

December 11, 2009

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

RE: *Southwest Power Pool, Inc.*, Docket No. ER10-\_\_\_\_\_  
Submission of Meter Agent Services Agreement

Dear Secretary Bose:

In accordance with the terms of Southwest Power Pool, Inc.'s ("SPP") Open Access Transmission Tariff ("SPP Tariff"), SPP encloses for filing an executed Meter Agent Services Agreement ("Meter Agent Agreement") between Kansas Power Pool ("KPP") as Market Participant and Westar Energy, Inc. ("Westar") as Meter Agent.<sup>1</sup> The KPP Agreement modifies and supersedes the currently effective, conforming Meter Agent Agreement among the Parties, designated as First Revised Service Agreement No. 1374, and accepted by the Commission on December 1, 2009, in Docket No. ER10-33-000.<sup>2</sup> SPP is submitting this filing because the KPP Agreement includes terms and conditions that do not conform to the standard form of Meter Agent Agreement that is in the SPP Tariff.<sup>3</sup>

**Description of Filing**

The KPP Agreement, which is attached as Exhibit I to this submittal, is identical in all material respects to the agreement accepted by the Federal Energy Regulatory Commission ("Commission") in the December Letter Order, except for the changes

---

<sup>1</sup> The Meter Agent Agreement is hereinafter the "KPP Agreement" and KPP and Westar are collectively "the Parties."

<sup>2</sup> See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER10-33-000 (Dec. 1, 2009) ("December Letter Order").

<sup>3</sup> See SPP Tariff, Fifth Revised Volume No. 1, Attachment AM, Original Sheet Nos. 1180-1188 (hereinafter the "*pro forma* Meter Agent Agreement").

described below.<sup>4</sup> These changes are necessary to provide greater specificity to the KPP Agreement, and have been made with the Parties' consent.

The Parties revised the title page to reflect an effective date of October 1, 2009.<sup>5</sup> Article 2.1 of the KPP Agreement also has been modified to provide that the term of the agreement will be from October 1, 2009 through September 30, 2010.<sup>6</sup> Finally, the Parties have revised the KPP Agreement to update the Load Settlement Locations in Exhibit A.<sup>7</sup>

The revised KPP Agreement is necessary to reflect KPP's election to have Westar act as its meter agent through September 30, 2010 and to update the information in Exhibit A. The revisions clarify the term of the KPP Agreement and provide additional specificity to the KPP Agreement. Thus, the KPP Agreement is just and reasonable, and warrants Commission acceptance.

SPP is serving a copy of this filing on the representatives of KPP and Westar specified in the KPP Agreement.

#### **Effective Date and Waiver**

SPP requests an effective date of October 1, 2009 for the KPP Agreement. Pursuant to section 35.11 of the Commission's rules and regulations, 18 C.F.R. § 35.11, SPP requests a waiver of the Commission's 60-day notice requirement set forth at 18 C.F.R. § 35.3. Waiver is appropriate because the KPP Agreement does not establish rates

---

<sup>4</sup> SPP has included redlined pages showing the minor changes between the KPP Agreement and the agreement accepted by the Commission in the December Letter Order as Exhibit II.

<sup>5</sup> The *pro forma* Meter Agent Agreement specifies that the effective date of a Meter Agent Agreement will be a date specified by the parties in the year 2006, and therefore, the Parties revised the title page to reflect an effective date of October 1, 2009.

<sup>6</sup> A similar revision was made in Article 2.1 of the Meter Agent Agreement accepted by the Commission in the December Letter Order.

<sup>7</sup> These revisions are consistent with revisions previously accepted by the Commission. See December Letter Order, *supra* note 2; *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-493-000 (Feb. 23, 2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-1280-000 (Aug. 28, 2008).

or charges for any jurisdictional services.<sup>8</sup> Furthermore, both the Parties have consented to the October 1, 2009 effective date.<sup>9</sup>

**Communications**

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

Heather H. Starnes, J.D.  
Manager, Regulatory Policy  
Southwest Power Pool, Inc.  
415 North McKinley, #140 Plaza West  
Little Rock, AR 72205  
Telephone: (501) 614-3380  
Fax: (501) 664-9553  
[hstarnes@spp.org](mailto:hstarnes@spp.org)

Wendy N. Reed  
Matthew K. Segers  
Tyler R. Brown  
WRIGHT & TALISMAN, P.C.  
1200 G Street, N.W., Suite 600  
Washington, DC 20005-3802  
Telephone: (202) 393-1200  
Fax: (202) 393-1240  
[reed@wrightlaw.com](mailto:reed@wrightlaw.com)  
[segers@wrightlaw.com](mailto:segers@wrightlaw.com)  
[brown@wrightlaw.com](mailto:brown@wrightlaw.com)

Respectfully submitted,



Wendy N. Reed  
Matthew K. Segers  
Tyler R. Brown

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

K:\SPP\1001-1075-258 - KPP-Westar Meter Agent SA 1374R2 transmittal letter FINAL.doc

<sup>8</sup> See *Cent. Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at 61,338, *reh'g denied*, 61 FERC ¶ 61,089 (1992) (stating that the Commission will generally grant waiver of the 60-day prior notice requirement for uncontested filings that do not change rates).

<sup>9</sup> See *Girard v. FERC*, 790 F.2d 919, 925 (D.C. Cir. 1986) (describing how the Commission's "long-standing general policy" is to allow a retroactive effective date where the parties have agreed to the effective date and the waiver of the notice requirement is in the public interest).

# EXHIBIT I

**ATTACHMENT AM**

**METER AGENT SERVICES AGREEMENT**

**FOR**

**SPP MARKET**

**BETWEEN**

**KANSAS POWER POOL (MARKET PARTICIPANT)**

**AND**

**WESTAR ENERGY, INC. (METER AGENT)**

**October 1, 2009**

Issued by: Heather H. Starnes, Manager, Regulatory Policy

Issued: December 11, 2009

Effective: October 1, 2009

This Agreement made and entered this 8th day of January, 2009, is between **Kansas Power Pool** ("Market Participant") and **Westar Energy, Inc.** ("Meter Agent"). Market Participant and Meter Agent are each sometimes referred to in the Agreement as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, for the initial year of the EIS market, the Balancing Authority will act as the Meter Agent for all Market Participant Resources and Load within the Transmission Owner's zone unless otherwise mutually agreed upon by the Balancing Authority and Market Participant.

WHEREAS, Market Participant and Meter Agent are registered entities of the Southwest Power Pool Market ("SPP").

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

**ARTICLE I**  
**Responsibilities of the Parties**

**1.1 Market Participant Responsibilities:**

1. **Governing Documents:** In addition to this Agreement, Market Participant agrees that it will comply with the provisions of the SPP OATT and Market Protocols as they may be amended from time to time which relate to implementation of this Agreement. In the event there is a conflict between this agreement and the SPP Open Access Transmission Tariff (“OATT”), the OATT shall govern.
2. **Data Communications:** Market Participant shall provide or arrange for communication of meter data in a mutually acceptable format to the Meter Agent.
3. **Settlement Location Definition:** Exhibit A defines the meter(s) and calculations associated with each Settlement Location (“SL”).
4. **Notice of Meter Changes:** Market Participant shall inform the Meter Agent of any additions, deletions, and modifications of metering that will impact the market data.
  - a. Market Participant shall provide full details of the meter information to the Meter Agent a minimum of 60 days prior to the implementation of the change, except when the meter equipment is changed or replaced due to equipment failure in which case notice of change will be provided as soon as possible. This information to be provided shall include the following:
    1. Information relating to retrieval of the meter data from the data source. This includes the method of doing so, communications, and full description of the meter.
    2. Information relating to the data and the processing of such data that will be applied for the new or modified SL and the impact to other existing SL or NAI calculations.
    3. Completing the SPP Market registration required, which includes real-time data exchange and modeling coordination with SPP.
    4. Updating of Exhibit A,
  - b. In addition, Market Participant shall be responsible for developing and testing a complete system for submission of data under this Agreement.

- c. Market Participant shall notify Meter Agent of any significant metering issues related to the data provided to the Meter Agent within 24 hours after the issue is identified. This includes change out of a meter, meter failures, real-time data failures, etc.
5. **Settlement Location Notification:** Market Participant shall notify any other entity affected by the change in the SL (i.e. Other Market Participant, Balancing Authority) at least seven days prior to the change.
6. **Data Exchange and Data Quality:** Market Participant shall provide meter data for each Meter identified in Exhibit A to the Meter Agent in a timely manner.
- a. Data shall be provided to the Meter Agent at least one (1) full business day prior to SPP's deadline for submission of meter data, as specified in Appendix D of the Market Protocols.
  - b. Upon notification to or upon discovery by the Market Participant that the data exchange has failed or data quality is questionable, the Market Participant will resolve the issue at its source.
  - c. In the absence of actual values for data required for settlement, it is the Market Participant's responsibility to provide estimated values for such data to the Meter Agent; however, if the Market Participant fails to provide the actual or estimated meter data in a timely manner, the Meter Agent will estimate the data for submission to SPP by the appropriate deadline. The Meter Agent will be held harmless as set forth in section 3.2.
7. **Submission Failures:** If the Meter Agent fails to submit the meter data or NAI data by the Final Settlement Statement data cutoff, the Market Participant is responsible for initiating and pursuing the SPP OATT Dispute process. The Meter Agent must provide to SPP any data it has available to help resolve the dispute.

1.2 **Meter Agent Responsibilities:**

1. **Governing Documents:** In addition to complying with this Agreement, Meter Agent shall provide services on behalf of the Market Participant in accordance with SPP's OATT and Market Protocols as they may be amended from time to time related to implementation of this Agreement. In the event there is a conflict between this agreement and the SPP OATT, the OATT shall govern.



2. **Meter Agent Registration:** Meter Agent shall be a registered Meter Agent with the SPP Market.
3. **Settlement Location Development:** Meter Agent shall provide all settlement data required for the SLs designated by the Market Participant in Exhibit A.
4. **Data Communications:** Meter Agent and the Market Participant shall conclude a mutually agreeable format and method of exchange of settlement data required to be provided by the Market Participant.
5. **Settlement Location Values**  
  
Meter Agent shall determine the Meter Value for each of the Settlement Locations identified in Exhibit A by applying all parameters as identified therein.
6. **Data Issue Notifications:**
  - a. Meter Agent will notify the Market Participant, as soon as practicable, of any data exchange issues with the meter data source.
  - b. Upon failure to receive meter data from the Market Participant by the data submission deadline, the Meter Agent will notify the Market Participant as soon as practicable and, if necessary, the Meter Agent will estimate the data pursuant to 1.1 6. c. of this agreement.
7. **Data Submission:** Meter Agent shall submit Settlement Location Meter Values to SPP and the appropriate Balancing Authority by the deadlines outlined in Appendix D of the Market Protocols.

## **ARTICLE II**

### **Term and Termination**

- 2.1 **Initial Term:** This Agreement shall become effective on October 1, 2009 and shall continue through September 30, 2010.
- 2.2 **Extended Term:** This Agreement shall continue on a year to year basis at the conclusion of its Initial Term, unless terminated as specified in the Agreement.

- 2.3 **Termination:** This Agreement may be terminated at any time by mutual agreement of the Market Participant and Meter Agent. Either the Market Participant or the Meter Agent may terminate the Agreement after the Initial Term, upon giving 60 days written notice to the other Party.

### **ARTICLE III Miscellaneous**

- 3.1 **Force Majeure:** An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Party will not be considered in default as to any obligation under this Agreement to the extent such Party is prevented or delayed from fulfilling such obligation due to the effect of Force Majeure. A Party whose performance under this Agreement is prevented or delayed by Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall take all reasonable steps to eliminate the cause; however, neither Party shall be required to settle or resolve labor disturbances or strikes, or to accept or agree to governmental or regulatory orders or conditions without objection or contest except on any basis agreeable to such Party in its sole discretion. The affected Party, as soon as reasonably possible, shall give notice of Force Majeure.
- 3.2 **Indemnification:** Each Party hereto shall indemnify and hold harmless the other Party (in such case, the "Indemnified Party"), its officers, directors, agents and employees from and against any and all claims for death or injury to persons or destruction of or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys fees, and all other obligations by or to third parties (collectively "liabilities"), arising out of or resulting directly or indirectly from the Indemnified Party's performance of its obligations under this Agreement on behalf of the Indemnifying Party, except to the extent any such liability arises, directly or indirectly, from the Indemnified Party's gross negligence or intentional wrongdoing. For example, the provisions of this section 3.2 could apply in circumstances where equipment malfunction (or other inadvertent error not involving gross negligence or intentional wrongdoing) causes imbalance information to be inaccurately reported, resulting in billing errors.
- 3.3 **Successors and Assignment:** This Agreement shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assignable by either Party except with the prior written consent of the other Party which shall not be unreasonably withheld.

- 3.4 **Good Utility Practices:** The Parties shall conduct their affairs under this Agreement in accordance with Good Utility Practices. Good Utility Practices shall mean 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 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 as a reasonable cost consistent with good business practices, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts, generally accepted by the region.
- 3.5 **No third party beneficiaries.** There shall be no third party beneficiaries to this Agreement.

**ARTICLE IV**  
**Notices**

- 4.1 **Agreement Notices:** Any notice, demand or request required or authorized by this Agreement shall be deemed properly made, given to, or served on the party to whom it is directed when sent by United States Mail addressed as follows:

**Market Participant:**

Colin Whitley  
CEO and General Manager  
Kansas Power Pool  
200 W. Douglas  
Suite 601  
Wichita, KS 67202

**Meter Agent:**

Kelly Harrison  
VP, Transmission Operations and  
Environmental Services  
Westar Energy Inc.  
PO Box 889  
Topeka, KS 66601

Notice of change in the above addresses shall be given in the manner specified above.

**ARTICLE V**  
**Complete Agreement**

**5.1 Complete Agreement:** This Agreement represents the Parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral. No representations, inducements, promises, or agreements, oral or otherwise, have been relied upon or made by either Party, or anyone on behalf of a Party, that are not fully expressed in this Agreement. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the day and year first above stated.

**Market Participant:**

Company

By: Colin L. Lity

Title: CEO/General Manager

Attest: [Signature]

Title: President KPP

**Meter Agent:**

Company

By: Kelly B. Ham

Title: VP-Transmission Ops & Environmental Svcs.

Attest: [Signature]

Title: Vice President, General Counsel  
and Corporate Secretary

**Exhibit A – Westar Energy Transmission System Section  
Market Participant Settlement Location Definitions  
MP: Kansas Power Pool with MA: Westar Energy, Inc. (Transmission Services)  
Revisions Effective October 1, 2009**

**Westar Energy Transmission System Only**

**Resource Settlement Locations:**

#	Settlement Location Name	Meter	Physical Location	Voltage Level	Losses	Operand
	n/a					

Gross Generation output is negative, auxiliary use is positive. MWh received by the Transmission System is negative.

**Residual Load Settlement Locations:**

#	Settlement Location Name	Meter	Physical Location	Voltage Level	Losses	Operand
	KPP has no Residual Load					-

Assumes sign of other SL data used is in polarity required for submission to SPP Market.

**Net Actual Interchange for Settlement Area:**

#	NAI Name	Meter	Physical Location	Voltage Level	Losses*	Operand
	KPP is not a SA					

**Load Settlement Locations: (net metering unless stated otherwise)**

#	Settlement Location Name	Meter	Physical Location	Voltage Level	Distrib. Losses	Transm. Losses*	Operand
1	WR KPP PTP						
	Arcadia: City		Circuit	4 kV	5.12%	2.94%	+
	Bowersock Hydro: IN only (neg load)		Circuit	12 kV	3.83%	2.94%	-
	Centralia: City		Bus	2 kV	3.83%	2.94%	+
	Horton: City		Low Side of 12/4 TX	4 kV	1.39%	2.94%	+
	Seneca: East		Circuit	12 kV	2.80%	2.94%	+
	Seneca: West		Circuit	12 kV	2.80%	2.94%	+

**Exhibit A – Westar Energy Transmission System Section  
Market Participant Settlement Location Definitions  
MP: Kansas Power Pool with MA: Westar Energy, Inc. (Transmission Services)  
Revisions Effective October 1, 2009**

<b>Westar Energy Transmission System Only</b>							
<b>#</b>	<b>Settlement Location Name</b>	<b>Meter</b>	<b>Physical Location</b>	<b>Voltage Level</b>	<b>Distrib. Losses</b>	<b>Transm. Losses*</b>	<b>Operand</b>
<b>2</b>	<b>WR_KPP_NITS</b>						
		<b>Augusta: #1 Transformer</b>	Low Side of 69/12 TX	12 kV	1.39%	2.94%	+
		<b>Augusta: #2 Transformer</b>	Low Side of 69/12 TX	12 kV	1.39%	2.94%	+
		<b>Burlington: #1 Transformer</b>	Low Side of 69/12 TX	12 kV	1.39%	2.94%	+
		<b>Burlington: #2 Transformer</b>	Low Side of 69/12 TX	12 kV	1.39%	2.94%	+
		<b>Burlington: Industrial Park</b>	Low Side of 69/13 TX	13 kV	1.39%	2.94%	+
	<i>Effective starting 1/1/2010 &gt;&gt;&gt;</i>	<b>Chanute: Tioga</b>	Circuit	69 kV	0.00%	2.94%	+
	<i>Effective starting 1/1/2010 &gt;&gt;&gt;</i>	<b>Chanute: CB6</b>	Circuit	69 kV	0.00%	2.94%	+
		<b>Clay Center: City</b>	Bus	13 kV	1.39%	2.94%	+
		<b>Erie: #1 Transformer</b>	Low Side of 69/2 TX	2 kV	1.39%	2.94%	+
		<b>Fredonia: City</b>	Bus	69kV	0.00%	2.94%	+
		<b>Girard: #1 Transformer</b>	Low Side of 69/4 TX	4 kV	1.39%	2.94%	+
		<b>Girard: #2 Transformer</b>	Low Side of 69/12 TX	12 kV	1.39%	2.94%	+
	<i>Effective starting 12/1/2009&gt;&gt;&gt;</i>	<b>Haven: City</b>	Bus	2 kV	3.83%	2.94%	+
	<i>Effective starting 12/1/2009&gt;&gt;&gt;</i>	<b>Haven: Industrial Park</b>	Circuit	12 kV	2.80%	2.94%	+
		<b>Hillsboro: City</b>	Low Side of 69/13 TX	13 kV	1.39%	2.94%	+
		<b>Holton: City</b>	Circuit (Holton owned)	12 kV	2.80%	2.94%	+
		<b>Iola: City</b>	High Side 69/4 TX	69 kV	0.00%	2.94%	+
		<b>Minneapolis: City</b>	Circuit	34.5 kV	0.00%	2.94%	+
		<b>Mount Hope: City</b>	Circuit	12 kV	2.80%	2.94%	+
		<b>Neodesha: #5 Transformer</b>	Low Side of 69/12 TX	12 kV	1.39%	2.94%	+
		<b>Neodesha: #13 Transformer</b>	Low Side of 69/2 TX	2 kV	1.39%	2.94%	+
		<b>Oxford: Sub (SK3356)</b>	Circuit	12 kV	2.80%	2.94%	+
		<b>Sabetha: City</b>	Low Side of 34/12 TX	12 kV	1.39%	2.94%	+
	<i>Effective starting 10/1/2009&gt;&gt;&gt;</i>	<b>Seranton: City</b>	Low Side of 34/13 TX	12 kV	1.39%	2.94%	+
	<i>Effective starting 10/1/2009&gt;&gt;&gt;</i>	<b>St Marys: City</b>	Bus	4 kV	3.83%	2.94%	+

**Continue Load Settlement Locations: (net metering unless stated otherwise)**

#	Settlement Location Name	Meter	Physical Location	Voltage Level	Distrib. Losses	Transm. Losses*	Operand
2	<b>Continue Settlement Location: WR_KPP_NITS</b>						
		<b>Wellington: #1 Transformer</b>	Low Side of 67/13 TX	13 kV	1.39%	2.94%	+
		<b>Wellington: #2 Transformer</b>	Low Side of 67/13 TX	13 kV	1.39%	2.94%	+
		<b>Winfield: City</b>	Bus	69 kV	0.00%	2.94%	+
		<b>Winfield: Oak-Strother TX</b>	Bus	69 kV	0.00%	2.94%	+
		<b>Winfield: Lakes</b>	Circuit	12 kV	2.80%	2.94%	+

**Exhibit A – Midwest Energy Transmission System Section  
 Market Participant Settlement Location Definitions  
 MP: Kansas Power Pool with MA: Westar Energy, Inc. (Transmission Services)  
 Revisions Effective October 1, 2009**

**Midwest Energy Transmission System Only**

**Load Settlement Locations:** *(net metering unless stated otherwise)*

#	Settlement Location Name	Meter	Physical Location	Voltage Level	Distrib. Losses	Transm. Losses*	Operand
1	WR_MW_KPP_PTP		Low Side of 34/2 TX	2.4 kV	0.00%	7.2%	+
1	WR_MW_KPP_NITS		Low Side of 34/2 TX	2.4 kV	0.00%	7.2%	+

\* SPP OATT Attachment M Losses

\*\* Engineered Adjustment with Assumption – reference SPP Protocols Appendix C and D



## **EXHIBIT II**