers to establish load shedding and curtailment procedures; (4) establishing penalties for overuse and non-compliance with curtailment directives; and (5) requiring separate metering and telemetry data for a CHILL.[73] SEIA further notes that CHILLS does not relieve customers of study or construction responsibilities but rather provides that the transmission customer and host transmission owner must still construct any facilities required pursuant to the load connection studies. SEIA adds that if SPP identifies a third-party impact during the study process, the transmission customer must reach an agreement with the impacted third party, and if such issues are not resolved, SPP will terminate CHILLS. SEIA contends that this requirement prevents CHILLS from externalizing cost impacts onto neighboring systems or other transmission customers.[74]

45. Advanced Energy asserts that, although CHILLS paired with local generation should not have a significant effect on pricing, there remains a risk of creating congestion, which consequently increases locational marginal prices. Advanced Energy argues that these impacts should be monitored but also notes that SPP will conduct power flow studies and other analyses to assess the impacts of increased load on the transmission system, and it will have real-time telemetry for the load for operational purposes, which will help mitigate congestion impacts.[75]

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[71] SPP TOs Comments at 6.

[72] Advanced Energy Comments at 5; SEIA Comments at 6.

[73] ITC Great Plains Comments at 3-6; SEIA Comments at 4-5; SPP TOs Comments at 6-7, 14-15.

[74] SEIA Comments at 5-6.

[75] Advanced Energy Comments at 7-9.

46. ITC Great Plains also states that SPP's proposal ensures that transmission service taken by network load located at the same point of delivery as CHILLS and behind-the-meter generation is not improperly netted against any excess output of that generation. ITC Great Plains emphasizes that studying and metering CHILLS on a gross basis, rather than netting against behind-the-meter generation, is appropriate. ITC Great Plains contends that netting the withdrawals of CHILLs against their supporting generation would obscure their actual use of the grid and the benefits they derive therefrom, introduce the possibility for large instantaneous load changes on the system, and increase transmission prices.[76]

47. The SPP MMU states that the Commission should find SPP's proposal to be just and reasonable but proposes several suggestions that it states would enhance SPP's proposal. The SPP MMU states that it supports SPP's plan to update its Emergency Operating Plan to specify that curtailment for CHILLS Customers with sufficient designated resources will be initiated prior to Reliability Registered Demand Response, which is part of SPP's separate Demand Response and Peak Demand Assessment proposal pending in Docket No. ER26-2249-000.[77] The SPP MMU adds that SPP's CHILLS proposal would benefit from a clarifying statement that SPP will only commit reliability status resources or make local reliability commitments to serve firm load.[78]

48. The SPP MMU recommends that SPP monitor CHILLs that have sufficient designated resources over time to determine whether there are any changes in the supporting generation because a Load Responsible Entity's (LRE) load could grow or existing generation could retire.[79] The SPP MMU also suggests that SPP should reassess allowing LREs to use the same capacity to cover a CHILL that is used to meet their resource adequacy requirement and should design strong incentives for CHILLs to respond to curtailment instructions.[80]

49. The SPP MMU further suggests that generating resources supporting a CHILL be expressly barred from being designated as a System Support Resource to better align CHILL coverage with the resource's actual availability and intended use. The SPP MMU also recommends that additional documentation requirements be adopted to improve transparency and consistency related to the evaluation and standards for run-time-limited

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[76] ITC Great Plains Comments at 3-4.

[77] SPP MMU Comments at 2.

[78] *Id.*

[79] *Id.*

[80] *Id.* at 2-3.

resources dedicated to CHILLs.[81] The SPP MMU urges SPP to implement strong incentives for CHILLS Customers to respond to curtailment instructions and develop clear guidelines for monitoring and charging CHILLS Customers for overuse. The SPP MMU adds that SPP should design a mechanism to address market harm associated with uninstructed deviations when curtailment directives are not followed.[82] The SPP MMU also states that it supports SPP's efforts to incentivize CHILLs, HILLs, and other non-conforming loads to provide accurate load forecasts, which are essential to efficient unit commitment and proper real-time price formation.[83]

50. The SPP MMU also contends that SPP's formula for determining network load when CHILLS load and behind-the-meter generation are at the same delivery point is incorrect. The SPP MMU suggests that excess generation should be the generation above the actual CHILLS load instead of the generation above the CHILLS Reserved Capacity.[84]

B. Protests

51. AECI states that some elements of the CHILLS proposal lack detail, including how CHILLS load will be curtailed and how SPP will coordinate with affected systems during the CHILLS interconnection process.[85] AECI notes that its transmission system shares seams with its neighbors, including SPP, and that there is coordination when one entity determines that the interconnection of a generating facility on its transmission system may cause a reliability problem on another.[86] In particular, AECI explains that AECI and SPP are parties to a Joint Operating Agreement (AECI-SPP JOA) to cooperate on operational, transmission planning, and other affected system coordination matters, particularly providing coordination frameworks during studies of generator interconnection and/or long-term firm transmission service.[87] AECI asserts that while the definition of HILLGA in SPP's Tariff states that it evaluates the impact of a proposed

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[81] *Id.* at 3.

[82] *Id.*

[83] *Id.*

[84] *Id.* at 4 (citing Transmittal at 25-26; SPP, Proposed Tariff, attach. BA, add. 1 (0.0.0), §17.0 (CHILLS Load)).

[85] AECI Protest at 3.

[86] *Id.* at 3-4.

[87] *Id.* at 4.

interconnection on the safety and reliability of the transmission system and, if applicable, an affected system, the CHILLS proposal lacks this clarity. AECI seeks clarification as to whether affected system operators will have a formal role and study rights under the CHILLS framework comparable to those provided for in the SPP generator interconnection process and the AECI-SPP JOA.[88]

52. AECI also seeks clarification regarding the concrete steps SPP plans to take to curtail loads receiving CHILLS if there is insufficient transmission capacity to serve the CHILL.[89] AECI asserts that SPP does not propose clear language regarding the coordination of load shedding and curtailment with affected systems, nor does SPP provide details regarding how the curtailment process will be implemented. Specifically, AECI asserts that it is unclear whether curtailment will apply uniformly to CHILLS Customers or how an affected system operator will be able to curtail CHILLS should it need to do so. AECI asserts that rather than address curtailment on a case-by-case basis, SPP should establish a uniform process that is transparent and consistently applied so that transmission owners and operators understand the actions they are required to take.[90] AECI argues that, at minimum, the Commission should direct SPP to implement a standardized framework that defines: (1) the events that will trigger curtailment; (2) the roles and responsibilities of SPP, the affected system owner(s), and the transmission customer; and (3) the procedures for coordinating with the affected system.[91]

53. AECI further asserts that SPP's proposed penalty structure for transmission customers that fail to follow curtailment instructions could be undermined by CHILLS Customers' large financial resources.[92] AECI asserts that any fees levied by SPP for a failure to follow curtailment instructions would likely have minimal impact on hyper-scale data centers, thereby undermining the objective of maintaining transmission system reliability during periods of congestion.[93]

54. Enchanted Rock states that while it is generally supportive of the CHILLS proposal, SPP has not demonstrated that its proposed "emergency override provisions" are just and reasonable. Enchanted Rock states that these provisions require that the

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[88] *Id.* at 4-5.

[89] *Id.* at 5.

[90] *Id.* at 5-6.

[91] *Id.* at 6.

[92] *Id.* at 6-7.

[93] *Id.* at 7.

maximum economic capacity operating limits of supporting resources with LLRIS *may* exceed the submitted HILL or CHILL load forecast value of the corresponding HILL or CHILL "when directed by the Transmission Provider to mitigate Emergency Conditions or as specified in the Resource's generator interconnection agreement."[94] Enchanted Rock argues that these provisions would allow SPP to curtail the CHILLS Customer and simultaneously dispatch the supporting HILLGA resource, interconnected via LLRIS, to serve the broader market. According to Enchanted Rock, this framework effectively requires CHILLS Customers to provide a curtailment value twice—first by having their HILLGA resource dispatched to neutralize the CHILLS Customer's impact on the transmission system and again through load curtailment—while depriving them of access to their dedicated resource during emergencies.[95]

55. Enchanted Rock asserts that this outcome undermines a core purpose of the CHILLS and HILL/HILLGA framework: ensuring that HILLGA resources remain available to serve the curtailed CHILLS Customer so that the CHILLS Customer can continue to meet its own power needs from its dedicated generation during transmission constraints or emergencies.[96] Enchanted Rock argues that CHILLS Customers would face significant operational risk if their HILLGA resources are diverted to support the broader market and will be unable to rely solely on HILLGA resources to serve them during emergency conditions, which will disincentivize HILLs from using CHILLS under the proposed construct.[97]

56. Enchanted Rock further contends that the proposed emergency override provisions would impose unjust and unreasonable costs on CHILLS Customers by forcing them to procure and maintain separate full-capacity backup generation and to procure firm fuel transportation rights for both the HILLGA and the additional backup generation.[98] Enchanted Rock claims that this outcome would exacerbate regional constraints on natural gas and diesel fuel supplies, potentially affecting other customers and critical sectors during high-stress system conditions.[99]

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[94] Enchanted Rock Protest at 1, 4.

[95] *Id.* at 5.

[96] *Id.* at 6.

[97] *Id.*

[98] *Id.* at 7.

[99] *Id.* at 8.

57. Enchanted Rock requests that the Commission reject SPP's filing without prejudice and direct SPP to refile the CHILLS proposal with the emergency override provisions removed. Alternatively, if the proposal is accepted as filed, Enchanted Rock requests that SPP and stakeholders be directed to develop additional Tariff revisions addressing the concerns identified.[100]

C. SPP Answer

58. SPP explains that it has committed to the SPP MMU to continue to work on its recommendations and implement those deemed necessary to continue to reliably operate the transmission system with the provision of CHILLS. SPP argues, however, that the Commission should not determine the justness and reasonableness of the CHILLS proposal based upon the SPP MMU's preferred recommendations, but instead only on the proposal before it.[101]

59. With respect to the SPP MMU's comments on the formula for determining network load, SPP asserts that the intent of those revisions was to ensure that network load is calculated consistent with the Tariff and is not improperly netted due to the presence of a generator at the same point of interconnection. SPP argues that preventing any netting of loads reported for NITS is consistent with how other network load is prevented from netting when located at the same delivery point as behind-the-meter-generation.[102] SPP does not agree that there is an error in this formula, but states that the relevant language may cause confusion and that SPP would thus delete the last sentence of section 17.0 of the *pro forma* CHILLSA if ordered to do so.[103] SPP argues that its proposed Tariff revisions remain just and reasonable without this sentence because the intent of the language remains clear—to adjust the network load to account for excess generation. SPP notes that the CHILL and supporting generation must both have dedicated metering, while the Tariff does not mandate this for network load. SPP asserts that, because the adjustments to ensure that the metered values properly account for network load can vary with the metering configuration, the exact formula for this calculation is an implementation detail that is not required to be in the Tariff.[104]

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[100] *Id.* at 9.

[101] SPP Answer at 8.

[102] *Id.* at 9.

[103] *Id.* at 9-11.

[104] *Id.* at 11.

60. SPP argues that the Commission is not required to consider AECI's requested modifications because, under FPA section 205, the Commission is limited to considering the proposal submitted by SPP. Further, SPP contends that the Tariff and the CHILLS proposal already account for AECI's concerns. Specifically, SPP asserts that nothing in the CHILLS proposal changes how SPP coordinates with neighboring transmission providers when studying new load additions or modifications. SPP notes that a CHILLS Customer will be required to coordinate with the neighboring transmission provider(s) to resolve any identified issues caused by the new load addition or modification, which is what is required for current transmission customers.[105]

61. Further, SPP disagrees with AECI that the proposed Tariff revisions should implement a standardized framework for the curtailment of CHILLS and a mechanism for physical control of HILLs by transmission operators. SPP asserts that the conditions for CHILLS curtailment are part of SPP's proposed Tariff revisions and that SPP is currently working on the implementation details. SPP states that this includes initiatives responding to the SPP MMU's concerns, considering the appropriate response for a failure to comply with instructions to reduce CHILL load, and considering appropriate integration into the SPP Emergency Operations Plan. SPP maintains that its proposed Tariff revisions are just and reasonable without including details of curtailment procedures and mechanisms of physical control.[106]

62. In response to Enchanted Rock's protest, SPP asserts that its proposed Tariff revisions do not create a special compulsion to sell power to the market beyond that of other interconnected generation. SPP states that its proposal creates a general rule that caps the ability of resources with LLRIS to inject power into the transmission system at the load forecast value of the load they are supporting. SPP explains that it allows for two possible exceptions to the injection cap. The first is when directed by SPP to mitigate emergency conditions, and the second is when specified in the resource's generator interconnection agreement.[107]

63. SPP asserts that the first exception is just and reasonable because it allows SPP to temporarily treat generation with LLRIS like other resources in limited circumstances to maintain reliability. SPP contends that, if emergency conditions arise, it is just and reasonable to give SPP some discretion to allow injections that it would not normally allow to mitigate emergency conditions. SPP further argues that it is not unduly discriminatory to allow the resources to help mitigate an emergency if they are available and it is reliable to do so. SPP argues that the lack of Tariff provisions allowing LLRIS

[105] *Id.* at 11-12.

[106] *Id.* at 13.

[107] *Id.* at 4.

resources the right to support CHILLs under all conditions does not make SPP's proposal unduly discriminatory or preferential. As for the second exception, SPP argues that it only clarifies that there is not a Tariff conflict if this exception is allowed through a separate agreement.[108]

64. SPP disagrees with Enchanted Rock's statement that the availability of resources to support CHILLs is fundamental to SPP's proposal.[109] SPP argues that, if it is critical for these loads to have continuous power, including during emergency conditions, the CHILL must have access to generation or storage that does not require use of the transmission system. SPP asserts that using backup generation to serve onsite load in the event the load has its CHILLS curtailed is not forbidden by the SPP Tariff, so long as the generation is not using the transmission system to do so. Further, SPP states that it may choose not to curtail all CHILLS in the event of emergency conditions where, for example, the continued operation of a CHILLS Customer provides reliability benefits by reducing loading on a flowgate. SPP argues that it should be able to similarly relax the prohibition on net injections to allow resources with LLRIS to help maintain reliability when appropriate.[110]

IV. Deficiency Letter Response

65. In response to a question about the timing of submission of a CHILLS application relative to that of a request for a delivery point addition or modification, SPP explains that customers seeking CHILLS must submit a CHILLS application separately from, but concurrently with, any request to add or modify a delivery point under Attachments AQ, AX, or BC. SPP states that the two steps are independent, similar to how entities currently request NITS or firm point-to-point service, while also requesting delivery point changes. SPP states that both components are necessary to establish a delivery point served by CHILLS, but each component does not follow a single prescribed timeline. SPP states that, because this process mirrors the existing Tariff structure where applications for service and delivery point requests are distinct yet both required, no additional Tariff revisions are needed to clarify the timing.[111]

66. In response to a question about the timeline of when SPP must tender a CHILLSA relative to when an eligible customer submits a valid CHILLS application, SPP acknowledges that the Tariff language needs clarification. SPP agrees that to maintain

[108] *Id.* at 5.

[109] *Id.* at 6.

[110] *Id.* at 6-7.

[111] Deficiency Response at 2.

consistency with other provisions of the proposed Tariff, it will revise on compliance section 44.3 to explicitly state that the CHILLSA will be provided at the completion of the studies under Attachments AQ, AX, BA, and/or BC, if directed by the Commission.[112]

67. In response to requests to explain whether a transmission customer requesting to establish or modify a HILL delivery point must have an existing network operating agreement or point-to-point transmission service agreement, or how such a customer would otherwise submit an HDPLA request under section 1 of Attachment BC, SPP explains that it used section 1 of Attachment AQ as a guide. SPP explains that, pursuant to its current Tariff, only existing transmission customers or network customers are eligible to add or modify a delivery point pursuant to Attachment AQ and, therefore, the transmission customer or network customer must have an existing network operating agreement or firm point-to-point transmission service agreement.[113] SPP states that, because Attachment BC was not intended to be limited to existing transmission customers or network customers, additional Tariff revisions are required for section 1 of Attachment BC to clarify which customers are eligible to submit an HDPLA.[114] Specifically, SPP states that it would revise the third sentence in section 1 of Attachment BC to remove language referring to section 20 of the network operating agreement or the transmission provider as specified in section 8 of the point-to-point transmission service agreement. Further, SPP clarifies that the term "assessment" in section 2.2 of Attachment BC is the HDPLA.[115]

68. In response to a request to explain how and why a customer proceeding through the Attachment BC study process would execute a service agreement under Attachment AQ or AX to establish a HILL delivery point for load that cannot be served by currently planned generation or designated resources, SPP explains that a transmission customer taking transmission service at a HILL delivery point can serve that load either through firm service, CHILLS, or a combination of both.[116] SPP further explains that if the transmission customer takes both firm service and CHILLS at the same delivery point,

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[112] *Id.* at 3.

[113] *Id.* at 4.

[114] *Id.* at 4-5.

[115] *Id.* at 5.

[116] *Id.* at 6.

the load must be separately metered, and the entity may be required to execute a service agreement under Attachments AQ, AX, and/or BA.[117]

69. In response to a question about whether the proposed Tariff revisions allow an eligible customer to request that the transmission provider file an unexecuted CHILLSA or CHILLS Operating Agreement with the Commission, SPP confirms that the proposed Tariff revisions do not allow SPP or transmission customers to file a CHILLSA or CHILLS Operating Agreement unexecuted. SPP asserts that this omission is just and reasonable because CHILLS Customers are not similarly situated to transmission customers taking firm transmission service. SPP contends that CHILLS is a unique, non-firm service with specific terms and conditions that allow SPP to provide CHILLS in addition to the existing transmission services under its Tariff. SPP states that it does not see a need to be able to force a transmission customer to take CHILLS through an unexecuted CHILLSA if the transmission customer is unwilling to take CHILLS under the outlined terms and conditions. SPP argues that a transmission customer should similarly not be able to force SPP to provide CHILLS through an unexecuted CHILLSA.[118]

70. In response to a question about how and under what conditions SPP will shed or curtail CHILLS, SPP explains that CHILLs agree to be curtailable under the conditions described in sections 2.22.1(c) and (d) of Attachment AE of the Tariff.[119] SPP clarifies that none of these conditions include an economic reason and that curtailment or interruption of transmission service under Part II, section 14.7 of the Tariff applies only to non-firm point-to-point transmission service. SPP states that it uses Transmission Loading Relief (TLR) procedures for transaction service associated with an electronic tag (e-Tag). SPP states that, in the event that CHILLS involves use of an e-Tag, TLR procedures could be used in the decision to curtail CHILLS, with equal priority to monthly non-firm point-to-point transmission service. However, SPP explains that if no

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[117] *Id.* at 6-7.

[118] *Id.* at 8.

[119] *Id.* at 9 (citing SPP, Proposed Tariff, attach. AE (MPL), § 2.22.1 (Conditional High Impact Large Load) (1.0.0), §§ 2.22.1(c) ("[T]he CHILL must agree to be curtailable in the event of (1) transmission limitations, (2) system CHILL Curtailments (3) under Emergency Conditions, or (4) a Local Reliability Issue."), 2.22.1(d) ("[T]he CHILL must agree to be curtailable (1) when the sum of the available capacity for the supporting Resources is less than the CHILL, (2) due to transmission limitations, (3) due to a Local Reliability Issue, (4) due to an unfavorable net impact to the transmission system during system CHILL Curtailments, or (5) due to Emergency Conditions.")).

e-Tag is associated with CHILLS, the CHILLS impact is considered with other market flow for TLR processes.[120]

71. In response to a question about whether CHILL and CHILLS reductions under Attachment AE of the Tariff will be monitored for non-discriminatory treatment by the SPP MMU, SPP explains that these reductions will be monitored by the SPP MMU under its authority described in Attachment AG, section 4.2. SPP explains that the SPP MMU submitted comments during the stakeholder process recommending this more general approach given that manual resource commitments, which are verified by the SPP MMU, will be evaluated differently than CHILL curtailments.[121]

72. In response to a request to clarify the CHILLS commencement date extension and CHILLS Reserved Capacity extension in proposed section 47.6 of Part VII of the Tariff, SPP explains that the original transmission customer that requests an extension of its CHILLS commencement date will agree to and reaffirm its commitment to pay the full service term, beginning on the new service commitment date. SPP asserts that this is consistent with both section 17.7 of the Tariff and section 17.7 of the Commission's *pro forma* Open Access Transmission Tariff. SPP further explains that, to keep its CHILLS Reserved Capacity in this scenario, the original transmission customer must: (1) pay one month of the CHILLS monthly transmission rate; and (2) pay for CHILLS at the rates for the applicable zone at that time when the service commences.[122]

73. In response to questions about the lack of a subregional charge for the CHILLS rate in Schedule 15 and for overuse penalties in Part VII, section 44.4 of the proposed Tariff, SPP explains that the filing establishing subregional charges was pending before the Commission when SPP was developing proposed Schedule 15 and section 44.4 in the instant filing.[123] SPP states that it agrees that the rate in Schedule 15 and the overuse charge penalty in section 44.4 should include the subregional charge, as included in

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[120] *Id.*

[121] *Id.* at 10 (citing SPP, Proposed Tariff, attach. AG, § 4 (Market Monitoring Scope) (9.0.0), § 4.2(s)).

[122] *Id.* at 12.

[123] The Commission has since accepted SPP's filing establishing subregional charges. *Sw. Power Pool, Inc.*, 193 FERC ¶ 61,244 (2025), *order on reh'g*, 195 FERC ¶ 61,134 (2026).

Schedule 11, and SPP proposes to amend Schedule 15, paragraph 6, and section 44.4 to add the applicable Schedule 11 subregional charge on compliance if directed to do so.[124]

74. SPP also responded to questions about how SPP accounts for the scenario where network load and a CHILL are located at the same point of delivery with behind-the-meter generation. Specifically, in response to a question about why SPP proposes to calculate excess hourly generation of behind-the-meter generation in this arrangement based on the CHILLS Reserved Capacity rather than the actual CHILLS load, SPP states that it proposes to adopt the following revisions to section 17.0 of the CHILLSA if directed to do so by the Commission (deletions are marked in strikethrough and additions are underlined):

> For instances where both Network Load and CHILLS load are located at the same point of delivery with Behind-The-Meter Generation, as defined in Attachment AE of the Tariff, the Network Load must be adjusted ~~for any excess hourly generation above the CHILLS Reserved Capacity~~ to (1) add the hourly output of any Behind The-Meter Generation that is located on the Network Load side of the Network Integration Transmission Service ("NITS") meter and is not behind a CHILLS meter, and (2) subtract the positive (inflow, or CHILLS load) or negative (outflow) amount registered on any CHILLS meter located behind the NITS meter.

75. SPP explains that, where the generator is located on the network load side of the NITS meter and is not behind a CHILLS meter, the output of such generator cannot be used to meet the CHILLS curtailment requirement because the generator is serving network load. SPP explains that, however, if the CHILLS Customer's supporting behind-the-meter generation is not so located, the generator could be used by the customer to meet its CHILLS curtailment requirement. SPP states that the proposed modifications address the gross-up of network load when it is being offset by behind-the-meter-generation, which serves to clarify that when a generator is located on the network load side of the NITS meter and is not behind a CHILLS meter, the output of such generator cannot be used to meet the CHILLS curtailment requirement because the generator is serving network load.[125]

76. Relatedly, in response to a question about how adjustments to network load for excess hourly generation above the CHILLS Reserved Capacity can vary with the metering configuration, SPP states that the proposed Tariff language requires separate

[124] Deficiency Response at 13-14.

[125] *Id.* at 16.

metering, but the specific configuration of such metering is not specified. SPP explains that, as a result, the treatment of the metered quantities will vary, depending on the metering configuration, in order to appropriately gross up generation located on the network load side of a NITS meter and to allow a CHILLS-supporting generator that is not so located to be used in meeting curtailment directives.[126]

77. In response to a question about whether proposed language in section 17.0 of the *pro forma* CHILLSA establishes a metering requirement for network load in order to provide the "firm load" amounts that are referenced in that language, SPP states that the proposed language does not establish a new metering requirement for network load in order to provide the firm load amounts. SPP explains that the *pro forma* network integration transmission service agreement already requires that network load be separately metered. SPP states that the requirement for separate metering of CHILLS load proposed in section 17.0 of the *pro forma* CHILLSA parallels the requirement included for network load, and this requirement ensures that CHILLS load will remain distinct from network load.[127]

78. In response to a question about whether the same capacity used to cover a CHILL is allowed to be used in an LRE's workbook to meet an LRE's resource adequacy requirement, SPP explains that for transmission customers that are granted firm transmission service for a HILL under Attachment AQ but are limited in providing firm transmission service because of needed network upgrades, CHILLS can serve the HILL for the portion of the HILL that cannot be served on a firm basis until network upgrades are in service. SPP states that during the Attachment AQ study process, transmission customers must demonstrate that they have sufficient designated resources to serve their current firm load plus the addition of the HILL. SPP notes that as with other firm load delivery points, HILLs will be supported by all of a transmission customer's designated resources. Additionally, SPP explains that although a HILL that is being served by firm transmission service will be included in the forecasts of an LRE's net peak demand, any portion of the HILL that is served by CHILLS would not be included in an LRE's net peak demand.[128]

79. In response to a question asking why there were two sections with the same numbering in SPP's proposed Schedule 15, SPP explains that it listed both the "Discounts" section and the "Real Power Losses" section as section 4 of proposed

[126] *Id.*; *see also id.* at 17-21 (providing five examples of different metering configurations and descriptions in each case of how the metered quantities are to be applied).

[127] *Id.* at 22.

[128] *Id.* at 23.

Schedule 15. SPP proposes to adjust the section numbering in Schedule 15 to allow section 4 to be "Discounts" and section 5 to be "Real Power Losses" and revise the other section numbers to account for this change in a further compliance filing if ordered to do so by the Commission.[129]

80. Finally, in response to a question asking whether a provision concerning behind-the-meter generation supporting a HILL in proposed section 2.22.2(3) of Attachment AE also applies to a CHILL, SPP explains that the provision applies to the entire HILL, including any portion that is a CHILL. SPP further explains that, as a result, behind-the-meter generation may support a HILL taking CHILLS, and SPP proposes to clarify section 2.22.2(3) of Attachment AE to specify that it applies to CHILLS if ordered to do so by the Commission on compliance.[130]

V. Discussion

A. Procedural Matters

81. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2025), the notice of intervention and timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.

82. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2025), prohibits an answer to a protest unless otherwise ordered by the decisional authority. We accept SPP's answer because it has provided information that assisted us in our decision-making process.

B. Substantive Matters

83. As discussed below, we find SPP's proposed Tariff revisions to establish CHILLS to be just and reasonable and not unduly discriminatory or preferential and, therefore, accept them, effective July 1, 2026, as requested, subject to condition,[131] as discussed below.

84. SPP has shown that unprecedented growth in large loads in the SPP region presents significant and unique operational and planning challenges. As SPP explains,

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[129] *Id.* at 24.

[130] *Id.* at 25.

[131] *NRG Power Mktg., LLC v. FERC*, 862 F.3d 108, 114-15 (D.C. Cir. 2017) (discussing the Commission's authority to propose modifications to a utility's FPA section 205 rate proposal).

under its existing Tariff mechanisms, SPP's ability to add HILLs to its transmission system in a timely manner may be limited due to delays in obtaining sufficient designated resources and completing network upgrades needed to provide long-term firm transmission service to such load. We find that CHILLS is a just and reasonable and not unduly discriminatory or preferential approach to addressing the need to expeditiously interconnect and provide transmission service to new HILLs, while maintaining the reliable operation of SPP's transmission system. We note that SPP's proposal includes several key limitations on CHILLS, such as the interim nature of the service, a maximum term of seven years, and the specific curtailment requirements.

1. CHILLS Framework

85. We find that SPP has demonstrated that the terms and conditions for CHILLS are just and reasonable and not unduly discriminatory or preferential. As explained below, CHILLS includes certain terms and conditions that are substantially similar to those of existing transmission services (i.e., NITS and firm and non-firm point-to-point transmission service) offered under SPP's Tariff. We find that the differences between CHILLS and those existing transmission services under SPP's Tariff—including provisions governing the CHILLS Reserved Capacity and adjustment limitations, term of service requirements, future study requirements under Attachments AQ and AX, and curtailment requirements—are narrowly tailored to reflect the interim nature of CHILLS and the unique characteristics of the CHILLs that transmission customers will serve.

86. We find that SPP's proposal to treat CHILLS as having equal curtailment priority to monthly non-firm point-to-point transmission service is just and reasonable and not unduly discriminatory or preferential because it is consistent with how CHILLS is reserved and can be adjusted in monthly increments. As SPP explains, CHILLS is reserved annually, but once per CHILLS Service Year, a transmission customer can have its service level adjusted for each remaining month of that CHILLS Service Year, provided that the adjusted CHILLS Reserved Capacity does not exceed the originally granted CHILLS Reserved Capacity.[132] In this respect, we find that SPP's proposal is consistent with its existing process to prioritize reservations based on the type of service and duration.[133] Moreover, we find that it is reasonable to give CHILLS equal curtailment priority to monthly non-firm point-to-point transmission service because it is a comparable option to CHILLS, as it can be reserved for one or several months.

87. Regarding SPP's proposed prohibition on the resale, redirection, reassignment, or transfer of CHILLS, we find that this proposal is just and reasonable and not unduly discriminatory or preferential because it ensures that CHILLS is limited to serving only

[132] Transmittal at 14-15, 18.

[133] SPP, Tariff, pt. II, § 14.2 (Reservation Priority) (0.0.0).

the CHILL, as intended, and is thus tailored to the specific and unique nature of CHILLs. Additionally, Order No. 888 prohibited network service from reassignment due to the lack of specific capacity rights associated with such service.[134] Here, we find that CHILLS is similar to network service in that CHILLS provides for the transfer of energy to designated points of delivery, rather than for the receipt of energy at a point of receipt and transfer of such energy to a designated point of delivery.[135] Additionally, the service is specifically intended to serve a transmission customer's CHILL and is an interim service lasting no more than seven years.

88. We also find that SPP's proposed *pro forma* CHILLSA and *pro forma* CHILLS Operating Agreement are just and reasonable and not unduly discriminatory or preferential because they are substantially similar to SPP's existing *pro forma* transmission service agreements for non-firm point-to-point transmission service and NITS and the *pro forma* network operating agreement. The differences between the proposed *pro forma* CHILLSA and *pro forma* CHILLS Operating Agreement and SPP's existing *pro forma* agreements reflect the specific nature and requirements of CHILLS, such as provisions relating to the maximum seven-year term for CHILLS, requirements under Attachment BA, requirements for future study under Attachments AQ or AX if the delivery point was initially studied under Attachment BC, metering requirements, the applicable CHILLS and ancillary services charges, and responsibility for power losses.

89. We find that SPP's proposed requirements for a CHILL and supporting generation resources in the Integrated Marketplace, including, for example, submitting separate real-time telemetry and bill meter values for each CHILL and restrictions on a CHILL being registered as a demand response resource, a demand response load, or a critical load are also just and reasonable and not unduly discriminatory or preferential. We find that the proposed requirements will allow SPP to maintain reliable operation of its transmission

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[134] *Promoting Wholesale Competition Through Open Access Non-Discriminatory Transmission Servs. by Pub. Utils.; Recovery of Stranded Costs by Pub. Utils. & Transmitting Utils.*, Order No. 888, FERC Stats. & Regs. ¶ 31,036, 31,696 (1996) (cross-referenced at 75 FERC ¶ 61,080), *order on reh'g*, Order No. 888-A, FERC Stats. & Regs. ¶ 31,048 (cross-referenced at 78 FERC ¶ 61,220), *order on reh'g*, Order No. 888-B, 81 FERC ¶ 61,248 (1997), *order on reh'g*, Order No. 888-C, 82 FERC ¶ 61,046 (1998), *aff'd in relevant part sub nom. Transmission Access Pol'y Study Grp. v. FERC*, 225 F.3d 667 (D.C. Cir. 2000), *aff'd sub nom. N.Y.* v. FERC, 535 U.S. 1 (2002).

[135] SPP, Proposed Tariff, pt VII (Conditional High Impact Large Load Transmission Service) (0.0.0); SPP, Tariff, pt. II (Point-to-Point Transmission Service) (1.1.0).

system by increasing SPP's visibility, providing necessary data, and imposing real-time operational safeguards.

90. We also find that SPP's proposal is just and reasonable and not unduly discriminatory or preferential as it relates to affected systems. Because CHILLS is a non-firm transmission service to be used when the SPP transmission system can reliably provide service to HILLs, CHILLS will not require the construction of any new network upgrades, unlike generator interconnection requests or firm transmission service requests for which coordination is contemplated in the SPP-AECI JOA. Thus, we find that CHILLS will not have the same effect on affected systems as generator interconnection service or firm transmission service and, therefore, SPP need not provide a formal role and study rights for affected system operators under the CHILLS framework comparable to those provided for in the SPP generator interconnection process and the AECI-SPP JOA. Further, SPP's Tariff requires transmission customers using the HILL process in Attachment BA, which all CHILLS Customers must also use, to reach an agreement with the impacted third-party for any necessary engineering, permitting, and construction on the third-party system or risk having their delivery point request terminated.[136] Thus, we disagree with AECI's arguments that the Commission should direct SPP "to clarify its plans with respect to engaging with Affected System Owners."[137] Further, as SPP notes in its answer, nothing in the CHILLS proposal changes how SPP coordinates with neighboring transmission providers when studying new load additions or modifications.[138]

91. We note that the SPP MMU's comments present only recommended improvements or alternative designs for SPP's CHILLS proposal. Under FPA section 205, the Commission need only consider whether the instant proposal is just and reasonable, and we need not consider whether SPP's proposal is "more or

[136] Transmittal at 23 (citing SPP, Proposed Tariff, attach. BA, § 2 (1.0.0), § 2.1.3.4 (HILL Delivery Point Study)).

[137] AECI Protest at 7.

[138] SPP Answer at 12 (citing SPP, Tariff, pt. II, § 16.2 (Transmission Customer Responsibility for Third-Party Arrangements) (0.0.0), § 21 (Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities) (0.0.0); *id.* pt. III, § 29.3 (Technical Arrangements to be Completed Prior to Commencement of Service) (0.0.0); *id.* attach. BA, § 2 (1.0.0), § 2.1.3.4 (HILL Delivery Point Study); *id.* pt. VII, § 47.3 (Technical Arrangements to be Completed Prior to Commencement of CHILLS) (0.0.0)).

less reasonable" than proposed alternatives.[139] Having found SPP's CHILLS proposal to be just and reasonable, we decline to address the SPP MMU's alternative proposals. However, we note that SPP has committed to work with the SPP MMU on its recommendations to ensure reliable operation of its transmission system.[140]

92. Finally, we recognize SPP's agreement in its Deficiency Response to make the following revisions in the proposed Tariff language on compliance: (1) revisions in Part VII, section 44.3 to clarify that SPP will tender a CHILLSA at the completion of the studies outlined in Attachments AQ, AX, and/or BC;[141] (2) revisions to correct the section numbering in proposed Schedule 15;[142] and (3) revisions to specify that section 2.22.2(3) of Attachment AE applies to CHILLS.[143] Therefore, we direct SPP to submit, within 30 days of the date of this order, a compliance filing adopting these revisions.

2. Eligibility, Application, and Study Process

93. We find that SPP's proposed eligibility and application requirements are just and reasonable and not unduly discriminatory or preferential. We note that SPP's proposed CHILLS application shares similarities with SPP's existing transmission service requests for firm and non-firm point-to-point transmission service, and where the CHILLS application differs from the existing application for service requests (e.g., requiring information about existing loads and load forecasts, as well as details about the transmission customer's transmission system, primarily related to operational characteristics), we find that such differences reasonably reflect the unique characteristics of CHILLs and their potentially significant impacts on SPP's transmission system. Moreover, we find that the additional requirements for CHILLS applications ensure that SPP has the information necessary to evaluate CHILLS requests and assess their impact on the transmission system. We also find that SPP's revisions to Attachments AQ, AX, and BA, and the proposed addition of Attachment BC, establish a transparent process for

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[139] *Cities of Bethany v. FERC*, 727 F.2d 1131, 1136 (D.C. Cir. 1984) (finding that, when determining whether a rate was just and reasonable, the Commission properly did not consider "whether a proposed rate schedule is more or less reasonable than alternative rate designs").

[140] SPP Answer at 8.

[141] Deficiency Response at 3.

[142] *Id.* at 24.

[143] *Id.* at 25.

determining whether a transmission customer is eligible to receive CHILLS, based on the resources available to support the CHILL.

94. Regarding SPP's proposed study process in Attachment BC for HILLs that bring their own supporting generating resources, we find this study process to be just and reasonable and not unduly discriminatory or preferential because it will facilitate transmission customers obtaining transmission service for HILLs while network upgrades are being built or transmission customers are obtaining sufficient designated resources. We note that, under Attachment BC, SPP will conduct similar studies conducted under its existing Attachments AQ and AX (i.e., a load connection study and a transmission system study) to determine the feasibility and impacts of a proposed delivery point on the transmission system. However, during the transmission system study under Attachment BC, SPP will also specifically provide the transmission customer with an HDPLA detailing the limitations of the transmission system in providing CHILLS to the new or modified delivery point. Further, SPP's proposal ensures that there will not be duplicative or unnecessary studies through its revisions to Attachments AQ and AX to provide that, if SPP performs a load connection study for a delivery point pursuant to Attachment BC, and there are no modifications to the study parameters, the load connection study will not need to be repeated later under Attachments AQ and AX.

95. However, we find that SPP's proposed language in section 2.2 of Attachment BC is unclear regarding the circumstances under which service agreements pursuant to Attachments AQ and AX would be required. Section 2.2 of Attachment BC states:

> The HDPLA study results do not establish a HILL delivery point for *load that cannot be served by currently planned generation and/or Designated Resources* until after the Transmission Customer or Network Customer executes a Service Agreement pursuant to Attachment AQ, Attachment AX, or Attachment BA of the Tariff, *for such load*.[144]

We find that the reference to "load that cannot be served by currently planned generation and/or Designated Resources" (i.e., load at a delivery point studied under Attachment BC) in this proposed section 2.2 could cause confusion because it suggests that a service agreement under Attachment AQ or Attachment AX could be executed "for such load," even though such load does not have sufficient planned or existing designated resources to support it and thus would not be eligible for study or the associated service agreements provided pursuant to Attachments AQ and AX. In the Deficiency Response, SPP clarifies that a transmission customer taking transmission service at a HILL delivery

[144] SPP, Proposed Tariff, attach. BC, § 2 (0.0.0), § 2.2 (Transmission System Study) (emphasis added).

point may need to execute service agreements under Attachments AQ and AX, in addition to Attachment BA, because the HILL delivery point may be able to be served by a *combination* of firm transmission service and CHILLS.[145] Therefore, we direct SPP to submit, within 30 days of the date of this order, a compliance filing to revise section 2.2 of Attachment BC to align with its explanation in the Deficiency Response.

96. Additionally, we recognize SPP's agreement in the Deficiency Response to revise section 1.0 of Attachment BC on compliance to remove references to the network operating agreement and point-to-point transmission service agreement to clarify which customers are eligible to submit an HDPLA.[146] Therefore, we direct SPP to submit, within 30 days of the date of this order, a compliance filing to make this proposed revision to section 1.0 of Attachment BC.

3. Rates for CHILLS

97. We find that SPP has demonstrated that the proposed rates for CHILLS in Schedule 15 of the Tariff are just and reasonable and not unduly discriminatory or preferential. As SPP explains, the rates for CHILLS are substantially similar to rates for non-firm point-to-point transmission service under SPP's existing Tariff.[147] Where SPP's proposed Schedule 15 differs from existing rates for non-firm point-to-point transmission service (e.g., next-hour-market service and resales), we find that such differences reasonably reflect the unique characteristics of CHILLS, including the specific curtailment conditions for CHILLS and the prohibition on resales of CHILLS, which we find to be just and reasonable.

98. We find that SPP's proposed penalty structure for instances in which CHILLS Customers use transmission service in excess of their CHILLS Reserved Capacity is also just and reasonable and not unduly discriminatory or preferential because it ensures that CHILLS Customers pay for unreserved use of SPP's transmission system based on the amount and duration of such unreserved use. As described above, SPP's proposed penalty amount increases as any unreserved use is repeated (e.g., repeated daily use of unreserved capacity within a seven-day period will increase the duration of the period to a weekly duration, and multiple instances of unreserved use during more than one seven-day period during a calendar month will increase the duration of the period to a month), which we find will help deter CHILLS Customers from repeatedly failing to adhere to

[145] Deficiency Response at 6.

[146] *Id.* at 4-5.

[147] Transmittal at 29-30.

their CHILLS Reserved Capacity amounts.[148] Further, SPP's requirement that CHILLS Customers purchase losses associated with the unreserved use ensures that the CHILLS rate financially accounts for the full scope of the excess service provided. We also note that SPP's proposed penalty structure, including the time granularity for charges and compensation to transmission owners, is similar to that which applies to transmission customers taking non-firm point-to-point transmission service under SPP's existing Tariff.[149]

99. We are unpersuaded by AECI's concerns that SPP's proposed penalty structure will be insufficient to deter well-financed CHILLs, such as data center owners, from failing to follow curtailment instructions. We find these concerns about CHILLS Customers failing to respond to curtailment instructions to be speculative. Further, we note that proposed section 2.22.1(e) of Attachment AE provides that, while a CHILLS Customer must respond to curtailment instructions, a CHILLS Customer may be disconnected from SPP's transmission system by a transmission operator at any time.[150]

100. However, we recognize SPP's agreement in its Deficiency Response to revise Schedule 15 and Part VII, section 44.4 of the Tariff on compliance to include the applicable Schedule 11 subregional charge.[151] Therefore, we direct SPP to submit, within 30 days of the date of this order, a compliance filing that adopts those revisions in Schedule 15 and Part VII, section 44.

4. Curtailment and Load Shedding

101. We find that SPP's proposed curtailment and load shedding processes for CHILLS are just and reasonable and not unduly discriminatory or preferential because they allow SPP to provide CHILLS using only the transmission capacity in excess of that which is needed for firm transmission service customers, reflecting the "as available," conditional nature of the transmission service. We note that SPP's proposed Tariff language regarding curtailment and load shedding in section 48 and the CHILLS Operating Agreement is substantively similar to existing Tariff language in section 14.7, which

[148] *Id.* at 30-31 (citing SPP, Proposed Tariff, pt. VII, § 44.4 (Classification of Conditional High Impact Large Load Service) (0.0.0)).

[149] *See* SPP, Proposed Tariff, pt. VII, § 44.4 (Classification of Conditional High Impact Large Load Service) (0.0.0); SPP, Tariff, Schedule 8 (Non-Firm Point-to-Point Transmission Service) (9.0.0); SPP, Proposed Tariff, Schedule 15 (Conditional High Impact Large Load Service) (0.0.0).

[150] SPP, Proposed Tariff, attach. AE, § 2.22.1(e) (1.0.0).

[151] Deficiency Response at 13-14.

governs curtailment or interruption of service for non-firm point-to-point transmission service; section 33, which governs load shedding and curtailment for NITS; and SPP's *pro forma* network operating agreement.

102. We are not persuaded by AECI's argument that SPP must implement an additional, standardized framework for CHILLS curtailment, nor do we find that SPP must further specify how it coordinates curtailment and load shedding with affected systems. First, as noted above, SPP's proposed curtailment provisions for CHILLS are largely consistent with the existing Tariff requirements for non-firm point-to-point transmission service and NITS. Second, as noted by SPP in its answer,[152] nothing in the CHILLS proposal changes how SPP coordinates with neighboring transmission providers when studying new load additions or modifications, and SPP's existing Tariff requires coordination with third parties.[153] We find that these existing processes are sufficient for SPP to address the impacts of CHILLS on affected systems.

103. We also disagree with Enchanted Rock's argument that SPP's proposal to allow a HILLGA resource's maximum economic capacity operating limit to exceed the submitted HILL or CHILL load forecast when directed by SPP to mitigate emergency conditions is unjust and unreasonable. This requirement was previously accepted in the HILL/HILLGA Order and is thus already required under Attachment AE of SPP's existing Tariff.[154] SPP's proposed revisions in the instant filing only address formatting changes, add a reference to Attachment BB, and generally refer to a HILLGA resource's

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[152] SPP Answer at 12.

[153] SPP, Proposed Tariff, pt. VII, § 47.3 (Technical Arrangements to be Completed Prior to Commencement of CHILLS) (0.0.0); *id.* attach. BA, § (2) (1.0.0), § 2.1.3.4 (HILL Delivery Point Study).

[154] *See* HILL/HILLGA Order, 194 FERC ¶ 61,031 at P 59; SPP, Tariff, attach. AE (MPL), § 2.22.2 (Resource Supporting a HILL) (0.0.0) ("When supporting Resources are participating under a HILLGIA for Load Limited Resource Interconnection Service, the Market Participant must ensure the total Maximum Economic Capacity Operating Limits of all supporting Resources does not exceed the submitted hourly load forecast value of the corresponding HILL except when directed by the SPP Reliability Coordinator to mitigate Emergency Conditions . . . "). Furthermore, in the HILL/HILLGA Order, the Commission accepted SPP's HILLGIA, which also allows SPP to require that a HILLGA resource operate to mitigate emergency conditions. SPP does not propose changes to those HILLGIA requirements in this filing. *See* SPP, Proposed Tariff, attach. BB, app. 2 (High Impact Large Load Assessment Generator Interconnection Agreement), (1.0.0), art. 13.5.2 (Reduction and Disconnection) (1.0.0).

"generator interconnection agreement."[155] Further, the ability of SPP to require generating resources to operate to mitigate emergency conditions is provided for in SPP's *pro forma* generator interconnection agreement as a condition for interconnection service.[156] Therefore, this requirement for HILLGA resources is not unduly discriminatory and is consistent with practices for all generating resources in SPP's footprint. Additionally, we note that participation in CHILLS is entirely voluntary.

104. Finally, we recognize SPP's agreement in its Deficiency Response to revise the language in proposed section 17.0 of the *pro forma* CHILLSA regarding the adjustment of network load when CHILLS load and behind-the-meter generation are behind the same delivery point. Specifically, in its Deficiency Response, SPP agrees to submit on compliance the following revisions to the final sentence of section 17.0 of the *pro forma* CHILLSA (deletions in strikethrough and additions in underline):

> For instances where both Network Load and CHILLS load are located at the same point of delivery with Behind-The-Meter Generation, as defined in Attachment AE of the Tariff, the Network Load must be adjusted ~~for any excess hourly generation above the CHILLS Reserved Capacity~~ to (1) add the hourly output of any Behind-The-Meter Generation that is located on the Network Load side of the Network Integration Transmission Service ("NITS") meter and is not behind a CHILLS meter, and (2) subtract the positive (inflow, or CHILLS load) or negative (outflow) amount registered on any CHILLS meter located behind the NITS meter.[157]

105. We find that these revisions will ensure that network load is appropriately adjusted to reflect behind-the-meter generation and CHILLS load when both are located behind the same delivery point as network load. Therefore, we direct SPP to submit, within 30 days of the date of this order, a compliance filing that adopts this revision in section 17.0 of the *pro forma* CHILLSA.

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[155] SPP, Tariff, attach. AE (MPL), § 2.22.2 (1.0.0), § 2.22.2(2)(b).

[156] *Id.* attach. V, app. 6 (Generator Interconnection Agreement) (31.0.0), arts. 9.7 (Outages and Interruptions), 11.8 (Interconnection Customer Compensation), 13 (Emergencies)

[157] Deficiency Response at 15.

The Commission orders:

(A) SPP's proposed Tariff revisions are hereby accepted, effective July 1, 2026, as requested, subject to condition, as discussed in the body of this order.

(B) SPP is hereby directed to submit a compliance filing, within 30 days of the date of this order, as discussed in the body of this order.

By the Commission.

(S E A L)

Carlos D. Clay,
Deputy Secretary.

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Open Access Transmission Tariff, Sixth Revised Volume No. 1

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