

**Southwest Power Pool**  
**CORPORATE GOVERNANCE COMMITTEE MEETING**  
**Southwest Power Pool Corporate Offices, Little Rock, AR**

**October 30, 2012**

**• M I N U T E S •**

**Agenda Item 1 – Administrative Items**

Nick Brown called the meeting to order at 3:15 p.m. Other members in attendance or represented by proxy were: Rob Janssen (Dogwood) also proxy for Cindy Holman (OMPA) and Steve Parr (KEPCo), Jim Eckelberger (Director), Mel Perkins (OG&E), and John McClure (NPPD). SPP Staff included Stacy Duckett. Others attending were Kip Fox (AEP); Bruce Cude (Xcel); Heather Starnes (CUS); Paul Malone, Harold Hadland, Dave D'Alessandro and Tom Kent (NPPD); Joseph Lang (LES); Tom Hesterman (Sunflower); and Matt Binette (Wright & Talisman).

Per request, the agenda was taken out of order to discuss the withdrawal obligation item.

**Agenda Item 3 – Withdrawal Obligations Update**

Stacy Duckett introduced the current status of the withdrawal obligations drafts (Withdrawal Obligation Draft – Attachment 1). Kip Fox asked for clarification of the policy related to exiting members. Discussion ensued as to rights/outcome for exiting member versus rights/outcome for remaining members. The group discussed policy drivers at length. The direction determined by the group was to re-draft the current approach less the requirement to honor requests for future service. The Committee also discussed revisions related to penalties. Mr. Brown requested a special meeting to consider another iteration as well as begin the discussion on indemnification issues assigned to the Corporate Governance Committee (CGC) by the Board of Directors. In addition, Staff will schedule a call with the Nebraska entities to discuss some specific issues they have raised.

**Agenda Item 1 – Administrative Items continued**

Nick Brown asked for a motion to approve minutes from the August 30, 2012 meeting, which include a revision to the withdrawal obligation update, Agenda Item 2 (Minutes 8/30/12 – Attachment 2). John McClure moved to approve the minutes as revised; Rob Janssen seconded the motion. The motion passed unanimously.

**Agenda Item 2 – Organizational Groups**

- a. Nick Brown noted a vacancy on the Human Resources Committee for a Transmission User (TU) sector representative. The nominee from Calpine approved at the previous meeting is not available to serve. Calpine has nominated another candidate for consideration. Following discussion, Mel Perkins moved to appoint Lori Dunn to fill the vacancy; Rob Janssen seconded the motion. The motion passed.
- b. It was decided that the Regional Compliance Working Group issue will be addressed at the next meeting due to time constraints.

**Agenda Item 4 – Future Meetings**

Nick Brown noted that the group would next meet following the Board of Directors meeting in Dallas on December 11 from 1:00 p.m. – 5:00 p.m. A teleconference was scheduled for November 20 from 1:00 p.m. – 3:00 p.m.

Corporate Governance Committee  
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**Adjournment**

Nick Brown thanked everyone for participating and adjourned the meeting at 5:30 p.m.

Respectfully submitted,

Stacy Duckett, Secretary



**Southwest Power Pool, Inc.**  
**CORPORATE GOVERNANCE COMMITTEE MEETING**  
**October 30, 2012**  
**Southwest Power Pool Offices, Little Rock, AR**

**• A G E N D A •**

3:00 p.m. – 5:00 p.m.

1. Call to Order and Administrative Items..... Nick Brown
2. Organizational Groups
  - a. Human Resources Committee Vacancy ..... Nick Brown
  - b. Regional Compliance Working Group ..... Stacy Duckett
3. Withdrawal Obligations Revisions ..... Stacy Duckett
4. Future Meetings..... Nick Brown

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

A summary of the changes made since the last circulated (8/23/12) version:

**Bylaws:**

- Section 8.4 (catch-all monthly assessment to members for unrecovered costs): Removed this section from the draft because we are no longer addressing reliability penalties in the monthly assessment.
- Section 8.7.3 (Network Service Termination Charges): Added back in a credit for future PTP service for Network Service Termination Charges paid by the Terminated Member.
- Section 8.7.4 (Penalty Recovery from Former Members): This language was broadened beyond reliability penalties to include any FERC-imposed penalties as well as penalties that may be imposed by other regulatory bodies (i.e., CFTC, SEC, etc.).

**Membership Agreement:**

- Section 4.2.2 (Effective Date of Termination): Added language indicating that the withdrawal date for a non-jurisdictional Member is tied to the date FERC accepts the seams agreement. The existing language already seems to provide for FERC approval prior to a FERC-jurisdictional Member's termination date.
- New Section 4.2.3 (Obligations Prior to Termination Date): Add express requirement that the Terminated Member and SPP negotiate and execute a seams agreement that must be filed and approved prior to the withdrawal. This section also indicates what must be included in the seams agreement (by referencing the "post-withdrawal" obligations).
- Section 4.3.3B (Network Service Termination Charges): Added back in a credit for future PTP service for Network Service Termination Charges paid by the Terminated Member.

**Tariff:**

- Schedule 13 (Network Service Termination Charges): Changed to a fixed load-ratio share to be determined as of the Termination Date.
- Schedule 13 (Network Service Termination Charges): Added back the language from a previous draft that addressed the credit for future PTP service.
- Attachment L New Section VII (Payments Arising Under Seams Agreements): Modified to address the fact that the seams agreement will cover more than just continuing service.

## **Southwest Power Pool Bylaws**

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## **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.

## 8.7 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. If, after Termination or withdrawal of all or part of the Terminated Member's load, the Terminated Member subsequently purchases Transmission Service under a new Point-To-Point Transmission Service Agreement to serve the same withdrawn load or to deliver into the SPP Region the output from a generator that has been removed from the SPP system due to the Terminated Member's Termination or withdrawal, the Terminated Member shall be entitled to a credit, up to the amount of the Network Service Termination Charges paid by the Terminated Member, against the Transmission Service charges arising under Schedule 11 of the SPP OATT for the service under the new Service Agreement.

#### **8.7.4 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, any Electric Reliability Organization-approved Regional Entity, or any other regulatory authority with jurisdiction over SPP that SPP incurs as a result of events that occurred prior to Member's Termination Date but that SPP is unable to recover under the SPP OATT.

## **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~~ (12/24) 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, or the date that FERC accepts the seams agreement filed pursuant to section 4.2.3, whichever occurs later. 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.

### **4.2.3 Obligations Prior to Termination Date**

Upon the submission of a notice of intent to withdraw pursuant to Section 4.2.1, SPP and the Member that submitted the notice of intent to withdraw shall negotiate a seams agreement specifying the respective obligations of each party after the Termination Date. Such seams agreement must address, at a minimum, each party's responsibilities to fulfill the Obligations Upon Termination set forth in Section 4.3. Such seams agreement must be filed at FERC as soon as practicable, but by no less than sixty (60) days prior to the Termination Date. The effective date of the seams agreement shall be the Termination Date or such other date established by FERC order. No termination shall be effective until FERC accepts the seams agreement between SPP and the withdrawing Member.

## **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 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.
- (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. If, after Termination or withdrawal of all or part of the Terminated Member's load, the Terminated Member subsequently purchases Transmission Service under a new Point-To-Point Transmission Service Agreement to serve the same withdrawn load or to deliver into the SPP Region the output from a generator that has been removed from the SPP system due to the Terminated Member's Termination or withdrawal, the Terminated Member shall be entitled to a credit, up to the amount of the Network Service Termination Charges paid by the Terminated Member, against the Transmission Service charges arising under Schedule 11 of the SPP OATT for the service under the new Service Agreement.

**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), determined and fixed as of the Termination Date, —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) , determined and fixed as of the Termination Date, 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, determined and fixed as of the Termination Date.

~~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.

A Terminated Member that has paid Network Service Termination Charges under this Schedule 13 will be entitled to a credit, up to the amount of the Network Service Termination Charges paid by the Terminated Member, against future Transmission Service charges arising under Schedule 11 of this Tariff for future Point-To-Point Transmission Service purchased by the Terminated Member either to: (1) serve load it has withdrawn from the SPP Region; or (2)

deliver into the SPP Region the output from a generation resource that has been removed from the SPP Transmission System due to the Terminated Member's withdrawal from SPP.

**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 rights and obligations 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), ~~or~~ 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), ~~or~~ 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), ~~or~~ 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), ~~or~~ 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), ~~or~~ 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), ~~or~~ 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), ~~or~~ 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  
CORPORATE GOVERNANCE COMMITTEE MEETING**

**Dogwood Energy Plant, Pleasant Hill, MO**

**August 30, 2012**

**• M I N U T E S •**

**Agenda Item 1 – Administrative Items**

Nick Brown called the meeting to order at 9:30 a.m. Other members in attendance or represented by proxy were: Cindy Holman (OMPA), Rob Janssen (Dogwood), Jim Eckelberger (Director), Steve Parr (KEPCo), and John McClure (NPPD). SPP Staff included Stacy Duckett. Others attending were Bary Warren (Empire); Kip Fox (AEP); Bruce Cude and Gerald Deaver (Xcel); Jeff Knottek and Heather Starnes (CUS); Dennis Reed (Westar); Harold Hadland, Paul Malone and Dave D'Alessandro (NPPD); Charles Locke (KCPL); Matt Binette (Wright & Talisman); Julian Brix (Director) and several Regional Tariff Working Group members.

Mr. Brown referred to draft minutes for May 11, 2012 (Minutes 5/11/12 – Attachment 1). Cindy Holman moved to approve the minutes as presented; Steve Parr seconded the motion, which was unanimously approved.

**Agenda Item 2 – Withdrawal Obligations Update**

Stacy Duckett noted the current status of revisions to governing documents to address withdrawal obligations associated with regional transmission costs. Following extensive discussion, the Committee provided further direction regarding several issues to develop another iteration of documents. The new draft of the documents among other changes will include revisions which provide a withdrawn member the right to transmission service commensurate with the amount of continued ATRR payments made by the withdrawn member. A special meeting will be scheduled in connection with the October Board of Directors meeting to review these.

**Agenda Item 3 – Elections and Vacancies**

- a. Nick Brown reviewed the current vacancies on committees as well as some pending vacancies. Cindy Holman moved that Mike Wise (Golden Spread) and Coleen Wells (KEPCo) be nominated for the Finance Committee; John McClure seconded the motion, which passed unanimously. Steve Parr moved to nominate Hether Benjamin-Brown for the Human Resources Committee pending confirmation from Calpine of her availability; Rob Janssen seconded the motion, which passed unanimously.
- b. Following discussion, Rob Janssen moved the nomination of Michael Deggendorf (KCPL), Gary Roulet (WFEC), Mike Wise (Golden Spread), Kevin Smith (Tenaska) and Tom Kent (NPPD) for election to new terms on the Members Committee commencing January 2013, as well as the nomination of Kevin Smith to fill the unexpired term of Trudy Harper expiring December 2012; John McClure seconded the motion, which passed unanimously.

**Agenda Item 4 – Bylaws Revisions/Committees**

Stacy Duckett discussed follow-up from the previous meeting regarding removing some Board committees' duty details from the Bylaws and maintaining these in the Scope/Charter documents as approved by the Board each year. The Committee is supportive of the approach. Staff will present a draft version of Bylaws and revised charters for review at the next meeting.

**Agenda Item 5 – Organizational Effectiveness**

- a. Stacy Duckett reviewed an agenda for the Chairs/Secretaries Workshop.



Corporate Governance Committee  
August 30, 2012

- b. Stacy Duckett presented proposed revisions to the Organizational Group Survey questions. The Committee approved the revisions.

**Agenda Item 6 – Future Meetings**

Nick Brown noted that the group would next meet following the Board of Directors meeting in Little Rock on October 30, 2012. The 2013 meetings will be February 28 and August 29.

**Adjournment**

Nick Brown thanked everyone for participating and adjourned the meeting at 1:30 p.m.

Respectfully submitted,

Stacy Duckett, Secretary

**Southwest Power Pool, Inc.**  
**REGIONAL COMPLIANCE WORKING GROUP (RCWG)**  
**Organizational Group Scope Statement**  
**September 1, 2012**

**Purpose**

The SPP Regional Compliance Working Group (RCWG) will:

- Provide guidance on policy issues to SPP on reliability compliance activities of federal or regional regulators, committees, or companies.
- Provide expertise to other SPP Working Groups on membership issues related to regional compliance matters specific to execution, interpretation or implementation of federal or regional regulatory requirements.
- Provide a stakeholder forum to encourage membership discussion of regional compliance issues and provide a means to communicate collective membership input to appropriate regulatory bodies, i.e., FERC, NERC, RE Staff, etc.
- Provide a membership forum to interface with SPP RTO Compliance staff on matters of NERC Reliability Standards Compliance on process, procedures.

**Scope of Activities**

In carrying out its purpose, the RCWG will:

- Receive input from and represent the SPP membership on compliance issues arising via FERC, NERC, RE, or SPP RTO initiatives. These activities could include drafting “white papers”, advising SPP staff, Board, MOPC, and MOPC working groups and communicating back to regulatory or membership entities as appropriate or directed by SPP stakeholders.
- Monitor compliance matters from NERC Board and Committees; SPP Board and Committees; and SPP Working Groups to identify emerging issues and appropriately communicate these issues to SPP staff, MOPC and membership. Provide guidance to SPP staff in review and submission of formal comments, responses, and balloting on any substantial federal and regional proposals where comments are invited.
- Serve as membership liaison with Regional Entities on issues affecting the SPP RTO or members, to include audit processes, interpretations, Compliance Monitoring and Enforcement Program (CMEP) concerns, new and/or changing Rules of Procedure, and general compliance guidance.
- Coordinate with the SPP RTO, SPP RE, MRO, and SERC staff on stakeholder workshops to address existing and forthcoming important compliance issues and experience/lessons learned.

- Provide timely input to working groups on existing and proposed changes to SPP Criteria and/or Regional Standards and SPP Tariff and SPP Business Practices as they potentially relate to NERC Reliability Standards.
- Meet with Regional Entities as needed to discuss compliance concerns. Topics will include the Regional Entities expectations and interpretations of NERC standards that will improve compliance processes for SPP member companies.

*NOTE: RCWG should not cover issues isolated to individual members, or basic, rudimentary issues that can be addressed via standard SPP Quarterly Compliance Forums and/or monthly compliance calls.*

### **Representation**

The Reliability Compliance Working Group is composed of seventeen non-affiliated members, including the chair and vice chair. The members will reasonably represent the various NERC Registered functions of the SPP membership. RCWG encourages representation with personnel directly responsible for member's compliance activities and programs. The RCWG meetings will be open in accordance with SPP practices and may allow for an executive session as called by the chair.

### **Duration**

The term of the Chair shall coincide with the two-year term of the Chair of the Board of Directors. No Chair shall serve more than 2 consecutive terms unless otherwise approved by the SPP Corporate Governance Committee.

### **Reporting**

The RCWG reports to the SPP Markets and Operations Policy Committee (MOPC) for those activities related to compliance matters related to FERC, NERC, Regional Reliability Standards and SPP Criteria. The RCWG collaborates with other SPP Committees or Working Groups for those activities assigned to the RCWG by the MOPC, Board of Directors, and other Board committees.

## Recommended RCWG Roster

MCG Member	Entity Name	Type	BA	DP	GOP	GO	IA	LSE	PA	PSE	RRO	RC	RSG	RP	TOP	TO	TP	TSP
Jennifer Flandermeyer (Chair) Sr. Mgr. Ops Compliance Programs P: 816-654-1308 jennifer.flandermeyer@kcpl.com	Kansas City Power & Light Company (KCPL)	Investor-Owned	X	X	X	X		X		X				X	X	X	X	
Philip Propes (Secretary) Director, Compliance P: 501-614-3255 ppropes@spp.org	Southwest Power Pool (SPP)	RTO					X		X			X	X				X	X
John Allen Manager-Reliability Compliance P: 417-831-8972 john.allen@cityutilities.net	City Utilities Of Springfield, MO (SPRM)	Municipal	X	X	X	X		X						X	X	X	X	
Forrest Brock Station Services Superintendent P: 405-247-4360 f_brock@wfec.com	Western Farmers Electric Cooperative (WFEC)	Cooperative	X	X	X	X		X		X				X	X	X	X	
Tony Eddleman Electric Reliability Compliance Supervisor P: 402-845-5253 teddle@nppd.com	Nebraska Public Power District (NPPD)	State Agency	X	X	X	X		X		X				X	X	X	X	X
Greg Froehling NERC Compliance Officer P: 469-402-2102 gfroehling@rayburnelectric.com	Green Country Energy, LLC (GREENCOGO)	Cooperative				X												
Louis Guidry Director, NERC Compliance P: 318-484-7495 louis.guidry@cleco.com	Cleco Corporation (CLECO)	Investor-Owned	X	X	X	X	X	X		X				X	X	X	X	X
Bo Jones Director, NERC Compliance P: 785-575-1680 bo.jones@westarenergy.com	Westar Energy, Inc. (WR)	Investor-Owned	X	X	X	X		X		X				X	X	X	X	

Bryan Kauffman Sr. Consultant, Trans Policy & Compl. P: 806-640-6332 bryan.kauffman@xcelenergy.com	Southwestern Public Service Co. (Xcel Energy) (SPS)	Investor-Owned	X	X	X	X		X		X				X	X	X	X	X
Chris Lang Compliance Administrator P: 806-349-6567 clang@gsec.coop	Golden Spread Electric Cooperative, Inc. (GSEC)	Cooperative		X		X		X		X				X				
Robert McClanahan VP/Chief Information Officer P: 501-570-2403 robert.mcclanahan@aecc.com	Arkansas Electric Cooperative Corporation (AECC)	Cooperative		X	X	X		X		X				X		X		
Fred Meyer Manager, Reliability Compliance P: 417-625-4289 fmeyer@empiredistrict.com	The Empire District Electric Company (EDE)	Investor-Owned	X	X	X	X		X		X				X	X	X	X	
Mike Murray NERC Compliance Officer P:816-325-7435 mmurray@indepmo.org	Independence Power & Light (INDN)	Municipal	X	X	X	X		X		X				X	X	X	X	
Thad Ness Reliability Compliance Manager P: 614-716-2053 tkness@aep.com	American Electric Power (AEPW)	Investor-Owned	X	X	X	X		X		X				X	X	X	X	
Doug Peterchuck Manager, Reliability Compliance & Transmission Services P: 402-552-5181 dpeterchuck@oppd.com	Omaha Public Power District (OPPD)	State Agency	X	X	X	X		X		X				X	X	X	X	
Terri Pyle Manager, NERC Compliance P: 405-553-5917 pyleta@oge.com	Oklahoma Gas And Electric Co. (OKGE)	Investor-Owned	X	X	X	X		X		X				X	X	X	X	
Eric Ruskamp Manager of Regulatory Compliance P: 402-473-3387 eruskamp@les.com	Lincoln Electric System (LES)	Municipal	X	X	X	X		X		X				X	X	X	X	

Lindsay Shepard Executive Mgr., Corporate Compliance P: 785-623-6618    lshepard@sunflower.net	Sunflower Electric Power Corporation (SECI)	Cooperative	X	X	X	X		X		X				X	X	X	X	
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10/17/2012

A summary of the changes made since the last circulated (8/23/12) version:

**Bylaws:**

- Section 8.4 (catch-all monthly assessment to members for unrecovered costs): Removed this section from the draft because we are no longer addressing reliability penalties in the monthly assessment.
- Section 8.7.3 (Network Service Termination Charges): Added back in a credit for future PTP service for Network Service Termination Charges paid by the Terminated Member.
- Section 8.7.4 (Penalty Recovery from Former Members): This language was broadened beyond reliability penalties to include any FERC-imposed penalties as well as penalties that may be imposed by other regulatory bodies (i.e., CFTC, SEC, etc.).

**Membership Agreement:**

- Section 4.2.2 (Effective Date of Termination): Added language indicating that the withdrawal date for a non-jurisdictional Member is tied to the date FERC accepts the seams agreement. The existing language already seems to provide for FERC approval prior to a FERC-jurisdictional Member's termination date.
- New Section 4.2.3 (Obligations Prior to Termination Date): Add express requirement that the Terminated Member and SPP negotiate and execute a seams agreement that must be filed and approved prior to the withdrawal. This section also indicates what must be included in the seams agreement (by referencing the "post-withdrawal" obligations).
- Section 4.3.3B (Network Service Termination Charges): Added back in a credit for future PTP service for Network Service Termination Charges paid by the Terminated Member.

**Tariff:**

- Schedule 13 (Network Service Termination Charges): Changed to a fixed load-ratio share to be determined as of the Termination Date.
- Schedule 13 (Network Service Termination Charges): Added back the language from a previous draft that addressed the credit for future PTP service.
- Attachment L New Section VII (Payments Arising Under Seams Agreements): Modified to address the fact that the seams agreement will cover more than just continuing service.

## **Southwest Power Pool Bylaws**

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|

## **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.

## 8.7 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. If, after Termination or withdrawal of all or part of the Terminated Member's load, the Terminated Member subsequently purchases Transmission Service under a new Point-To-Point Transmission Service Agreement to serve the same withdrawn load or to deliver into the SPP Region the output from a generator that has been removed from the SPP system due to the Terminated Member's Termination or withdrawal, the Terminated Member shall be entitled to a credit, up to the amount of the Network Service Termination Charges paid by the Terminated Member, against the Transmission Service charges arising under Schedule 11 of the SPP OATT for the service under the new Service Agreement.

#### **8.7.4 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, any Electric Reliability Organization-approved Regional Entity, or any other regulatory authority with jurisdiction over SPP that SPP incurs as a result of events that occurred prior to Member's Termination Date but that SPP is unable to recover under the SPP OATT.

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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, or the date that FERC accepts the seams agreement filed pursuant to section 4.2.3, whichever occurs later. 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.

### **4.2.3 Obligations Prior to Termination Date**

Upon the submission of a notice of intent to withdraw pursuant to Section 4.2.1, SPP and the Member that submitted the notice of intent to withdraw shall negotiate a seams agreement specifying the respective obligations of each party after the Termination Date. Such seams agreement must address, at a minimum, each party's responsibilities to fulfill the Obligations Upon Termination set forth in Section 4.3. Such seams agreement must be filed at FERC as soon as practicable, but by no less than sixty (60) days prior to the Termination Date. The effective date of the seams agreement shall be the Termination Date or such other date established by FERC order. No termination shall be effective until FERC accepts the seams agreement between SPP and the withdrawing Member.

## **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 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.
- (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~~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. If, after Termination or withdrawal of all or part of the Terminated Member's load, the Terminated Member subsequently purchases Transmission Service under a new Point-To-Point Transmission Service Agreement to serve the same withdrawn load or to deliver into the SPP Region the output from a generator that has been removed from the SPP system due to the Terminated Member's Termination or withdrawal, the Terminated Member shall be entitled to a credit, up to the amount of the Network Service Termination Charges paid by the Terminated Member, against the Transmission Service charges arising under Schedule 11 of the SPP OATT for the service under the new Service Agreement.

**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), determined and fixed as of the Termination Date, —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) , determined and fixed as of the Termination Date, 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, determined and fixed as of the Termination Date.

~~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.

A Terminated Member that has paid Network Service Termination Charges under this Schedule 13 will be entitled to a credit, up to the amount of the Network Service Termination Charges paid by the Terminated Member, against future Transmission Service charges arising under Schedule 11 of this Tariff for future Point-To-Point Transmission Service purchased by the Terminated Member either to: (1) serve load it has withdrawn from the SPP Region; or (2)

deliver into the SPP Region the output from a generation resource that has been removed from the SPP Transmission System due to the Terminated Member's withdrawal from SPP.

**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 rights and obligations 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.