

December 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 ("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 Oklahoma Municipal Power Authority ("OMPA") as Network Customer ("OMPA Service Agreement"); and (2) an executed Network Operating Agreement ("NOA") between SPP as Transmission Provider, OMPA as Network Customer, and American Electric Power Service Corporation ("AEP") as Agent for Public Service Company of Oklahoma ("PSO") and Southwestern Electric Power Company ("SWEPCO"), Oklahoma Gas and Electric Company ("OG&E"), and Western Farmers Electric Cooperative ("WFEC") as Host Transmission Owners ("OMPA NOA").¹ The OMPA Agreements submitted in this filing modify the Service Agreement and NOA that are currently pending before the Commission in Docket No. ER08-1206. SPP is submitting the OMPA Agreements for filing because they include provisions that do not conform to the *pro forma* Service Agreement and NOA that are in SPP's Open Access Transmission Tariff ("SPP Tariff").²

¹ The OMPA Service Agreement and NOA are collectively referred to as the "OMPA Agreements" and SPP, OMPA, AEP, PSO, SWEPCO, OG&E, and WFEC are collectively referred to as "the Parties."

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

Background

On December 17, 2008, SPP submitted in Docket No. ER08-1206-001 an unexecuted, amended Service Agreement between SPP as the Transmission Provider and OMPA as the Network Customer, as well as an executed, amended NOA between SPP as the Transmission Provider, OMPA as the Network Customer, and AEP (as agent for PSO and SWEPCO), OG&E, and WFEC as Host Transmission Owners (“December 2008 OMPA Agreements”).³ The December 2008 OMPA Agreements were designated Sixth Revised Service Agreement No. 1166. On April 24, 2009, the Commission issued an order accepting and nominally suspending the December 2008 OMPA Agreements, subject to refund, to become effective June 1, 2008, and establishing hearing and settlement judge procedures.⁴

Pursuant to the April 24 Order, on May 26, 2009, SPP submitted for filing a Service Agreement between SPP as Transmission Provider and OMPA as Network Customer and a NOA between SPP as Transmission Provider, OMPA as Network Customer and AEP (as agent for PSO and SWEPCO), OG&E, and WFEC as Host Transmission Owners (“May OMPA Agreements”). The May OMPA Agreements were designated Seventh Revised Service Agreement No. 1166. The Commission accepted the May OMPA Agreements, subject to the outcome of the hearing and settlement judge procedures.⁵

On October 20, 2009, SPP filed with the Commission in ER08-1206, *et al.*, an uncontested offer of settlement resolving all issues with respect to ER08-1206 and several other dockets (“the Settlement”). Included in the Settlement was a revised version of the May OMPA Agreements designated as Eighth Revised Service Agreement No. 1166. On November 25, 2009, Settlement Judge David H. Coffman certified the Settlement to the Commission finding that the Settlement “comprehensively resolves all

³ SPP also initially filed the OMPA Service Agreement on July 1, 2008 in Docket No. ER08-1206-000 unexecuted because of a dispute between OMPA and WFEC regarding whether the OMPA Service Agreement should include wholesale distribution service charges for two WFEC substations. SPP subsequently informed the Commission that the dispute between OMPA and WFEC had been resolved.

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

⁵ *See Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-1206-003 (Oct. 8, 2009) (“October Letter Order”) (accepting the Service Agreement and NOA subject to the outcome of the hearing and settlement judge procedures).

issues in the settled dockets, appears to be just, reasonable and in the public interest, and is uncontested.”⁶ The Settlement is currently pending before the Commission.

The OMPA Agreements submitted in this filing update the corresponding agreements submitted in the Settlement, *i.e.*, Eighth Revised Service Agreement No. 1166. The OMPA Agreements submitted herein are designated Ninth Revised Service Agreement No. 1166. As discussed below, the OMPA Agreements submitted in this filing are necessary to reflect the most current version of the *pro forma* as well as the deletion of certain non-conforming language that is no longer applicable to the OMPA Agreements.

Description and Justification of Revisions to the OMPA Agreements

The OMPA Agreements, which are attached to this filing as Exhibit I, are identical in all material respects to the agreements submitted in the Settlement, except for the changes described below. These changes are necessary to facilitate OMPA’s request for transmission service.⁷

Specifically, the Parties updated the language in Section 2.0 of Attachment 1 of the OMPA Service Agreement to conform the OMPA Service Agreement to the most recent version of the *pro forma* Service Agreement in the SPP Tariff.⁸ Additionally, the Parties updated non-conforming Appendices 3 and 6.⁹ Appendices 3 and 6 of the OMPA Service Agreement are Appendices that are not in the *pro forma* Service Agreement. The Commission has accepted the addition of Appendix 3 in a previous iteration of the OMPA Service Agreement,¹⁰ and the Commission has accepted similar additions in other service agreements submitted by SPP.¹¹ Here, the Parties updated the delivery points in

⁶ See *Sw. Power Pool, Inc.*, 129 FERC ¶ 63,018, at P 25 (2009).

⁷ Exhibit I is a clean copy of the OMPA Agreements. Exhibit II is redlined pages illustrating the differences between the OMPA Agreements and the agreements submitted in the Settlement.

⁸ See *pro forma* Service Agreement at Attachment 1, Section 2.0.

⁹ The Parties also updated conforming Appendices 1 and 2 of the OMPA Service Agreement to reflect new network resources and receipt points, respectively.

¹⁰ Appendix 3 of the OMPA Service Agreement was approved by the October Letter Order.

¹¹ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1665-000 (Oct. 22, 2009).

non-conforming Appendix 3, and consistent with Commission precedent, the Commission should accept the revisions.

With respect to Appendix 6 of the OMPA Service Agreement, which is not part of the *pro forma* Service Agreement, the Parties removed some of the non-conforming language in Appendix 6. Specifically, Exhibit A of Appendix 6, which was deleted, was non-conforming language that detailed the facility charges for the Laverne and Fairview Substation facilities effective November 25, 2008. OMPA purchased the Laverne and Fairview Substation facilities, therefore the facilities charges are no longer applicable.¹²

As such, the revisions to the OMPA Agreements are just and reasonable because they conform the OMPA Agreements to the most current version of the *pro forma* and they remove non-conforming provisions that are no longer applicable to the OMPA Agreements.¹³ Therefore, the Commission should accept the OMPA Agreements. SPP is serving a copy of this filing on all Parties to the OMPA Agreements.

Effective Date and Waiver

SPP requests an effective date of December 1, 2009 for the OMPA 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 OMPA Agreements are being filed no later than 30 days after the commencement of service.¹⁴

¹² The OMPA Agreements 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).

¹³ The OMPA Agreements submitted herein retain non-conforming language approved by the Commission in prior iterations of the agreements.

¹⁴ *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.").

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 is submitting the following:

- (a) Exhibit I: Clean copy of the OMPA Agreements; and
- (b) Exhibit II: Redlined copy of the OMPA Agreements versus the agreements submitted in the Settlement.

(2) Effective Date:

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

(3) Service:

SPP is serving a copy of this filing on the representatives for OMPA, AEP, OG&E, and WEFC listed in the OMPA 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 OMPA 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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Wendy N. Reed
Matthew K. Segers
Tyler R. Brown
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1200 G Street, NW, Suite 600
Washington, DC 20005-3802
Telephone: (202) 393-1200
Fax: (202) 393-1240
reed@wrightlaw.com
segers@wrightlaw.com
brown@wrightlaw.com

Conclusion

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

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 June, 2008, by and between Oklahoma Municipal Power Authority ("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.
- 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 June 1, 2031. 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:

Cindy Holman
General Manager
Oklahoma Municipal Power Authority
P.O. Box 1960
2300 East Second Street
Edmond, OK 73083-1960

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

Title

Executive Vice President
and Chief Operating Officer

Date

December 11, 2009

Name

Title

Gen. Mgr

Date

12-4-09

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION
SERVICE AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND OKLAHOMA MUNICIPAL
POWER AUTHORITY
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 Oklahoma Gas and Electric Company's Control Area, Western Farmers Electric Cooperative's Control Area, and American Electric Power's 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. Such load shall be adjusted to system input for transmission and distribution losses.

3.0 Affected Control Areas and Intervening Systems Providing Transmission Service

All Network Load is located in the (a) Oklahoma Gas and Electric Company Transmission Owner's Control Area, (b) Western Farmers Electric Cooperative's Control Area, and (c) American Electric Power's 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 electrically located within the Oklahoma Gas and Electric Company Control Area, Western Farmers Electric Cooperative's Control Area, and American Electric Power'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 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

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 and absent written notice from Network Customer of an election to self supply such services, Schedules 3 and 4 as to Network Customer load within the Western Farmer's Electric Cooperative control area.

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

Oklahoma Gas and Electric

Regarding Oklahoma Municipal Power Authority load in Oklahoma Gas and Electric control area, the Wholesale Distribution Service Charge is calculated as \$16,880.42 per month. The Network Customer and Oklahoma Gas and Electric Company (OG&E) have entered into a separate agreement, executed March 29, 2005, regarding credit for facilities and charges for direct assignment facilities (CF & DAF). This initial monthly amount is subject to change in accordance with the CF and DAF Agreement. A detail of charges and delivery points to which charges are applicable are included as Appendix 4, Attachment B. Such changes

shall be made with appropriate written notice to the Transmission Provider. The Network Customer, pursuant to Attachment D of the CF& DAF Agreement, shall compensate Oklahoma Gas and Electric Company for line losses associated with Network Customer's use of the distribution facilities by adjusting billing demand and energy quantities by applying the following loss factors:

Demand Loss Factor: 2.016%

Energy Loss Factor: 1.551%

These rates do not include transmission level losses determined in accordance with Attachment M of the Tariff.

American Electric Power

Regarding Oklahoma Municipal Power Authority load in American Electric Power control area, the Wholesale Distribution Service Charge is calculated as \$15,753 per month per FERC filing docket ER00-315, p 36-61 (less GSU transformer charges). A breakdown of charges with associated Letter of Agreement is included as Appendix 5. Network Customer shall replace distribution voltage losses via loss adjustments to the meter readings utilizing the average loss rates obtained from American Electric Power's distribution loss studies of the years 1998 through 2003. The loss rate shall be 0.485% for delivery points on the low voltage side of a substation transformer and 3.453% (inclusive of transformer losses) for delivery points on 35 KV and below primary distribution lines. These rates do not include transmission level losses determined in accordance with Attachment M of the Tariff.

Western Farmers Electric Cooperative

Regarding Oklahoma Municipal Power Authority (OMPA) load in Western Farmers Electric Cooperative's (WFEC) control area, the Wholesale Distribution Service Charge shall be established through application of a rate formula established by agreement between OMPA and WFEC under a separate agreement, a copy of which rate formula is included in Appendix 6 hereof. The application

of the rate formula and the details of the Wholesale Distribution Service Charge for service which commenced on December 1, 2005, are set forth in Appendix 6 for the most recent monthly charges, which were effective on December 1, 2008, and such charge is currently \$3,118.00 per month for fixed facilities charges plus certain other variable cost as described in the separate agreement between OMPA and WFEC.

8.9 Network Upgrade Charges

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

1. John W. Turk Jr. Power Plant, 41MW from POR – CSWS, Source – John W. Turk to POD – CSWS, Sink- .OMPA, as more specifically identified in transmission request 1518763, 1518772, and 1518773. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on April 1, 2012 and remain effective through April 1, 2032.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2006-AG3 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 John W. Turk Jr. Power Plant

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
ARDMORE - ROCKY POINT 69KV CKT 1	Replace 4.65 miles of line w/477AS33	Oklahoma Gas and Electric Company	6/1/2011

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
DILLARD4 - HEALDTON TAP 138KV CKT 1	Replace Differential Relaying	Oklahoma Gas and Electric Company	6/1/2011
FT SMITH 500 (FTSMITH3) 500/161/13.8KV TRANSFORMER CKT 3	Convert Ft. Smith 161kv to 1-1/2 breaker design and install 3rd 500-161kV transformer bank.	Oklahoma Gas and Electric Company	6/1/2017
FULTON - HOPE 115KV CKT 1 AECC	Upgrades to Fulton Switching Station, Reconductor the Fulton to Hope 115/138kV Line, Upgrades to McNab Substation	Arkansas Electric Cooperative Corporation	4/1/2012
TURK - HOPE 115KV CKT 1	Reconductor from Turk to Hope 666 ACSR with 1590 ACSR, replace jumpers, circuit switcher, one span of conductor at Hope	American Electric Power	4/1/2012
TURK - NW TEXARKANA 345KV CKT 1	Build 33 miles of 2-795MCM ACSR from Turk - NW Texarkana, Add 345kV terminal at NW Texarkana, Add 345kV terminal at Turk.	American Electric Power	4/1/2012
Hugo - SunnySide 345kV OKGE	Add 345 line from Hugo to SunnySide, Install breaker, switches, and relays	Oklahoma Gas and Electric Company	4/1/2009
Hugo - SunnySide 345kV WTEC	Add 345 line from Hugo to SunnySide	Western Farmers Cooperative	4/1/2009
LAWTON EASTSIDE (LES 4) 345/138/13.8KV TRANSFORMER CKT 1	Replace Auto with new 450 MVA auto	American Electric Power	12/1/2012
MAGAZINE REC - NORTH MAGAZINE 161KV CKT 1 # 2	Replace Jumpers @ N. Magazine	American Electric Power	6/1/2012

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
OKAY - TOLLETTE 69KV CKT 1 Displacement	Replace switches	American Electric Power	4/1/2012
SE TEXARKANA - TEXARKANA PLANT 69KV CKT 1	Change out the 500 CU jumpers @ Texarkana Plant	American Electric Power	4/1/2012
SUNNYSIDE - UNIROYAL 138KV CKT 1	Replace wavetrapp 800A at Uniroyal	Oklahoma Gas and Electric Company	6/1/2011
SUNNYSIDE (SUNNYSD3) 345/138/13.8KV TRANSFORMER CKT 1	Add 2nd 345/138V Auto Transformer	Oklahoma Gas and Electric Company	11/1/2008

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.

Base Plan Upgrades required for John W. Turk Jr. Power Plant

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.	American Electric Power	6/1/2011
DANVILLE (APL) - MAGAZINE REC 161KV CKT 1 OKGE	Rebuild 17.96 miles of 250 Copperweld with 1272 ACSR.	Oklahoma Gas and Electric	6/1/2011