



Southwest Power Pool, Inc.
CORPORATE GOVERNANCE COMMITTEE MEETING
August 30, 2012
Dogwood Energy Plant, Pleasant Hill, MO

• A G E N D A •

9:30 a.m.

- 1. Call to Order and Administrative Items..... Nick Brown
- 2. Withdrawal Obligations Update Stacy Duckett
- 3. Elections and Vacancies Nick Brown
 - a. Committee Vacancies, Current and Expected
 - b. 2013 Ballot
- 4. Bylaws Revisions/Committees Stacy Duckett
- 5. Organizational Effectiveness Stacy Duckett
 - a. Chairs/Secretaries Workshop
 - b. Organizational Group Survey Revisions
- 6. Future Meetings..... Nick Brown

Relationship-Based • Member-Driven • Independence Through Diversity
Evolutionary vs. Revolutionary • Reliability & Economics Inseparable

**Southwest Power Pool
CORPORATE GOVERNANCE COMMITTEE MEETING**

Teleconference

May 11, 2012

• M I N U T E S •

Agenda Item 1 – Administrative Items

Nick Brown called the meeting to order at 9:03 a.m. Other members in attendance or represented by proxy were: Cindy Holman (OMPA), Rob Janssen (Dogwood), Jim Eckelberger (Director), Steve Parr (KEPCo), and Mel Perkins (OG&E). SPP Staff included Stacy Duckett. Others attending were Richard Ross (AEP), Dennis Reed (Westar); Harold Hadland (NPPD), Dave D'Alessandro (NPPD), and Matt Binette (Wright & Talisman),

Mr. Brown referred to draft minutes for March 1, 2012 (Minutes 3/1/12 – Attachment 1). Steve Parr moved to approve the minutes as presented; Mel Perkins seconded the motion, which was unanimously approved.

Agenda Item 2 – Vacancies

Stacy Duckett noted current vacancies on the Human Resources Committee (HRC) and the Finance Committee (FC) due to Trudy Harper's recent retirement. Notice has gone out to the membership regarding these openings; no nominees have been received to date. Staff will continue to seek candidates, both from the Members Committee and/or from their companies. This retirement also creates a vacancy on the Members Committee and Ms. Harper's term expired at the end of this year as well. Staff will solicit candidates for this position to elect in October to serve the remainder of this term as well as a new three-year term commencing January 2013.

Agenda Item 3 – Committee Responsibilities Review

Nick Brown updated the group on the current initiative to review scopes of the Oversight Committee (OC), Finance Committee and Human Resources Committee and consider reassignment of certain duties (Group Scopes – Attachment 2). The group discussed additional revisions suggested by Mr. Brown. Stacy Duckett noted a need to review and perhaps revise the Bylaws to synchronize with these revisions, and whether the level of specificity is necessary in the Bylaws. Cindy Holman concurred; staff will review. Jim Eckelberger suggested business continuity should remain with the FC since there are member representatives on that committee. Following discussion, the group determined to assign business continuity to FC rather than the OC.

Agenda Item 4 – Withdrawal Obligations

Stacy Duckett noted the status of the initiative to develop withdrawal obligation revisions in governing documents to address regional transmission costs (Governing Documents Revisions – Attachment 3). Matt Binette reviewed revisions made since direction to apply these provisions to members only rather than network customers. Dennis Reed questioned whether penalties should be assessed to entities joining after an event occurs. The Committee gave direction to exclude such new members, knowing any imposition of penalties must ultimately be approved by FERC. Dave D'Alessandro asked for clarification on Section 8.7.1. (c) and (e) and separate references to interest. Ms. Duckett will research and send information to Mr. D'Alessandro. Mel Perkins noted recent discussion at the Strategic Planning Committee (SPC) regarding the notice period. Staff is still researching and will provide a recommendation regarding any other alternatives. Mr. D'Alessandro sought clarification of Section 4.1.1; Ms. Duckett will discuss offline. He then requested further clarification of Section 4.3.3 and offered additional revisions for consideration. Discussion continued on additional provisions of Section 4.3.3 for further clarification. Mr. Brown asked for identification of other provisions requiring additional attention.

Nebraska Public Power District (NPPD) pointed to Section 4.3.3 of the Membership Agreement. Mel Perkins asked for a review of Schedule 13 to address a “gap” between Board approval and actual issuance of a Notice to Construct (NTC). Dennis Reed requested Word versions of documents to remit redlines for consideration. Jim Eckelberger requested clarification as to the revision on page 18 of the Tariff document. These revisions may be removed and instead be included in the Order 1000 filing.

Agenda Item 5 – Strategic Planning Committee Task Force Recommendation on Order 1000

Paul Suskie reviewed the Strategic Planning Committee Task Force recommendation regarding revisions to the Membership Agreement to meet Order 1000 requirements, specifically to address changes related to the Right of First Refusal provision (SPCTF Recommendation – Attachment 4). Mel Perkins moved for approval; Rob Janssen seconded the motion, which passed unanimously.

Agenda Item 4 – Withdrawal Obligations Continued

Rob Janssen requested clarification as to whether questions regarding crediting are still pending. Dennis Reed is still considering crediting as part of Regional Tariff Working Group (RTWG) review. Harold Hadland requested Word versions to provide additional comments. The plan now is to have all issues resolved to take action at the August 30 meeting and recommend for action at the October meetings.

Agenda Item 6 – Chair/Secretary Workshop Update

Stacy Duckett noted a plan to host a workshop for chairs and secretaries later this year. The Committee endorsed moving forward (Workshop Draft Agenda – Attachment 5).

Agenda Item 7 – Future Meetings

Nick Brown noted the next scheduled meeting as August 30 from 9:00 a.m. until 12:00 p.m.

Adjournment

Nick Brown thanked everyone for participating and adjourned the meeting at 10:55 a.m.

Respectfully submitted,

Stacy Duckett, Secretary

MEMBERSHIP AGREEMENT

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Appendix A

This Agreement is made between the Member and SPP, as defined herein.

1.0 Definitions

Agreement

This Membership Agreement.

Board of Directors

The Board of Directors elected pursuant to the Bylaws.

Bylaws

SPP's Bylaws or any successor document.

Distribution Facilities

Facilities that are the subject of a separate distribution charge pursuant to the Open Access Transmission Tariff.

Effective Date

This Agreement is effective on January 1, 2000 or upon the date of execution by Member if after January 1, 2000.

Electric Transmission System

The transmission facilities subject to SPP's tariff administration, except for any Distribution Facilities.

Existing Obligations

Shall have the meaning given in Section 4.3.2(b).

FERC

The Federal Energy Regulatory Commission or successor organization.

Financial Obligations

Shall have the meaning given in Section 4.3.2(b).

Future Interest

Shall have the meaning given in Section 4.3.2(b).

Good Utility Practice

Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice

is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be a range of acceptable practices, methods, or acts generally accepted in the region. SPP Criteria and NERC Policies and Standards are considered Good Utility Practice.

Member

Signatory to this Agreement that has completed the application requirements pursuant to the Bylaws.

NERC

North American Electric Reliability Corporation or successor organizations.

Non-Transmission Owner

A Member that is not a Transmission Owner. A Non-Transmission Owner that owns or controls Tariff Facilities may have its status changed to a Transmission Owner under this Agreement upon notice to SPP and execution of this Agreement as a Transmission Owner.

Open Access Transmission Tariff (OATT)

The SPP nondiscriminatory, Open-Access Transmission Tariff (OATT) on file with FERC pursuant to Section 205 of the Federal Power Act under which SPP will offer transmission service, or any such successor tariff.

Partial Termination

Shall have the meaning given in Section 4.1.

Regional Entity

An entity having enforcement authority delegated to it by NERC pursuant to a delegation agreement accepted by FERC.

Reliability Coordinator

SPP, in performing its reliability coordinator function as recognized by NERC pursuant to its policies, and pursuant to SPP Criteria and this Agreement.

SPP

Southwest Power Pool, Inc., or successor organization.

SPP Criteria

SPP's approved operating and planning criteria.

SPP Region

The geographic area encompassing the transmission systems of Members that are Transmission Owners.

Standards of Conduct

SPP's Standards of Conduct that apply to the conduct of its directors, officers, employees, Regional Entity trustees, contractors, and agents.

Tariff Facilities

The Electric Transmission System and the Distribution Facilities subject to SPP's tariff administration.

Termination

Shall have the meaning given in Section 4.1.

Termination Date

Shall mean the date of Termination is effective in accordance with Section 4.2.2(b).

Terminated Member

An entity that was a Signatory to this Agreement but whose membership in SPP has been terminated under Section 4 of this Agreement.

Transmission Customer

A customer under the Open Access Transmission Tariff

Transmission Owner

A signatory to this Agreement which: (1) transfers functional control of Tariff Facilities related to the rates, terms and conditions of the OATT to SPP by executing this Agreement; or (2) appoints SPP under another agreement to provide service under the Transmission Tariff over Tariff Facilities which it owns or controls; or (3) is assigned by SPP to construct and accepts the obligation to construct new Tariff Facilities; or (4) undertakes another Transmission Owner's obligation to construct Tariff Facilities in accordance with Section 3.3(c) of this Agreement and Attachment O of the SPP OATT.

4.2 Termination Procedures and Effective Dates

4.2.1 Notice of Voluntary Withdrawal

(a) Notice. Subject to Section 4.3, a Member may withdraw voluntarily from this Agreement, provided that it has given written notice to the President of its intent to withdraw. Notice of intent to withdraw must state a proposed date for the withdrawal and be delivered to the President no less than ~~twelve-twenty-four~~ (1224) months prior to such date. The President will advise the Members and the Board of Directors of any withdrawal notices received. In order to assure that there is no more than one proposed termination date with respect to a Member, a withdrawal notice shall be deemed to supersede rescind any prior withdrawal notice given by the Member, except that a Member may not submit a withdrawal notice less than twenty-four (24) months prior to the termination date proposed in the Member’s previous notice of intent to withdraw. Voluntary withdrawal is a Termination and creates the same obligations as a Termination for any other reason.

(b) Withdrawal Deposit. A Member submitting a written notice of its intent to withdraw from this Agreement must simultaneously submit a cash withdrawal deposit to SPP, as set forth in the table below. SPP will not accept a notice of intent to withdraw without a withdrawal deposit. SPP will treat the withdrawal deposit as a pre-payment of a portion of the costs SPP incurs to process the Member’s withdrawal from SPP, as set forth in Section 4.3.2(d) of this Agreement, or the costs associated with reintegrating the Member into SPP if the Member subsequently rescinds its notice of intent to withdraw and SPP incurs costs to reintegrate the Member. Withdrawal deposits are as follows:

<u>Member Category</u>	<u>Withdrawal Deposit</u>
<u>Load Serving Entity</u>	<u>\$ 150,000</u>
<u>Non-Load Serving Entity</u>	<u>\$ 50,000</u>

If the cost of processing Member’s withdrawal as calculated by SPP pursuant to Section 4.3.2(d) of this Agreement exceeds the withdrawal deposit, the additional amount shall be included in the invoice SPP provides to the Member under 4.3.2(e) of this Agreement. If the Member rescinds

its notice of intent to withdraw and the cost of processing the Member's withdrawal and subsequent reintegration into SPP exceeds the withdrawal deposit, SPP shall invoice the Member for the amount of the cost that exceeds the deposit, and the Member shall provide payment to SPP within thirty (30) days of receipt of the invoice. If the withdrawal deposit exceeds the costs of processing the Member's withdrawal and/or reintegration, SPP shall refund the difference to the Member.

4.2.2 Effective Date of Termination

- (a) **Voluntary Withdrawal.** If the withdrawing Member is not a Transmission Owner subject to FERC jurisdiction, the Termination Date shall be the date proposed in the withdrawal notice under Section 4.2.1 or otherwise agreed by SPP. If the withdrawing Member is a Transmission Owner subject to FERC jurisdiction, the Termination Date shall be the later of (i) the proposed date specified in the withdrawal notice or otherwise agreed by SPP, (ii) the effective date, if any, set by the FERC order approving the withdrawal; or (iii) the date that such FERC order is no longer subject to review by a court of competent jurisdiction.
- (b) **Termination other than Voluntary Withdrawal.** If the Termination occurs for any reason other than the Member's voluntary withdrawal under Section 4.2.1 or by agreement with SPP, the Termination Date shall be as follows:
- (i) If the Member is not a Transmission Owner subject to FERC jurisdiction, the Termination Date shall be the date of the event by which the Termination occurs, for example, the date a party gives notice that it will treat a breach or repudiation as a Termination or the date a Member withdraws in order to comply with the terms of a law or regulation. The foregoing notwithstanding, if the Termination occurs due to the order of a court or administrative agency, the Termination Date shall be the date the order is no longer subject to review by a court of competent jurisdiction.
 - (ii) If the Member is a Transmission Owner requiring regulatory agency approval prior to effectively withdrawing from SPP, then

the Termination Date shall be the later of (i) the effective date, if any, set by the regulatory agency order approving the Termination; or (ii) the date that such regulatory order is no longer subject to review by a court of competent jurisdiction.

- (iii) In conjunction with the requirements and limitations imposed in Section 4.2.2(b)(ii) above; Transmission Owning Members of SPP wishing to withdraw from SPP and requiring regulatory agency approval prior to such withdrawal being effective are required to initiate the required regulatory filings seeking approval to withdraw prior to the end of the ~~12-24~~-month notice period. Additionally, these members must provide SPP copies of the regulatory filings in a timely manner after filing with the appropriate regulatory agency. Failure to comply with the terms of this paragraph will effectively rescind the notice of the withdrawing member.
- (iv) Member may terminate this Agreement with less than the required ~~twelve-twenty-four (1224)~~ months notice, in the event that the state law governing Member changes, or any provisions of this Agreement or the provisions of SPP's OATT are changed or modified in a manner that causes a conflict with the Member's state law, regulations, or rate schedules, and the internal dispute resolution process described in Section 12 of the OATT is unable to resolve such conflict. In such event, Member and SPP shall meet and confer to facilitate the withdrawal as soon as practicable as necessary to ensure compliance with state law.

4.3 Obligations Upon Termination

4.3.1 Obligation to Hold Users Harmless

Transmission Customers taking service which involves facilities being withdrawn by a Transmission Owner from the functional control of SPP and where such service is under transmission contracts executed before the Termination Date shall continue to receive the same service for the remaining term of each such contract at the same rates, terms, and conditions that would have been applicable if the Termination or Partial Termination had not occurred. Transmission Owner agrees to continue providing service to such Transmission Customers in accordance with the preceding sentence, and shall receive revenues calculated in accordance with the OATT but no more in revenues for that service than if there had been no Termination or Partial Termination.

4.3.2 Obligation to Pay Current and Existing Obligations

- (a) In the event of a Termination or Partial Termination, Member shall pay all obligations incurred under this Agreement at any time prior to the Termination Date. In addition, in order for SPP to recover a portion of certain debts and cost payable by SPP after the Termination Date as further specified in this Agreement, the Member shall pay all Existing Obligations (as defined herein) calculated as of the Termination Date. SPP shall make reasonable efforts to mitigate the Member's Existing Obligations by commercially reasonable actions (such as prepayment of allocable debt, or investment of part or all of the Member's payment in an interest-bearing instrument) and, in its discretion, may further discount the Member's Existing Obligations to reflect any additional mitigation SPP determines it will achieve.
- (b) "Existing Obligations" are all of the following and other obligations as may be set forth in the Bylaws from time to time;
- i. Member's unpaid annual membership fee,
 - ii. Member's unpaid dues, assessments, and other amounts charged under Section 3.8 [of this Agreement, Section 8.4 of the Bylaws,](#) or

otherwise under the Bylaws, plus the Member's share of costs SPP customarily includes in such dues, assessments or other charges, but which as of the Termination Date SPP had not included in such dues assessments or other charges.

- iii. Member's share (computed in accordance with the Bylaws) of the entire principal amounts of all SPP Financial Obligations outstanding as of the Termination Date. "Financial Obligations" are all long-term (in excess of six (6) months) financial obligations of SPP, including but not limited to the following:
 - a. debts under all loans, mortgages, loan agreements, borrowings, promissory notes, bonds, and credit lines under which SPP is obligated, including principal and interest;
 - b. all payment obligations under equipment leases, financing leases, capital leases, real estate and office space leases, consulting contracts, and contracts for outsourced services;
 - c. any unfunded liabilities of any SPP employee pension funds, whether or not liquidated or demanded; and
 - d. the general and administrative overhead of SPP for a period of three (3) months.
- iv. Any costs, expenses or liabilities incurred by SPP directly due to the Termination, regardless of when incurred or payable, and including without limitation prepayment premiums or penalties arising under SPP Financial Obligations.
- v. Member's share (computed in accordance with the Bylaws) of all interest that will become due for payment with respect to all interest bearing Financial Obligations after the Termination Date and until the maturity of all Financial Oblations in accordance with their respective terms ("Future Interest"). In the event that a Financial Obligation carries a variable interest rate, the interest rate in effect at the Termination Date shall be used to calculate the

applicable Future Interest. In determining the Member's share of Future Interest, SPP shall take into account any reduction of Financial Obligations due to mitigation under this Section.

- (c) In the event of a Partial Termination, Existing Obligations shall first be calculated as though a Termination occurred, and the Member shall pay a percentage thereof as Existing Obligations due to the Partial Termination. Such percentage shall be the percentage reduction of the Net Energy for Load Ratio applicable to the Member resulting from the Partial Termination.
- (d) In the event of a Termination or Partial Termination by a Member, the Member shall pay to SPP all costs SPP incurs to remove the Member's transmission facilities and/or customers from SPP markets and operations. Such costs will be determined by SPP and shall include but not be limited to costs associated with modifying systems and databases, staff time, legal costs, and all costs of completing other tasks necessary to process the Member's Termination. SPP will apply the Member's withdrawal deposit, as specified in Section 4.2.1(a), to such costs, and any costs exceeding the withdrawal deposit shall be included in the invoice to the Member as discussed in Section 4.3.2(e) of this Agreement.
- ~~(de)~~ SPP shall invoice Member for Existing Obligations within one month after the Termination Date, except that delay by SPP in issuing the invoice shall not diminish Member's obligation to make timely payment. The invoice shall be due and payable no later than five (5) business days after issuance. Any amounts owed by SPP to the Member shall, solely at SPP's election and in its discretion, be offset against the Member's Existing Obligations or paid to the Member concurrently with issuance of the invoice.
- ~~(ef)~~ The Member acknowledges and agrees that Existing Obligations include amounts that SPP expects to accrue and that will become payable by SPP between the date of Member's Notice of Termination and the Member's Termination Date, and that no part of a payment of Existing Obligations

shall be refundable to the Member under any circumstances, including (except as provided in this Section with respect to mitigation or the execution of a new Membership Agreement by the Member after the Member's Termination) any reduction of the Financial Obligations. Any disagreement as to the calculation of Existing Obligations shall be resolved in accordance with the dispute resolution procedures in the Bylaws. If, after Termination, the Member elects to re-join SPP and execute the Membership Agreement then in effect, SPP, in its sole discretion, may elect to credit a portion or all of the Member's Existing Obligations paid to SPP upon the Member's earlier Termination against any future payments owed by the Member to SPP.

4.3.3 Construction of Transmission Facilities

Any obligations relating to the construction of new facilities pursuant to an approved plan of SPP shall be renegotiated between SPP and the Transmission Owner prior to the Termination Date so as to continue the Transmission Owner's construction obligation for facilities approved prior to the Termination Date~~or promptly thereafter~~. If such obligations cannot be resolved through negotiations, they shall be resolved in accordance with the dispute resolution procedures in the Bylaws.

4.3.3A Continuing Payment for Base Plan Upgrades

Upon withdrawal of a Transmission Owner's Base Plan Upgrades ("Withdrawn Base Plan Upgrades"), customers allocated a portion of the ATRRs associated with such Withdrawn Base Plan Upgrades under Attachment J of the OATT shall continue to be permitted to use such Withdrawn Base Plan Upgrades and SPP shall be permitted to continue to provide service using such Withdrawn Base Plan Upgrades to such customers. Such customers shall continue to pay their share of the Annual Transmission Revenue Requirements associated with such Withdrawn Base Plan Upgrades, which shall be collected by SPP and remitted to the Terminated Member. Charges associated with Withdrawn Base Plan Upgrades shall be calculated using the methodology for calculating Base

Plan Zonal charges and Base Plan Region-wide charges applicable to the customer's service as specified in Schedule 11 of the OATT. Continuing service on such Withdrawn Base Plan Upgrades and continuing payments to a Terminated Member shall be governed by a seams agreement to be negotiated by SPP and the Terminated Member.

4.3.3B Obligation to Pay Network Service Termination Charges

A Terminated Member shall be financially responsible to pay SPP for all applicable Network Service Termination Charges calculated pursuant to the OATT.

4.3.4 Regulatory and Other Approvals or Procedures

Any Termination with respect to a Transmission Owner shall be subject to applicable federal and state law and regulatory approvals or procedures.

Southwest Power Pool, Inc.
Open Access Transmission Tariff
Sixth Revised Volume No. 1
Superseding
Fifth Revised Volume No. 1

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SCHEDULE 13
NETWORK SERVICE TERMINATION CHARGES

A Member that terminates or partially terminates its Membership Agreement with SPP (“Terminated Member”) shall be responsible for paying Network Service Termination Charges pursuant to this Schedule 13. Upon the effective date of the termination of the Member’s Membership Agreement (“Termination Date”), the Terminated Member shall continue to pay to SPP the Terminated Member’s share of the revenue requirements related to transmission facilities that were approved for inclusion in an SPP transmission plan prior to the Termination Date, as provided below.

SPP shall establish a list of the transmission facilities for which the Terminated Member is responsible to continue to pay after the Termination Date, which SPP shall file with the Commission as an Addendum to this Schedule 13. The list shall include only existing transmission facilities that have been placed into service or planned facilities that the Board of Directors has approved for inclusion in the SPP Transmission Expansion Plan pursuant to Attachment O of the Tariff as of the Termination Date that are:

- (1) Base Plan Upgrades allocated pursuant to Attachment J of the Tariff to the Base Plan Zonal Annual Transmission Revenue Requirement for each Zone in which the Terminated Member’s load was located prior to the Termination Date;
- (2) Base Plan Upgrades allocated on a Region-wide basis pursuant to Attachment J of the Tariff prior to the Termination Date; or
- (3) Transmission facilities that were directly allocated to the Terminated Member’s load.

The Terminated Member shall continue to pay its proportionate share of the Annual Transmission Revenue Requirement (“ATRR”) associated with each transmission facility in the list established by SPP until the costs of the transmission facilities have been fully amortized. Each Transmission Owner responsible for the construction and/or ownership of the transmission facilities in the list shall establish a Base Plan Zonal ATRR and/or Region-wide ATRR, as applicable, for each transmission facility in the list using the Transmission Owner’s ATRR calculation methodology set forth in Attachment H. The Base Plan Zonal ATRR and/or Region-

wide ATRR shall be set forth in the Addendum to this Schedule 13 that SPP files with the Commission.

The Terminated Member's proportionate share of the ATRR for each transmission facility shall be calculated as follows:

- (1) The Terminated Member's Base Plan Zonal Load Ratio Share (as calculated pursuant to Schedule 11 of this Tariff) multiplied by the Base Plan Zonal ATRR for each transmission facility in the list; and
- (2) The Terminated Member's Region-wide Load Ratio Share (as calculated pursuant to Schedule 11 of this Tariff) multiplied by the Region-wide ATRR for each transmission facility in the list ; and
- (3) The ATRR for each transmission facility that was directly allocated to the Terminated Member's load.

In the event of a partial termination as defined in the Membership Agreement, the Terminated Member's Base Plan Zonal Load Ratio Share and Region-wide Load Ratio Share shall be calculated using the portion of the Terminated Member's load that is subject to the Partial Termination.

The Terminated Member shall continue to provide all load data necessary for SPP to calculate the Terminated Member's Load Ratio Share, until such time as the Terminated Member's obligation to pay Network Service Termination Charges ceases.

The responsibility to pay Network Service Termination Charges and the methodology for calculating such charges may be subject to change pursuant to section 205 of the Federal Power Act if SPP's transmission cost allocation methodologies are modified.

ATTACHMENT H
ANNUAL TRANSMISSION REVENUE REQUIREMENT FOR NETWORK
INTEGRATION TRANSMISSION SERVICE

SECTION I: General Requirements

1. The Zonal Annual Transmission Revenue Requirement within each Zone for purposes of determining the charges under Schedule 9, Network Integration Transmission Service, is specified in Column (3) of Table 1. The Base Plan Zonal Annual Transmission Revenue Requirement used to determine the zonal charges under Schedule 11 for Base Plan Upgrades issued a Notification to Construct (NTC) prior to June 19, 2010 is specified in Column (4) of Table 1. The Base Plan Zonal Annual Transmission Revenue Requirement used to determine the zonal charges under Schedule 11 for Base Plan Upgrades issued an NTC on or after June 19, 2010 is specified in Column (5) of Table 1. The amount of Zonal Annual Transmission Revenue Requirement and Base Plan Zonal Annual Transmission Revenue Requirement that is included in Columns (3), (4), and (5) and reallocated to the Region-wide Annual Transmission Revenue Requirement, in accordance with Attachment J, is specified in Column (6) of Table 1.

Table 1

(1) Zone	(2)	(3) Zonal ATRR	(4) Base Plan Zonal ATRR	(5) Base Plan Zonal ATRR after June 19, 2010	(6) ATRR Reallocated to Balanced Portfolio Region-wide ATRR
1	American Electric Power –West (Total)	\$133,978,649	\$22,019,168		\$0
	American Electric Power (Public Service Company of Oklahoma and Southwestern Electric Power Company) See Section II.3	\$129,472,718	\$21,870,984		
	East Texas Electric Cooperative, Inc.	\$2,733,879			
	Tex-La Electric Cooperative of	\$588,874			

	Texas, Inc.				
	Deep East Texas Electric Cooperative, Inc.	\$428,131			
	Oklahoma Municipal Power Authority	\$748,647			
	AEP West Transmission Companies (AEP Oklahoma Transmission Company, Inc and AEP Southwestern Transmission Company, Inc)	\$6,400	\$148,184		
2	Reserved for Future Use				
3	City Utilities of Springfield, Missouri	\$8,651,509	\$27,936		\$0
4	Empire District Electric Company	\$14,075,000	\$62,877		\$0
5	Grand River Dam Authority (Est.)	\$35,949,660	\$243,047		\$0
6	Kansas City Power & Light Company	\$29,341,593	\$2,882,669		\$0
7	Oklahoma Gas & Electric (Total)	\$85,769,264	\$5,438,608		\$0
	Oklahoma Gas & Electric	\$85,400,763			
	Oklahoma Municipal Power Authority	\$368,501			
8	Midwest Energy, Inc.	\$7,830,571	\$139,977		\$0
9	KCP&L Greater Missouri Operations Company	\$29,025,803	\$861,719		\$0
10	Southwestern Power Administration	\$13,107,700	\$0		\$0
11	Southwestern Public Service	\$101,879,336	\$5,741,648		\$0
12	Sunflower Electric Corporation	\$14,484,045	\$517,924		\$0
13	Western Farmers Electric Cooperative	\$20,719,639	\$3,113,019		\$0
14	Westar Energy, Inc. (Kansas Gas & Electric and Westar Energy) (Total)	\$122,022,353	\$16,104,197		\$0
14a	Westar Energy, Inc. (Kansas Gas & Electric and Westar Energy)	\$122,022,353			
14b	Prairie Wind Transmission, LLC.	\$0			
15	Mid-Kansas Electric Company (Total)	\$16,484,778	\$587,129		\$0
15a	Mid-Kansas Electric Company	\$15,142,441			
15b	ITC Great Plains	\$1,342,337			
15c	Prairie Wind Transmission, LLC.	\$0			
16	Lincoln Electric System	\$18,666,891	\$84,138		\$0
17	Nebraska Public Power District	\$42,351,258	\$12,618,219		\$0

18	Omaha Public Power District	\$40,663,008	\$1,980,644		\$0
19	Total				\$0

2. For the purposes of determining the Region-wide Charges under Schedule 11, the Region-wide Annual Transmission Revenue Requirement, as shown in Line 5 of Table 2, shall be the sum of (i) the Base Plan Region-wide Annual Transmission Revenue Requirement, and (ii) the total Balanced Portfolio Region-wide Annual Transmission Revenue Requirements.

Table 2

1	Base Plan Region-wide ATRR (NTC prior to June 19, 2010)	\$35,599,213
2	Base Plan Region-wide ATRR (NTC on or after June 19, 2010)	\$3,353,543
3	Total Balanced Portfolio Region-wide ATRR Total, Column (6), Table 1	\$0
4	Balanced Portfolio Region Wide ATRR	\$11,261,429
5	Region-wide ATRR (Line 1 + Line 2 + Line 3 + Line 4)	\$50,214,185

3. The revenue requirements stated in this Attachment H shall not be changed absent a filing with the Commission, accompanied by all necessary cost support.
4. New or amended revenue requirements in this Attachment H shall not be filed with the Commission by the Transmission Provider unless such revenue requirements have been provided by or for a Transmission Owner. Such revenue requirements shall have been accepted or approved by the applicable regulatory or governing authority except in the event of a simultaneous filing with the Commission by the Transmission Owner and Transmission Provider.
5. If a Transmission Owner has a Commission approved formula rate, the successful completion of its approved annual formula rate update procedures shall constitute regulatory acceptance sufficient to authorize the Transmission Provider to file with the Commission to update that Transmission Owner's revenue requirements. The Transmission Provider shall follow any special procedures related to updating a Transmission Owner's revenue requirements as outlined in Section II of this Attachment.
6. The Transmission Provider shall allocate the accepted or approved revenue requirement associated with a Base Plan Upgrade, in accordance with Attachment J to this Tariff, to the Base Plan Region-wide Annual Transmission Revenue Requirement in Table 2 above

and to the appropriate Base Plan Zonal Annual Transmission Revenue Requirements in Column (4) or (5) as appropriate of Table 1 above.

7. The Base Plan Region-wide ATRR shall also include applicable upgrade costs arising from SPP seams agreements negotiated with a former Member that has withdrawn pursuant to the Membership Agreement. Such costs shall be set forth in a separate row in Table 2 above.

ATTACHMENT L
Treatment of Revenues

NEW SECTIONS

VII. Payments Arising Under Seams Agreements

To the extent SPP has executed any seams agreements to address continuing Transmission Service over the transmission facilities of a former Transmission Owner that has terminated its membership in SPP, such former Transmission Owner shall be entitled to distribution of revenues to the extent specified in its seams agreement.

VIII. Distribution of Revenues Associated With Network Service Termination Charges

If SPP receives revenues associated with Network Service Termination Charges pursuant to Schedule 13 of this Tariff, SPP shall distribute the revenues to the Transmission Owner(s) that have or will have an ATRR associated with the transmission facilities for which the Network Service Termination Charges were paid in proportion to their ATRR for such transmission facilities.

ATTACHMENT AP
ALLOCATION OF COSTS ASSOCIATED WITH RELIABILITY PENALTY
ASSESSMENTS

Under the NERC Functional Model and NERC Rules of Procedure, the Transmission Provider may be assessed penalties for confirmed violations of the NERC Reliability Standards. The purpose of this Attachment is to provide notice to all Market Participants, ~~and~~ Members, and Terminated Members (as defined in this Attachment AP) that they may potentially be responsible for penalty costs assessed against the Transmission Provider for confirmed violations of any NERC Reliability Standard. Market Participants, ~~and~~ Members, and Terminated Members may be either directly assigned such penalty costs, if it is determined that they are responsible for or have directly contributed to the confirmed violations at issue, or may be assigned a portion of the costs, if the Transmission Provider is assessed a monetary penalty either due to its own confirmed violation or its status, as a Registered Entity under the NERC Functional Model and NERC Rules of Procedure.

This Attachment also provides for the recovery of costs associated with penalties assessed against the Transmission Provider for confirmed violations of NERC Reliability Standards resulting from a confirmed violation of NERC Reliability Standards by a Market Participant(s), Member(s), Terminated Member(s), the Transmission Provider, or another entity for whom Transmission Provider is assessed a penalty due to its status as a Registered Entity under the NERC Functional Model and NERC Rules of Procedure. Under this Attachment, the Transmission Provider may seek recovery of the costs associated with any monetary penalty by filing under section 205 of the Federal Power Act for direct recovery of penalty costs from one or more Market Participants, ~~or~~ Members, or Terminated Members and/or for an allocation of penalty costs among all Market Participants, ~~and~~ Members, and Terminated Members. Additionally, this Attachment provides for the participation of Market Participants, Members, and Terminated Members in the penalty assessment process with the Transmission Provider if

the Market Participant, Member, or Terminated Member is alleged to have been directly involved in the event causing the potential penalty.

1. Definitions

All defined terms in this Attachment shall have the meaning given to them in the Tariff unless otherwise stated below.

Compliance Monitoring and Enforcement Program – The program used by NERC and the Regional Entities to monitor, assess, and enforce compliance with Reliability Standards within the United States. This is accomplished through compliance monitoring and audits, as well as the conduct of investigations and the assessment of monetary and non-monetary penalties for violations.

Electric Reliability Organization or ERO – An organization certified by the Commission to develop and enforce mandatory reliability standards and assess penalties against users, owners and operators of the bulk power system that violate such standards.

North American Electric Reliability Corporation (“NERC”) – The organization designated as ERO by the Commission on July 20, 2006.

NERC Compliance Registry – The registry maintained by NERC that records which Registered Entity is responsible for performing the set of functions required to ensure compliance with each NERC Reliability Standard.

NERC Functional Model – The Model defining the set of functions that must be performed to ensure the reliability of the electric bulk power system. The NERC Reliability Standards establish the requirements of the responsible entities that perform the functions defined in the Functional Model.

NERC Reliability Standards – Standards developed by NERC and approved by the Commission to ensure reliability of the bulk power system, violation of which may result in the imposition of mitigation programs or monetary penalties.

NERC Rules of Procedure – The rules and procedures developed by NERC and approved by the Commission. These rules include the process by which a responsible entity, who is to perform a set of functions to ensure the reliability of the electric bulk power system, must register as a Registered Entity.

Registered Entity – The entity registered under the NERC Functional Model and NERC Rules of Procedures for the purpose of compliance with NERC Reliability Standards and responsible for carrying out the tasks within a NERC function without regard to whether a task(s) is performed by another entity pursuant to the terms of its governing documents.

Regional Entity (RE)– NERC has designated the Transmission Provider as “Regional Entity” in the SPP region and has delegated ERO functions to Transmission Provider in the region.

Terminated Member – An entity that was a Member of SPP at the time that the conduct giving rise to a reliability penalty occurred, but that has since terminated its SPP Membership.

2. Direct Assignment of Costs Where Violation Can Be Directly Assigned

The purpose of this section of this Attachment is to provide notice to all Market Participants, ~~and~~ Members, and Terminated Members that they may potentially be responsible for reliability penalty costs assessed in the event that the Market Participant's, ~~or~~ Member's, or Terminated Member's conduct or omission contributed to the violation(s) for which a monetary penalty was assessed to the Transmission Provider. This section provides for notification for the potential direct assignment of costs related to reliability violations that may be assessed to the Transmission Provider. The Transmission Provider shall notify, in writing, any potentially affected Member(s), ~~or~~ Market Participant(s), or Terminated Members of an alleged violation as

soon as possible after notifications by the RE or NERC of the commencement of procedures under the Compliance Monitoring and Enforcement Program. In addition, the Transmission Provider will invite the affected Member(s), ~~Market Participant(s)~~, or Terminated Member(s) to fully participate in all discussions and/or proceedings under the Compliance Monitoring and Enforcement Program.

If there is i) an assessment of a monetary penalty against the Transmission Provider as the Registered Entity for a confirmed violation of a NERC Reliability Standard(s) and ii) as a result of proceedings under the Compliance Monitoring and Enforcement Program, it is determined that one or more Market Participants, Members, Terminated Members, or Registered Entities are deemed to have directly contributed to or found to have been a “root cause(s)” of such confirmed violation(s), such Market Participant(s), ~~Member(s)~~, or Terminated Member(s) may be assessed a portion of or all of the monetary penalty; provided that all of the following conditions have been satisfied:

(1) During the course of an investigation by NERC, the RE or the Commission regarding the possibility of a Transmission Provider alleged violation of a NERC Reliability Standard, if the Transmission Provider believes that a Market Participant(s), ~~Member(s)~~, or Terminated Member(s) may have contributed to the violation under investigation, the Transmission Provider will provide a) reasonable prior written notice to the Market Participant(s), ~~Member(s)~~, or Terminated Member(s) that the Transmission Provider believes may have contributed to the violation and that it intends to seek to hold the Market Participant(s), ~~Member(s)~~, or Terminated Member(s) responsible for a portion of or all of the monetary penalties that result; and b) the Market Participant(s), ~~Member(s)~~, or Terminated Member(s) is provided the opportunity to fully participate in all discussions and/or proceedings under the Compliance Monitoring and Enforcement Program.

(2) In addition to the Transmission Provider providing sufficient notice to a Market Participant(s), ~~Member(s)~~, or Terminated Member(s) under Section 2(1) of this

Attachment, it will also provide notice to NERC, the RE and the Commission of its allegations that the Market Participant(s), ~~or~~ Member(s), or Terminated Member(s) may have contributed to the alleged violation and that the Transmission Provider intends to hold the Market Participant(s), ~~or~~ Member(s), or Terminated Member(s) responsible for a portion of or all of the monetary penalties that result from the investigation which determines to what extent the Market Participant(s), ~~or~~ Member(s), or Terminated Member(s) contributed to or was a “root cause(s)” of the confirmed violation; (3) If, as a result of proceedings under the Compliance Monitoring and Enforcement Program, it is determined that the Market Participant(s), ~~or~~ Member(s), or Terminated Member(s) cited by the Transmission Provider contributed to or was a “root cause(s)” of the alleged violation, the Transmission Provider will seek to hold the Market Participant(s), ~~or~~ Member(s), or Terminated Member(s) responsible for a portion of or all of the monetary penalty assessed as a result of the confirmed violation by making a filing with the Commission under section 205 of the Federal Power Act to assign a portion of or all of the costs of the monetary penalty directly to the Market Participant(s), ~~or~~ Member(s), or Terminated Member(s);

(4) If the Commission accepts the filing, the Market Participant(s), ~~or~~ Member(s), or Terminated Member(s) shall be responsible for its portion of the monetary penalty as determined by the Commission’s order on the section 205 filing.

3. Spreading of Costs Where Violation Cannot Be Directly Assigned

The purpose of this section of this Attachment is to provide notice to all Market Participants, ~~and~~ Members, and Terminated Members that they may potentially be responsible for reliability penalty costs assessed to the Transmission Provider that cannot be directly assigned under Section 2 of this Attachment. This section provides for a spreading of a portion of or all of such reliability penalty costs among all Market Participants, ~~and~~ Members, and Terminated Members where the Transmission Provider itself is responsible for a confirmed violation of a Reliability Standard or where the Transmission Provider is assessed a penalty

because of its status as a Registered Entity for a given Reliability Standard and the entity responsible for the violation cannot be assessed a penalty because of its status. The Transmission Provider shall notify, in writing, any potentially affected Market Participant(s), ~~or~~ Member(s), or Terminated Member(s) of an alleged or confirmed violation as soon as possible after notifications by the RE or NERC of the commencement of procedures under the Compliance Monitoring and Enforcement Program. In addition, the Transmission Provider will i) invite the affected Member(s), ~~or~~ Market Participant(s), or Terminated Member(s) to fully participate in all discussions and/or proceedings under the Compliance Monitoring and Enforcement Program and ii) timely report status and results of the findings and remedies to the Market Participants, Members, and Terminated Members.

If there is an assessment of a monetary penalty against the Transmission Provider as the Registered Entity for a confirmed violation of a NERC Reliability Standard(s), either: (1) as a result of the Transmission Provider's own conduct or omission that resulted in a confirmed violation; or (2) as a result of a violation by another entity for whom the Transmission Provider is the Registered Entity where the entity is not on the NERC Compliance Registry and therefore cannot be directly assessed a penalty because of its status; Market Participants, ~~and~~ Members, and Terminated Members may be assessed a portion of the monetary penalty providing the following conditions have been satisfied:

- (1) The Transmission Provider has made a filing under section 205 of the Federal Power Act proposing a methodology to allocate a portion of or all of the costs of the monetary penalty among the Market Participants, ~~and~~ Members, and Terminated Members;
- (2) If the Commission accepts the filing and finalizes such penalty allocations to the Market Participants, ~~and~~ Members, and Terminated Members.

Southwest Power Pool Bylaws

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 - 9.7.10 Executive Session
- 10.0 Amendments To These Bylaws, The Articles of Incorporation, and Membership Agreement
- 11.0 Effective Date and Transition Provisions

|

1.0 Definitions

Affiliate Relationships

Affiliate Relationships are relationships between SPP Members that have one or more of the following attributes in common:

- (a) are subsidiaries of the same company;
- (b) one Member is a subsidiary of another Member;
- (c) have, through an agency agreement, turned over control of a majority of their generation facilities to another Member;
- (d) have, through an agency agreement, turned over control of a majority of their transmission system to another Member, except to the extent that the facilities are turned over to an independent transmission company recognized by FERC;
- (e) have an exclusive marketing alliance between Members; or
- (f) ownership by one Member of ten percent or greater of another Member.

Articles of Incorporation

SPP's articles of incorporation as filed with the state of Arkansas.

Board of Directors

The Board of Directors of SPP, which shall manage the general business of SPP pursuant to these Bylaws.

Bylaws

These bylaws.

Criteria

Planning and operating standards and procedures as approved by the Board of Directors.

Existing Obligations

Certain financial obligations as defined in Section 8.7.1 of these Bylaws.

ERO

The Electric Reliability Organization under FERC jurisdiction that regulates reliability of the electric power grid.

Member

An entity that has met the requirements of Section 2.2 of these Bylaws.

Membership

The collective Members of SPP.

Membership Agreement

The contract, that specifies the rights and obligations of the parties, executed between SPP and an entity seeking to become an SPP member.

NERC

The North American Electric Reliability Corporation or successor organizations.

Net Energy for Load

The electrical energy requirements of an electric system are defined as system net generation plus energy received from others, less energy delivered to others through interchange. It includes system losses but excludes energy required for the storage at energy storage facilities.

Officers

The officers of SPP as elected by the Board of Directors. The Officers consist of the President and the Corporate Secretary, at a minimum. Any Officer must be independent of any Member organization.

Organizational Group

A group, other than the Board of Directors, comprising a committee or working group that is charged with specific responsibilities toward accomplishing SPP's mission.

Regional Criteria

SPP planning and operating standards and procedures as approved by the Board of Directors.

Regional Entity Trustees

A governing body of SPP, independent of the Board of Directors, which specifically oversees SPP's function as an ERO Regional Entity pursuant to the Delegation Agreement between SPP and the ERO.

Regional Reliability Standards

Electric reliability requirements submitted to the ERO by the Regional Entity Trustees; and once approved, implemented and enforced by SPP under authority as the Regional Entity.

Registered Entity(ies)

A bulk electric system owner, operator or user that is required to comply with ERO reliability standards pursuant to the Energy Policy Act of 2005.

SPP

Southwest Power Pool, Inc.

SPP Regional Entity

That part of SPP responsible for the delegated functions pursuant to the Delegation Agreement between SPP and the ERO.

SPP Compliance Monitoring and Enforcement Program

The program used by the North American Electric Reliability Corporation (“NERC”) and the Regional Entities to monitor, assess, and enforce compliance with Reliability Standards within the United States.

Staff

The technical and administrative staff of SPP as hired by the Officers to accomplish SPP’s mission.

Standards Development Team

An SPP Organizational Group assigned or choosing to develop an SPP Regional Reliability Standard for submission to the ERO for approval for enforcement.

Terminated Member

An entity that was a Signatory to the Membership Agreement but whose membership in SPP has been terminated under Section 4 of the Membership Agreement.

Transmission Owning Member

A Member that has placed more than 500 miles of non-radial facilities operated at or above 60 kV under the independent administration of SPP for the provision of regional transmission service as set forth in the Membership Agreement.

Transmission Using Member

A Member that does not meet the definition of a Transmission Owning Member.

6.4 Oversight Committee

The Oversight Committee (OC) shall be comprised of three members from the Board of Directors.

The Board of Directors shall appoint the representatives of the OC. Each representative of the OC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs, the Board of Directors will fill the vacancy.

The OC shall meet as needed, provided that a quorum, as defined in these Bylaws, is present. The OC shall report to the Board of Directors following each OC meeting with respect to its activities and with such recommendations, as the OC deems necessary.

The responsibilities of the Oversight Committee shall include:

- (a) Oversee the process of monitoring compliance to SPP and NERC policies other than that assigned to the Regional Entity Trustees under these Bylaws;
- (b) Independently review activities of the Staff;
- (c) Hear and rule on appeals from Members regarding penalty assessment or fine distribution prior to dispute resolution proceedings;
- (d) Recommend Regional Criteria changes necessary for enforcement of mandatory compliance and in response to unclear enforcement provisions of Regional Criteria;
- (e) Grant specific additional authority to the Staff responsible for the oversight monitoring function when needed to perform challenging investigations;
- (f) Oversee the Internal Audit function and receive regular reports, except for that work associated with ~~SAS70—Audit—~~service organization controls audit requirements and other financial matters;
- (g) Complete a self-assessment annually to determine how effectively the OC is meeting its responsibilities; and
- (h) Perform such other functions as the Board of Directors may delegate or direct.

6.5 Finance Committee

The Finance Committee (FC) shall be comprised of six members. Two representatives shall be from the Board of Directors, one of whom shall serve as the Chair; two representatives from the Transmission Owning Member sector as nominated by the Corporate Governance Committee; and two representatives from the Transmission Using Member sector as nominated by the Corporate Governance Committee.

The Board of Directors shall appoint the representatives of the FC. Each representative of the FC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs the Corporate Governance Committee will fill the vacancy on an interim basis until the next meeting of the Board of Directors.

The FC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The FC shall report to the Board of Directors following each FC meeting with respect to its activities and with such recommendations, as the FC deems necessary.

The responsibilities of the Finance Committee shall include assistance to the Board of Directors in fulfilling its responsibility to the Members, and investment community with respect to its oversight of:

- (a) The quality and integrity of SPP's financial statements;
- (b) SPP's compliance with financially-based legal and regulatory requirements;
- (c) The independent auditor's qualifications, selection, and independence;
- (d) The performance of SPP's internal audit function and independent auditors as relates to ~~SAS70 Audit~~ service organization controls audit requirements;
- (e) The development and implementation of annual and long-term operating and capital budgets;
- (f) The management of risk;
- (g) Develop policies for management of debt financing and for long-term contracting;
- (h) Monitoring methodology for cost recovery to ensure continuing equity for Members;
- (i) Other duties and responsibilities detailed in the Finance Committee charter; and

- (j) Perform such other functions as the Board of Directors may delegate or direct.

8.4 Monthly Assessments

SPP will assess certain Members (and, as described below, Terminated Members) described herein on a monthly basis all costs not otherwise collected. Costs recovered under the assessment will include but are not limited to all operating costs, financing costs, debt repayment, and capital expenditures associated with the performance of SPP's functions as assigned by the Board of Directors. Significant among these are costs associated with regional reliability coordination and the provision of transmission service. SPP shall determine the assessment rate based on its annual budgeted net expenditures divided by estimated annual Schedule 1 billing units for service sold under SPP's OATT and Member load eligible to take, but not taking, Network Integration Transmission Service under SPP's OATT. The Board of Directors may review the assumptions used in determining the assessment rate at any time and may adjust the assessment rate appropriately should conditions warrant. Each load-serving Member shall then be assessed the monthly assessment rate applied to its load eligible to take Network Integration Transmission Service under the SPP OATT. Further, each load-serving Member shall receive a credit against the monthly assessment for that month's Schedule 1 fees paid for Network Integration Transmission Service and for Point-to-Point Transmission Service that had a delivery point within the SPP region, under the SPP OATT. To the extent that the assessment includes costs associated with penalties assessed against SPP for a violation of a reliability standard approved by FERC, the ERO, or an ERO-approved Regional Entity that SPP does not otherwise recover pursuant to Attachment AP of the SPP OATT, SPP shall recover such penalties under this Section 8.4 from both current Members and Terminated Members that were Members when the events giving rise to the penalty occurred.

8.7 Financial Obligation of Withdrawing Members

8.7.1 Existing Obligations

“Existing Obligations” are the following:

- a. Member’s unpaid annual membership fee.
- b. Member’s unpaid dues, assessments, and other amounts charged under Section 3.8 of the Membership Agreement, section 8.4 of the Bylaws, or otherwise under the Bylaws, plus the Member’s share of costs SPP customarily includes in such dues, assessments or other charges, but which as of the Termination Date SPP had not included in such dues, assessments or other charges.
- c. Member’s share (computed in accordance with the Bylaws) of the entire principal amounts of all SPP Financial Obligations outstanding as of the Termination Date. “Financial Obligations” are all long-term (in excess of six (6) months) financial obligations of SPP, including but not limited to the following:
 - i. debts under all mortgages, loans, loan agreements, borrowings, promissory notes, bonds, and credit lines, under which SPP is obligated, including principal and interest;
 - ii. all payment obligations under equipment leases, financing leases, capital leases, real estate and office space leases, consulting contracts, and contracts for outsourced services;
 - iii. any unfunded liabilities of any SPP employee pension funds, whether or not liquidated or demanded; and
 - iv. the general and administrative overhead of SPP for a period of three (3) months.
- d. Any costs, expenses or liabilities incurred by SPP directly due to the Termination, regardless of when incurred or payable, and

including without limitation prepayment premiums or penalties arising under SPP Financial Obligations.

- e. Member's share (computed in accordance with the Bylaws) of all interest that will become due for payment with respect to all interest bearing Financial Obligations after the Termination Date and until the maturity of all Financial Obligations in accordance with their respective terms ("Future Interest"). In the event that a Financial Obligation carries a variable interest rate, the interest rate in effect at the Termination Date shall be used to calculate the applicable Future Interest. In determining the Member's share of Future Interest, SPP shall take into account any reduction of Financial Obligations due to mitigation under this Section.

8.7.2 Computation of a Member's Existing Obligations

For purposes of computing the Existing Obligations of any withdrawing or terminated Member in accordance with the Membership Agreement, such "Member's share" is a percentage calculated as follows:

$$A = 100 [0.25(1/N) + 0.75(B/C)]$$

Where: A = Member's share (expressed as a percentage)

N = Total number of Members

B = The Member's previous year Net Energy for Load within SPP

C = Total of factor B for all Members

The Finance Committee shall have the discretion to reduce the Existing Obligations of any withdrawing or ~~terminated~~ Member, to reflect any SPP costs or expenses that may be mitigated in connection with such Member's withdrawal or termination. In the event of consolidation of affiliate memberships or the transfer of membership from one corporate entity to another, whereby one entity remains a member of SPP, the withdrawal obligation for the departing company(ies) may be waived at SPP's sole discretion.

8.7.3 Obligation to Pay Network Service Termination Charges

A Terminated Member shall be financially responsible to pay SPP for all applicable Network Service Termination Charges calculated pursuant to the OATT.

8.7.4 Reliability Penalty Costs

A Terminated Member shall remain liable for its share of costs associated with penalties assessed against SPP by FERC, the FERC-approved Electric Reliability Organization, or any Electric Reliability Organization-approved Regional Entity that SPP incurs as a result of events that occurred prior to Member's Termination Date but that SPP is unable to recover under Attachment AP of the SPP OATT.

BOARD OF DIRECTORS/MEMBERS COMMITTEE

Jim	Eckelberger	Chairman	SPP Board of Directors	N/A	
Harry	Skilton	Vice-Chair	SPP Board of Directors	N/A	
Larry	Altenbaumer	Director	SPP Board of Directors	N/A	
Phyllis E.	Bernard	Director	SPP Board of Directors	N/A	
Julian	Brix	Director	SPP Board of Directors	N/A	
Nick	Brown	Director	Southwest Power Pool	N/A	
Michael	Deggendorf	Member	Kansas City Power & Light	Investor-Owned	TO
Mohamad	Doghman	Member	Omaha Public Power	State Agency	TO
Kelly	Harrison	Member	Westar Energy, Inc.	Investor-Owned	TO
Cindy	Holman	Member	Oklahoma Municipal	Municipal	TU
Robert	Janssen	Member	Dogwood Energy, LLC	Independent Power Producer	TU
Thomas	Kent	Member	Nebraska Public Power	State Agency	TO
Jeff	Knottek	Member	City Utilities of Springfield,	Municipal	TU
Brett	Kruse	Member	Calpine Energy Services, L.P.	Independent Power Producer	TU
Joshua	Martin	Director	SPP Board of Directors	N/A	
Stephen	Parr	Member	Kansas Electric Power	Cooperative	TU
*Mel	Perkins	Member	Oklahoma Gas and Electric	Investor-Owned	TO
Gary	Roulet	Member	Western Farmers Electric	Investor-Owned	TO
Stuart	Solomon	Member	Public Service Company of	Investor-Owned	TO
Noman	Williams	Member	Sunflower Electric Power	Cooperative	TO
Michael	Wise	Member	Golden Spread Electric	Cooperative	TU
Stacy	Duckett	Staff Secretary	Southwest Power Pool		

CORPORATE GOVERNANCE COMMITTEE

Nick	Brown	Chairman	Southwest Power Pool	N/A	
Jim	Eckelberger	Director	SPP Board of Directors	N/A	
Cindy	Holman	Member	Oklahoma Municipal Power	Municipal	TU
Robert	Janssen	Member	Dogwood Energy, LLC	Independent Power Producer	TU
John	McClure	Member	Nebraska Public Power District	State Agencies	TO
Stephen	Parr	Member	Kansas Electric Power	Cooperative	TU
*Mel	Perkins	Member	Oklahoma Gas and Electric Co.	Investor Owned	TO
Stacy	Duckett	Staff Secretary	Southwest Power Pool		

FINANCE COMMITTEE

Harry	Skilton	Chairman	SPP Board of Directors	N/A	
Larry	Altenbaumer	Director	SPP Board of Directors	N/A	
Sandra	Bennett	Member	American Electric Power	Investor Owned	TO
Kelly	Harrison	Member	Westar Energy, Inc.	Investor Owned	TO
Tom	Dunn	Staff Secretary	Southwest Power Pool		

HUMAN RESOURCES COMMITTEE

Phyllis E.	Bernard	Chairman	SPP Board of Directors	N/A	
Julian	Brix	Director	SPP Board of Directors	N/A	
Duane	Highley	Member	Arkansas Electric Cooperative Corp	Cooperative	TU
Mike	Palmer	Member	The Empire District Electric Company	Investor Owned	TO
Noman	Williams	Member	Sunflower Electric Power Corporation	Cooperative	TO
Tom	Dunn	Staff Secretary	Southwest Power Pool		

OVERSIGHT COMMITTEE

Joshua	Martin	Chairman	SPP Board of Directors	N/A	
Larry	Altenbaumer	Director	SPP Board of Directors	N/A	
Phyllis E.	Bernard	Director	SPP Board of Directors	N/A	
Stacy	Duckett	Staff Secretary	Southwest Power Pool		

STRATEGIC PLANNING COMMITTEE

Ricky	Bittle	Chairman	Arkansas Electric		
Jim	Eckelberger	Director	SPP Board of Directors	N/A	
Les	Evans	Member	Kansas Electric Power Coop	Cooperative	TU
Jon	Hansen	Member	Omaha Public Power	State Agency	TO
*David	Hudson	Member	Xcel Energy	Investor Owned	TO
Robert	Janssen	Member	Dogwood Energy, LLC	Independent Power Producer	TU
Joshua	Martin	Director	SPP Board of Directors	N/A	
Mike	Palmer	Member	The Empire District Electric	Investor Owned	TO
*Mel	Perkins	Member	Oklahoma Gas and Electric	Investor Owned	TO
Harry	Skilton	Director	SPP Board of Directors	N/A	
Michael	Wise	Member	Golden Spread Electric	Cooperative	TU
Michael	Desselle	Staff Secretary	Southwest Power Pool		

*Expected vacancies

8/2012 - MEMBERSHIP REPRESENTATION ON SPP COMMITTEES

Member Company	MC	CGC	FC	HRC	SPC
AECC				1	1
AEP/PSO/SWEPCO	1		1		
Board of Public Utilities, KC,KS					
Calpine	1				
City Utilities of Springfield	1				
Dogwood	1	1			1
Empire				1	1
Golden Spread	1				1
GRDA					
KCPL	1				
KEPCo	1	1			1
NPPD	1	1			
OG&E	1	1			1
OMPA	1	1			
OPPD	1				1
Sunflower	1			1	
Tenaska					
Westar	1		1		
WFEC	1				
Xcel Energy					1

SPP BOARD OF DIRECTORS

	TERM EXPIRES
Larry Altenbaumer	2014
Phyllis Bernard	2013
Julian Brix	2013
Nick Brown	N/A
Jim Eckelberger	2012
Josh Martin	2014
Harry Skilton	2012

Class of 2012

Jim Eckelberger
Harry Skilton

Class of 2013

Phyllis Bernard
Julian Brix

Class of 2014

Josh Martin
Larry Altenbaumer

REGIONAL ENTITY TRUSTEES

	TERM EXPIRES
Gerry Burrows	2014
Dave Christiano	2012
John Meyer	2013

Class of 2012

Dave Christiano

Class of 2013

John Meyer

Class of 2014

Gerry Burrows

SPP MEMBERS COMMITTEE

SECTOR		COMPANY	TERM EXPIRES
Investor Owned Utilities	Kelly Harrison	Westar	2013
	Mel Perkins	OG+E	2014
	Mike Deggendorf	KCPL	2012
	Stuart Solomon	AEP	2013
Cooperatives	Steve Parr	KEPCo	2014
	Gary Roulet	WFEC	2012
	Noman Williams	Sunflower	2013
	Mike Wise	GSEC	2012
Municipals	Jeff Knottek	City Utilities of Springfield	2013
	Cindy Holman	OMPA	2014
IPPs/Marketers	Trudy Harper	Tenaska	2012
	Rob Janssen	Dogwood	2013
	Brett Kruse	Calpine	2014
State/Federal Agencies	Tom Kent	NPPD	2012
	Mo Doghman	OPPD	2014
Large Retail Customer	vacant		2014
Small Retail Customer	vacant		2013
Public Interest/ Alternative Power	vacant		2014
	vacant		2012

Class of 2012

Mike Deggendorf
Gary Roulet
Mike Wise
Trudy Harper
Tom Kent
Publ Int/Alt Pwr (vacant)

Class of 2013

Kelly Harrison
Stuart Solomon
Noman Williams
Jeff Knottek
Rob Janssen
Sm. Retail (vacant)

Class of 2014

Mel Perkins
Steve Parr
Cindy Holman
Mo Doghman
Brett Kruse
Lg. Retail (vacant)
Publ Int/Alt Pwr (vacant)

6.0 Committees Reporting to the Board of Directors

This section describes the general scopes and responsibilities of the Organizational Groups reporting directly to the Board of Directors. Nothing in this section is meant to limit these responsibilities or activities in the effort to fulfill SPP's mission.

Effective Date: 8/5/2010 - Docket #: ER10-2145

[NOTE: Section 6.1 Markets and Operations Policy Committee has been omitted for this discussion.]

6.2 Strategic Planning Committee

The Strategic Planning Committee (SPC) is responsible for the development and recommendation of strategic direction for the company in accordance with its scope as approved by the Board of Directors.

The ~~Strategic Planning Committee (SPC)~~ shall be comprised of eleven members. Three representatives shall be from the Board of Directors; four representatives from the Transmission Owning Member sector as nominated by the Corporate Governance Committee; and four representatives from the Transmission Using Member sector as nominated by the Corporate Governance Committee.

The Board of Directors shall appoint the representatives of the SPC. Each representative of the SPC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs, the Corporate Governance Committee will fill the vacancy on an interim basis until the next meeting of the Board of Directors.

The SPC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The SPC shall report to the Board of Directors following each SPC meeting with respect to its activities and with such recommendations, as the SPC deems necessary.

~~The responsibilities of the Strategic Planning Committee shall include:~~

- ~~(a) Gather information from SPP Members, customers, Staff, regulatory jurisdictions, market monitors, and legislative bodies on industry trends, forecasts and directions;~~
- ~~(b) Assess the industry environment in which SPP will be operating;~~
- ~~(c) Assess SPP's capabilities and competencies against the industry environment, including coordination with neighboring entities;~~
- ~~(d) Develop and recommend to the Board of Directors a mission and vision statement and accompanying goals and objectives;~~
- ~~(e) Formulate strategies to ensure achievement of SPP's mission statement, goals, objectives, and responsibilities, and recommend necessary modifications to SPP processes to carry out these strategies;~~

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- ~~(f) Work with other Organizational Groups in developing related action plans, schedules and budgets;~~
- ~~(g) Complete a self-assessment annually to determine how effectively the SPC is meeting its responsibilities; and~~
- ~~(h) Perform such other functions as the Board of Directors may delegate or direct.~~

Effective Date: 8/5/2010 - Docket #: ER10-2145

6.3 Human Resources Committee

The Human Resources Committee (HRC) is responsible for the development of personnel policies, including benefits structures, for the company in accordance with its scope as approved by the Board of Directors

The ~~Human Resources Committee~~ (HRC) shall be comprised of six members. Two representatives shall be from the Board of Directors, one of whom shall serve as the Chair; two representatives from the Transmission Owning Member sector as nominated by the Corporate Governance Committee; and two representatives from the Transmission Using Member sector as nominated by the Corporate Governance Committee.

The Board of Directors shall appoint the representatives of the HRC. Each representative of the HRC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs the Corporate Governance Committee will fill the vacancy on an interim basis until the next meeting of the Board of Directors.

The HRC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The HRC shall report to the Board of Directors following each HRC meeting with respect to its activities and with such recommendations, as the HRC deems necessary.

~~The responsibilities of the Human Resources Committee shall include assistance to the Board of Directors in fulfilling its responsibility to the Members, and investment community with respect to the oversight of:~~

- ~~(a) The development and administration of employee benefit programs;~~
- ~~(b) The effectiveness of SPP's compensation plan for employees;~~
- ~~(c) The activities of investment managers charged with managing employee benefit assets, including evaluation of performance;~~
- ~~(d) Approve and monitor SPP staffing structure to ensure it accomplishes organizational mission;~~
- ~~(e) Maintain current job description for the President and conduct annual performance evaluation;~~
- ~~(f) Recommend policies by which positions, duties, qualifications, salaries, benefits and other necessary matters pertaining to the SPP Officers are determined;~~

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- ~~(g) Other duties and responsibilities detailed in the Human Resources Committee charter; and~~
- ~~(h) Perform such other functions as the Board of Directors may delegate or direct.~~

Effective Date: 8/5/2010 - Docket #: ER10-2145

6.4 Oversight Committee

The Oversight Committee (OC) is responsible for monitoring compliance with SPP and regulatory policies for the company in accordance with its scope as approved by the Board of Directors

The ~~Oversight Committee (OC)~~ shall be comprised of three members from the Board of Directors.

The Board of Directors shall appoint the representatives of the OC. Each representative of the OC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs, the Board of Directors will fill the vacancy.

The OC shall meet as needed, provided that a quorum, as defined in these Bylaws, is present. The OC shall report to the Board of Directors following each OC meeting with respect to its activities and with such recommendations, as the OC deems necessary.

~~The responsibilities of the Oversight Committee shall include:~~

- ~~(a) — Oversee the process of monitoring compliance to SPP and NERC policies other than that assigned to the Regional Entity Trustees under these Bylaws;~~
- ~~(b) — Independently review activities of the Staff;~~
- ~~(c) — Hear and rule on appeals from Members regarding penalty assessment or fine distribution prior to dispute resolution proceedings;~~
- ~~(d) — Recommend Regional Criteria changes necessary for enforcement of mandatory compliance and in response to unclear enforcement provisions of Regional Criteria;~~
- ~~(e) — Grant specific additional authority to the Staff responsible for the oversight monitoring function when needed to perform challenging investigations;~~
- ~~(f) — Oversee the Internal Audit function and receive regular reports, except for that work associated with SAS70 Audit requirements and other financial matters;~~
- ~~(g) — Complete a self assessment annually to determine how effectively the OC is meeting its responsibilities; and~~
- ~~(h) — Perform such other functions as the Board of Directors may delegate or direct.~~

Effective Date: 8/5/2010 - Docket #: ER10-2145

6.5 Finance Committee

The Finance Committee (FC) is responsible for all aspects of financial operations and risk management for the company in accordance with its scope as approved by the Board of Directors

The ~~Finance Committee (FC)~~ shall be comprised of six members. Two representatives shall be from the Board of Directors, one of whom shall serve as the Chair; two representatives from the Transmission Owning Member sector as nominated by the Corporate Governance Committee; and two representatives from the Transmission Using Member sector as nominated by the Corporate Governance Committee.

The Board of Directors shall appoint the representatives of the FC. Each representative of the FC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs the Corporate Governance Committee will fill the vacancy on an interim basis until the next meeting of the Board of Directors.

The FC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The FC shall report to the Board of Directors following each FC meeting with respect to its activities and with such recommendations, as the FC deems necessary.

~~The responsibilities of the Finance Committee shall include assistance to the Board of Directors in fulfilling its responsibility to the Members, and investment community with respect to its oversight of:~~

- ~~(a) — The quality and integrity of SPP's financial statements;~~
- ~~(b) — SPP's compliance with financially-based legal and regulatory requirements;~~
- ~~(c) — The independent auditor's qualifications, selection, and independence;~~
- ~~(d) — The performance of SPP's internal audit function and independent auditors as relates to SAS70 Audit requirements;~~
- ~~(e) — The development and implementation of annual and long term operating and capital budgets;~~
- ~~(f) — The management of risk;~~
- ~~(g) — Develop policies for management of debt financing and for long term contracting;~~

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- ~~(h) Monitoring methodology for cost recovery to ensure continuing equity for Members;~~
- ~~(i) Other duties and responsibilities detailed in the Finance Committee charter; and~~
- ~~(j) Perform such other functions as the Board of Directors may delegate or direct.~~

Effective Date: 8/5/2010 - Docket #: ER10-2145

6.6 Corporate Governance Committee

The Corporate Governance Committee is responsible for the overall governance structure, including nominations, for the company in accordance with its scope as approved by the Board of Directors

To the extent that the membership allows, the ~~Corporate Governance Committee (CGC)~~ shall be comprised of nine members. One representative shall be the President of SPP who will serve as the Chair; one representative shall be the Chairman of the Board, unless his/her position is under consideration, in which case the Vice Chairman of the Board; one representative shall be representative of and selected by investor owned utilities Members; one representative shall be representative of and selected by co-operatives Members; one representative shall be representative of and selected by municipals Members; one representative shall be representative of and selected by independent power producers/marketers Members; one representative shall be representative of and selected by state/federal power agencies Members; one representative shall be representative of and selected by alternative power/public interest Members; and one representative shall be representative of and selected by large/small retail Members.

Where a vacancy occurs with respect to a representative of a sector, the representatives from the appropriate sector will fill the vacancy.

The CGC shall meet at least once per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The CGC shall report to the Board of Directors following each CGC meeting with respect to its activities and with such recommendations, as the CGC deems necessary.

~~The responsibilities of the Corporate Governance Committee shall include:~~

- ~~(a) — Seek input from the Board of Directors, the Members Committee, or the Trustees as to the skills needed to fill any vacancy under consideration;~~
- ~~(b) — In the event of a vacancy or the replacement of an existing director, provide candidates identified by an independent executive search firm for consideration to the Members for election to the Board of Directors;~~
- ~~(c) — In the event of a vacancy or the replacement of an existing Trustee, provide candidates for consideration to the Members for election to the Regional Entity~~

Trustees;

- ~~(d) In the event of a vacancy or the replacement of an existing Members Committee representative, provide candidates for consideration to the Membership for election to the Members Committee;~~
- ~~(e) Fill vacancies for Organizational Groups in accordance with these Bylaws;~~
- ~~(f) Monitor the composition of the Board of Directors to ensure balance, independence, maintenance of qualifications under any applicable laws, avoidance of conflict of interest, and periodic review of the criteria for independence set out in the Bylaws and appropriate regulatory bodies, recommending changes, as appropriate;~~
- ~~(g) Recommend to the Board of Directors the appointment of Organizational Group representatives and leadership except for the Corporate Governance Committee, whose representatives are elected by members in each category; the Members Committee, whose representatives are elected by the Membership; and the Market and Operations Policy Committee, whose representatives are appointed by the Members;~~
- ~~(h) Develop criteria governing the overall composition of the Board of Directors for recommendation to the Membership;~~
- ~~(i) Develop criteria governing the overall composition of the Regional Entity Trustees for recommendation to the Membership;~~
- ~~(j) Coordinate an annual review and assessment of the effectiveness of the Board of Directors, its structure, and process;~~
- ~~(k) Coordinate an annual review and assessment of the effectiveness of the Regional Entity Trustees, its structure, and process;~~
- ~~(l) Review annually the structure of the Organizational Groups, and together with the Organizational Group Chairs, the charters of each Organizational Group, and recommend changes to the Board of Directors, as appropriate;~~
- ~~(m) Review the self-assessments of the Organizational Groups to assure that they are being done on a consistent basis;~~

***For Discussion Purposes Only
SPP Corporate Governance Committee
August 30, 2012***

- ~~(n) — Develop recommendations for the Board of Directors regarding a Chair/Vice Chair succession policy;~~
- ~~(o) — Recommend compensation levels for the Board of Directors and Regional Entity Trustees to the Membership;~~
- ~~(p) — Complete a self assessment annually to determine how effectively the CGC is meeting its responsibilities; and~~
- ~~(q) — Perform such other functions as the Board of Directors may delegate or direct~~

Effective Date: 8/5/2010 - Docket #: ER10-2

Working Group Chair and Staff Secretary Effectiveness Workshop

November 27 - 28, 2012

SPP Corporate Center - Auditorium

Little Rock, AR

Attendees

- Working Group, Task Force, and Committee Chairs
- Staff Secretaries and, if applicable, their “second in command”

Day 1

11:30 a.m. – Noon

- **Corporate Center Tour** (optional)

Noon – 1 p.m.

- **Box lunch available**

1 – 1:15 p.m.

- **Introduction, Expectations, and Agenda Review** – Carl Monroe

1:15 – 2:15 p.m.

- Session 1: **Fundamentals and Feedback** – Stacy Duckett
 - By-laws and governance review
 - 2012 Organizational Group Survey Results

2:15 – 2:30 p.m.

- Break

2:30 – 3:30 p.m.

- Session 2: **Building Consensus** – Donna Freeman
 - Techniques to bring together different opinions and views in a group
 - Assessing your own group’s consensus
 - Avoiding or eliminating risks to consensus

3:30 – 3:45 p.m.

- Break

3:45 – 5:00 p.m.

- Session 3: **Increasing Engagement** – Pete Hoelscher
 - Getting active involvement in meetings
 - Making the most of time between meetings
 - Dealing with outliers

6 – 8 p.m.

- **Dinner** (optional)

Day 2

8 – 8:30 a.m.

- Continental breakfast

8:30 – 10 a.m.

- Session 4: Facilitating for Outcomes – Pete Hoelscher
 - The chair/staff secretary partnership
 - Tips and techniques: virtual, in person, mixed
 - Designing a better agenda
 - Managing conflict

10 – 10:15 a.m.

- Break

10:15 – 11:30 a.m.

- Session 5: Collaborating across Working Groups – Stacy Duckett
 - Review examples from 2012 where collaboration was effective and where it was not (or lacking)
 - Identify best practices
 - Discuss solutions
 - Look at likely topics that will cause issues in 2013

11:30 – 1:30 p.m.

- Session 6: 2013 improvement plans – Carl Monroe
 - *Approach:*
 - Each Organizational Group team shares their focus and ideas to improve in 2013, using template
 - Syncs with information covered throughout the two days
- Working Lunch
- Review/Wrap – Pete Hoelscher

Organizational Group Survey Questions

Current	Proposed Change	Why
The agenda reflects the actions to be taken during the meeting.		
Meeting materials are provided in a timely manner.		
The information provided prior to the meeting is utilized during the meeting.		
	Information presented in meetings is clear	Assess communication clarity
Meeting minutes are an accurate reflection of the meeting.		
Membership represents the diversity of the SPP organization.		
Membership has the necessary expertise and/or skills to accomplish its goals.		
Members come prepared to meetings.		
Members are committed to participate and accomplish the group's goals.		
Members are supportive and respectful of the individual needs and differences of group members.		
Members are focused during discussion.	Members are engaged during the meeting	Engagement a better measure of interaction vs. focus
Decisions are identified and action is recommended.		
Facilitation is sufficient to guide discussion.		
Dissenting voices are heard.		
I depart with a feeling that we have accomplished something.		
The chair seeks input, and organizational group members are able to influence key decisions and plans.		
The chair is supportive and respectful of the individual needs and differences of group members.		
The chair keeps the group on task	The chair keeps the group on task to achieve appropriate outcomes	Puts focus on outcomes, not just guiding discussion
The chair ensures follow-through on questions and commitments.		