

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: (1) an executed service agreement for Network Integration Transmission Service ("Service Agreement") between SPP as Transmission Provider and the Empire District Electric Company ("Empire") as Network Customer ("Empire Service Agreement"); and (2) an executed Network Operating Agreement ("NOA") between SPP as Transmission Provider and Empire as both Network Customer and Host Transmission Owner ("Empire NOA") (the Empire Service Agreement and Empire NOA are collectively "the Revised Empire Agreements" and SPP and Empire are collectively "the Parties"). The Revised Empire Agreements submitted in this filing modify the currently effective Service Agreement and NOA accepted for filing by the Commission on April 14, 2009 in Docket No. ER09-790-000.¹ SPP is submitting this filing because the Revised Empire Agreements include terms and conditions that do not conform to the standard forms of service agreement and NOA that are in SPP's Open Access Transmission Tariff ("SPP Tariff").²

Description and Justification of Revisions to the Revised Empire Agreements

The Revised Empire Agreements, which are attached to this filing as Exhibit I, are identical in all material respects to the agreements accepted by the Commission in the

¹ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-790-000 (Apr. 14, 2009) ("April Letter Order").

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

April Letter Order except for the changes described herein.³ These changes have been made with Empire's consent and are necessary to help facilitate Empire's request for transmission service.⁴ Specifically, Section 8.9 of Attachment 1 of the Empire Service Agreement includes language specifying that Empire has confirmed certain network resources requiring network upgrades.⁵ Additional language indicates that the transmission service requested by Empire from the new designated resources depends on and is contingent upon completion of certain upgrades. Language also is included indicating that the cost of the upgrades is not assignable to Empire.⁶ The Parties also revised Section 8.9 of Attachment 1 of the Empire Service Agreement to reflect changes in the date required in service for upgrades associated with the designated network resources. Additionally, the Parties updated the delivery points included in Appendix 3 to Empire Service Agreement.⁷ While this additional language is conforming language that would not require SPP to file the Revised Empire Agreements, SPP is filing the agreements because the agreements accepted by the Commission in the April Letter Order included language that does not conform to the *pro forma* Service Agreement or the *pro forma* NOA.⁸ That non-conforming language is retained in the Revised Empire

³ There have been no changes to the Empire NOA submitted in this filing. The NOA is identical to the NOA accepted by the Commission in the April Letter Order.

⁴ Copies of the Revised Empire Agreements are provided as Exhibit I, with redlined pages showing the changes between the Revised Empire Agreements submitted in this filing and the agreements accepted by the Commission in the April Letter Order included as Exhibit II.

⁵ The new designated network resources, Iatan 1 and Iatan 2, have also been added to the list of network resources in Appendix 1 of the Empire Service Agreement.

⁶ 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. The Commission previously accepted similar additions of network resources to agreements submitted by SPP. *See Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-790-000 (Apr. 14, 2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-441-000 (Feb. 11, 2009).

⁷ *See Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-903-000 (May 30, 2008) ("May Letter Order"). The Commission accepted the addition of Appendix 3 in the May Letter Order.

⁸ The non-conforming language in the agreements accepted by the Commission in the April Letter Order is in Sections 2.0, 8.7, and 8.9 of Attachment 1 of the Service Agreement and the preamble and Section 3.3 of the NOA.

Agreements submitted in this filing.⁹ Because the Revised Empire Agreements are identical to the agreements accepted by the Commission in the April Letter Order except for the addition of conforming language, this filing is consistent with SPP's Tariff and warrants Commission acceptance.

SPP is serving a copy of this filing on the representatives for Empire specified in the Revised Empire Agreements.

Effective Date and Waiver

SPP requests an effective date of November 1, 2009 for the Revised Empire 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 Revised Empire Agreements are being filed no later than 30 days after the commencement of service.¹⁰

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 Revised Empire Agreements are included herein as Exhibit I, with redlined pages illustrating the changes between the Revised Empire

⁹ As such, the Revised Empire Agreements are not solely included in SPP's quarterly electronic filing of transmission service agreements pursuant to Order No. 2001. *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 ¶ 61,352, *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).

¹⁰ *See Prior Notice and 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) (the Commission will grant waiver of the 60-day prior notice requirement "if service agreements are filed within 30 days after service commences.").

Agreements and the agreements accepted by the Commission in the April Letter Order as Exhibit II.

(2) Effective Date:

As discussed herein, SPP respectfully requests that the Commission accept the Revised Empire Agreements with an effective date of November 1, 2009.

(3) Service:

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

(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 Revised Empire Agreements. 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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The Honorable Kimberly D. Bose

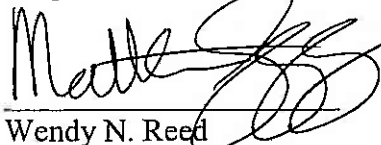
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Conclusion

For all the foregoing reasons, SPP respectfully requests that the Commission accept the Revised Empire Agreements with an effective date of November 1, 2009.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Wendy N. Reed", written over a horizontal line.

Wendy N. Reed

Matthew K. Segers

Tyler R. Brown

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

EXHIBIT I

ATTACHMENT F

Service Agreement For Network Integration Transmission Service

This Network Integration Service Agreement ("Service Agreement" or "Agreement") is entered into this 1st day of February, 2009, by and between The Empire District Electric Company ("Network Customer", "Empire", "EDE" or "EMDE"), and Southwest Power Pool, Inc. ("Transmission Provider" or "SPP"). 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; and

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; and

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 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 Agreement with attached Specifications and subject to the provisions 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 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 Agreement by reference. In the case of any conflict between this 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 Agreement shall commence on such date as it is permitted to become effective by the Commission. This Agreement shall be effective through April 1, 2013. 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 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 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:

Harold R. Colgin II
Vice President of Energy Supply
602 Joplin St., PO Box 127
Joplin MO 64802

- 7.0 This 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 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 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 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.

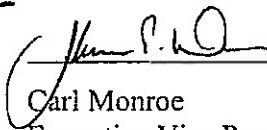
9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

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


TRANSMISSION PROVIDER


NETWORK CUSTOMER

APPROVED
TR
BY



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



Harold R. Colgin II 
Vice President of Energy Supply
The Empire District Electric
Company

11/23/09

Date

11-19-09

Date

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE
AGREEMENT BETWEEN SOUTHWEST POWER POOL AND THE EMPIRE
DISTRICT ELECTRIC 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 entire control area load of the Network Customer as listed in Appendix 3.

The Parties acknowledge that Network Load presently includes loads being served by the Network Customer under several Grandfathered Agreements, and that each of the loads represented by these agreements may be excluded from Network Load, effective on the later of September 1, 2003 or upon the termination of its respective agreement. In the alternative, each of these wholesale loads may be excluded from Network Load after the termination of its Grandfathered Agreement if transmission service is arranged for such load under the SPP or successor tariff.

The Network Customer's Network Load shall be measured on an hourly- integrated basis, by suitable metering equipment located at each transmission interconnection 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 The Empire District Electric Company. 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 Network Customer identified in Section 2.0 hereof as the Network Load are electrically located within the Network Customer's Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of the Network Customer 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 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, 2 and 4. Transmission Customer may contract with third parties for self-supplied Ancillary Services as appropriate.

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 but is unable to provide such Ancillary Services, the Transmission Provider will provide or otherwise contract for the required services for service to the Network Customer. The Network Customer will pay the Transmission Provider for such additional 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

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

1. Riverton Unit No. 12, 250 MW from POR – EDE, Source - EDE to POD – EDE, Sink – EDE, as more specifically identified in transmission service request 614698, 614699, 614701, 614702, 614704, 614707, 614712, 614718, 614722, and 614724. Contingent upon the completion of required upgrades as specified below, designation of this resource shall be effective on June 1, 2007 and shall remain effective with an initial term of 21 years through June 1, 2028.

The requested service depends on and is contingent on completion of the following facility study SPP-2003-253-2 network upgrades:

- a. Empire to reconductor 10.6 miles of the Neosho Sub- Tipton Ford 161kv facility to 556 KCMIL ACSR required by June 1, 2007.
- b. Empire to reconductor 3.76 miles of the Atlas Jct Sub-Joplin Oakland North 161kV facility to 795 KCMIL ACSR required by June 1, 2007.
- c. Empire to install a new 75MVA autotransformer at Riverton Sub required by June 1, 2007.
- d. Empire to reconstruct and reconductor 1.4 miles of the Oronogo Jct to Joplin Oakland North 161kV facility to 795 KCMIL ACSR required by June 1, 2007.
- e. Empire to construct 4.12 miles of new 161kV line from Tipton Ford to Reinmiller required by June 1, 2007.
- f. Empire to pay estimated revenue requirements of \$132.72 over the 252 month term of this service totaling \$33,446.45 for City Utilities of Springfield, MO. upgrades on the Brookline-

Springfield 161kv line terminal required by June 1, 2007. This upgrade consists of replacing the 1200A disconnect switches at the Brookline-Springfield 161kv line terminal with 2000A rated equipment.

The Transmission Provider has made contractual arrangements for the construction of the following network upgrades on the Southwestern Power Administration (SWPA) system pursuant to the July 17, 2006 agreement between SPP and SWPA as detailed in Attachment A:

Replacement of 600A disconnect switches with 1200A disconnect switches and replacement of jumpers at the Carthage 161kv Substation required by June 1, 2007

Upgrade of the main and transfer 161kV bus at the Springfield Substation to 2000A as well as replacement of 1200A disconnect switches with 2000A disconnect switches and replacement of jumpers required by June 1, 2008.

Network Customer shall pay the actual costs for construction of these facilities. For the purpose of funding the construction of these upgrades, the Network Customer shall make cash payments of eighty thousand dollars (\$80,000) on October 1, 2006, and three hundred thousand dollars (\$300,000) on August 1, 2007. Upon completion of construction of the SWPA upgrades, funding of their costs shall be reconciled and trued-up against actual construction costs and requisite, additional funding or refund of excess funding shall be made between the Transmission Provider and the Network Customer.

Network Customer shall arrange for the completion of the reconductoring of Associated Electric Cooperative's Springfield-Brookline 161 kV facilities as described in the AECI-EMDE letter agreement executed

October 9, 2005. The reconductoring shall be completed by June 1, 2007, prior to Transmission Service commencing hereunder to the new Network Resources.

2. Elk River Windfarm facility, 150 MW from POR – EDE, Source – Elk River to POD – EDE, Sink – EDE, as more specifically identified in transmission service request 1016398, 1016399, and 1016401. Contingent upon the completion of required upgrades as specified below, designation of this resource shall be effective on October 1, 2005 and shall remain effective with an initial term of 20 years through October 1, 2025.

The requested service depends on and is contingent on completion of the following facility study SPP-2004-001 network upgrades:

- a. Empire to complete planned Nichols to Nichols Sub 69KV tie relieving overloads on the Associated Electric Cooperative Inc. (AECI) Jamesville 161 transformer required by June 1, 2007. An AECI mitigation plan will be in effect for the 2006 Summer Peak (6/1/2006-10/1/2006) prior to the completion of the EMDE upgrades. This mitigation plan was provided to Empire by AECI on April 7, 2006.
 - b. Empire to reductor the Neosho Sub-Neosho South Jct. 161 kV facility from 336 MCM ACRS to 795 MCM ACRS conductor and replace terminal equipment required by June 1, 2010.
3. Plum Point Energy Station, 50 MW from POR – EES, Source – EES to POD – EDE, Sink – EDE, as more specifically identified in transmission service request 973373. Contingent upon the completion of required upgrades as specified below, designation of this resource shall be effective on January 1, 2010 and shall remain effective with an initial term of 20 years through January 1, 2030.

The requested service depends on and is contingent on completion of the following facility study SPP-2005-AG2 network upgrades. 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 Oronogo Jct-Riverton 161kV facility by Empire required by June 1, 2011.
 - b. Network upgrades on the 161kV/12kV Oronogo Jct transformer by Empire required by June 1, 2011.
4. Plum Point Energy Station, 50 MW from POR – EES, Source – Plum Point to POD – EDE, Sink – EDE, as more specifically identified in transmission service request 1032183. Designation of this resource shall be effective on January 1, 2010 and shall remain effective with an initial term of 30 years through January 1, 2040. No transmission facility upgrades are assignable to this request pursuant to the results of SPP 2006-AG1.
 5. Iatan 2 facility, 100 MW from POR – KCPL, Source – KCPL to POD – EDE, Sink – EDE, as more specifically identified in transmission service request 973355. Contingent upon the completion of required upgrades as specified below, designation of this resource shall be effective on June 1, 2010 and shall remain effective with an initial term of 20 years through June 1, 2030.

The requested service depends on and is contingent on completion of the following facility study SPP-2006-AG2 network upgrades. 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 Oronogo Jct-Riverton 161kV facility by Empire required by June 1, 2011.

- b. Network upgrades on the 161kV/12kV Oronogo Jct transformer by Empire required by June 1, 2011.
6. Meridian Way Wind Farm facility, 100 MW from POR – WPEK, Source – MWW to POD – EDE, Sink – EDE, as more specifically identified in transmission service request 1568264. Contingent upon the completion of required upgrades as specified below, designation of this resource shall be effective on February 1, 2009 and shall remain effective with an initial term of 20 years through February 1, 2029.

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. Further analysis of base plan funding applicability may occur at the conclusion of facility study SPP-2007-AG1.

Service Upgrades required for Meridian Way Wind Farm

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Craig 161kV 20MVar Cap Bank Upgrade	Additional 20 MVAR to make a total of 70 MVAR at Craig 542978	Kansas City Power and Light	6/1/2011

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