

November 18, 2011

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

Re: *Southwest Power Pool, Inc.*, Docket No. ER12-_____
Submission of Contingency Connection 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 an executed Contingency Connection Agreement ("CCA") between SPP, Western Farmers Electric Cooperative, Inc. ("WFEC"), Golden Spread Electric Cooperative, Inc. ("GSEC"), Southwestern Public Service Company d/b/a Xcel Energy ("SPS"), and Tri-County Electric Cooperative, Inc. ("Tri-County") (the "Elmwood CCA").¹ SPP requests an effective date of October 19, 2011, for the Elmwood CCA.

I. Description of the Parties

SPP is a Commission-approved Regional Transmission Organization ("RTO"). SPP is an Arkansas non-profit corporation with its principal place of business in Little Rock, Arkansas. SPP has 64 members, including 14 investor-owned utilities, 11 municipal systems, 12 generation and transmission cooperatives, 4 state agencies, 7 independent power producers, 10 power marketers, and 6 independent transmission companies. As an RTO, SPP is a transmission provider administering transmission service over portions of Arkansas, Kansas, Louisiana, Missouri, Nebraska, New Mexico, Oklahoma, and Texas. SPP is responsible for providing independent transmission services over the transmission facilities its members have placed under the SPP Open Access Transmission Tariff ("Tariff").

¹ A copy of the Elmwood CCA, designated as Service Agreement No. 2273, is included with this filing. WFEC, GSEC, SPS, and Tri-County each are referred to herein as a "Party" and collectively as "Parties."

WFEC is a generation and transmission cooperative located in Anadarko, Oklahoma, and owns, operates, and maintains transmission facilities located principally in Oklahoma. WFEC serves 23 member distribution cooperatives and Altus Air Force Base, which, in turn, serve the electric needs of their retail customers in Oklahoma, New Mexico, Kansas, Texas, and Arkansas. WFEC is an SPP member. Its transmission facilities in the SPP are administered through the SPP Tariff, and it participates in the market administered by the SPP.

GSEC is a generation and transmission cooperative located in Amarillo, Texas. It provides electric power and energy to its 16 member distribution cooperatives, which, in turn, serve the electric needs of their retail customers in the Panhandle, South Plains and Edwards Plateau regions of Texas, in the Panhandle of Oklahoma, and in Southwestern Kansas. GSEC also is a public utility with an open access transmission tariff on file with the Commission, pursuant to which it provides transmission service. GSEC is an SPP member.

Tri-County is a distribution cooperative located in the Panhandle of Oklahoma, and owns and operates retail services in Oklahoma, Kansas, Texas, Colorado and New Mexico. Tri-County is a member of GSEC and purchases power from GSEC under cost-based rates pursuant to a Wholesale Power Contract on file with the Commission. Tri-County also purchases power from SPS under cost-based rates pursuant to a Purchase Power Agreement on file with the Commission.

SPS, a wholly owned utility operating company subsidiary of Xcel Energy Inc., among other things, owns and operates electric transmission facilities in Texas and New Mexico. SPS is an SPP member. SPS turned over functional control of its transmission facilities to SPP.

II. Background

WFEC has built a 69 kV transmission line extending from its Clearlake Substation to Tri-County's Elmwood Substation, with a normally-open breaker at the Elmwood Substation to the WFEC transmission line (the "Elmwood Contingency Connection"). The purpose of the Elmwood Contingency Connection is to provide WFEC and Tri-County with a mutually beneficial contingency connection to facilitate emergency backup service in the event either experiences a major outage on certain of their facilities as described below. The Elmwood Contingency Connection currently is capable of operation.

The Elmwood Contingency Connection shall be operated remotely via Tri-County's supervisory control and data acquisition ("SCADA") system. Metering for the Elmwood Contingency Connection is located at the Elmwood Substation and is owned and maintained by Tri-County. In the event of an outage at the specified facilities, the Elmwood Contingency Connection will be closed and the load transferred, but only with the proper notice as detailed in the Elmwood CCA and its procedures as set forth in

Exhibit B to the Elmwood CCA. Specifically, the de-energizing and transfer of load requires coordination among WFEC's Operations, GSEC's Operations, SPS's System Dispatcher, Tri-County's Operations, and the SPP Reliability Coordinator.

As discussed above, WFEC, GSEC and SPS are SPP members. Moreover, WFEC and SPS have turned over functional control of their transmission facilities to SPP. The Elmwood CCA therefore necessarily impacts the operation of transmission facilities that are under SPP's functional control. Consequently, SPP is a signatory to the Elmwood CCA.²

The Elmwood CCA is just and reasonable because it facilitates emergency backup service in the event either WFEC or Tri-County experiences a major outage on certain of their facilities. Such emergency backup service enhances the reliability of the WFEC and Tri-County systems. The Commission previously has accepted other emergency backup service agreements.³

III. Description of the Elmwood CCA

The Elmwood CCA implements, and provides for the rights and responsibilities of the Parties with regard to the Elmwood Contingency Connection. Specifically, it provides that, in the event of a major outage at one of the WFEC Facilities,⁴ WFEC personnel in the field are to confirm that the prolonged outage is imminent or occurring, and that the affected WFEC Facilities have been isolated. Elmwood CCA, Exh. B. WFEC must notify Tri-County of the outage and the estimated loads that will be picked up via the Elmwood Contingency Connection. *Id.* After notifying and obtaining consent from both SPS and ACES Power Marketing to proceed with the load transfers, WFEC then must request Tri-County to close the breaker at the Elmwood Substation. *Id.*

² See *Midwest Indep. Transmission Sys. Operator, Inc.*, 129 FERC ¶ 61,172, at P 75 (2009) ("Commission precedent dictates that Midwest ISO should also be a signatory to the Interconnection Agreement" because it "contains provisions that necessarily impact the operation of transmission facilities that are under Midwest ISO's functional control") (citing *Am. Elec. Power Servs. Corp.*, 112 FERC ¶ 61,128, at P 10 (2005)); see also *P. Gas & Elec. Co.*, 124 FERC ¶ 61,196, at P 20 (2008) (citing *Am. Transmission Co., LLC*, 107 FERC ¶ 61,261, at P 16 (2004)).

³ See, e.g., *Cal. P. Elec. Co.*, Letter Order, Docket No. ER10-1703-000 (Aug. 20, 2010).

⁴ The WFEC Facilities include: Clearlake Substation, Gate Substation, Speermore Substation, and Beaver River Substation. Elmwood CCA § 3.

Likewise, in the event of a major outage at one of the Tri-County Facilities,⁵ Tri-County personnel in the field are to confirm that the prolonged outage is imminent or occurring, and that the affected Tri-County Facilities have been isolated. Elmwood CCA, Exh. B. Tri-County must notify WFEC of the outage and the estimated loads that will be picked up via the Elmwood Contingency Connection. *Id.* Tri-County must notify and obtain consent from SPS for the load transfer, and GSEC must notify and obtain consent from ACES Power Marketing regarding the same. *Id.* After obtaining approval from WFEC, Tri-County will close the breaker at the Elmwood Substation. *Id.*

When transferring load via the Elmwood Contingency Connection, Tri-County personnel will read the meter at the Elmwood Substation just prior to closing the breaker and right after opening it. *Id.* The metering for the Elmwood Contingency Connection is owned and maintained by Tri-County. Elmwood CCA § 6. The meter will record all power demands on and energy flows over the Elmwood Contingency Connection in either direction. *Id.* On or before the fifth day of the month following any month where energy flows over the Elmwood Contingency Connection, Tri-County will provide GSEC and WFEC with such meter data, which will include the same level of detail used for SPP settlement purposes and will be adjusted for system losses to the Elmwood Contingency Connection. *Id.* Any metered usage, including losses, will be billed by WFEC or GSEC at agreed upon rates. *Id.* § 9.

The Parties further agree that the Tri-County and WFEC systems will at no time be interconnected through the Elmwood Contingency Connection. *Id.* § 7. Tri-County is to maintain SCADA controls and relay protection at the breaker to coordinate protection for both the WFEC and the Tri-County transmission systems. *Id.* § 8. The Parties each agree to comply with all existing and future SPP reliability requirements, and to comply with all Commission-approved North American Electric Reliability Corporation (“NERC”) requirements applicable to that Party with respect to actions or obligations under the Elmwood CCA. *Id.* § 10.

As addressed above, SPP is a signatory to the Elmwood CCA solely because the Elmwood CCA involves facilities under SPP’s functional control.⁶ Section 12 of the Elmwood CCA expressly states that SPP’s only purpose and involvement in executing the Elmwood CCA is with regard to any sections which may affect or involve SPP transmission service or SPP’s role as a Commission-approved RTO. *Id.* § 12. Furthermore, Section 12 notes that SPP agrees that operation of the Elmwood Contingency Connection, the transfer of load, and the billing or payment by GSEC or

⁵ The Tri-County Facilities include: Elmwood Substation, Balko Substation, and Pugh Substation. Elmwood CCA § 4 (Tri-County has since changed the name of the Pugh Substation to the Haskell Substation).

⁶ *See supra* note 2.

WFEC of emergency energy rates as provided under the Elmwood CCA, as it relates to the Tri-County load or WFEC load already taking transmission service under the SPP Tariff, does not violate the obligations of any Party to this agreement under the SPP Tariff or applicable Network Operating Agreements or Network Integration Transmission Service Agreements. *Id.* The section also clarifies that nothing in the Elmwood CCA should be construed to give rise to any liability on the part of SPP or SPS, and that the other Parties expressly waive any claims against SPP or SPS under the agreement. *Id.*

The Elmwood CCA also provides for standard contract terms, including: Contact Information for General Purposes; Compliance with Laws; Non-waiver; Limitation of Liability; Indemnification; Assignment; Audit Rights; Force Majeure; and Complete Agreement.⁷ The Elmwood CCA also includes a one-line diagram illustrating the Elmwood breaker station in Exhibit A.

IV. Effective Date

SPP requests an effective date of October 19, 2011 for the Elmwood CCA. To permit such an effective date, 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 Elmwood CCA is being filed within 30 days of its requested effective date.⁸ The Commission previously has granted waiver of the 60-day notice requirement for agreements not contained in the filing entities' tariff when the agreements were filed within 30 days of the requested effective date,⁹ and the Commission likewise should do so here. Moreover,

⁷ Elmwood CCA §§ 14-22.

⁸ *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.").

⁹ *See Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-4390-000 (Oct. 13, 2011) (Granting waiver of the 60-day prior notice requirement and accepting an Affected Systems' Facilities Construction Agreement, an agreement not part of the SPP Tariff, that was filed within 30 days of the requested effective date); *Sw. Power Pool, Inc.*, 128 FERC ¶ 61,191 (2009) (Granting waiver of the 60-day prior notice requirement and conditionally accepting an Interim Large Generator Interconnection Agreement, which was not part of the SPP Tariff at the time, that was filed within 30 days of the requested effective date); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER11-3645-000 (July 15, 2011) (Granting waiver of the 60-day prior notice requirement and accepting a Wholesale Market Participation Agreement, an agreement not part of the PJM Tariff, that was filed within 30 days of the requested effective date).

the Elmwood Contingency Connection currently is capable of operation and the Elmwood CCA should be available for use should an emergency condition require it.

V. Service, Notice, and Communication

SPP is serving a copy of this filing on the representatives for WFEC, GSEC, SPS, and Tri-County listed in the Elmwood CCA.

SPP requests that all correspondence and communications with respect to this filing should be sent to, and that the Secretary include on the official service list, the following:

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
hstarnes@spp.org

Carrie L. Bumgarner
Patrick L. Morand
Wright & Talisman, P.C.
1200 G Street, N.W., Suite 600
Washington, DC 20005-3802
Telephone: (202) 393-1200
Fax: (202) 393-1240
bumgarner@wrightlaw.com
morand@wrightlaw.com

VI. 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 includes a copy of the Elmwood CCA with this filing.

(2) Effective date:

As discussed above, SPP respectfully requests that the Commission accept the Elmwood CCA with an effective date of October 19, 2011.

(3) Service:

SPP is serving a copy of this filing on the representatives for the Parties in the Elmwood CCA.

(4) Basis of Rate:

Pursuant to the Elmwood CCA, all charges for metered usage, including losses, will be billed by WFEC or GSEC at agreed upon rates.

VII. Conclusion

For the foregoing stated reasons, SPP requests that the Commission accept the Elmwood CCA effective October 19, 2011.

Respectfully submitted,

/s/ Patrick L. Morand

Carrie L. Bumgarner

Patrick L. Morand

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

Southwest Power Pool, Inc.

Original Service Agreement No. 2273

Contingency Connection Agreement

THIS CONTINGENCY CONNECTION AGREEMENT (the "Agreement") is made and entered into this 27th day of September 2011, by and between

Western Farmers Electric Cooperative, Inc. ("WFEC"), a corporation organized and existing under the laws of the State of Oklahoma;

Golden Spread Electric Cooperative, Inc. ("GSEC"), a corporation organized and existing under the laws of the State of Texas;

Southwestern Public Service Company ("SPS") d/b/a Xcel Energy, a corporation organized and existing under the laws of the State of New Mexico;

Tri-County Electric Cooperative, Inc. ("Tri-County"), a corporation organized and existing under the laws of the State of Oklahoma (WFEC, GSEC, SPS, and Tri-County each may be referred to as a "Party" or collectively as the "Parties"), and

Southwest Power Pool, Inc. ("SPP"), a Federal Energy Regulatory Commission ("FERC") approved Regional Transmission Organization ("RTO").

Recitals

WHEREAS, WFEC has constructed a 69 kV transmission line segment between its Clearlake Substation and Tri-County's Elmwood Substation; and

WHEREAS, the purpose of this segment of the transmission line is to provide a mutually beneficial contingency connection;

WHEREAS, the contingency connection shall be identified and referred to as the "Elmwood Contingency Connection" between the parties; and

WHEREAS, the Parties are agreeable to this connection and the terms of this Agreement.

NOW, THEREFORE, in consideration of and subject to the mutual promises and covenants contained herein, the Parties hereby agree to participate in the Elmwood Contingency Connection under the following terms and conditions:

1. **Connection.** The proposed 69 kV Elmwood Contingency Connection will be made at the Tri-County Elmwood Substation, with a normally-open breaker to a WFEC transmission line as shown in the one-line diagram attached and marked as Exhibit A.
2. **Operation.** The Elmwood Contingency Connection will operate normally-open and will be closed only for a major outage on either Tri-County's system or WFEC's system, and then only with proper notice as detailed herein and in the attached procedures. The procedures governing the operation of the breaker and the maximum load that may be transferred are set forth in Exhibit B.
3. **WFEC Facilities.** Facilities on the WFEC transmission system that may be connected through the Elmwood Contingency Connection to Tri-County's system include:
 - a) Clearlake Substation (2009 peak load = 1.8 MVA)
 - b) Gate Substation (2009 peak load = 4.2 MVA)
 - c) Speermore Substation (2009 Peak load = 1.5 MVA)
 - d) Beaver River Substation (2009 peak load = 0.9 MVA)

(Collectivity the "WFEC Facilities")

4. **Tri-County Facilities.** Tri-County facilities on the Tri-County transmission system that may be connected to WFEC's System through the Elmwood Contingency Connection are:
 - a. Elmwood Substation (2010 Peak Load = 3.1 MVA @ 98% PF)
 - b. Balko Substation (2010 Peak Load = 2.7 MVA @ 96% PF)
 - c. Pugh Substation (under construction, approximately 5 MVA @ 95% PF)

(Collectivity the "Tri-County Facilities")

5. **Operational Notice.** The de-energizing and transfer of load is to be coordinated with WFEC's System Transmission desk, GSEC's Operations, SPS's System Dispatcher, Tri-County's Operations, and the SPP Reliability Coordinator.

- WFEC Transmission Operations desk

Operator on Duty

Phone: (405) 247-4570

Fax: (405) 247-4446

- GSEC Operations/ACES Power Marketing

Phone: (317) 344-7020

Fax: (317) 344-7010

- SPS Transmission Operator

Phone: (806) 640-6343

Fax: (806) 640-6349

- Tri-County Supervisor On-Call

Phone: (580) 652-1398

Fax: (580) 652-3151

- SPP Reliability Coordinator

Phone: (501) 614-3900 Ext 1

Fax: (501) 803-3956

6. **Metering.** Tri-County will install and maintain bi-directional revenue quality interval metering at the Elmwood Substation at its own expense. This meter will record all power demands on and energy flows over the Elmwood Contingency Connection in either direction. Pursuant to Exhibit B, and additionally, on or before the fifth day of the month following any month where energy flows over the Elmwood Contingency Interconnection, Tri-County will provide GSEC and WFEC with meter data for such energy. Such meter data will include the same level of detail as is used for SPP settlement purposes. The meter data will be adjusted for system losses to the Elmwood Contingency Connection.
7. **No System Connection.** At no time will the Tri-County and WFEC 69 kV systems be interconnected through the Elmwood Contingency Connection. The Elmwood Contingency Connection will only be closed when either WFEC

Facilities or Tri-County Facilities are disconnected from their respective system and will be opened before the subject WFEC Facilities or Tri-County Facilities are reconnected to their respective system.

8. **Protection Systems.** Tri-County will install, test and maintain a 69 kV breaker with Supervisory Control and Data Acquisition controls and relay protection. Relay protection will be designed to coordinate protection for both the WFEC and the Tri-County transmission systems from overload and, if applicable, provide under-frequency protection as per the SPP current protocol.
9. **Rates for Service.** Any metered usage, including losses, will be billed by WFEC or GSEC at agreed upon rates. **[Note: Any netting arrangements for bi-directional flows in the same period (i.e., month) and how and when applicable rates are determined shall be handled by GSEC and WFEC in separate agreements].**
10. **Reliability Compliance.** The Parties each agree to comply with all existing and future SPP requirements and FERC approved North American Electric Reliability Corporation (“NERC”) and SPP requirements applicable to that Party with respect to actions or obligations under this Agreement.
11. **Estimated In Service Date.** The estimated in-service date of the Elmwood Contingency Connection is September 1, 2011.
12. **SPP and SPS Liability Waiver.** Nothing in this Agreement shall be construed to create or give rise to any liability on the part of SPP or SPS, and the other Parties expressly waive any claims that may arise against SPP or SPS under this Agreement. By executing this Agreement, SPP does not agree to the provisions that do not affect or involve SPP transmission service or SPP’s role as a FERC-approved RTO. SPP’s only purpose and involvement in executing this Agreement is with regard to any sections which may affect or involve SPP transmission service or SPP’s role as a FERC-approved RTO. SPP agrees that operation of the Elmwood Contingency Connection, the transfer of load as provided herein, and the billing or payment by GSEC or WFEC of emergency energy rates as provided herein as it relates to the Tri-County load or WFEC load already taking transmission service under the SPP Open Access Transmission Tariff (“SPP Tariff”) does not violate the obligations of any Party to this Agreement under the SPP Tariff or applicable Network Operating Agreements or Network Integration Transmission Service Agreements.

13. **Effect of SPP and SPS Signatures.** The Parties acknowledge and understand that the signature of the authorized officer or employee of SPP and SPS, respectively, on this Agreement is for the limited purpose of acknowledging that an officer or employee of SPP and SPS has read the terms of this Agreement. The Parties and SPP and SPS further state that they understand that FERC desires that the Parties keep SPP and SPS fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the SPP and SPS officer or employee shall not in any way be deemed to imply that SPP or SPS is taking responsibility for the actions of any Party, that SPP or SPS has any affirmative duties under this Agreement, or that SPP or SPS is liable in any way under this Agreement except as specifically provided in the SPP Tariff.
14. **Contact Information for General Purposes.** Contact information for operational notices required herein is included in paragraph 5 above and Exhibit B of this Agreement. Contact Information for each of the Parties and SPP for general notices, invoices and payment shall be:

Mgr. Transmission Engineering & Operations
Western Farmers Electric Cooperative, Inc.
P.O. Box 429
Anadarko, Oklahoma 73005
Phone: (405) 247-4287
Fax: (405) 247-4446
Email: a_derichswelier@wfec.com

Vice President, Transmission & Operations
Golden Spread Electric Cooperative, Inc.
Suite 300
905 South Fillmore
Amarillo, Texas 79101-3541
Phone: (806) 337-1294
Fax: (806) 374-2922
Email: mwise@gsec.coop

Manager, Transmission Business Relations
414 Nicollet Mall
Minneapolis, Minnesota 55401

Phone: (612) 330-6773 or 800-328-8226 ext 0
Fax: (612) 330-6357
Email: mark.c.moeller@xcelenergy.com

Mgr. Engineering
Tri-County Electric Cooperative, Inc.
P.O. Box 880
302 East Glaydas
Hooker, Oklahoma 73945
Phone: (580) 652-2418
Fax: (580) 652-3151
Email: mikeswearingen@tri-countyelectric.coop

Executive Vice-President and Chief Operating Officer
Southwest Power Pool, Inc.
140 Plaza West
415 North McKinley
Little Rock, Arkansas 72205
Phone: (501) 614-3218
Fax: (501) 664-89553
Email: cmonroe@spp.org

15. **Compliance with Laws.** The Parties shall comply with all federal, state, and local laws and regulations applicable to its services, rights, and obligations under this Agreement. Any fines or penalties resulting from the breach of such law or regulations will be the breaching party's sole responsibility.
16. **Non-waiver.** No waiver by any Party of any condition, or of any breach of any provision contained in this Agreement, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other provision.
17. **Limitation of Liability.** IN NO EVENT WILL A PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY

DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. **Indemnification.** Each Party shall defend, hold harmless and indemnify the other Party, its affiliates and its and their respective employees, officers and directors from and against all claims, demands, losses or damages, costs or expenses (including reasonable attorneys' fees and other expenses incident thereto) on account of damage to any third party property or injury, including death, to any persons (including any employee of a Party) that arises directly out of this Agreement to the extent due to the gross negligence of the indemnifying Party. The Parties intend for the foregoing defense, hold harmless, and indemnity obligations to apply to the above claims. Each Party assumes all risks of damage or injury to its own property or personnel, from whatever cause.
19. **Assignment.** This Agreement may not be assigned by a Party, in whole or in part, without the other Party's prior written consent.
20. **Audit Rights.** Each Party or its designated representative shall have the right, upon reasonable notice, to inspect, audit and copy the other Parties, records, accounts, correspondence and all other associated documents ("Documents") howsoever stored, pertaining to this Agreement during normal business hours for a period of thirty-six (36) months from the end of the calendar year in which in which such Document was created. Each Party agrees to maintain and cause its subcontractors to maintain such Documents for a period of thirty-six (36) months from the end of the calendar year in which such Documents were created.
21. **Force Majeure.** A Party shall not be in breach of this Agreement to the extent that any delay or default in performance is due to Force Majeure. The term "Force Majeure" will mean any cause which is not within the control of the party claiming force majeure and which, by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, flood, fire, tornado, governmental order, insurrections, riots and wars. Within seven (7) days of the commencement of an event of Force Majeure, the Party affected thereby will provide the other Parties with written notice of the event. Performance by the

Party rightfully claiming an event of Force Majeure shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

22. **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties and there are no verbal or collateral understandings, agreements, representations other than as expressly set forth therein.

[Remainder of page intentionally blank. Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives on the day and year first above written.

Western Farmers Electric Cooperative, Inc.

/s/ Gary Ray Roulet Date: 9/27/2011
Gary Roulet
Chief Executive Officer

Golden Spread Electric Cooperative, Inc.

/s/ Mark Schwirtz Date: 10/4/11
Mark Schwirtz
President and General Manager

Southwestern Public Service Company

/s/ I. R. Benson Date: Oct 13, 2011
Ian R. Benson
Director, Transmission Business Relations/Asset Management

Tri-County Electric Cooperative, Inc.

/s/ Jack L. Perkins Date: 9/28/2011
Jack L. Perkins
Chief Executive Officer

Southwest Power Pool, Inc.

/s/ Carl Monroe Date: 10/19/2011
Carl Monroe
Executive Vice-President and Chief Operating Officer

**Exhibit A
One Line Diagram
of the Normally-Open Breaker
for the Elmwood Contingency Connection**

Exhibit B Elmwood Contingency Connection Operating Procedures

The Elmwood Contingency Connection consists of a 69 kV line terminated near the WFEC Clearlake substation with no means to disconnect and the Tri-County Elmwood station through normally open breaker (Number 0737) which can be remotely operated via Tri-County's SCADA system. Metering is located at the Elmwood station and is owned and maintained by Tri-County.

During normal operations Elmwood Contingency Connection is to be operated with the Tri-County Elmwood Breaker (Number 0737) open and no time should the Elmwood Contingency Connection be closed for the purpose of transporting power in a quantity above the demand of the load interrupted by the line outage(s) being served Tri-County Facilities or WFEC Facilities, as the case may be.

WFEC Procedures

1. To Connect WFEC Load to Tri-County:

Confirmation from WFEC personnel in the field that a prolonged outage affecting the WFEC Facilities is imminent, or occurring.

Confirm that the faulted line section(s) or device(s) have been isolated to protect the integrity of the Elmwood Contingency Connection.

Notify Tri-County Operations of outage and request to close the Elmwood Contingency Connection.

Notify and obtain consent from SPS before proceeding with load transfers.

Estimate the loads that will be picked up via the Elmwood Contingency Connection and provide such load estimate to Tri-County.

Notify ACES Power Marketing (APM) of the expected load and duration of the load transfer. **Obtain APM consent before proceeding with the load transfer.**

Request Tri-County close Elmwood breaker 0737.

Tri-County personnel will read the meter at Elmwood Contingency Connection just prior to closing Elmwood 0737 and immediately after opening the same breaker.

2. To Return WFEC system back to normal:

Notify ACES Power Marketing (APM) with the estimated time when the WFEC load will be disconnected from Tri-County.

Notify appropriate personnel (WFEC and Member Cooperative) that a short outage will be necessary to allow the disconnection from Tri-County and the re-energization from WFEC.

Notify Tri-County that repairs have been completed and the Elmwood Contingency Connection is no longer required and that WFEC requests Tri-County to open the Elmwood breaker 0737.

Upon confirmation from Tri-County that Elmwood breaker 0737 is open, WFEC shall continue with WFEC switching procedures to re-energize the line.

Receive from Tri-County beginning and ending meter readings for billing purposes.

Tri-County Procedures

1. To Connect Tri-County Load to WFEC:

Confirmation from Tri-County personnel in the field that a prolonged outage affecting the Tri-County Facilities is imminent, or occurring.

Confirm that the faulted line section(s) or device(s) have been isolated to protect the integrity of the Elmwood Connection.

Notify WFEC Operations of the need to close the Elmwood Contingency Connection.

Notify and obtain consent from SPS before proceeding with load transfers.

Estimate the loads that will be picked up via the Elmwood Contingency Connection and provide such load estimate to WFEC.

GSEC will notify ACES Power Marketing (APM) of the expected load and duration of the load transfer. Should GSEC personnel be unavailable then **Tri-County** will contact APM and notify GSEC within 24 hours.

Confirm that WFEC Operations approves closing Elmwood breaker 0737.

Tri-County personnel will read the meter at Elmwood just prior to closing Elmwood 0737 and immediately after opening the same breaker.

2. **To return system back to normal:**

GSEC will notify ACES Power Marketing (APM) with the estimated time when the Tri-County load will be returned to the Tri-County system. Should GSEC personnel be unavailable then Tri-County will contact APM and notify GSEC within 24 hours.

Notify WFEC that repairs have been completed and the Elmwood Contingency Connection is no longer required and that Tri-County will open the Elmwood breaker 0737.

Notify appropriate personnel (Tri-County and Member Cooperative) that a short outage will be necessary to allow the disconnection from WFEC and the re-energization from Tri-County.

Upon confirmation from Tri-County that Elmwood breaker 0737 is open, Tri-County shall continue with Tri-County switching procedures to re-energize the line.

Provide to WFEC beginning and ending meter readings for billing purposes.

Notifications

- WFEC Transmission Operations desk
Phone: (405) 247-4570
Fax: (405) 247-4446
- GSEC Operations/ACES Power Marketing
Phone: (317) 344-7020
Fax: (317) 344-7010
- SPS Transmission Operator
Phone: (806) 640-6343
Fax: (806) 640-6349
- Tri-County Supervisor On-Call
Phone: (580) 652-1398
Fax: (580) 652-3151
- SPP Reliability Coordinator
Phone: (501) 614-3900 Ext 1
Fax: (501) 803-3956

Southwest Power Pool, Inc.

Original Service Agreement No. 2273

Contingency Connection Agreement

THIS CONTINGENCY CONNECTION AGREEMENT (the "Agreement") is made and entered into this 27th day of September 2011, by and between

Western Farmers Electric Cooperative, Inc. ("WFEC"), a corporation organized and existing under the laws of the State of Oklahoma;

Golden Spread Electric Cooperative, Inc. ("GSEC"), a corporation organized and existing under the laws of the State of Texas;

Southwestern Public Service Company ("SPS") d/b/a Xcel Energy, a corporation organized and existing under the laws of the State of New Mexico;

Tri-County Electric Cooperative, Inc. ("Tri-County"), a corporation organized and existing under the laws of the State of Oklahoma (WFEC, GSEC, SPS, and Tri-County each may be referred to as a "Party" or collectively as the "Parties"), and

Southwest Power Pool, Inc. ("SPP"), a Federal Energy Regulatory Commission ("FERC") approved Regional Transmission Organization ("RTO").

Recitals

WHEREAS, WFEC has constructed a 69 kV transmission line segment between its Clearlake Substation and Tri-County's Elmwood Substation; and

WHEREAS, the purpose of this segment of the transmission line is to provide a mutually beneficial contingency connection;

WHEREAS, the contingency connection shall be identified and referred to as the "Elmwood Contingency Connection" between the parties; and

WHEREAS, the Parties are agreeable to this connection and the terms of this Agreement.

NOW, THEREFORE, in consideration of and subject to the mutual promises and covenants contained herein, the Parties hereby agree to participate in the Elmwood Contingency Connection under the following terms and conditions:

1. **Connection.** The proposed 69 kV Elmwood Contingency Connection will be made at the Tri-County Elmwood Substation, with a normally-open breaker to a WFEC transmission line as shown in the one-line diagram attached and marked as Exhibit A.
2. **Operation.** The Elmwood Contingency Connection will operate normally-open and will be closed only for a major outage on either Tri-County's system or WFEC's system, and then only with proper notice as detailed herein and in the attached procedures. The procedures governing the operation of the breaker and the maximum load that may be transferred are set forth in Exhibit B.
3. **WFEC Facilities.** Facilities on the WFEC transmission system that may be connected through the Elmwood Contingency Connection to Tri-County's system include:
 - a) Clearlake Substation (2009 peak load = 1.8 MVA)
 - b) Gate Substation (2009 peak load = 4.2 MVA)
 - c) Speermore Substation (2009 Peak load = 1.5 MVA)
 - d) Beaver River Substation (2009 peak load = 0.9 MVA)

(Collectivity the "WFEC Facilities")

4. **Tri-County Facilities.** Tri-County facilities on the Tri-County transmission system that may be connected to WFEC's System through the Elmwood Contingency Connection are:
 - a. Elmwood Substation (2010 Peak Load = 3.1 MVA @ 98% PF)
 - b. Balko Substation (2010 Peak Load = 2.7 MVA @ 96% PF)
 - c. Pugh Substation (under construction, approximately 5 MVA @ 95% PF)

(Collectivity the "Tri-County Facilities")

5. **Operational Notice.** The de-energizing and transfer of load is to be coordinated with WFEC's System Transmission desk, GSEC's Operations, SPS's System Dispatcher, Tri-County's Operations, and the SPP Reliability Coordinator.

- WFEC Transmission Operations desk

Operator on Duty

Phone: (405) 247-4570

Fax: (405) 247-4446

- GSEC Operations/ACES Power Marketing

Phone: (317) 344-7020

Fax: (317) 344-7010

- SPS Transmission Operator

Phone: (806) 640-6343

Fax: (806) 640-6349

- Tri-County Supervisor On-Call

Phone: (580) 652-1398

Fax: (580) 652-3151

- SPP Reliability Coordinator

Phone: (501) 614-3900 Ext 1

Fax: (501) 803-3956

6. **Metering.** Tri-County will install and maintain bi-directional revenue quality interval metering at the Elmwood Substation at its own expense. This meter will record all power demands on and energy flows over the Elmwood Contingency Connection in either direction. Pursuant to Exhibit B, and additionally, on or before the fifth day of the month following any month where energy flows over the Elmwood Contingency Interconnection, Tri-County will provide GSEC and WFEC with meter data for such energy. Such meter data will include the same level of detail as is used for SPP settlement purposes. The meter data will be adjusted for system losses to the Elmwood Contingency Connection.
7. **No System Connection.** At no time will the Tri-County and WFEC 69 kV systems be interconnected through the Elmwood Contingency Connection. The Elmwood Contingency Connection will only be closed when either WFEC

Facilities or Tri-County Facilities are disconnected from their respective system and will be opened before the subject WFEC Facilities or Tri-County Facilities are reconnected to their respective system.

8. **Protection Systems.** Tri-County will install, test and maintain a 69 kV breaker with Supervisory Control and Data Acquisition controls and relay protection. Relay protection will be designed to coordinate protection for both the WFEC and the Tri-County transmission systems from overload and, if applicable, provide under-frequency protection as per the SPP current protocol.
9. **Rates for Service.** Any metered usage, including losses, will be billed by WFEC or GSEC at agreed upon rates. **[Note: Any netting arrangements for bi-directional flows in the same period (i.e., month) and how and when applicable rates are determined shall be handled by GSEC and WFEC in separate agreements].**
10. **Reliability Compliance.** The Parties each agree to comply with all existing and future SPP requirements and FERC approved North American Electric Reliability Corporation (“NERC”) and SPP requirements applicable to that Party with respect to actions or obligations under this Agreement.
11. **Estimated In Service Date.** The estimated in-service date of the Elmwood Contingency Connection is September 1, 2011.
12. **SPP and SPS Liability Waiver.** Nothing in this Agreement shall be construed to create or give rise to any liability on the part of SPP or SPS, and the other Parties expressly waive any claims that may arise against SPP or SPS under this Agreement. By executing this Agreement, SPP does not agree to the provisions that do not affect or involve SPP transmission service or SPP’s role as a FERC-approved RTO. SPP’s only purpose and involvement in executing this Agreement is with regard to any sections which may affect or involve SPP transmission service or SPP’s role as a FERC-approved RTO. SPP agrees that operation of the Elmwood Contingency Connection, the transfer of load as provided herein, and the billing or payment by GSEC or WFEC of emergency energy rates as provided herein as it relates to the Tri-County load or WFEC load already taking transmission service under the SPP Open Access Transmission Tariff (“SPP Tariff”) does not violate the obligations of any Party to this Agreement under the SPP Tariff or applicable Network Operating Agreements or Network Integration Transmission Service Agreements.

13. **Effect of SPP and SPS Signatures.** The Parties acknowledge and understand that the signature of the authorized officer or employee of SPP and SPS, respectively, on this Agreement is for the limited purpose of acknowledging that an officer or employee of SPP and SPS has read the terms of this Agreement. The Parties and SPP and SPS further state that they understand that FERC desires that the Parties keep SPP and SPS fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the SPP and SPS officer or employee shall not in any way be deemed to imply that SPP or SPS is taking responsibility for the actions of any Party, that SPP or SPS has any affirmative duties under this Agreement, or that SPP or SPS is liable in any way under this Agreement except as specifically provided in the SPP Tariff.
14. **Contact Information for General Purposes.** Contact information for operational notices required herein is included in paragraph 5 above and Exhibit B of this Agreement. Contact Information for each of the Parties and SPP for general notices, invoices and payment shall be:

Mgr. Transmission Engineering & Operations
Western Farmers Electric Cooperative, Inc.
P.O. Box 429
Anadarko, Oklahoma 73005
Phone: (405) 247-4287
Fax: (405) 247-4446
Email: a_derichswelier@wfec.com

Vice President, Transmission & Operations
Golden Spread Electric Cooperative, Inc.
Suite 300
905 South Fillmore
Amarillo, Texas 79101-3541
Phone: (806) 337-1294
Fax: (806) 374-2922
Email: mwise@gsec.coop

Manager, Transmission Business Relations
414 Nicollet Mall
Minneapolis, Minnesota 55401

Phone: (612) 330-6773 or 800-328-8226 ext 0
Fax: (612) 330-6357
Email: mark.c.moeller@[xcelenergy.com](mailto:mark.c.moeller@xcelenergy.com)

Mgr. Engineering
Tri-County Electric Cooperative, Inc.
P.O. Box 880
302 East Glaydas
Hooker, Oklahoma 73945
Phone: (580) 652-2418
Fax: (580) 652-3151
Email: mikeswearingen@tri-countyelectric.coop

Executive Vice-President and Chief Operating Officer
Southwest Power Pool, Inc.
140 Plaza West
415 North McKinley
Little Rock, Arkansas 72205
Phone: (501) 614-3218
Fax: (501) 664-89553
Email: cmonroe@spp.org

15. **Compliance with Laws.** The Parties shall comply with all federal, state, and local laws and regulations applicable to its services, rights, and obligations under this Agreement. Any fines or penalties resulting from the breach of such law or regulations will be the breaching party's sole responsibility.
16. **Non-waiver.** No waiver by any Party of any condition, or of any breach of any provision contained in this Agreement, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other provision.
17. **Limitation of Liability.** IN NO EVENT WILL A PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY

DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. **Indemnification.** Each Party shall defend, hold harmless and indemnify the other Party, its affiliates and its and their respective employees, officers and directors from and against all claims, demands, losses or damages, costs or expenses (including reasonable attorneys' fees and other expenses incident thereto) on account of damage to any third party property or injury, including death, to any persons (including any employee of a Party) that arises directly out of this Agreement to the extent due to the gross negligence of the indemnifying Party. The Parties intend for the foregoing defense, hold harmless, and indemnity obligations to apply to the above claims. Each Party assumes all risks of damage or injury to its own property or personnel, from whatever cause.
19. **Assignment.** This Agreement may not be assigned by a Party, in whole or in part, without the other Party's prior written consent.
20. **Audit Rights.** Each Party or its designated representative shall have the right, upon reasonable notice, to inspect, audit and copy the other Parties, records, accounts, correspondence and all other associated documents ("Documents") howsoever stored, pertaining to this Agreement during normal business hours for a period of thirty-six (36) months from the end of the calendar year in which in which such Document was created. Each Party agrees to maintain and cause its subcontractors to maintain such Documents for a period of thirty-six (36) months from the end of the calendar year in which such Documents were created.
21. **Force Majeure.** A Party shall not be in breach of this Agreement to the extent that any delay or default in performance is due to Force Majeure. The term "Force Majeure" will mean any cause which is not within the control of the party claiming force majeure and which, by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, flood, fire, tornado, governmental order, insurrections, riots and wars. Within seven (7) days of the commencement of an event of Force Majeure, the Party affected thereby will provide the other Parties with written notice of the event. Performance by the

Party rightfully claiming an event of Force Majeure shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

22. **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties and there are no verbal or collateral understandings, agreements, representations other than as expressly set forth therein.

[Remainder of page intentionally blank. Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives on the day and year first above written.

Western Farmers Electric Cooperative, Inc.

/s/ Gary Ray Roulet Date: 9/27/2011
Gary Roulet
Chief Executive Officer

Golden Spread Electric Cooperative, Inc.

/s/ Mark Schwirtz Date: 10/4/11
Mark Schwirtz
President and General Manager

Southwestern Public Service Company

/s/ I. R. Benson Date: Oct 13, 2011
Ian R. Benson
Director, Transmission Business Relations/Asset Management

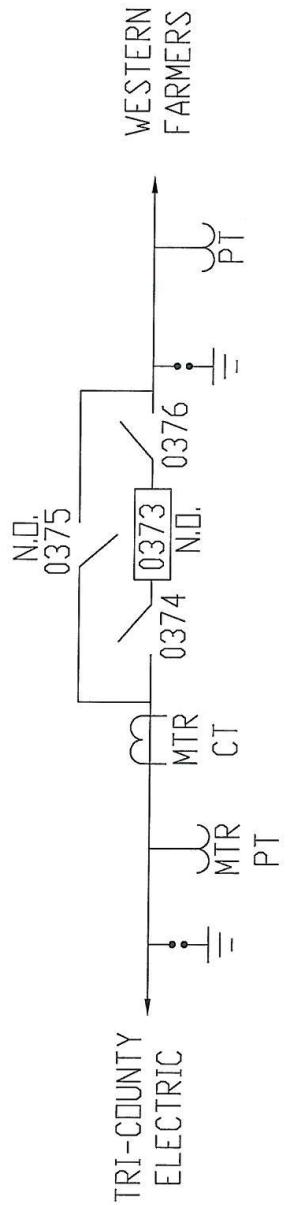
Tri-County Electric Cooperative, Inc.

/s/ Jack L. Perkins Date: 9/28/2011
Jack L. Perkins
Chief Executive Officer

Southwest Power Pool, Inc.

/s/ Carl Monroe Date: 10/19/2011
Carl Monroe
Executive Vice-President and Chief Operating Officer

**Exhibit A
One Line Diagram
of the Normally-Open Breaker
for the Elmwood Contingency Connection**



GENERAL NOTES:		REVISION		DATE	6-12-81
		1		REVISION:	ELMWOOD BREAKER STATION
		2		PROJECT:	
		3		APPROVED:	
		4		DRAWING:	ONE LINE
		5		DRAWN BY:	
		6		CHECKED BY:	
		7		SHEET P.	
		8			
		9			
		10			

TRI-COUNTY ELECTRIC
A "Midwest Energy" Cooperative

TRI-COUNTY ELECTRIC
COOPERATIVE
HOOKER, OKLAHOMA

Exhibit B Elmwood Contingency Connection Operating Procedures

The Elmwood Contingency Connection consists of a 69 kV line terminated near the WFEC Clearlake substation with no means to disconnect and the Tri-County Elmwood station through normally open breaker (Number 0737) which can be remotely operated via Tri-County's SCADA system. Metering is located at the Elmwood station and is owned and maintained by Tri-County.

During normal operations Elmwood Contingency Connection is to be operated with the Tri-County Elmwood Breaker (Number 0737) open and no time should the Elmwood Contingency Connection be closed for the purpose of transporting power in a quantity above the demand of the load interrupted by the line outage(s) being served Tri-County Facilities or WFEC Facilities, as the case may be.

WFEC Procedures

1. To Connect WFEC Load to Tri-County:

Confirmation from WFEC personnel in the field that a prolonged outage affecting the WFEC Facilities is imminent, or occurring.

Confirm that the faulted line section(s) or device(s) have been isolated to protect the integrity of the Elmwood Contingency Connection.

Notify Tri-County Operations of outage and request to close the Elmwood Contingency Connection.

Notify and obtain consent from SPS before proceeding with load transfers.

Estimate the loads that will be picked up via the Elmwood Contingency Connection and provide such load estimate to Tri-County.

Notify ACES Power Marketing (APM) of the expected load and duration of the load transfer. **Obtain APM consent before proceeding with the load transfer.**

Request Tri-County close Elmwood breaker 0737.

Tri-County personnel will read the meter at Elmwood Contingency Connection just prior to closing Elmwood 0737 and immediately after opening the same breaker.

2. To Return WFEC system back to normal:

Notify ACES Power Marketing (APM) with the estimated time when the WFEC load will be disconnected from Tri-County.

Notify appropriate personnel (WFEC and Member Cooperative) that a short outage will be necessary to allow the disconnection from Tri-County and the re-energization from WFEC.

Notify Tri-County that repairs have been completed and the Elmwood Contingency Connection is no longer required and that WFEC requests Tri-County to open the Elmwood breaker 0737.

Upon confirmation from Tri-County that Elmwood breaker 0737 is open, WFEC shall continue with WFEC switching procedures to re-energize the line.

Receive from Tri-County beginning and ending meter readings for billing purposes.

Tri-County Procedures

1. To Connect Tri-County Load to WFEC:

Confirmation from Tri-County personnel in the field that a prolonged outage affecting the Tri-County Facilities is imminent, or occurring.

Confirm that the faulted line section(s) or device(s) have been isolated to protect the integrity of the Elmwood Connection.

Notify WFEC Operations of the need to close the Elmwood Contingency Connection.

Notify and obtain consent from SPS before proceeding with load transfers.

Estimate the loads that will be picked up via the Elmwood Contingency Connection and provide such load estimate to WFEC.

GSEC will notify ACES Power Marketing (APM) of the expected load and duration of the load transfer. Should GSEC personnel be unavailable then **Tri-County** will contact APM and notify GSEC within 24 hours.

Confirm that WFEC Operations approves closing Elmwood breaker 0737.

Tri-County personnel will read the meter at Elmwood just prior to closing Elmwood 0737 and immediately after opening the same breaker.

2. **To return system back to normal:**

GSEC will notify ACES Power Marketing (APM) with the estimated time when the Tri-County load will be returned to the Tri-County system. Should GSEC personnel be unavailable then Tri-County will contact APM and notify GSEC within 24 hours.

Notify WFEC that repairs have been completed and the Elmwood Contingency Connection is no longer required and that Tri-County will open the Elmwood breaker 0737.

Notify appropriate personnel (Tri-County and Member Cooperative) that a short outage will be necessary to allow the disconnection from WFEC and the re-energization from Tri-County.

Upon confirmation from Tri-County that Elmwood breaker 0737 is open, Tri-County shall continue with Tri-County switching procedures to re-energize the line.

Provide to WFEC beginning and ending meter readings for billing purposes.

Notifications

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