

July 31, 2025

VIA ELECTRONIC FILING

Ms. Debbie-Anne A. Reese
Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

Re: **NERC Full Notice of Penalty regarding Grande Prairie Wind, LLC,
FERC Docket No. NP25-_-000**

Dear Ms. Reese:

The North American Electric Reliability Corporation (NERC) hereby provides this Notice of Penalty¹ regarding Grande Prairie Wind, LLC (GPW), and referred to herein as the Entity, NERC Registry ID# NCR11682,² in accordance with the Federal Energy Regulatory Commission's (Commission or FERC) rules, regulations, and orders, as well as NERC's Rules of Procedure including Appendix 4C (NERC Compliance Monitoring and Enforcement Program (CMEP)).³

NERC is filing this Notice of Penalty, with information and details regarding the nature and resolution of the violations,⁴ with the Commission because Midwest Reliability Organization (MRO) and the Entity have entered into a Settlement Agreement to resolve all outstanding issues arising from Midwest Reliability Organization's determination and findings of the violations of the O&P Reliability Standards listed below.

According to the Settlement Agreement, the Entity admits the violation, and has agreed to the assessed penalty of one hundred thousand dollars (\$100,000), in addition to other remedies and actions to

¹ *Rules Concerning Certification of the Electric Reliability Organization; and Procedures for the Establishment, Approval, and Enforcement of Electric Reliability Standards*, Order No. 672, 114 FERC ¶ 61,104, order on reh'g, Order No. 672-A, 114 FERC ¶ 61,328 (2006); *Notice of New Docket Prefix "NP" for Notices of Penalty Filed by the N. Am. Elec. Reliability Corp.*, Docket No. RM05-30-000 (February 7, 2008); *Mandatory Reliability Standards for the Bulk-Power System*, Order No. 693, 118 FERC ¶ 61,218, order on reh'g, Order No. 693-A, 120 FERC ¶ 61,053 (2007).

² The Entity was included on the NERC Compliance Registry as a Generator Owner (GO) and Generator Operator (GOP) on October 1, 2016.

³ See 18 C.F.R. § 39.7(c)(2) and 18 C.F.R. § 39.7(d).

⁴ For purposes of this document, each violation at issue is described as a "violation," regardless of its procedural posture and whether it was a possible, alleged, or confirmed violation.

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mitigate the instant violation and facilitate future compliance under the terms and conditions of the Settlement Agreement.

Statement of Findings Underlying the Violation

This Notice of Penalty incorporates the findings and justifications set forth in the Settlement Agreement, by and between MRO and the Entity. The details of the findings and basis for the penalty are set forth in the Settlement Agreement and herein.

In accordance with Section 39.7 of the Commission's regulations, 18 C.F.R. § 39.7 (2025), NERC provides the following summary table identifying each violation of a Reliability Standard resolved by the Settlement Agreement. Further information on the subject violation is set forth in the Settlement Agreement and herein.

Violation(s) Determined and Discovery Method								
*SR = Self-Report / SC = Self-Certification / CA = Compliance Audit SPC = Spot Check / CI = Compliance Investigation / PDS = Periodic Data Submittal								
NERC Violation ID	Standard	Req.	VRF/VSL	Applicable Function(s)	Discovery Method* & Date	Violation Start-End Date	Risk	Penalty Amount
2023-01185	FAC-003-4	R2	High/ Severe	GO	PDS; 7/17/23	6/5/23 to 6/6/23	Moderate	\$100k

Information About the Entity

GPW is a 400 MW wind-powered generation company established in 2016 and located in Holt County, Nebraska. Generation is sold to Omaha Public Power District under a long-term power purchase agreement. GPW is a subsidiary of BHE Renewables, LLC, based in Des Moines, Iowa. BHE Renewables, LLC is a subsidiary of Berkshire Hathaway Energy, which serves approximately 13 million customers and end users and 213,200 circuit miles of electric transmission and distribution. GPW shares a common internal compliance program with all NERC registered entities of BHE Renewables, LLC. Individually, each GO and/or GOP subsidiary within BHE Renewables, LLC owns between 54 and 400 MW of wind-powered generation and between 50 and 586 MW of solar-powered generation. In total, BHE Renewables, LLC owns and operates approximately 2,544 MW of wind-powered generation and 1,536 MW of solar-powered generation, along with additional generation through geothermal, hydro, and natural gas.

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Executive Summary

The Entity violated one Facilities Design, Connection, and Maintenance (FAC) Standard Requirement. Specifically, GPW did not have adequate controls to manage vegetation to prevent encroachment into a radial 345kV generation tie-line, which resulted in a vegetation-related Sustained Outage.

FAC-003-4 R2 (2023-01185)

MRO determined that the Entity did not have adequate controls to manage vegetation to prevent encroachment into the Minimum Vegetation Clearance Distance (MCVD) of its applicable 345kV generation tie-line, operating within its Rating and all Rated Electrical Operating Conditions. The tie-line is a 14.12 miles long radial transmission line that crosses croplands and short grass prairies and pastures in the Nebraska Sandhills. The encroachment was due to vegetation growth into the transmission line's MVCD, which led to a vegetation-related Sustained Outage of approximately 23 hours. The Entity conducted an Extent of Condition (EOC) review and found no other issues. Attachment A includes additional facts regarding the violation.

The cause of this violation was a lack of internal controls. Specifically, the Entity's insufficient vegetation identification and removal/management efforts, along with growth in vegetation since the last inspection, led to the violation.

MRO determined that this violation posed a moderate and not serious or substantial risk to the reliability of the bulk power system (BPS). Attachment A includes the facts regarding the violation that MRO considered in its risk assessment.

The Entity submitted its mitigation activities to address the referenced violation. Attachment A includes a description of the mitigation activities the Entity took to address this violation.

The Entity certified that it had completed all mitigation activities. MRO verified that the Entity had completed all mitigation activities. Attachment A provides specific information on MRO's verification of the Entity's completion of the activities.

Regional Entity's Basis for Penalty

According to the Settlement Agreement, MRO has assessed a penalty of one hundred thousand dollars (\$100,000) for the referenced violation. In reaching this determination, MRO considered the following factors, as discussed in more detail in Attachment A:

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1. The violation posed a moderate risk to the reliability of the BPS;
2. The Entity had an internal compliance program at the time of the violation which MRO considered a neutral factor;
3. The Entity was cooperative throughout the compliance enforcement process, which MRO considered a mitigating factor;
4. There were no other mitigating or aggravating factors or extenuating circumstances that would affect the assessed penalty/disposition method.

After consideration of the above factors, MRO determined that, in this instance, the penalty amount of one hundred thousand dollars (\$100,000) is appropriate and bears a reasonable relation to the seriousness and duration of the violation.

Statement Describing the Assessed Penalty, Sanction, or Enforcement Action Imposed⁵

Basis for Determination

Taking into consideration the Commission's direction in Order No. 693, the NERC Sanction Guidelines and the Commission's July 3, 2008, October 26, 2009 and August 27, 2010 Guidance Orders,⁶ NERC Enforcement staff reviewed the applicable requirements of the violation at issue, and considered the factors listed above.

For the foregoing reasons, NERC Enforcement staff approved the resolution between MRO and the Entity and believes that the assessed penalty of one hundred thousand dollars (\$100,000) is appropriate for the violation and circumstances at issue, and is consistent with NERC's goal to promote and ensure reliability of the BPS.

Pursuant to 18 C.F.R. § 39.7(e), the penalty will be effective upon expiration of the 30-day period following the filing of this Notice of Penalty with FERC, or, if FERC decides to review the penalty, upon final determination by FERC.

Attachments to be Included as Part of this Notice of Penalty

⁵ See 18 C.F.R. § 39.7(d)(4).

⁶ N. Am. Elec. Reliability Corp., "Guidance Order on Reliability Notices of Penalty," 124 FERC ¶ 61,015 (2008); N. Am. Elec. Reliability Corp., "Further Guidance Order on Reliability Notices of Penalty," 129 FERC ¶ 61,069 (2009); N. Am. Elec. Reliability Corp., "Notice of No Further Review and Guidance Order," 132 FERC ¶ 61,182 (2010).

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The attachments to be included as part of this Notice of Penalty are the following documents:

1. Settlement Agreement by and between MRO and the Entity executed June 30, 2025, included as Attachment A; and
2. The Entity's Periodic Data Submittal for FAC-003-4 dated July 17, 2023, included as Attachment B.

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Notices and Communications: Notices and communications with respect to this filing may be addressed to the following:

<p>*Persons to be included on the Commission’s service list are indicated with an asterisk. NERC requests waiver of the Commission’s rules and regulations to permit the inclusion of more than two people on the service list.</p> <p>Tasha Ward* Director of Enforcement and External Affairs Midwest Reliability Organization tasha.ward@mro.net</p> <p>Sara Smith* Enforcement Attorney Midwest Reliability Organization Sara.smith@mro.net</p> <p>Mark Warden* SVP & General Counsel Grande Prairie Wind, LLC Mark.Warden@bherenewables.com</p> <p>Eric Smith* VP, Wind Operations Grande Prairie Wind, LLC Eric.Smith@bherenewables.com</p> <p>Emily Leone, Director* NERC and FERC Compliance Emily.Leone@bherenewables.com</p>	<p>Teresina Stasko* Assistant General Counsel and Director of Enforcement North American Electric Reliability Corporation 1401 H Street NW, Suite 410 Washington, DC 20005 (202) 400-3000 (202) 644-8099 – facsimile teresina.stasko@nerc.net</p> <p>James McGrane* Senior Counsel North American Electric Reliability Corporation 1401 H Street NW, Suite 410 Washington, DC 20005 (202) 400-3000 (202) 644-8099 – facsimile james.mcgrane@nerc.net</p> <p>Caelyn Palmer* Counsel North American Electric Reliability Corporation 1401 H Street NW, Suite 410 Washington, DC 20005 (202) 400-3000 (202) 644-8099 – facsimile caelyn.palmer@nerc.net</p>
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Conclusion

NERC respectfully requests that the Commission accept this Notice of Penalty as compliant with its rules, regulations, and orders.

Respectfully submitted,

/s/ Caelyn Palmer

James McGrane
Senior Counsel
Caelyn Palmer
Counsel
North American Electric Reliability
Corporation
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cc: Grande Prairie Wind, LLC
Midwest Reliability Organization

Attachments

ATTACHMENT A

Settlement Agreement by and between
MRO and Grande Prairie Wind, LLC
dated June 30, 2025

**SETTLEMENT AGREEMENT
OF
MIDWEST RELIABILITY ORGANIZATION
AND
GRANDE PRAIRIE WIND, LLC**

I. EXECUTIVE SUMMARY

1. Midwest Reliability Organization (“MRO”) and Grande Prairie Wind, LLC (“GPW”) (collectively, “the Parties”) enter into this Settlement Agreement (“Agreement”) to resolve all outstanding issues arising from a preliminary and non-public assessment resulting in MRO’s determination and findings, pursuant to the North American Electric Reliability Corporation (“NERC”) Rules of Procedure, of a violation by GPW of NERC Reliability Standard FAC-003-4 R2 (2023-01185).
2. GPW admits to the violation of NERC Reliability Standard FAC-003-4 R2 and has agreed to the proposed penalty (\$100,000) to be assessed to GPW, in addition to other remedies and mitigation actions to mitigate the instant alleged violation and ensure future compliance under the terms and conditions of the Agreement.
3. The facts stipulated herein are stipulated solely for the purpose of resolving, between the Parties, the violation discussed herein and do not constitute stipulations or admissions for any other purpose.

II. OVERVIEW OF GPW

4. GPW is a 400 MW wind-powered generation company established in 2016 and located in Holt County, Nebraska. Generation is sold to Omaha Public Power District under a long-term power purchase agreement. GPW is registered in the NERC Compliance Registry as a Generator Owner (GO) and Generator Operator (GOP) in the MRO region. GPW, in its capacity as a GO, is subject to compliance with FAC-003-4 R2. GPW is a subsidiary of BHE Renewables, LLC, based in Des Moines, Iowa. BHE Renewables, LLC, is a subsidiary of Berkshire Hathaway Energy, which serves approximately 13 million customers and end users and 213, 200 circuit miles of electric transmission and distribution.
5. Individually, each GO and/or GOP subsidiary within BHE Renewables, LLC owns between 54 and 400 MW of wind-powered generation and between 50 and 586 MW of solar-powered generation. In total, BHE Renewables, LLC owns and operates approximately 2,544 MW of wind-powered generation and 1,536 MW of solar-powered generation, along with additional generation through geothermal, hydro, and natural gas. GPW shares a common internal compliance program (ICP) with all NERC registered entities of BHE Renewables, LLC.

III. VIOLATION

A. FAC-003-4 R2.4 (2023-01185)

6. FAC-003 ensures a Responsible Entity prevents outages from vegetation located on transmission rights-of-way ("ROW"), minimizes outages from vegetation located adjacent to ROW, maintains clearances between transmission lines and vegetation on and along transmission ROW, and reports vegetation related outages of the transmission system.
7. A violation of FAC-003 R2 has the potential to affect the reliable operation of the Bulk Power System by increasing the likelihood that Registered Entities will not maintain safe clearances between transmission lines and vegetation, thereby leading to outages.
8. FAC-003-4 R2 states:

R2. Each applicable Transmission Owner and applicable Generator Owner shall maintain vegetation to prevent encroachments into the MVCD of its applicable line(s) which are not either an element of an IROL, or an element of a Major WECC Transfer Path; operating within its Rating and all Rated Electrical Operating Conditions of the types shown below:

- 2.4** An encroachment due to vegetation growth into the line MVCD that caused a vegetation-related Sustained Outage.

Description of Violation and Risk Assessment

9. On July 17, 2023, GPW reported in its FAC-003 Q2 2023 quarterly report for its Periodic Data Submittal that as a Generator Owner, that it was noncompliant with FAC-003-4 R2.4.
10. GPW did not have adequate controls to manage vegetation to prevent encroachment into the Minimum Vegetation Clearance Distance (MCVD) of its applicable 345kV generation tie-line, operating within its Rating and all Rated Electrical Operating Conditions. The tie-line is a 14.12 miles long radial transmission line that crosses croplands and short grass prairies and pastures in the Nebraska Sandhills. The encroachment was due to vegetation growth into the transmission line's MVCD, which also caused a vegetation-related Sustained Outage.
11. On June 5, 2023, GPW experienced a C-phase to ground fault on its 345 kV generation tie-line. This caused the GPW main generator supply breaker and the two breakers at the other end of the 345kV tie-line owned by another registered entity to trip open, clearing the fault on the 345kV tie-line. GPW immediately investigated the cause of the trip, and upon visual inspection of the transmission lines, found a tree that demonstrated damage from contacting the overhead C-phase line. The suspected tree and surrounding vegetation were cut back, the remainder of the line was visually inspected, the fault cleared, and the transmission line was restored to service. Although the outage duration was approximately 23 hours, at the time of the trip, GPW was not generating due to low wind speed conditions.
12. GPW performed an extent of condition review of its compliance with the Standard and found no other issues. As part of its mitigation of the issue, GPW performed an

inspection of the transmission line during the Sustained Outage to ensure no further vegetation encroachments were occurring within the MVCD of the line. After the transmission line was restored to service, GPW performed an additional inspection and clearing of the right of way as described in more detail in the Statement of GPW section below.

13. The cause of the violation was that GPW did not have adequate controls to ensure that it had no vegetation encroachments into the MVCD of its generation tie-line to prevent a Sustained Outage. Specifically, the Entity's insufficient vegetation identification and removal/management efforts, along with growth in vegetation since the last inspection, led to the violation.
14. The violation started on June 5, 2023, the day a Sustained Outage occurred on GPW's 345kV tie-line, caused by vegetation encroachments into its MVCD, and ended on June 6, 2023, when GPW removed the encroachment, and performed an inspection to ensure that it had no further encroachments.
15. This violation posed a moderate risk and did not pose a serious or substantial risk to the reliability of the Bulk Power System (BPS). Failure to manage vegetation to prevent encroachment into the MVCD will increase the chance of vegetation contact and transmission line tripping. The risk in this violation is not minimal because the vegetation encroachment into the MVCD of the radial 345kV generation tie-line caused a Sustained Outage and exposed the 345kV Transmission system to a fault. The risk in this violation was not serious or substantial because the affected Facility, which is the only generating facility GPW owns, has a nameplate rating of 400 MW. During most operating conditions, a trip at this Facility would not have a significant impact on the BPS because it is not a networked transmission Facility and is not identified as a Blackstart Resource or part of a Remedial Action Scheme. Additionally, the affected 345kV generation tie-line is not identified as an element of an Interconnection Reliability Operating Limit. Also, the breakers that tripped due to the ground fault performed as expected to isolate the fault. The loss of the 345kV radial line would not increase power transfers on other transmission lines in the system.

Mitigating Actions

16. To mitigate this violation, GPW completed the following Mitigating Activities. First, GPW removed the encroachment and performed an additional inspection to ensure that no further encroachments were occurring. Second, GPW adjusted its Environmental Compliance Management System record for the affected Facility to increase the frequency of inspection to a minimum of semi-annual. Third, GPW verified the 15-foot procedurally-declared clearing distance was maintained and documented with photographs and comments as part of the recurring inspection process reports. Fourth, GPW conducted a review and updated its FAC-003 program to include the transition to biannual inspections. Fifth, GPW conducted training on the timeline, clearance distances and purpose of FAC-003-4.
17. On February 2, 2024, GPW certified to MRO that it completed these Mitigating Activities as of August 25, 2023. On February 5, 2024, MRO verified the completion of these Mitigating Activities.

IV. PARTIES' SEPARATE REPRESENTATIONS

A. Statement of MRO

18. MRO agrees that this Agreement is in the best interest of the Parties and in the best interest of BPS reliability.

B. Statement of GPW

19. GPW admits that the facts set forth and agreed to by the Parties for purposes of this Agreement constitute a violation of FAC-003-4 R2.
20. GPW agrees to the alleged violation, and has agreed to enter into this Settlement Agreement with MRO to avoid extended litigation with respect to the matters described or referred to herein, to avoid uncertainty, and to effectuate a complete and final resolution of the issues set forth herein. GPW agrees that this Agreement is in the best interest of the Parties and in the best interest of maintaining a reliable electric infrastructure.
21. GPW states that the risk to the grid was minimal and there was a net zero effect on the grid since GPW was not generating and the 345kV transmission line is a radial circuit.
22. To strengthen the quality of its visual inspections, GPW is now maintaining an approximately 60-foot clearance ensuring an approximately 30-foot clearance on each side of the transmission line structure. This will ensure inspectors have a clear view of the surrounding vegetation to prevent recurrence. GPW is also implementing other technologies to maintain the MVCD. In October 2024, GPW completed an aerial transmission line inspection using a drone and a light detection and ranging (LIDAR) survey to create a 3D model of GPW's transmission right-of-way.

V. ADJUSTMENT FACTORS

23. In addition to the facts and circumstances stated above, MRO considered the following factors in its penalty determination.

Internal Compliance Program

24. MRO reviewed GPW's Internal Compliance Program (ICP) and considered it to be a neutral factor in the penalty determination. GPW is included in BHE Renewables, LLC's overarching ICP. The ICP covers topics including oversight structure, accountability, compliance monitoring and training, among other areas. However, GPW did not immediately report this FAC-003 violation; instead, GPW submitted a report in its Periodic Data Submittal more than a month later. In addition, the cause of the violation was GPW's lack of adequate controls to ensure that it had no vegetation encroachments into the MVCD of its generation tie-line.

Cooperation

25. GPW has been cooperative throughout the mitigation and enforcement process. GPW self-reported the issue of noncompliance in the form of its Periodic Data Submittal, performed an extent of condition review on its own merit, and provided MRO with evidence and supplemental information in a timely manner and upon request.

Compliance History

26. When assessing the penalty for the violation at issue in the Agreement, MRO considered whether the facts of this violation constituted repetitive infractions. MRO considered GPW's compliance history and determined that there were no relevant instances of noncompliance.

VI. PENALTY

27. Based on the above factors, as well as the mitigation actions and preventative measures taken, GPW shall pay a monetary penalty of \$100,000 to MRO.
28. MRO shall present an invoice to GPW within 20 days after the Agreement is either approved by the Commission or affirmed by operation of law. Upon receipt, GPW shall have 30 days to remit payment. GPW shall remit payment to MRO by wire transfer. MRO will notify NERC if it does not timely receive the payment from GPW.
29. Failure to make a timely penalty payment or to comply with any of the terms and conditions agreed herein, or any other conditions of this Agreement, shall be deemed to be either the same violation that initiated this Settlement and/or additional violation(s) and may subject GPW to new or additional enforcement, penalty, or sanction actions in accordance with the NERC Rules of Procedure.
30. If GPW fails to timely remit the monetary penalty payment to MRO, interest will commence to accrue on the outstanding balance, pursuant to 18 C.F.R. § 35.19a (a)(2)(iii), on the earlier of (a) the 31st day after the date on the invoice issued by MRO to GPW for the monetary penalty payment or (b) the 51st day after the Agreement is approved by the Commission or operation of law.

VII. ADDITIONAL TERMS

31. The Parties agree that this Agreement is in the best interest of BES reliability. The terms and conditions of this Agreement are consistent with the regulations and orders of the Commission and the NERC Rules of Procedure.
32. MRO shall report the terms of all settlements of compliance matters to NERC. NERC will review the settlement for the purpose of evaluating its consistency with other settlements entered into for similar violations or under similar circumstances. Based on this review, NERC will either approve or reject the settlement and notify MRO of changes to the settlement that would result in approval. If NERC rejects the settlement, NERC will provide specific written reasons for such rejection and MRO will attempt to negotiate a revised settlement agreement with GPW that addresses NERC's concerns. If a settlement cannot be reached, the enforcement process shall continue to conclusion. If NERC approves the settlement, NERC will (a) report the approved settlement to the Commission for review and approval by order or operation of law and (b) publicly post the violations and the terms provided for in this Agreement.
33. MRO reserves all rights to initiate enforcement action against GPW in accordance with the NERC Rules of Procedure in the event that GPW fails to comply with any of the terms or conditions of this Agreement. GPW retains all rights to defend against such action in accordance with the NERC Rules of Procedure.
34. GPW agrees that this Agreement, when approved by NERC and the Commission, shall represent a final settlement of all matters set forth herein and GPW waives its right to further hearings and appeal, unless and only to the extent that GPW contends that any

NERC or Commission action on the Agreement contains one or more material modifications to the Agreement. In the event GPW fails to comply with any of the stipulations, remedies, sanctions, or additional terms, as set forth in this Agreement, MRO will initiate enforcement, penalty, or sanction actions against GPW to the maximum extent allowed by the NERC Rules of Procedure, up to the maximum statutorily allowed penalty or sanction. GPW shall retain all rights to defend against such enforcement actions, also according to the NERC Rules of Procedure.

35. GPW consents to MRO's future use of MRO's determinations, findings, and conclusions set forth in this Agreement for the purpose of assessing the factors within the NERC Sanction Guidelines and applicable Commission orders and policy statements, including, but not limited to, the factor evaluating GPW's history of violations. Such use may be in any enforcement action or compliance proceeding undertaken by NERC or any Regional Entity or both, provided, however, that GPW does not consent to the use of the specific acts set forth in this Agreement as the sole basis for any other action or proceeding brought by NERC or any Regional Entity or both, nor does GPW consent to the use of this Agreement by any other party in any other action or proceeding.
36. GPW affirms that all of the matters set forth in this Agreement are true and correct to the best of its knowledge, information and belief, and that it understands that MRO enters into this Agreement in express reliance on the representations contained herein, as well as any other representations or information provided by GPW to MRO during any GPW interaction with MRO related to the subject matter of this Agreement.
37. Upon execution of this Agreement, the Parties stipulate that the alleged violation resolved through this Agreement will be considered a violation. The Parties further stipulate that all required, applicable information listed in Section 5.3 of the CMEP is included within this Agreement.
38. Each of the undersigned agreeing to and accepting this Agreement warrants that he or she is an authorized representative of the party designated below, is authorized to bind such party and accepts the Agreement on the party's behalf.
39. The undersigned agreeing to and accepting this Agreement warrant that they enter into this Agreement voluntarily and that, other than the recitations set forth herein, no tender, offer, or promise of any kind by any member, employee, officer, director, agent, or representative of the Parties has been made to induce the signatories or any other party to enter into this Agreement.
40. This Agreement binds the Parties upon execution and may only be altered or amended by written agreement executed by the Parties. GPW expressly waives its right to any hearing or appeal concerning any matter set forth herein, unless and only to the extent that GPW contends that any NERC or Commission action constitutes a material modification to this Agreement.
41. The Agreement may be signed in counterparts.
42. This Agreement is executed in duplicate, each of which so executed shall be deemed to be an original.

Agreed to and accepted:¹



Tasha R. Ward
Director of Enforcement and External Affairs
Midwest Reliability Organization

June 30, 2025

Date



Eric Smith
Vice President, Wind Operations
Grande Prairie Wind, LLC

June 19, 2025

Date

¹ An electronic version of this executed document shall have the same force and effect as the original.

ATTACHMENT B
Discovery Document
from Periodic Data Submittal
dated July 17, 2023

Finding Record - Violation ID: 2023-01185

General information

Compliance Enforcement Authority:	MRO
Registration:	NCR11682 - Grande Prairie Wind, LLC
Applicable Requirement:	FAC-003-4 R2.
Applicable Part(s):	FAC-003-4 R2.4.
Applicable Reliability Function(s):	GO
Region - Jurisdiction in which the Potential Noncompliance Occurred:	MRO-US
Other Region - Jurisdiction(s) where you are reporting this Potential Noncompliance:	
Entity in Coordinated Oversight:	No
Associated Registrations Impacted:	
If Finding from Audit, related Audit Finding ID:	
Finding Created by CEA:	Yes

Discovery and Description

Monitoring Method:	Periodic Data Submittal
When was the Potential Noncompliance discovered?:	July 17, 2023
When did the Potential Noncompliance start?:	June 5, 2023
Is the Potential Noncompliance still occurring?:	No
When did you return to compliance?:	June 6, 2023
What is the basis for selecting the start date?:	Date the outage started.
How was the Potential Noncompliance Discovered?:	The entity reported it in the FAC-003 Q2 2023 quarterly reporting for their Periodic Data Submittal issued by MRO.
Please describe the Potential Noncompliance in detail:	Grande Prairie Wind, LLC experienced a C phase to ground fault on June 5, 2023 at 12:40 pm. The 345kV transmission line fault caused the Grande Prairie 345kV main supply breaker and two 345kV breakers at a WAPA substation to trip open. The site investigated the cause of the trip and on visual inspection of the transmission lines found a tree that demonstrated damage from contracting the overhead C phase line.

Extent of Condition and Root Cause

Has an Extent of Condition Review been performed?:	No
If yes, what was/is the Extent of Condition?:	
What cause(s) led to the Potential Noncompliance?:	Category 1B — Grow-ins: Sustained Outages caused by vegetation growing into applicable lines, but are not identified as an element of an IROL or Major WECC Transfer Path, by vegetation inside and/or outside of the ROW

Risk and Impact

What do you think the Potential Impact to the BPS was/is from this Potential Noncompliance?:	Moderate
Why do you believe that to be the correct Potential Impact?:	TBD
How likely is it that Impact could have occurred?:	TBD
Was there any actual impact to the BPS?:	Unknown
If yes, what was the Actual Impact to the BPS?	

Additional Comments

Please provide any additional comments	Per the entity: The suspect tree and surrounding vegetation were cut back, the remainder of the line was visually inspected, the fault cleared, and power restored. The outage duration was 1,380 minutes.
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