

November 30, 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 amended Service Agreement for Network Integration Transmission Service ("Network Service Agreement") between SPP as Transmission Provider and Kansas City Power & Light Greater Missouri Operations Company ("KCP&L-GMO") as the Network Customer. SPP also submits in this filing an executed Network Operating Agreement ("NOA") between SPP as Transmission Provider and KCP&L-GMO as both the Network Customer and the Host Transmission Owner (the Network Service Agreement and NOA are collectively "the Network Agreements"). The Network Agreements submitted in this filing modify the agreements that were accepted by the Commission on June 18, 2009 in Docket No. ER09-1004-000.¹ SPP is submitting this filing because the Network Agreements, in part, include terms and conditions that do not conform to the standard forms of service agreements that are in SPP's Open Access Transmission Tariff ("OATT" or "Tariff").

As discussed below, SPP is also submitting a notice of cancellation for the agreement for Firm Point-to-Point Transmission Service between SPP and KCP&L-

¹ *Sw. Power Pool, Inc.*, 127 FERC ¶ 61,247 (2009) ("June 18 Order").

GMO, designated as Service Agreement No. 1817 (“Service Agreement No. 1817”), which was accepted by the Commission in Docket No. ER09-1504-000.² SPP requests that the Commission accept both the Network Agreements and the notice of cancellation for Service Agreement No. 1817 with an effective date of November 1, 2009.

Background

On April 15, 2009, as amended on April 22, 2009, SPP filed a previous version of the Network Agreements in Docket No. ER09-1004-000 (“April 15 Filing”). The April 15 Filing also included a related Agreement for the Provision of Transmission Service to Missouri Bundled Retail Load (“Missouri Agreement”), which was the result of a settlement reached in proceedings before the Missouri Public Service Commission (“MoPSC”) concerning KCP&L-GMO’s participation in the SPP Regional Transmission Organization (“RTO”) and the taking of network service for KCP&L-GMO’s bundled retail load. The Commission accepted the Network Agreements and the Missouri Agreement in the June 18 Order with an effective date of April 15, 2009.

On July 27, 2009, SPP filed Service Agreement No. 1817 in Docket No. ER09-1504-000, which was accepted by the Commission in the Letter Order. As discussed below, Service Agreement No. 1817 was inadvertently submitted to the Commission as a point-to-point transmission service agreement for a generating resource that had been previously designated by KCP&L-GMO as a network resource (hereinafter “the Crossroads facility”). Because the Crossroads facility is to be a designated resource under the Network Agreements submitted in this filing, Service Agreement No. 1817 is no longer necessary. SPP is therefore filing a notice of cancellation for Service Agreement No. 1817.

Descriptions and Justification of Revisions to the Network Agreements

The Network Agreements, which are included in this filing as Exhibit I, are identical in all material respects to the agreements accepted by the Commission in the June 18 Order, except for the changes described below. The Network Agreements are being filed with the Commission because they contain provisions that do not conform to SPP’s standard form of service agreements. Therefore, the Network Agreements are not

² *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1504-000 (Sep. 24, 2009) (“Letter Order”).

solely included in SPP's quarterly electronic filing of transmission service agreements pursuant to Order No. 2001.³

Language has been added to Section 8.9 of Attachment 1 to the Network Service Agreement specifying that the transmission service requested by KCP&L-GMO from the Crossroads facility depends on and is contingent on completion of specified network upgrades. The additional language also details which of the network upgrades are fully subject to base plan funding in accordance with Section III.A of Attachment J of SPP's Tariff, as well as identifying the network upgrades for which KCP&L-GMO is and is not financially responsible. The added language in Section 8.9 is consistent with Section 29.3 of SPP's Tariff, which provides that network transmission service may not commence until installation of all necessary equipment has been completed.⁴ The proposed language also further details the allocation of the costs for the various network upgrades, and is consistent with similar provisions previously accepted by the Commission for other SPP network service agreements.⁵ Thus, the Commission should approve the use of such language in the Network Service Agreement.

In addition, a new Section 8.9(B) of Attachment 1 of the Network Service Agreement specifies that, upon completion of the construction of the upgrades discussed above, the funding of the costs of the upgrades will be reconciled and trued-up against actual construction costs and any additional funding or refunds will be made between SPP and KCPL-GMO. A new Section 8.9(C) of Attachment 1 of the Network Service Agreement provides that KCPL-GMO will be responsible for paying all charges specified as its obligation for the specified term for each assigned upgrade. The Commission previously has accepted similar language in Service Agreements submitted by SPP.⁶

³ See *Revised Pub. Util. Filing Requirements*, Order No. 2001, III 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).

⁴ See SPP Tariff at Section 29.3; see also *Southwest Power Pool, Inc.*, 118 FERC ¶ 61,148, at P 40 (2007) (describing how section 29.3 of SPP's Tariff "states that network service 'shall not commence until the [transmission provider has] completed installation of all equipment.'").

⁵ See, e.g., *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-439-000 (Feb. 12, 2009) (accepting similar provisions in service agreement between SPP and Arkansas Electric Cooperative Corporation).

⁶ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1380-000 (Aug. 17, 2009) (accepting service agreement with identical provisions); *Sw. Power Pool*,

The non-conforming provisions in the Network Service Agreement provide additional clarity to the agreement and are necessary to reflect KCP&L-GMO's designation of the Crossroads facility as a designated network resource. Therefore, this filing is consistent with the public interest and warrants approval by the Commission.

Description of the Notice of Cancellation

Pursuant to section 35.15 of the Commission's regulations, 18 C.F.R. § 35.15, SPP submits for filing a notice of cancellation for Service Agreement No. 1817. In accordance with Order No. 614,⁷ SPP includes a sheet with the proper designation indicating the cancellation of Service Agreement No. 1817.⁸ A service agreement for point-to-point transmission service is terminated when the parties to the agreement mutually agree upon a date to terminate.⁹ KCP&L-GMO and SPP have agreed to terminate Service Agreement No. 1817 because, as discussed below, it inadvertently provided for point-to-point transmission service for the Crossroads facility, which had been designated by KCP&L-GMO as a network resource at the time that KCPL-GMO sought network service from SPP for KCPL-GMO's bundled retail load.

KCP&L-GMO is the successor to Aquila, Inc. ("Aquila"), resulting from the acquisition of Aquila by KCP&L-GMO's parent company, Great Plains Energy Incorporated ("Great Plains"), in July 2008. Prior to the acquisition, on January 31, 2007, Aquila had submitted to SPP a request for point-to-point transmission service from the Crossroads facility, which was studied through SPP's Aggregate Transmission Service Study process ("ATSS").

After Aquila's acquisition by Great Plains and the MoPSC settlement concerning service to the now bundled retail load of KCP&L-GMO under the SPP Tariff, on February 13, 2009, KCP&L-GMO submitted to SPP a request for network service, in which it designated the Crossroads facility as a network resource. KCPL-GMO's request for network service was consistent with SPP's practice of allowing transmission owners placing retail load under the SPP Tariff for the first time to elect network service and designate network resources, including resources outside the transmission-owning member's zone previously delivered by way of point-to-point transmission service or

Inc., Letter Order, Docket No. ER09-790-000 (Apr. 14, 2009) (accepting service agreement with almost identical provisions).

⁷ *Designation of Electric Rate Schedule Sheets*, Order No. 614, 1996-2000 FERC Stats. & Regs., Regs. Preambles ¶ 31,096 (2000).

⁸ The designated sheets are included as Exhibit III to this filing.

⁹ See SPP Tariff at Attachment A, Section 4.0.

proposed for such service in pending service applications.¹⁰ However, because the ATSS study for the Crossroads facility had not yet been completed, the Crossroads facility could not be included as a designated resource in the April 15 Filing of the Network Agreements. Consequently, the April 15 Filing was filed with, and accepted by, the Commission without the Crossroads facility.

The ATSS study for the Crossroads facility was completed on April 29, 2009, subsequent to the submission of the April 15 Filing to the Commission and the effective date of KCP&L-GMO's incorporation of its bundled retail load under network service pursuant to the SPP Tariff. At that time, SPP and KCP&L-GMO should have amended the Network Service Agreement to include the Crossroads facility as a designated resource. However, because the transmission service request for the Crossroads facility was initially submitted by Aquila as a request for point-to-point service, SPP and KCP&L-GMO inadvertently submitted Service Agreement No. 1817, which was accepted by the Commission, as a point-to-point service, ignoring the previous request by KCP&L-GMO to designate the Crossroads facility as a network resource. Through this filing, SPP and KCP&L-GMO seek to correct the Network Service Agreement to include the Crossroads facility as a network resource, and cancel Service Agreement No. 1817.

Filing a notice of cancellation is required because Service Agreement No. 1817 was a non-conforming agreement separately filed for acceptance by the Commission. Therefore, in accordance with Order No. 2001,¹¹ a notice of cancellation is included in this filing.

¹⁰ SPP's Tariff requires that transmission-owning members must place their retail load under the SPP Tariff no later than February 1, 2010 (except for certain Nebraska entities). See SPP Tariff at Section 38.2 (requiring retail load not having the right to choose a different power supplier to be placed under the SPP Tariff after the Transition Period); *id.* at Section 1.44a (defining the Transition Period as "[t]he period from the Effective Date of this Tariff for the provision of Network Integration Transmission Service to the last day of the fifth year thereafter."). Aquila had not yet placed its retail load under SPP's Tariff when it was acquired by Great Plains.

¹¹ See *Revised Public Utility Filing Requirements*, Order No. 2001, 2001-2005 FERC Stats. & Regs., Regs. Preambles ¶ 31,127, at P 249, *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 ¶ 61,352, *order on reh'g and clarification*, Order No. 2001-H, 121 FERC ¶ 61,289 (2007), *order revising EQR data dictionary*, Order No. 2001-I, III FERC Stats. & Regs., Regs. Preambles ¶ 31,282 (2008) (providing that, for non-conforming agreements, parties "must

Effective Date and Waiver

SPP requests an effective date of November 1, 2009 for the Network Agreements, as well as the notice of cancellation for Service Agreement No. 1817. 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. A waiver is appropriate because the Network Agreements are being filed no later than 30 days after the commencement of service.¹² Moreover, as described above, both KCP&L-GMO and SPP have agreed to terminate Service Agreement No. 1817 as of November 1, 2009.

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 Network Agreements are included in this filing as Exhibit I, with a redlined copy of the Network Service Agreement included as Exhibit II.¹³ In addition, a sheet with the proper designation indicating the cancellation of Service Agreement No. 1817 is included as Exhibit III.

(2) Effective Date:

As discussed in this filing, SPP respectfully requests that the Commission accept the Network Agreements and the notice of cancellation for Service Agreement No. 1817 with an effective date of November 1, 2009.

(3) Service:

SPP has served a copy of this filing on KCP&L-GMO.

comply with the requirements to file a notice of cancellation and a cancellation tariff sheet").

¹² 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).

¹³ There are no revisions to the NOA.

(4) Basis of Rate:

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

B. Communications

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

Heather Starnes, J.D.
Manager – Regulatory Policy
Southwest Power Pool, Inc.
415 North McKinley, #140 Plaza West
Little Rock, AR 72205
Telephone: (501) 614-3380
Fax: (501) 664-9553
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Respectfully submitted,



Barry S. Spector
Matthew K. Segers

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

EXHIBIT I

ATTACHMENT F

Service Agreement For Network Integration Transmission Service

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of November, 2009, by and between KCP&L Greater Missouri Operations Company ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as "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 and subject to the terms of the Agreement for the Provision of Transmission Service to Missouri Bundled Retail Load ("Missouri Agreement").
- 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 except as provided in the Missouri Agreement. 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 April 15, 2014. 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:

Scott Heidbrink

KCP&L Greater Missouri Operations

Senior Vice President, Supply

P.O. Box 418679

Kansas City, MO 64141

- 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.

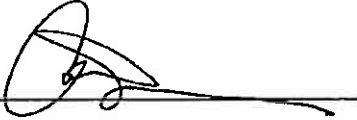
IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER

NETWORK CUSTOMER

APPROVED
TK
BY

Name



Name



Title

EVPA COO

Title

Sr. VP - Supply

Date

10/29/09

Date

10/27/09

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE
AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND KCP&L-GREATER MISSOURI
OPERATIONS
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 the KCP&L Greater Missouri Operations Control Area as listed in Appendix 3.

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 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 KCP&L Greater Missouri Operations. The intervening systems providing transmission service are none.

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of KCP&L Greater Missouri Operations identified in Section 2.0 hereof as the Network Load are electrically located within the KCP&L Greater Missouri Operations Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of KCP&L Greater Missouri Operations 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 and Part V of the Tariff shall be treated pursuant to the Missouri Agreement.

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

8.7 Redispatch Charge

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

8.8 Wholesale Distribution Service Charge

8.9 Network Upgrade Charges

1. Crossroads, 300MW from POR – EES, Source – Crossroads to POD – MPS, Sink MPS, as more specifically identified in transmission request 73509736. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2011 and remain effective through June 1, 2031.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2007-AG1 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Crossroads

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
BARTLESVILLE SOUTHEAST - NORTH BARTLESVILLE 138KV CKT 1	Rebuild 8.37 miles of 795 ACSR with 1590 ACSR & reset relays @ BSE	AEPW	6/1/2009
COFFEYVILLE TAP - NORTH BARTLESVILLE 138KV CKT 1	Rebuild 13.11 miles of 795 ACSR with 1590 ACSR.	AEPW	6/1/2009
COOK - ST JOE 161KV CKT 1	Conductor, Switch, Relay	SJLP	6/1/2010
Craig 161kV 20MVar Cap Bank Upgrade	Additional 20 MVAR to make a total of 70 MVAR at Craig 542978	KACP	6/1/2011
REDEL - STILWELL 161KV CKT 1	Reconductor line with 1192 ACSS and upgrade terminal equipment for 2000 amps	KACP	6/1/2009

The requested service depends on and is contingent on completion of the following reliability upgrades resulting from the SPP Expansion Plan or previous aggregate transmission service studies.. These upgrades costs are not assignable to the Network Customer.

Reliability Upgrades for Crossroads

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
DANVILLE (APL) - MAGAZINE REC 161KV CKT 1 AEPW	Rebuild 17.96 miles of 250 Copperweld with 1272 ACSR.	AEPW	6/1/2009
DANVILLE (APL) - MAGAZINE REC 161KV CKT 1 OKGE	Rebuild 17.96 miles of 250 Copperweld with 1272 ACSR.	OKGE	6/1/2009
EDMOND SUB	Add a new 161/34.5 kV Sub at Edmond tapping the Cook to Lake Road 161 kV line	MIPU	6/1/2009