

November 2, 2009

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

RE: *Southwest Power Pool, Inc.*, Docket No. ER10-_____
Submission of Network Integration Transmission Service Agreement

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d, and section 35.13 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations, 18 C.F.R. § 35.13, Southwest Power Pool, Inc. ("SPP") submits an executed Service Agreement for Network Integration Transmission Service ("Service Agreement") between SPP as Transmission Provider and American Electric Power Service Corporation ("AEP") as Agent for Public Service Company of Oklahoma ("PSO") and Southwestern Electric Power Company ("SWEPCO"), as the Network Customer. SPP also submits an unexecuted Network Operating Agreement ("NOA") between SPP as Transmission Provider, AEP as Agent for PSO and SWEPCO as the Network Customer, and AEP as agent for PSO, SWEPCO, and AEP Texas North Company as the Host Transmission Owner (the Service Agreement and NOA are collectively "the Agreements").¹ The Agreements submitted in this filing modify two Network Integration Transmission Service Agreements and Network Operating Agreements that were filed as part of the Settlement Agreement ("Settlement") submitted by SPP on October 20, 2009 in Docket Nos. ER08-1206-000, ER08-1206-001 and ER09-342-000. The Settlement is currently pending before the Commission. SPP is submitting this filing because the

¹ The NOA is being submitted unexecuted because time constraints prevented the parties to the NOA from executing the NOA. Nonetheless, the parties to the NOA support the filing of this NOA.

Agreements include terms and conditions that do not conform to the standard forms of service agreements that are in SPP's Open Access Transmission Tariff ("SPP Tariff").²

Background

On November 25, 2008, SPP filed in Docket No. ER09-342-000 an unexecuted amended Service Agreement for Network Integration Transmission Service between SPP as the Transmission Provider and AEP, as Agent for PSO and SWEPCO, as the Network Customer ("AEP Service Agreement"). The AEP Service Agreement was filed on an unexecuted basis because of a dispute between AEP and SPP concerning the proposed cost allocation of a network upgrade on Southwestern Power Administration's³ transmission system ("Network Upgrade") required for AEP's designation of a particular network resource. On April 24, 2009, the Commission issued an order accepting and nominally suspending the AEP Service Agreement, subject to refund, and establishing hearing and settlement judge procedures regarding the allocation of the costs associated with the Network Upgrade.⁴

On April 17, 2009, SPP submitted in Docket No. ER09-1012-000 a superseding version of the AEP Service Agreement that included the Network Upgrade. SPP's filing in Docket No. ER09-1012-000 was accepted by the Commission on June 10, 2009, subject to the outcome of Docket No. ER09-342-000.⁵

On October 20, 2009, SPP submitted the Settlement, which resolved all outstanding issues in Docket No. ER09-342-000. As part of the Settlement, SPP submitted revised versions of the AEP Service Agreements that were accepted by the Commission in Docket Nos. ER09-342-000 and ER09-1012-000 reflecting the removal of the Network Upgrade. The Settlement is currently pending before the Commission.

² See SPP Tariff at Attachment F ("*pro forma* Service Agreement") and Attachment G ("*pro forma* NOA").

³ SPA is an agency of the U.S. Department of Energy. Pursuant to Attachment AD of SPP's Tariff, SPP uses SPA's transmission facilities under the SPP Tariff, administers SPA's Open Access Transmission Tariff, and provides scheduling services, regional reliability services, operating reserve sharing, OASIS administration, and reliability coordination.

⁴ *Sw. Power Pool*, 127 FERC ¶ 61,076 (2009) ("April 24 Order").

⁵ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1012-000 (June 10, 2009) ("Letter Order").

Descriptions and Justification of Revisions to the Agreements

The Agreements, which are included in this filing as Exhibit I, are identical in all material respects to the AEP Service Agreements pending before the Commission in the Settlement dockets except for the changes described below. These changes have been made with AEP's consent and are necessary to help facilitate AEP's request for network service.⁶ The Agreements are being filed with the Commission because they contain modifications that do not conform to SPP's standard form of service agreements.⁷ Therefore, the Agreements are not solely included in SPP's quarterly electronic filing of transmission service agreements pursuant to Order No. 2001.⁸

Language has been added to and removed from Section 8.7 of Attachment 1 of the Service Agreement. Specifically, a table has been added to Section 8.7 to specify the potential redispatch pairs listed in Table 6 of the final posting of 2006 AG3, 2007 AG2, and 2007 AG3 aggregate studies. AEP agrees to provide at least one of these potential redispatch pairs. The new table denotes the network resources for which redispatch is required to alleviate loading on the facilities listed in Attachment A to the Service Agreement prior to completion of necessary network upgrades.⁹ Thus, the original language requiring AEP to provide redispatch in order to receive network service from the Harry D. Mattison Power Plant network resource has been removed from Section 8.7, but redispatch is still required for the Harry D. Mattison Power Plant as noted in the

⁶ A copy of the Agreements are provided as Exhibit I, with redlined versions of the Agreements showing these minor changes included as Exhibit II.

⁷ The Agreements also contain additional, conforming provisions, as discussed below.

⁸ *See Revised Public Utility Filing Requirements*, Order No. 2001, 2001-2005 FERC Stats. & Regs., Regs. Preambles ¶ 31,127, *reh'g denied*, Order No. 2001-A, 100 FERC ¶ 61,074, *reconsideration and clarification denied*, Order No. 2001-B, 100 FERC ¶ 61,342, *enforcing*, Order No. 2001-C, 101 FERC ¶ 61,314 (2002), *enforcing*, Order No. 2001-D, 102 FERC ¶ 61,334, *order on clarification*, Order No. 2001-E, 105 FERC ¶ 61,352 (2003), *order on clarification*, Order No. 2001-F, 106 FERC ¶ 61,060 (2004), *order adopting EQR data dictionary*, Order No. 2001-G, 120 FERC ¶ 61,270, *order on reh'g and clarification*, Order No. 2001-H, 121 FERC ¶ 61,289 (2007), *order revising EQR data dictionary*, Order No. 2001-I, 125 FERC ¶ 61,103 (2008).

⁹ Attachment A of the Service Agreement has also been updated to reflect the redispatch required for transmission service under the Agreements.

additional table. This additional language is conforming and consistent with the SPP Tariff.¹⁰

Non-conforming language has been added to Section 8.7 of Attachment 1 to the Service Agreement providing that SPP will curtail AEP's network service in the event AEP fails to comply with a SPP request for interim redispatch.¹¹ This language is consistent with the SPP Tariff and with Commission precedent. Section 30.5 of the SPP Tariff provides that a condition of the network customer taking service is that the network customer agrees "to redispatch its Network Resources as requested by the Transmission Provider pursuant to Section 33.2 [of the SPP Tariff] and in accordance with Attachment K."¹² Therefore, by taking network service, AEP has agreed to redispatch network resources when called upon to do so by SPP. Further, Commission precedent allows a transmission provider to curtail service for a third-party resource if the third-party resource fails to perform its redispatch obligation.¹³ Because the additional language is

¹⁰ See SPP Tariff at Section 30.5 (providing that a condition of the network customer taking service is that the network customer agrees "to redispatch its Network Resources as requested by the Transmission Provider pursuant to Section 33.2 [of the SPP Tariff] and in accordance with Attachment K."); see also SPP Tariff at Attachment K, Section I.A ("To the extent the Transmission Provider can relieve any system constraint for Firm Point-To-Point or Network Integration Transmission Service by redispatching the generation resources of the Transmission Owner(s) or other willing generators, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 27 of this Tariff and this procedure.").

¹¹ See Service Agreement at Attachment 1, Section 8.7. ("In the absence of implementation of interim redispatch as requested by the Transmission Provider for Network Customer transactions resulting in overloads on limiting facilities, the Transmission Provider shall curtail the customers schedule.").

¹² SPP Tariff at Section 30.5.

¹³ Specifically, the Commission in Order No. 890 stated that "transmission providers may curtail transmission customers if a third-party resource fails to perform its contractual redispatch obligation. This or any other remedy for non-performance must be specified in writing between the parties prior to commencement of the service." See *Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, 2006-2007 FERC Stats. & Regs., Regs. Preambles ¶ 31,241, at P 1007, *order on reh'g*, Order No. 890-A, 2006-2007 FERC Stats. & Regs., Regs. Preambles ¶ 31,261 (2007), *order on reh'g and clarification*, Order No. 890-B, 123 FERC ¶ 61,299 (2008), *order on reh'g and clarification*, Order No. 890-C, 126 FERC ¶ 61,228 (2009).

consistent with the SPP Tariff and Order No. 890, the Commission should accept the language in Section 8.7 of Attachment 1 of the Service Agreement.

Finally, language has been added to Section 8.9 of Attachment 1 of the Service Agreement specifying that the transmission service requested by AEP from five specified designated network resources depends on and is contingent on completion of certain upgrades. The costs of these upgrades are not assigned to AEP. These added provisions are conforming and consistent with Section 29.3 of the SPP Tariff, which provides that network transmission service may not commence until installation of all necessary equipment has been completed.¹⁴

The modifications, including the non-conforming provisions, in the Agreements provide additional clarity and are necessary to accommodate AEP's request for network service.¹⁵ As such, this filing is consistent with the public interest and warrants approval by the Commission. SPP is serving a copy of this filing on the representatives for all parties listed in the Agreements.

Effective Date and Waiver

SPP requests an effective date of October 1, 2009 for the Agreements. Pursuant to section 35.11 of the Commission's rules and regulations, 18 C.F.R. § 35.11, SPP requests a waiver of the Commission's 60-day notice requirement set forth at 18 C.F.R. § 35.3. Waiver is appropriate because the Agreements are being filed no later than 30 days after the commencement of service.¹⁶

¹⁴ See SPP Tariff at Section 29.3; see also *Sw. Power Pool, Inc.*, 118 FERC ¶ 61,148, at P 40 (2007) (describing how SPP Tariff Section 29.3 "states that network service 'shall not commence until the [transmission provider has] completed installation of all equipment.'").

¹⁵ In addition, Sections 2.0, 8.1 and 8.4.1 of Attachment 1 to the Service Agreement have been modified in order to conform with SPP's *pro forma* Service Agreement. Also, the network resources added to Section 8.9 of Attachment 1 of the Service Agreement have been added to Appendix 1, and a receipt point was added to Appendix 2. These additions to Appendix 1 and 2 are conforming.

¹⁶ See *Prior Notice Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,983-84, *order on reh'g*, 65 FERC ¶ 61,081 (1993).

Additional Information

A. Information Required by Section 35.13 of the Commission's Regulations, 18 C.F.R. § 35.13:

(1) Documents submitted with this filing:

In addition to this transmittal letter, clean copies of the Agreements are included in this filing as Exhibit I, with a redlined copy of the Agreements illustrating the changes between the Agreements submitted herein and the agreements filed in ER09-1012-000, as modified by the settlement currently pending before the Commission, included as Exhibit II.¹⁷

(2) Effective Date:

As discussed in this filing, SPP respectfully requests that the Commission accept the Agreements with an effective date of October 1, 2009.

(3) Service:

SPP is serving a copy of this filing on the representatives for all parties listed in the Agreements.

(4) Basis of Rate:

All charges will be determined in accordance with SPP's Tariff.

¹⁷ There are no revisions to the NOA.

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B. Communications

Copies of this filing have been served upon all parties to the Agreements. Any correspondence regarding this matter should be directed to:

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415 North McKinley, #140 Plaza West
Little Rock, AR 72205
Telephone: (501) 614-3380
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1200 G Street, N.W., Suite 600
Washington, DC 20005-3802
Telephone: (202) 393-1200
Fax: (202) 393-1240
reed@wrightlaw.com
segers@wrightlaw.com

Conclusion

For all the foregoing reasons, SPP respectfully requests that the Commission accepted the Agreements with an effective date of October 1, 2009.

Respectfully submitted,



Wendy N. Reed
Matthew K. Segers
Tyler R. Brown

**Attorneys for Southwest Power
Pool, Inc.**

EXHIBIT I

SERVICE AGREEMENT FOR NETWORK INTEGRATION
TRANSMISSION SERVICE BETWEEN SOUTHWEST POWER POOL AND
AMERICAN ELECTRIC POWER COMPANY

This Network Integration Service Agreement ("Service Agreement") is entered into this 1st Day of June, 2008, by and between American Electric Power Service Corporation as Agent for Public Service Company of Oklahoma and Southwestern Electric Power Company, ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as a "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission"), as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the Southwest Power Pool and acts as agent for the Transmission Owners in providing service under the Tariff; and

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

Whereas, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

- 1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer's Network Resources that the Network Customer has committed to meet its load.
- 2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III, and V of the Tariff and this Service Agreement with attached Specifications.
- 3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.
- 4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through September 1st, 2020. Thereafter, it will continue from year to

year unless terminated by the Network Customer or the Transmission Provider by giving the other one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the Network Customer remains responsible for any outstanding charges, including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.

5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool: Carl Monroe
Executive Vice President and Chief Operating
Officer
415 N. McKinley 140 Plaza West
Little Rock, AR 72205

Network Customer: Robert W. Bradish
Vice President Market Operations
155 West Nationwide Boulevard Suite 500
Columbus, OH 43215

- 7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.
- 8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.

9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

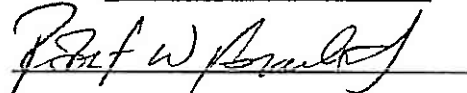
APPROVED
IK
BY

TRANSMISSION PROVIDER



Carl Monroe
Executive Vice President and
Chief Operating Officer
Southwest Power Pool, Inc.

NETWORK CUSTOMER



Robert W. Bradish
Vice President Market Operations
American Electric Power Service
Corp.

10/28/09
Date

10/23/09
Date

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION
SERVICE AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND AMERICAN ELECTRIC POWER
COMPANY
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE**

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load in American Electric Power Control Area as listed in Appendix 3. Network Customer delivery points are as metered at its generation and transmission interconnection points.

The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point and at each generating facility. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Control Areas and Intervening Systems Providing Transmission Service

The affected Control Area is American Electric Power. For deliveries to Minden, Ringgold, and Castor the intervening system providing transmission service is Entergy Corporation. Minden, Ringgold, and Castor are physically on Entergy Corporation's transmission system and are dynamically telemetered into the American Electric Power Control Area. All other Network Load is on the American Electric Power Transmission System and within the American Electric Power Control Area.

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of Network Customer identified in Section 2.0 hereof as the Network Load are within the American Electric Power Control Area. The Network Customers load for delivery points physically on Entergy Corporation's transmission system are dynamically telemetered into the American Electric Power Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of American Electric Power identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge per Section 34.1a and Part V of the Tariff.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

- a) Scheduling and Tariff Administration Service per Schedule 1A of the Tariff.
- b) Scheduling. System Control and Dispatch Service per Schedule 1 of the Tariff.
- c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.
- d) Regulation and Frequency response Service per Schedule 3 of the Tariff.
- e) Energy Imbalance Service per Schedule 4 of the Tariff.

- f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.
- g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services will be self-supplied by The Network Customer in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1 and 2.

8.4.2 With its annual forecasts, the Network Customer shall indicate its source for Ancillary Services in accordance with the Tariff to be in effect for the upcoming calendar year. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be provided for and charged in accordance with the Tariff.

8.4.3 When the Network Customer elects to self provide Ancillary Services and is unable to provide its own Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses

The Network Customer shall replace losses in accordance with Attachment M of the Tariff.

8.6 Power Factor Correction Charge

N/A

8.7 Redispatch Charge

Redispatch charges shall be in accordance with Section 33.3 of the Tariff.

For transmission request and network resource (denoted in table below) , provide generation redispatch power in the specified amounts necessary to alleviate loading on the facilities listed in Attachment A prior to completion of Reliability and Construction Pending upgrades. The Network Customer agrees to provide at least one of the potential AEP redispatch pairs listed in Table 6 of the final posting of study (denoted in table below) , and the Transmission Provider agrees that such redispatch will satisfy the redispatch obligation.

Transmission Request	Network Resource	Aggregate Study
1522335	Harry D. Mattison Power Plant	2006-AG3
73315204	Blue Canyon Wind	2007-AG2
73315214	Oneta Energy Center	2007-AG2
1352732	Oneta Energy Center	2007-AG3
73468897	Harrison County Power Plant	2007-AG3
73482335	J. Lamar Stall Power Plant	2007-AG3

In the absence of implementation of interim redispatch as requested by the Transmission Provider for Network Customer transactions resulting in overloads on limiting facilities, the Transmission Provider shall curtail the customers schedule.

Such redispatch obligations shall be arranged in accordance with Attachment K and shall occur in advance of curtailment of other firm reservations impacting these constraints. Network Customer shall bear the cost of such redispatch.

This interim network integration transmission service shall remain in place until the network upgrades are completed and the ATC required for this service is available.

8.8 Wholesale Distribution Service Charge

N/A

8.9 Network Upgrade Charges

A. The Network Customer has confirmed the following supplemental Network Resources requiring Network Upgrades:

1. Eastman Cogeneration 200 MW from POR – CSWS, Source - Eastman facility to POD – CSWS, Sink – CSWS, as more specifically identified in original transmission service request 1254618. Contingent upon the completion of required upgrades as specified below, designation of this resource shall be effective on April 1, 2007 and shall remain effective through April 1, 2010.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2005-AG1 allocated network upgrades. The Transmission Provider is responsible for issuing the necessary written authorization(s) to the constructing Transmission Owner(s) so that the upgrades are completed by the required dates. The costs of these upgrades are allocated to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

- a) Network upgrades on the Northwest Henderson- Oak Hill #1 138kV Ckt 1 facility by American Electric Power required by June 1, 2007. This upgrade consists of replacing the wave trap and resetting CT's at Northwest Henderson Substation.

The requested service depends on and is contingent on completion of the following Transmission Owner reliability upgrades resulting from the 2006 Expansion Plan. The Transmission Provider is responsible for issuing the necessary written authorization(s) to the constructing Transmission Owner(s) so that the upgrades are completed by the required dates. These upgrades costs are not assignable to the Network Customer.

- a) Transmission Owner reliability upgrades by American Electric Power on the Knox Lee- Oak Hill #2 138kV facility required by June 1, 2007, and completion of Transmission Owner reliability upgrades by American Electric Power on the Alumax Tap – Northwest Texarkana 138kV facility required by June 1, 2008.