

December 1, 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 ("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 Western Farmers Electric Cooperative, Inc. ("WFEC") as Network Customer ("WFEC Service Agreement"); (2) an executed Network Operating Agreement ("NOA") between SPP as Transmission Provider, WFEC as Network Customer, and both WFEC and OG&E Electric Services ("OG&E") as Host Transmission Owners ("WFEC/OG&E NOA"); and (3) an executed NOA between SPP as Transmission Provider, WFEC as Network Customer, and American Electric Power ("AEP") as Host Transmission Owner ("WFEC/AEP NOA").¹ The Revised WFEC Agreements submitted in this filing modify the currently effective Service Agreement and NOAs between the Parties accepted for filing by the Commission on June 26, 2008, in Docket No. ER08-905-000.² SPP is submitting this filing because the Revised WFEC

¹ The WFEC Service Agreement, WFEC/OG&E NOA, and WFEC/AEP NOA are collectively "the Revised WFEC Agreements," and SPP, WFEC, OG&E, and AEP are collectively "the Parties."

² See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-905-000 (June 26, 2008) ("June Letter Order"). The Service Agreement and NOAs accepted by the Commission in the June Letter Order, designated Original Service Agreement No. 1628, are referred to collectively as the "June WFEC Agreements."

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").³

As discussed below, SPP also is submitting a notice of cancellation for the Service Agreement between SPP and WFEC, the NOA between SPP, WFEC, and OG&E, and the NOA between SPP, WFEC, and AEP, designated as Substitute First Revised Service Agreement No. 1022, filed with, and accepted by the Commission in Docket No. ER07-1099-000 and -001.⁴ SPP requests that the Commission accept the Revised WFEC Agreements with an effective date of November 1, 2009, and the notice of cancellation with an effective date of April 1, 2008.

Background and Notice of Cancellation

On May 1, 2008, SPP submitted the June WFEC Agreements to the Commission in Docket No. ER08-905-000. The June WFEC Agreements were designated Original Service Agreement No. 1628. As stated in the transmittal letter accompanying the June WFEC Agreements, the June WFEC Agreements superseded Substitute First Revised Service Agreement No. 1022, submitted to the Commission in Docket No. ER07-1099-000 and -001, and accepted in the October 11 Order. Order No. 2001 requires non-conforming agreements separately filed for acceptance by the Commission to be cancelled pursuant to Commission regulations.⁵ Substitute First Revised Service

³ See SPP Tariff at Attachment F ("*pro forma* Service Agreement") and Attachment G ("*pro forma* NOA").

⁴ *Sw. Power Pool, Inc.*, Letter Order, Docket Nos. ER07-1099-000 and -001 (Oct. 11, 2007) ("October 11 Order"). The Service Agreement and NOA accepted by the October 11 Order are hereinafter "Substitute First Revised Service Agreement No. 1022."

⁵ *Revised Public Utility Filing Requirements*, Order No. 2001, 2001-2005 FERC Stats. & Regs., Regs. Preambles ¶ 31,127, at P 249 ("Order No. 2001"), *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 comply with the requirements to file a notice of cancellation and a cancellation tariff sheet").

Agreement No. 1022 was a non-conforming agreement separately filed for acceptance by the Commission and not solely reported in SPP's electric quarterly report. The cancellation of Substitute First Revised Service Agreement No. 1022 was reported in SPP's electric quarterly report; however, the service agreement sheets required by Order No. 614 indicating the cancellation of Substitute First Revised Service Agreement No. 1022 inadvertently were never filed. Thus, in accordance with Order No. 614,⁶ SPP includes in this filing sheets with the proper designation indicating the cancellation of Substitute First Revised Service Agreement No. 1022.⁷

II. Description and Justification of Revisions to the Revised WFEC Agreements

The Revised WFEC Agreements, which are attached to this filing as Exhibit I, are identical in all material respects to the June WFEC Agreements except for the changes described below. The changes consist mainly of updated capacity values and additional delivery points listed in Appendix 1 and Appendix 3, respectively. The primary reason for these changes is because WFEC is rolling over the remainder of its load to network service under the SPP Tariff effective January 1, 2010. Prior to January 1, 2010, a portion of WFEC's load in the WFEC Control Area was under the WFEC Open Access Transmission Tariff ("OATT"). Effective January 1, 2010, all WFEC load will be under SPP network service; therefore, revisions to the June WFEC Agreements are necessary to accommodate this change.⁸

In addition, changes are made to update the Revised WFEC Agreements to the current *pro forma* Service Agreement and NOA.⁹ Specifically, the Parties revised Section 4.0 of the WFEC Service Agreement,¹⁰ and the Parties revised both NOAs, as described below.

⁶ *Designation of Electric Rate Schedule Sheets*, Order No. 614, 1996-2000 FERC Stats. & Regs., Regs. Preambles ¶ 31,096 (2000).

⁷ The designated sheet is included in Exhibit III of this filing.

⁸ *See also infra* note 11.

⁹ Copies of the Revised WFEC Agreements are provided as Exhibit I, with redlined pages illustrating the differences between the Revised WFEC Agreements submitted in this filing and the June WFEC Agreements included in Exhibit II.

¹⁰ As described below, the revisions to the WFEC Service Agreement remove non-conforming language. The June WFEC Agreements, however, included other language that does not conform to the *pro forma* Service Agreement, which is still in the WFEC Service Agreement submitted in this filing. The Commission accepted all non-conforming language in the June WFEC Agreements without comment in the June Letter Order, and therefore the unchanged non-conforming language is not described in this transmittal letter.

A. Section 4.0 of the WFEC Service Agreement

The Parties removed non-conforming language in Section 4.0 of the WFEC Service Agreement related to the terms for WFEC's different loads. In the June WFEC Agreements, the Parties added language to Section 4.0 to clarify the different terms of transmission service for WFEC's load, which is located in its own control area, as well as the control areas of AEP and OG&E. This language has been removed because the term of transmission service is now the same for all of WFEC's load. With the removal of this language, Section 4.0 of the WFEC Service Agreement now conforms to Section 4.0 of the *pro forma* Service Agreement.¹¹

B. Non-Conforming Revisions to the WFEC/OG&E NOA and WFEC/AEP NOA

The Parties have made almost identical revisions to the WFEC/OG&E and WFEC/AEP NOAs.¹² Specifically, the Parties have revised Section 3.3 of the NOAs to reflect that, when multiple delivery points are provided to a specific Network Load, the delivery points will be listed in Appendix 3 of the WFEC Service Agreement. This revision makes the NOAs consistent with the WFEC Service Agreement, which provides a list of delivery points in Appendix 3.¹³ The Commission has accepted other non-conforming service agreements submitted by SPP that contain similar revisions.¹⁴

Further, the Parties added language to the preamble of the NOAs indicating that SPP, WFEC, and OG&E and SPP, WFEC, and AEP, will be referred to throughout the WFEC/OG&E and WFEC/AEP NOA individually as "Party" and collectively as

¹¹ The Parties updated certain maximum net dependable capacity values for certain network resources in Appendix 1 and added delivery points in Appendix 3. These revisions reflect the additional WFEC load that will be served under the Revised WFEC Agreements effective January 1, 2010. The Parties also made minor revisions throughout the WFEC Service Agreement to reflect the most current version of the *pro forma* Service Agreement.

¹² The only difference in the revisions to the NOAs is that the contact information for the OG&E representative in Section 20.1 of the WFEC/OG&E NOA is updated. Because OG&E is not a party to the WFEC/AEP NOA, a similar update is not made to the WFEC/AEP NOA.

¹³ The Commission approved Appendix 3 of the WFEC Service Agreement in the June Letter Order.

¹⁴ See, e.g., *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1070-000, *et al.* (June 25, 2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-903-000 (May 30, 2008).

“Parties.” This revision ensures consistency with the preamble of the WFEC Service Agreement, and has been included in other NOAs previously accepted by the Commission.¹⁵

The additional language in the Revised WFEC Agreements clarifies how SPP will provide network service to WFEC, and the language is necessitated by WFEC’s service request. As such, this filing is consistent with the public interest and warrants acceptance by the Commission. SPP is serving a copy of this filing on the representatives for WFEC listed in the Revised WFEC Agreements.

III. Effective Date and Waiver

SPP requests an effective date of November 1, 2009 for the Revised WFEC 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 WFEC Agreements are being filed no later than 30 days after the effective date of the agreement.¹⁶

In addition, pursuant to section 35.15 of the Commission’s rules and regulations, 18 C.F.R. § 35.15, SPP requests an effective date of April 1, 2008 for the cancellation of Substitute First Revised Service Agreement No. 1022. Good cause exists for Commission acceptance of this effective date because April 1, 2008 is the date that the June WFEC Agreements were made effective pursuant to the June Letter Order. Thus, April 1, 2008 is the date Substitute First Revised Service Agreement No. 1022 was superseded and should have been terminated. Moreover, the termination of Substitute First Revised Service Agreement No. 1022 has been reported in SPP’s electric quarterly report.

¹⁵ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-355-000 and -001 (Feb. 11, 2009). The WFEC/OG&E and WFEC/AEP NOAs have also have been revised to correct punctuation and to capitalize certain words throughout. The Commission has accepted similar revisions in previous Service Agreements and NOAs submitted by SPP. See, e.g., *Sw. Power Pool, Inc.*, Letter Order, Docket Nos. ER09-1070-000, *et al.* (June 25, 2009).

¹⁶ 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.”).

IV. 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, SPP submits:

- (A) Exhibit I: Clean copies of the Revised WFEA Agreements;
- (B) Exhibit II: Redlined pages illustrating the differences between the Revised WFEA Agreements submitted in this filing and the June WFEA Agreements accepted by the Commission in the June Letter Order; and
- (C) Exhibit III: A sheet with the proper designation indicating the cancellation of Substitute First Revised Service Agreement No. 1022.

(2) Effective Date:

As discussed herein, SPP respectfully requests that the Commission accept the Revised WFEA Agreements effective November 1, 2009, and the cancellation of Substitute First Revised Service Agreement No. 1022 effective April 1, 2008.

(3) Service:

SPP is serving a copy of this filing on the representatives for the Parties listed in the Revised WFEA 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 WFEC Agreements. Any correspondence regarding this matter should be directed to:

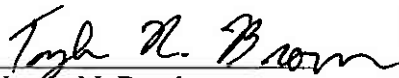
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V. Conclusion

For all the foregoing reasons, SPP respectfully requests that the Commission accept the Revised WFEC Agreements with an effective date of November 1, 2009 and the cancellation of Substitute First Revised Service Agreement No. 1022 with an effective date of April 1, 2008.

Respectfully submitted,



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") is entered into this 1st day of April, 2008 for Network Customer load in Western Farmers Electric Cooperative ("WFEC") and Oklahoma Gas and Electric Company ("OKGE") control area's, and June 1, 2008 for Network Customer load in American Electric Power ("AEP") control area, by and between Western Farmers Electric Cooperative, Inc ("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:

Issued by: Heather H. Starnes, Manager, Regulatory Policy Effective: November 1, 2009

Issued on: December 1, 2009

- 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 January 1, 2035. 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:

Gary Roulet
Chief Executive Officer
Western Farmers Electric Cooperative
701 Northeast 7th Street
Anadarko, OK 73005

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

Name 

Title EVP + COO

Date 11/23/09

NETWORK CUSTOMER

Name 

Title CEO

Date 11/13/2009

APPROVED
TK
BY

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE
AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND WESTERN FARMERS ELECTRIC
COOPERATIVE
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 WFEC, OKGE, and AEP Control Areas as listed in Appendix 3. Those delivery points physically located on the AEP and OKGE transmission system are dynamically telemetered to and included in the WFEC control area load.

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 areas are WFEC, OKGE, and AEP. Those delivery points physically located on the AEP and OKGE transmission system are dynamically telemetered to and included in the WFEC control area load. 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 WFEC Control Area. Those delivery points physically located on the AEP and OKGE transmission system are dynamically telemetered to and included in the Western Farmers Electric Cooperative Control Area load.

6.0 Delivery Points

The delivery points are the interconnections points of 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 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.

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

Charges for Transmission Direct Assignment Facilities are initially calculated to be \$2,716.69 per month. A detail of the charges is included as Appendix 4.

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

Regarding WFEC load in AEP control area, the Wholesale Distribution Service Charge is calculated as \$858.76 per month pursuant to the associated Interconnection and Local Delivery Service Agreement included as Appendix 4. Network Customer shall replace distribution voltage losses via loss adjustments to the meter readings utilizing the average loss rates obtained from AEP's most recent distribution loss study. These rates do not include transmission level losses determined in accordance with Attachment M of the Tariff.

8.9 Network Upgrade Charges.

8.10 Other Charges

Charges for Data Processing Services are initially calculated to be \$ 1,100.02 per month. A detail of the charges is included as Appendix 4.

9.0 Credit for Network Customer-Owned Transmission Facilities

10.0 Designation of Parties Subject to Reciprocal Service Obligation

11.0 Other Terms and Conditions

APPENDIX 1

**Network Resources of
Western Farmers Electric Cooperative**

**APPENDIX 1 WESTERN FARMERS ELECTRIC COOPERATIVE NETWORK
RESOURCES**

Network Resource	Maximum Net Dependable Capacity		Location/Comments
	Summer	Winter	
Anadarko 1	13	13	Anadarko, Oklahoma
Anadarko 2	13	13	Anadarko, Oklahoma
Anadarko 3	44	44	Anadarko, Oklahoma
Anadarko 4	94	94	Anadarko, Oklahoma
Anadarko 5	94	94	Anadarko, Oklahoma
Anadarko 6	94	94	Anadarko, Oklahoma
Genco 1 *	45	45	Anadarko, Oklahoma
Genco 2 *	45	45	Anadarko, Oklahoma
Mooreland 1	50	50	Mooreland, Oklahoma
Mooreland 2	132	132	Mooreland, Oklahoma
Mooreland 3	140	140	Mooreland, Oklahoma
Hugo	440	440	Hugo, Oklahoma
Hugo 2 as addressed in the Supplemental Service Agreement filed as FERC docket ER07-44.	250	250	Choctaw County, Oklahoma Term of service is 5/1/2010 to 5/1/2035