

147 FERC ¶ 61,198
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Cheryl A. LaFleur, Acting Chairman;
Philip D. Moeller, John R. Norris,
and Tony Clark.

Midcontinent Independent System Operator, Inc.

Docket No. ER14-1719-000

ORDER ACCEPTING NOTICE OF TERMINATION

(Issued June 13, 2014)

1. In this order, we accept Midcontinent Independent System Operator, Inc.'s (MISO) notice of termination of the Generator Interconnection Agreement (GIA)¹ among New Era Wind Farm, LLC (New Era),² as the interconnection customer, Great River Energy (Great River), as the transmission owner, and MISO, as the transmission provider (collectively, the Parties),³ to be effective June 13, 2014, as requested.

I. Notice of Termination

2. On April 14, 2014, pursuant to section 205 of the Federal Power Act,⁴ MISO filed a notice of termination of the GIA relating to the New Era Project (Project), designated as Project No. H061 in MISO's interconnection queue. The GIA provides the Project with

¹ MISO's *pro forma* GIA is contained in Appendix 6 of Generator Interconnection Procedures (GIP) in Attachment X of MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff (Tariff). [ATTACHMENT X, Generator Interconnection Procedures \(GIP\) \(31.0.0\)](#).

² AWA Goodhue, LLC was the original Interconnection Customer to the GIA. However, on October 2, 2012, AWA Goodhue, LLC assigned the GIA to New Era.

³ The Parties executed the GIA on August 27, 2010. MISO designated the GIA as Original Service Agreement No. 2238, under its Tariff and reported it in its Electric Quarterly Reports.

⁴ 16 U.S.C. § 824d (2012).

39 MW of conditional Energy Resource Interconnection Service (ERIS), which would become a combined total of 39 MW of Network Resource Interconnection Service (NRIS) and ERIS, where the NRIS cannot exceed 7.8 MW upon completion of all needed facilities. The GIA also provides for a point of interconnection to Great River's 69 kV GO-VAT transmission line near Goodhue County, Minnesota.

3. MISO makes several arguments in support of its notice of termination. First, MISO maintains that New Era is in breach of its obligations under the GIA by failing to pay true-up costs for the facilities listed in Appendix A of the GIA.⁵ MISO states that these required payments are material terms of the GIA.⁶ MISO states that it provided New Era a notice of breach, notice of default, and notice of termination in accordance with the terms of the GIA.⁷ MISO further states that, to its knowledge, New Era has neither taken steps to fulfill its obligation and cure the breach or default, nor placed any disputed amount in escrow as required by the GIA.

4. Second, MISO argues that termination of the GIA is just and reasonable, is not unduly discriminatory, and is consistent with the public interest and Commission precedent.⁸ MISO notes that, in ruling on a proposed notice of termination in *Lakeswind I*, the Commission stated:

⁵ MISO Notice of Termination at 2. Details related to the breach are addressed in Exhibit 1 to the notice of termination, which was filed confidentially.

⁶ *Id.* at 3 (citing to Article 1 of the GIA and indicating that material terms or conditions may include, among other things, milestone payments).

⁷ *Id.* at 3-4. MISO cites the following GIA provisions as support for terminating the agreement: (1) Articles 2.3.2 and 2.3.3 (providing that any non-breaching party may terminate the GIA upon the default of a breaching party); (2) Article 1 (providing the definition of "default" as the failure of a breaching party to cure its breach in accordance with Article 17); and (3) Article 17.1.1 (providing that the failure of a breaching party to cure a breach within 30 calendar days of receiving such notice shall result in a default, but the interconnection customer shall have up to 90 calendar days to cure the breach where such breach is not capable of cure within 30 days).

⁸ MISO bases its argument on *Midwest Indep. Transmission Sys. Operator, Inc.*, 137 FERC ¶ 61,008 (2011) (*Lakeswind I*), order on reh'g and clarification, 141 FERC ¶ 61,097 (2012) (*Lakeswind II*).

Commission precedent supports acceptance of a notice of termination if the applicant demonstrates that the proposed termination is not unjust, unreasonable, unduly discriminatory or preferential, or if it is consistent with the public interest. When considering whether to extend milestones or to grant or extend a suspension, the Commission takes into account many factors, including whether the extension would harm generators lower in the interconnection queue and any uncertainty that speculative projects may present to other projects in the queue.⁹

5. MISO argues that the Commission should accept its notice of termination under the *Lakeswind I* standard because acceptance will eliminate the harm to lower-queued projects, projects in the same group study, Great River and its rate-paying customers, and the MISO interconnection queue process that will result if the Project remains in the queue. It adds that acceptance will benefit other projects by removing uncertainty regarding whether the upgrades in the GIA will be appropriately funded. MISO states that the upgrades in this case have been constructed, but uncertainty remains because the Project does not plan to proceed and payment issues remain unresolved.

6. MISO further asserts that the Commission clarified in *Lakeswind II* that key factors in its determination not to accept a notice of termination are: (1) whether any other projects were relying on network upgrades the interconnection customer was to build and (2) whether the interconnection customer made good faith efforts to cure its default, including payment of security sufficient for the transmission owner. MISO maintains that New Era's default has not been cured, and MISO cannot permit New Era to avoid its obligations or alter its milestones until the current default is cured.

7. MISO also states that neither suspension of the GIA nor extension of its milestones is a permissible option. It maintains that the MISO Tariff no longer provides for the suspension of obligations under a GIA unless a defined "force majeure" event occurs, and no such event has occurred in this case.¹⁰ MISO states that, because obligations may not be suspended absent a force majeure event, MISO cannot extend milestones until New Era meets its obligations and cures the default. MISO further

⁹ MISO Notice of Termination at 5 (quoting *Lakeswind I*, 137 FERC ¶ 61,008 at P 25 (citations omitted)).

¹⁰ *Id.* (stating that Articles 1 and 16.1.1 of the GIA define "force majeure" to exclude economic hardship).

indicates that, even if such an event occurs that would permit suspension of some obligations, New Era would still need to provide security to fund the necessary network upgrades to allow the related construction to proceed.¹¹

8. MISO notes that New Era's alleged uncured default demonstrates that the Project is speculative and that the Commission has found that such a project is at a greater risk of not proceeding to commercial operation, even though it has progressed to the GIA stage of the interconnection process.¹² MISO states that its most recent queue reforms responded to the ongoing challenges created by the "late-stage terminations" that result from the decisions by interconnection customers who have executed a GIA to terminate their projects at that late stage of the interconnection process.¹³ MISO further states that the Commission emphasized the goals of "getting projects that are not making progress toward commercial operation out of the queue, and helping viable projects achieve commercial operation as soon as possible."¹⁴ MISO affirms that termination of the GIA would further these goals.

9. MISO states that the Commission acknowledged that requiring a project to meet obligations to demonstrate its readiness to proceed in order to remain in the queue would reduce the risk of cost shifting from late-stage terminations. Here, MISO states that New Era has demonstrated that its Project is not prepared to proceed at this time and is at increased risk for late-stage termination, a risk that harms other projects in the queue.¹⁵

10. Finally, MISO states that it seeks termination of the GIA because New Era has withdrawn public permit requests before the Minnesota Public Utilities Commission (Minnesota Commission) and publicly stated that it will not pursue a wind project in the region.¹⁶ MISO also points out that although termination will remove the Project from

¹¹ *Id.* at 5-6 (citing to Article 5.16.1 of the GIA).

¹² *Id.* at 6-7 (citing *Midwest Indep. Transmission Sys. Operator, Inc.*, 138 FERC ¶ 61,233 (2012) (Queue Reform Order), *order on reh'g*, 139 FERC ¶ 61,253 (2012) (Queue Reform Rehearing Order)).

¹³ *Id.* at 7 (citing Queue Reform Order, 138 FERC ¶ 61,233 at P 68).

¹⁴ *Id.* (citing Queue Reform Order, 138 FERC ¶ 61,233 at P 30).

¹⁵ *Id.* at 7-8.

¹⁶ *Id.* at 1.

the queue, New Era may submit a new interconnection request and re-enter the queue at any time, if it seeks to pursue the Project.¹⁷

II. Notice of Filing and Responsive Pleadings

11. Notice of MISO's filing was published in the *Federal Register*, 79 Fed. Reg. 22,668 (2014), with interventions and protests due on or before May 5, 2014. On May 5, 2014, New Era filed a timely motion to intervene and protest, and the MISO Transmission Owners¹⁸ filed a timely motion to intervene and comments. On May 20, 2014, MISO filed a motion for leave to answer and answer to New Era's protest, and Great River filed comments in response to New Era's protest.

12. In its protest, New Era claims that the notice of termination amounts to a wrongful termination. New Era argues that it has funded its obligations under the GIA and that the Project is neither in default nor speculative.

¹⁷ *Id.* at 15-16.

¹⁸ MISO Transmission Owners for purposes of this filing consist of: Ameren Services Company, as agent for Union Electric Company d/b/a Ameren Missouri, Ameren Illinois Company d/b/a Ameren Illinois and Ameren Transmission Company of Illinois; American Transmission Company LLC; Arkansas Electric Cooperative Corporation; Big Rivers Electric Corporation; Central Minnesota Municipal Power Agency; City Water, Light & Power (Springfield, IL); Cleco Power LLC; Dairyland Power Cooperative; Duke Energy Corporation for Duke Energy Indiana, Inc.; East Texas Electric Cooperative; Entergy Arkansas, Inc.; Entergy Louisiana, LLC; Entergy Gulf States Louisiana, L.L.C.; Entergy Mississippi, Inc.; Entergy New Orleans, Inc.; Entergy Texas, Inc.; Great River Energy; Hoosier Energy Rural Electric Cooperative, Inc.; Indiana Municipal Power Agency; Indianapolis Power & Light Company; International Transmission Company d/b/a ITC*Transmission*; ITC Midwest LLC; Michigan Electric Transmission Company, LLC; MidAmerican Energy Company; Minnesota Power (and its subsidiary Superior Water, L&P); Missouri River Energy Services; Montana-Dakota Utilities Co.; Northern Indiana Public Service Company; Northern States Power Company, a Minnesota corporation, and Northern States Power Company, a Wisconsin corporation, subsidiaries of Xcel Energy Inc.; Otter Tail Power Company; Prairie Power Inc.; South Mississippi Electric Power Association; Southern Illinois Power Cooperative; Southern Indiana Gas & Electric Company (d/b/a Vectren Energy Delivery of Indiana); Southern Minnesota Municipal Power Agency; Wabash Valley Power Association, Inc.; and Wolverine Power Supply Cooperative, Inc.

13. New Era states that Great River has yet to provide reasonable documentation showing that the true-up costs that MISO claims are owed in excess of New Era's cash deposits were appropriately approved by a change order or prudently incurred. According to New Era, Great River stated that such costs were approved in a change order by New Era's prior upstream owner, but Great River has yet to provide any evidence of such approval or a detailed breakdown of its cost overruns. New Era asserts that until Great River provides such information, New Era does not agree that it owes the amount in dispute or that it is in default under the GIA.¹⁹

14. New Era argues that the notice of termination seeks a disproportionate remedy and should be found unjust and unreasonable and not consistent with the public interest for several reasons. New Era states that it has satisfied its contractual obligations to post approximately \$3 million dollars in cash deposits to fund activities under the GIA and a related Facilities Construction Agreement (FCA). According to New Era, MISO is seeking to terminate the GIA over \$14,000 (net amount) that is in dispute, representing the difference between asserted cost overruns incurred by Great River (approximately \$79,000) and funds held by MISO (approximately \$65,000) in New Era's interconnection study, which could be applied to the remaining amounts owed to Great River, once the Parties have shared reasonable documentation to support the cost overruns and the approved change order. New Era also points out that approximately \$114,000 in excess funds is being held under the FCA, which could be released and used to satisfy Great River's demands.²⁰

15. New Era asserts that MISO did not and cannot present any specific evidence of actual harm to other interconnection customers that will be prevented if the notice of termination is accepted since New Era's network upgrades are completed and fully paid for (except for the disputed amount). New Era believes that given the substantial work already performed and paid for under the GIA and FCA, it is more reasonable for the Commission to assist the Parties with substantive discussions that will resolve the dispute.

16. Further, New Era maintains that MISO has failed to establish that the Project is speculative. New Era states that MISO asks the Commission to accept the general notion that New Era's default means that the Project is *ipso facto* speculative. However, New Era argues that MISO's *ipso facto* argument risks labeling projects that have

¹⁹ New Era Protest at 3.

²⁰ *Id.* at 8-9.

experienced a minor default as being speculative, a notion that fails to acknowledge that even viable projects may sometimes encounter a default.²¹

17. New Era requests waiver of Section 4.4.4 of Attachment X of the MISO Tariff, so that the Parties under the GIA can negotiate an extension to the Commercial Operation Date through December 31, 2016. New Era contends that the Commission has previously granted one-time waivers of tariffs in situations where (i) the underlying error was made in good faith; (ii) the waiver is of limited scope; (iii) a concrete problem must be remedied; and (iv) the waiver does not have undesirable consequences, such as harming third parties.²² Further, New Era maintains that when the Commission is considering whether to extend milestones under an interconnection agreement, the Commission takes into account many factors, including whether the extension would harm generators lower in the interconnection queue and any uncertainty that speculative projects may present to other projects in the queue.²³

18. Finally, New Era requests that the Commission assign a settlement judge to assist the Parties to the GIA in resolving the issues over the disputed costs, given the limited success it has had in discussions with MISO. New Era also requests that the settlement judge assist the Parties in amending the GIA to reflect the proposed revisions to the Commercial Operation Date, as mentioned above.

19. The MISO Transmission Owners state that they support the notice of termination because it is just and reasonable, not unduly discriminatory or preferential, and necessary

²¹ *Id.* at 10.

²² New Era Protest at 12 (citing *ISO New England–EnerNOC, Inc.*, 122 FERC ¶ 61,297 (2008); *Acushnet Co.*, 122 FERC ¶ 61,045 (2008); *Cent. Vermont Pub. Serv. Corp.*, 121 FERC ¶ 61,225 (2007); *Waterbury Generation, LLC*, 120 FERC ¶ 61,007 (2007)).

²³ New Era Protest at 12-13 (citing *Midwest Indep. Transmission Sys. Operator, Inc.*, 130 FERC ¶ 61,124 (2010) (finding no showing that extending the commercial operation date will harm lower-queued interconnection customers); *Midwest Indep. Transmission Sys. Operator, Inc.*, 130 FERC ¶ 61,172 (2010) (finding that a proposed revision to the commercial operation date will not disadvantage a lower-queued interconnection request or the interconnection customer); *Illinois Power Co.*, 120 FERC ¶ 61,237 (2007) (finding that a lower-queued generator will not be harmed by an additional suspension period and that the interconnection customer actively seeks to continue progress)).

to remove uncertainty that can adversely affect lower-queued projects and other parties. The MISO Transmission Owners maintain that the potential adverse effect of cascading restudies further merits acceptance of the notice of termination. They also state that MISO and the affected transmission owners should be protected from having to expend resources for speculative projects, and that lower-queued interconnection customers are entitled to greater certainty. The MISO Transmission Owners state that it is detrimental to the market if a party to an agreement can escape the consequences of its breach. They further argue that the proposed termination is consistent with the position the Commission took in *Lakeswind I* and *Lakeswind II*.

20. In its answer, MISO maintains that the Commission should reject New Era's protest. MISO reiterates that New Era failed to make payments and was sent notices of breach and default prior to the termination of the filing, consistent with the terms of the GIA. MISO indicates that if New Era disputed costs billed to it under the GIA, New Era should have responded to the notices by placing funds in escrow, pursuant to Article 12.4 of the GIA. MISO states that New Era did not do so.

21. In response to New Era's argument that its interconnection study deposits could be redirected to an escrow account or used to pay any disputed amount, MISO contends that study deposits are retained until used for appropriate study purposes or are refunded pursuant to the MISO Tariff when the project is withdrawn or reaches commercial operation. MISO maintains that New Era has not met either of these conditions.

22. MISO continues to argue that if the Project cannot provide the disputed amount in escrow or make payments from additional funds, its viability is necessarily in doubt and prolonging the Project would heighten the risk of "late-stage termination" in the future. It further states that by not terminating the Project, harm exists to other interconnection customers that will not know whether the Project will proceed and to transmission owners that have not been paid for upgrades and that must plan and deploy resources based on a speculative project.

23. In response to New Era's contention that a settlement judge could resolve the issues regarding the disputed costs, MISO argues that a resolution from a settlement judge would ignore the underlying issue in the instant proceeding. It states that even if New Era could resolve the cost dispute, there is no evidence that the Project would proceed and substantial evidence that it would not, as New Era has withdrawn permits and informed the Minnesota Commission that it no longer intends to develop a project in Goodhue County. MISO asserts that New Era's withdrawal of permit requests and termination of power purchase agreements demonstrates a lack of readiness.

24. MISO further states that it does not agree that the Parties made a "good faith" error in not amending the GIA to extend the Commercial Operation Date. It also states that further delaying the Project without a commitment to proceed harms the queue and

the transmission owners that must account for the Project for planning purposes. MISO further points out that New Era provided no support for its claim that its “strategic partner” can overcome the “difficult political and regulatory burdens” related to the Project.²⁴ Accordingly, MISO requests that the Commission accept the notice of termination, and reiterates that New Era may submit a new interconnection request and re-enter the queue at any time under MISO’s GIP.

25. In its comments, Great River confirms that the costs it charged to New Era were prudently incurred and consistent with the terms of the GIA. It states that the actual costs exceeded the estimated costs by \$79,169.14 because of a change in the number and type of structures Great River was required to install. Great River explains that this change was due to a change in the configuration of an interconnected substation being constructed by Xcel Energy after the effective date of the GIA, and that New Era was aware of this change. Additionally, Great River indicates that it forwarded New Era a summary cost analysis and was unaware that the summary was considered insufficient by New Era.

III. Discussion

A. Procedural Matters

26. Pursuant to Rule 214 of the Commission’s Rules of Practice and Procedure, 18 C.F.R § 385.214 (2013), the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.

27. Rule 213(a)(2) of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2013), prohibits an answer to a protest and answer unless otherwise ordered by the decisional authority. We will accept MISO’s answer and Great River’s comments because they have provided information that assisted us in our decision-making process.

B. Substantive Matters

28. Commission precedent supports acceptance of a notice of termination if the applicant demonstrates that the proposed termination is not unjust, unreasonable, unduly discriminatory, or preferential,²⁵ or if it is consistent with the public interest.²⁶ When

²⁴ MISO Answer at 8 (citing to New Era Protest at 13).

²⁵ See, e.g., *Allegheny Power System, Inc.*, 102 FERC ¶ 61,318, at P 9 (2003).

considering whether to extend milestones or to grant or extend a suspension, the Commission takes into account many factors, including whether the extension would harm generators lower in the interconnection queue and any uncertainty that speculative projects may present to other projects in the queue.²⁷

29. In the instant case, we find that New Era failed to meet a required milestone under the GIA.²⁸ MISO followed the procedures in its Tariff by submitting to New Era a notice of breach, a notice of default, and a notice of termination.²⁹ Under Article 17.1.1 of the GIA, the failure of the breaching party to cure a breach within 30 calendar days of receiving a notice of breach shall result in a default, but the interconnection customer shall have up to 90 calendar days to cure the breach where such breach cannot be cured in the 30-day period. We do not find evidence in the record before us that New Era cured the breach at issue. The facts in this case differ from the facts in *Lakeswind I*, where the interconnection customer showed good faith efforts to cure its breach and posted security that was sufficient to the transmission owner.³⁰

30. As both parties recognize, the Commission, in considering whether to extend milestones or to grant or extend a suspension, takes into account certain factors, including

²⁶ See, e.g., *Duke Energy Moss Landing LLC*, 83 FERC ¶ 61,318, at 62,306 (1998), *order on reh'g*, 86 FERC ¶ 61,227 (1999).

²⁷ See, e.g., *Midwest Indep. Transmission Sys. Operator, Inc.*, 130 FERC ¶ 61,124 (2010); *Midwest Indep. Transmission Sys. Operator, Inc.*, 130 FERC ¶ 61,172 (2010); *Illinois Power Co.*, 120 FERC ¶ 61,237 (2007).

²⁸ We note that MISO provides specific details in support of its argument in an exhibit to its notice of termination that it has designated as privileged. However, New Era provides information on MISO's allegations in its protest. We find that this information, along with the other public filings in the proceeding, is sufficient to allow us to rule on MISO's proposal without recourse to any material that has been designated privileged.

²⁹ In its protest, New Era does not dispute the fact that MISO submitted a notice of breach, a notice of default, and a notice of termination.

³⁰ Compare *Lakeswind I*, 137 FERC ¶ 61,008 at PP 24, 29, with *Ellerth Wind LLC, Midwest Indep. Transmission Sys. Operator, Inc.*, 143 FERC ¶ 61,114 (2013) (accepting MISO notice of termination for a project that had not met milestone payments), *reh'g denied*, 145 FERC ¶ 61,038 (2013).

whether the extension would harm generators lower in the interconnection queue and any uncertainty that speculative projects may present to other projects in the queue. First, we agree with MISO that suspension is not an option in the instant case, as the MISO Tariff provides that suspension may only occur based on a force majeure event.³¹ New Era does not argue any such event has occurred. Second, as to the adjustment of milestones, we find no record to support that that New Era would qualify to change its Commercial Operation Date, as the GIP only allows changes in the Commercial Operation Date under narrow circumstances that are not present here.³²

31. Under the particular facts of this case, we find that the extension of milestones, without further evidence of intent to cure, may present harm to lower queued interconnection customers in the form of uncertainty, cascading restudies, and shifted costs necessitated if the project is removed from the queue at a later date. While New Era argues that there is no harm done in this case because the network upgrades are completed and paid for (with the exception of the disputed true-up costs) and no other customers are relying on its upgrades at the moment, the potential harm still exists for interconnection customers that will not know whether the Project will proceed and for transmission owners that must account for the Project for planning purposes. Furthermore, despite New Era's attempt to apply *Lakeswind I* in support of its request that the Commission require MISO to amend the milestones in the GIA, there is a key distinguishing factor between the cases: *Lakeswind* requested that its milestones be amended to reflect its revised cost responsibility, while New Era is seeking an extension of time to account for setbacks it claims were caused by "NIMBY-ism and controversial wildlife impacts" that stalled construction on New Era's generating facility.³³ The

³¹ Section 5.16.1 of the GIP provides that the interconnection customer will not suspend unless a force majeure event occurs.

³² Section 4.4.4 of the GIP provides that the transmission provider will not unreasonably withhold approval of an interconnection customer's proposed change to the Commercial Operation Date if that change is the result of (a) a change in milestones of another party to the GIA or (b) a change in a higher queued interconnection request, provided in either case these changes do not exceed three years beyond the original Commercial Operation Date.

³³ See New Era Protest at 11, 13 (referring also to "unforeseen public opposition that requires a developer to reassess its development strategy" and "regulatory delays" that resulted from the "NIMBY-ism and potential wildlife impacts" mentioned above).

Commission does not find New Era's argument to be sufficiently compelling to show that the extension of the milestones is appropriate.

32. Furthermore, the Commission has previously stated that "MISO [has] provided compelling evidence that the ability of customers to wait for long lead times to almost expire before terminating their GIA has caused a significant number of restudies to be necessary and that these restudies adversely impacted other customers that are trying to reach commercial operation."³⁴ In fact, MISO's queue reforms and the more stringent tariff standards adopted under it were intended to meet the Commission's goals of "discouraging speculative or unviable projects from entering the queue [and] getting projects that are not making progress toward commercial operation out of the queue."³⁵ Therefore, we find that the proposed termination was not unjust, unreasonable, unduly discriminatory, or preferential.

33. We deny New Era's requests for settlement proceedings to resolve the issues over the disputed costs and extend the May 11, 2011 Commercial Operation Date.³⁶ We find that MISO followed the appropriate provisions of its Tariff, and has no obligation under the terms of the GIA to renegotiate New Era's milestones. The Commission has stated that an interconnection customer that fails to meet its requirements may be in breach and subject to the termination provisions of the GIA.³⁷ We also note that there are dispute resolution provisions under the GIA to properly handle the disputed costs.³⁸ In addition, we note that the GIA will continue to be in effect after termination to the extent necessary

³⁴ Queue Reform Order, 138 FERC ¶ 61,233 at P 181.

³⁵ *Id.* P 30.

³⁶ Regarding the disputed amount billed by Great River, the Commission encourages the parties to begin alternative dispute resolution (ADR) procedures to address the issues raised in the filings. The parties may avail themselves of ADR, available through the Commission's Dispute Resolution Service helpline at (877) 337-2237 or at (202) 502-6651, under which the parties must voluntarily agree to submit their dispute for mediation and to comply with various requirements outlined in the Commission's Rules of Practice and Procedure. *See* 18 C.F.R. § 385.604 (2013).

³⁷ *Lakeswind II*, 141 FERC ¶ 61,097 at P 41.

³⁸ Article 27 of the GIA provides the procedures for disputes.

to provide for final billings, payments and costs, as well as liability and indemnification obligations arising from acts or events that occurred while the GIA was in effect.³⁹

34. Accordingly, based on the particular circumstances presented in this case, we find that the notice of termination is not unjust, unreasonable, unduly discriminatory or preferential, and we will therefore accept MISO's filing.

The Commission orders:

MISO's notice of termination is hereby accepted, effective June 13, 2014, as discussed in the body of this order.

By the Commission.

(S E A L)

Kimberly D. Bose,
Secretary.

³⁹ Article 2.6 of the GIA.