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TO KEEP THE LIGHTS ON... TODAY AND IN THE FUTURE

October 4, 2013

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

RE: *Southwest Power Pool, Inc.*, Docket No. ER14-_____
Submission of Notice of Cancellation of Network Integration
Transmission Service Agreement and Network Operating Agreement

Dear Secretary Bose:

Pursuant to section 35.15 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. § 35.15, Southwest Power Pool, Inc. ("SPP") submits this filing to notify the Commission of the cancellation of (1) an executed Service Agreement for Network Integration Transmission Service ("Service Agreement") between SPP as Transmission Provider and Southwestern Public Service Company ("SPS") as Network Customer ("SPS Service Agreement"); and (2) an executed Network Operating Agreement ("NOA") between SPP as Transmission Provider and SPS as both Network Customer and Host Transmission Owner ("SPS NOA") (collectively, the "SPS Agreements").¹ SPP respectfully requests that the Commission accept the cancellation of the SPS Agreements effective January 1, 2012.

I. Background and Notice of Cancellation

On November 24, 2010, in Docket No. ER11-2188-000, SPP filed the SPS Agreements because they did not conform to the form of Service Agreement and NOA set forth in the SPP Open Access Transmission Tariff ("SPP Tariff").² On January 13, 2011, the Commission accepted the SPS Agreements.³ The SPS Agreements have since

¹ The SPS Agreements were designated as First Revised Service Agreement No. 1910.

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

³ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-2188-000 (Jan. 13, 2011).

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been replaced and superseded by new Service Agreements and NOAs, designated as Second Revised Service Agreement No. 1910 (“Service Agreement 1910R2”), designated as Third Revised Service Agreement No. 1910 (“Service Agreement 1910R3”), and designated as Fourth Revised Service Agreement No. 1910 (“Service Agreement 1910R4”). Service Agreement 1910R2, Service Agreement 1910R3 and Service Agreement 1910R4 conform to the *pro forma* Agreements and therefore, were reported solely in SPP’s electric quarterly report (“EQR”) commencing in the first quarter of 2012, the second quarter of 2012, and the third quarter of 2012 respectively.⁴ Because the SPS Agreements were filed separately with the Commission for acceptance and have been superseded by conforming agreements, SPP submits this notice of cancellation to the Commission.

II. Effective Date and Waiver

SPP requests an effective date of January 1, 2012 for the cancellation of the SPS Agreements. To permit such an effective date, SPP also requests a waiver of the Commission’s sixty day notice requirement.⁵ Good cause exists for such waiver because January 1, 2012 coincides with the effective date of Service Agreement 1910R2 that superseded the SPS Agreements and pursuant to which SPS would take Network Integration Transmission Service from SPP. The Commission has previously granted waiver of the sixty day notice requirement for other notices of cancellation of agreements to allow the effective date of the termination to coincide with the effective date of the superseding agreement.⁶

III. Service

⁴ See *Revised Public Utility Filing Requirements*, Order No. 2001, 2001-2005 FERC Stats. & Regs., Regs. Preambles ¶ 31,127, *reh’g denied*, Order No. 2001-A, 100 FERC ¶ 61,074, *reconsideration and clarification denied*, Order No. 2001-B, 100 FERC ¶ 61,342, *enforcing*, Order No. 2001-C, 101 FERC ¶ 61,314 (2002), *enforcing*, Order No. 2001-D, 102 FERC ¶ 61,334, *order on clarification*, Order No. 2001-E, 105 FERC ¶ 61,352 (2003), *order on clarification*, Order No. 2001-F, 106 FERC ¶ 61,060 (2004), *order adopting EQR data dictionary*, Order No. 2001-G, 120 FERC ¶ 61,270, *order on reh’g and clarification*, Order No. 2001-H, 121 FERC ¶ 61,289 (2007), *order revising EQR data dictionary*, Order No. 2001-I, III FERC Stats. & Regs., Regs. Preambles ¶ 31,282 (2008).

⁵ See 18 C.F.R. § 35.15(a).

⁶ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-1363-000 (June 18, 2013); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-2607-000 (Nov. 2, 2012).

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SPP is serving a copy of this filing on the representatives for SPS listed in the SPS Agreements.

IV. 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:

Tessie Kentner
Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223
Telephone: (501) 688-1782
tkentner@spp.org

Nicole Wagner
Manager - Regulatory Policy
Southwest Power Pool, Inc.
201 Worthen Drive
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Respectfully submitted,

/s/ Tessie Kentner
Tessie Kentner

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

Southwest Power Pool, Inc.
First Revised Service Agreement No. 1910

SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE BY
AND BETWEEN SOUTHWEST POWER POOL AND SOUTHWESTERN PUBLIC SERVICE
COMPANY

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 29th day of October, 2010, by and between Southwestern Public Service Company ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission") as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

- 1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer's Network Resources that the Network Customer has committed to meet its load.

- 2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.
- 3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.
- 4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through January 1, 2034. Thereafter, it will continue from year to year unless terminated by the Network Customer or the Transmission Provider by giving the other one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the Network Customer remains responsible for any outstanding charges including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.
- 5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool, Inc. (Transmission Provider):

Carl Monroe

415 N. McKinley, 140 Plaza West

Little Rock, AR 72205

Email Address: cmonroe@spp.org

Phone Number: 501-614-3218

Network Customer:

Thomas A. Imbler

Vice President, Commercial Operations, Xcel Energy

Services Inc. as Agent for Southwestern Public Service

Company

1800 Larimer Street, Suite 1000

Denver, CO 80202

Email Address: Thomas.a.imbler@xcelenergy.com

Phone Number: 303-571-7414

- 7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.
- 8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.
- 9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER

NETWORK CUSTOMER

Signature /s/ Carl Monroe

Signature /s/ Thomas A. Imbler

Printed Name Carl Monroe

 Thomas A. Imbler

Title EVP & COO

Title: Vice President, Commercial
Operations, Xcel Energy Services
Inc. as Agent for Southwestern
Public Service Company

Date 11/18/2010

Date 11/15/2010

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE
AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND SOUTHWESTERN PUBLIC SERVICE
COMPANY
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE**

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load in the Southwestern Public Service Company Control Area as listed in Appendix 3.

The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer's load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Control Areas and Intervening Systems Providing Transmission Service

The affected control area is Southwestern Public Service Company. The intervening systems providing transmission service are none.

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of Southwestern Public Service Company identified in Section 2.0 hereof as the Network Load are electrically located within the Southwestern Public Service Company Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of Southwestern Public Service Company identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge per Section 34 and Part V of the Tariff.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

- a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.
- b) Tariff Administration Service per Schedule 1-A of the Tariff.
- c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.
- d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.
- e) Energy Imbalance Service per Schedule 4 of the Tariff.

- f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.
- g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses - Transmission

The Network Customer shall replace losses in accordance with Attachment M of the Tariff.

8.6 Real Power Losses - Distribution

8.7 Power Factor Correction Charge

8.8 Redispatch Charge

Redispatch charges shall be in accordance with Section 33.3 of the Tariff.

8.9 Wholesale Distribution Service Charge

8.10 Network Upgrade Charges

In addition to all other applicable charges, Network Customer shall pay remaining monthly revenue requirements of \$48,083.80 from January 1, 2010 – January 1, 2012 for a total of \$1,154,011.20 for remaining revenue requirements required for the Green Country Network Resource confirmed on transmission service requests 974790, 974791, 974793, 974797.

The revenue requirement for American Electric Power transmission facility upgrade is \$20,762.84/month for the Explorer Glenpool-Riverside Station 138kV upgrade. The revenue requirements for Oklahoma Gas and Electric's transmission facility upgrades are \$9015.88/month for the Beeline-Explorer Glenpool 138kV upgrade, and \$18,305.08/month for the Explorer Glenpool-Riverside Station 138kV upgrade.

These upgrades were required to provide firm Point-To-Point Service to Southwestern Public Service Company under transmission service requests 974790, 974791, 974793, 974797.

8.11 Meter Data Processing Charge

8.12 Other Charges

9.0 Credit for Network Customer-Owned Transmission Facilities

10.0 Designation of Parties Subject to Reciprocal Service Obligation

11.0 Other Terms and Conditions

APPENDIX 1

**Network Resources of
Southwestern Public Service Company**

**APPENDIX 1 SOUTHWESTERN PUBLIC SERVICE COMPANY NETWORK
RESOURCES**

Network Resource	Maximum Net Dependable Capacity		Location (County and State)/Comments
	Summer (MW)	Winter (MW)	
Owned Resources			
Carlsbad 5	11	13	Eddy Co., New Mexico
Cunningham 1	72	71	Lea Co., New Mexico
Cunningham 2	187	196	Lea Co., New Mexico
Cunningham 3	107	110	Lea Co., New Mexico
Cunningham 4	111	110	Lea Co., New Mexico
Harrington 1	345	346	Potter Co, Texas
Harrington 2	345	360	Potter Co, Texas
Harrington 3	341	360	Potter Co, Texas
Jones 1	243	243	Lubbock Co, Texas
Jones 2	243	243	Lubbock Co., Texas
Maddox 1	119	118	Lea Co., New Mexico
Maddox 2	64	64.7	Lea Co., New Mexico
Moore County 3	47	48	Moore Co, Texas
Nichols 1	105	107	Potter Co, Texas
Nichols 2	103	106	Potter Co, Texas
Nichols 3	240	244	Potter Co, Texas
Plant X 1	43	48	Lamb Co., Texas
Plant X 2	92	102	Lamb Co., Texas
Plant X 3	95	103	Lamb Co., Texas
Plant X 4	187	189	Lamb Co., Texas
Riverview 6	23	23	Hutchinson Co., Texas
Tolk 1	530	540	Lamb Co., Texas
Tolk 2	535	540	Lamb Co., Texas
Tucumcari 3	0	0	Quay Co., New Mexico
Tucumcari 9	0	0	Quay Co., New Mexico
Purchased Resources			
Public Service Colorado Joint Ownership Agreement	210	210	Delivered on SWPP #73720759 from LAM345 to SPS
GreenCountry	200	200	Tulsa Co, Oklahoma, Exelon Green Country contract delivered on SWPP #73719657
Blackhawk Station 1	112	112	Hutchinson Co., Texas
Blackhawk Station 2	112	112	Hutchinson Co., Texas
Cooke 1	40	40	Lubbock Co, Texas
Cooke 2	44	44	Lubbock Co, Texas

Network Resource	Maximum Net Dependable Capacity		Location (County and State)/Comments
	Summer (MW)	Winter (MW)	
Cooke GT1	10	10	Lubbock Co, Texas
Cooke GT2	15	15	Lubbock Co, Texas
Cooke GT3	15	15	Lubbock Co, Texas
Brandon/Massengale ST6	18	18	Lubbock Co, Texas
Brandon GT3	21	21	Lubbock Co, Texas
Brandon/Massengale GT8+ST7	55	55	Lubbock Co, Texas
Borger Carbon Black (Capacity)	16	16	Hutchinson Co., Texas
Hobbs Generating Station	510	604	Lea Co., New Mexico
Richardson Carbon Black Plant	8.5	8.5	Hutchinson Co., Texas
Hansford County	0	0	Hansford Co., Texas 1MW of firm transmission rights
Caprock	0	0	Quay Co., New Mexico 80MW of firm transmission rights
White Deer	0	0	Carson Co., Texas 80MW of firm transmission rights
Aeolus: Hansford County	0	0	Hansford Co., Texas 3MW of firm transmission rights
San Juan Mesa Wind: Padoma	0	0	Chavez & Roosevelt Co., New Mexico 120MW of firm transmission rights
Llano Estacado	0	0	Curry Co., New Mexico 2MW of firm transmission rights
Wildorado I	0	0	Oldham Co., Texas 161MW of firm transmission rights

Appendix 2

**Receipt Points of
Southwestern Public Service Company**

APPENDIX 2 SOUTHWESTERN PUBLIC SERVICE COMPANY RECEIPT POINTS

Tieline / Plant Name	Ownership	Voltage (kV)
Carlsbad 5	SPS	13.8
Cunningham 1	SPS	13.8
Cunningham 2	SPS	20
Cunningham 3	SPS	13.8
Cunningham 4	SPS	13.8
Harrington 1	SPS	24
Harrington 2	SPS	24
Harrington 3	SPS	24
Jones 1	SPS	22
Jones 2	SPS	22
Maddox 1	SPS	13.8
Maddox 2	SPS	13.8
Moore County 3	SPS	13.8
Nichols 1	SPS	13.8
Nichols 2	SPS	13.8
Nichols 3	SPS	22
Plant X 1	SPS	13.8
Plant X 2	SPS	13.8
Plant X 3	SPS	13.8
Plant X 4	SPS	20
Riverview 6	SPS	13.8
Tolk 1	SPS	24
Tolk 2	SPS	24
Tucumcari 3	SPS	4.16
Tucumcari 9	SPS	12.47
GreenCountry	Exelon/Constellation	345
Aeolus: Hansford County	SPS	34.5
Blackhawk Station 1	SPS	115
Blackhawk Station 2	SPS	115
Caprock	SPS	115
Cooke 1	SPS	230
Cooke 2	SPS	230
Cooke GT1	SPS	230
Cooke GT2	SPS	230
Cooke GT3	SPS	230
Brandon/Massengale ST6	SPS	230
Brandon GT3	SPS	230
Brandon/Massengale GT8+ST7	SPS	230
Borger Carbon Black (Capacity)	SPS	69
Hobbs Generating Station	SPS	230
White Deer	SPS	115
NWP: Hansford County	SPS	Distribution
San Juan Mesa Wind: Padoma	SPS	230
Sid Richardson	SPS	69
Llano Estacado	SPS	22.8
Wildorado I	SPS	230
PSCo JOA	SPS	345

Tieline / Plant Name	Ownership	Voltage (kV)
PNM	SPS	230

Appendix 3

**Delivery Points of
Southwestern Public Service Company**

**APPENDIX 3 SOUTHWESTERN PUBLIC SERVICE COMPANY DELIVERY
POINTS**

Delivery Point Name	Ownership	Voltage (kV)
HILMARCHZ 3	SPS	115
VALERO 3	SPS	115
ROCKYPOINT 2	UE	69
CPCOKER 3	SPS	115
Q_RYTON_TP 3	SPS	115
PHILLPREF1 2	SPS	69
PHILLPREF2 2	SPS	69
MCCLELLAN 3	SPS	115
MIDSTRM_TP 3	SPS	115
PANTEX_N 3	SPS	115
PANTEX_S 3	SPS	115
ASARCO 3	SPS	115
ASARCO 3	SPS	115
YARNELL 3	SPS	115
PANDAHFD 3	SPS	115
CARGILL 3	UE	115
N_CLOVIS 3	SPS	115
W_CLOVIS 3	SPS	115
AMOCO_CRYO 3	SPS	115
AMOCO_SS 6	SPS	230
AMOCOWASSON6	SPS	230
UNION_TX 2	SPS	69
PHIL_PMP 2	SPS	69
ARCO_WILRD 3	SPS	115
ODC 3	SPS	115
SHELL_GAS 3	SPS	115
EL_PASO 3	SPS	115
SAN_ANDRES 3	SPS	115
ROZ 3	SPS	115
AMERADA 3	SPS	115
MDAMR&AMFRA2	SPS	115
MAPCO 3	SPS	115
CUNNINHAM 3	SPS	115
KERMAC 2	SPS	69
IMC_#2 2	SPS	69
IMC_#1 3	SPS	115
ENRON 3	SPS	115
NA_ENRICH 3	SPS	115
BOOKER 2	SPS	69
BOOKER 2	SPS	69

Delivery Point Name	Ownership	Voltage (kV)
TXFARMS 3	SPS	115
WADE 2	SPS	69
PERRYTON 2	SPS	69
PERRYTON 3	SPS	115
PERRYTON 3	SPS	115
SHERMAN 1	SPS	115
SPEARMAN 1	SPS	115
SPEARMNSUB 3	SPS	115
SPEARMNSUB 3	SPS	115
DALHART 2	SPS	69
DALHART 2	SPS	69
DALHART 2	SPS	69
ETTER 1	SPS	115
ETTER 1	SPS	115
MOORE_E 1	SPS	115
DUMAS_19ST 1	SPS	115
DUMAS_19ST 3	SPS	115
EXELL 3	SPS	115
FAIN 3	SPS	115
HERRING 3	SPS	115
RIVERVIEW 3	SPS	115
CRMWA_#1 3	SPS	115
CRMWA_#2 3	SPS	115
CRMWA_#3 3	SPS	115
CRMWA_#4 3	SPS	115
INDUSTRIAL 2	SPS	69
CAMEX/TRNSP2	SPS	69
CAMEX/TRNSP2	SPS	69
FRITCH 3	SPS	115
MEREDITH 3	SPS	115
PHILLPREF1 2	SPS	69
PHILLPREF2 2	SPS	69
SPRINGCREEK2	SPS	69
W_BORGER 3	SPS	115
WEATHERLY 2	SPS	69
ROBERTS 2	SPS	69
CANADIAN 2	SPS	69
BUFFALO 2	SPS	69
BURNETT 2	SPS	69
ROXANA 2	SPS	69
DAMRON 2	SPS	69
CRMWA#22 2	SPS	69
CRMWA#21 2	SPS	69
CRMWA#21 2	SPS	69
CRMWA#23 2	SPS	69
KITE 2	SPS	69
LYONS 2	SPS	69
MCCULLOUGH 2	SPS	69
KINGSMILL 2	SPS	69
BOWERS 2	SPS	69
GRAVE 2	SPS	69

Delivery Point Name	Ownership	Voltage (kV)
GRAVE 3	SPS	115
MCLEAN 3	SPS	115
CLIFFSIDE 2	SPS	69
CHANNING 3	SPS	115
TASCOSA 3	SPS	115
VEGA 2	SPS	69
WILDORADO 2	SPS	69
CARSON_SUB 1	SPS	13
CHERRY 3	SPS	115
WHITAKER 3	SPS	115
HIGHLAND 3	SPS	115
CONWAY 3	SPS	115
BUSH 3	SPS	115
HASTINGS 2	SPS	69
VANBUREN#1 2	SPS	69
VANBUREN#2 2	SPS	69
EAST_PLANT 3	SPS	115
PIERCE 3	SPS	115
SONCY 2	SPS	69
LAWRENPRK1 2	SPS	69
LAWRENPRK2 2	SPS	69
MANHATTAN 3	SPS	115
OSAGE	SPS	115
WATERFIELD 2	SPS	69
SUNSET 3	SPS	115
PUCKETT 3	SPS	115
34TH_ST 3	SPS	115
COULTER 3	SPS	115
GEORGIA 3	SPS	115
GEORGIA 3	SPS	115
PULLMAN 3	SPS	115
SOUTHEAST 3	SPS	115
FARMERS 3	SPS	115
CROUSE_HIND3	SPS	115
ARROWHEAD 3	SPS	115
OWENSCORN 3	SPS	115
OWENSCORN 3	SPS	115
ESTACADO 3	SPS	115
ESTACADO 3	SPS	115
TUCUMCARI 3	SPS	115
CANYON_WEST3	SPS	115
CANYON_EAST3	SPS	115
PALO_DURO 3	SPS	115
SPRING_DRW 3	SPS	115
CENTRE_ST 2	SPS	69
DAWN 3	SPS	115
HEREFORD 2	SPS	69
DEAFSMITH 3	SPS	115
FRIONA 3	SPS	115
PARMER_CO 3	SPS	115
DIMMIT_E&S 2	SPS	69

Delivery Point Name	Ownership	Voltage (kV)
DIMMIT_E&S 2	SPS	69
N_CLOVIS 2	SPS	69
E_CLOVIS 2	SPS	69
W_CLOVIS 2	SPS	69
W_CLOVIS 2	SPS	69
CANNONAFB 3	SPS	115
NORRIS 3	SPS	115
CURRY 2	SPS	69
FARWELL 2	SPS	69
ROOSEVELT 3	SPS	115
ZODIAC 2	SPS	69
PORTALES#1 2	SPS	69
PORTALES#2 2	SPS	69
PORTALES#2 2	SPS	69
S_PORTALES 2	SPS	69
PORT_EFDC 2	SPS	69
MARKET_ST 2	SPS	69
LARIAT 2	SPS	69
W_MULESHOE 2	SPS	69
MULESH_CTY 2	SPS	69
MULESH_VALY2	SPS	69
MULESH_VALY2	SPS	69
BAILEYCO 2	SPS	69
BAILEY_PMP 2	SPS	69
HART_INDUST2	SPS	69
HAPPY_CTY 2	SPS	69
HAPPY_INT 2	SPS	69
SHAMRCK_PMP2	SPS	69
KRESS_RURL 2	SPS	69
BRISCOE 2	SPS	69
N_PLAINVEW 2	SPS	69
W_PLAINVEW 2	SPS	69
PLAINVW_CTY2	SPS	69
PLAINVW_CTY2	SPS	69
WESTRIDGE 2	SPS	69
S_PLAINVEW 2	SPS	69
E_PLAINVEW 2	SPS	69
AIKEN_RURL 2	SPS	69
LOCKNEY 2	SPS	69
LOCKNEY 2	SPS	69
SPRINGLAKE 2	SPS	69
OLTON 2	SPS	69
PLANTX 3	SPS	115
SUDANRURAL 2	SPS	69
AMHERST 2	SPS	69
W_LITTLFLD 2	SPS	69
LTFLD_S&CTY2	SPS	69
LTFLD_S&CTY2	SPS	69
BAINER 2	SPS	69
W_ANTON 2	SPS	69
HOBGOOD 2	SPS	69

Delivery Point Name	Ownership	Voltage (kV)
PUMP/YH 2	SPS	69
PUMP/YH 2	SPS	69
MIDAMERI#2 2	SPS	69
WHITHARRAL 2	SPS	69
COUNTYLINE 2	SPS	69
HALECENTER 2	SPS	69
IRICK 2	SPS	69
BARWISE 2	SPS	69
S_FLOYDADA 2	SPS	69
TUCO_INT 2	SPS	69
ALLMON 2	SPS	69
WHITE&MONRO2	SPS	69
WHITE&MONRO2	SPS	69
HENDRICKS 2	SPS	69
MORTON 2	SPS	69
WHITEFACE 2	SPS	69
ELLWOOD 2	SPS	69
COBLE 2	SPS	69
LEVELLAND 2	SPS	69
LEVELLAND 2	SPS	69
E_LEVELLAND2	SPS	69
VICKERS 2	SPS	69
INDIANA 3	SPS	115
CARLISLE 3	SPS	115
MURPHY 3	SPS	115
LEHMAN 3	SPS	115
MIDDLETON 2	SPS	69
MALLET 2	SPS	69
TEXACO 2	SPS	69
ZAVALLA 2	SPS	69
SLAUGHTER 2	SPS	69
PACIFIC 3	SPS	115
SLATON 2	SPS	69
SLATON 2	SPS	69
SOUTHLAND 2	SPS	69
DIEKEMPER 2	SPS	69
GARZA 2	SPS	69
GARZA 2	SPS	69
GARZA 2	SPS	69
LYNN_CNTY 2	SPS	69
YANCY_SUB 2	SPS	69
BROWNFIELD 2	SPS	69
GOODPASTURE2	SPS	69
PRENTICE 3	SPS	115
PRENTICE 3	SPS	115
TOKIO 2	SPS	69
KINNEY 2	SPS	69
WELLMAN 2	SPS	69
BENNETT 3	SPS	115
ALLRD&CORTZ3	SPS	115
ALLRD&CORTZ3	SPS	115

Delivery Point Name	Ownership	Voltage (kV)
SHELL_C2 3	SPS	115
SHELLC3 3	SPS	115
DC_EAST 2	SPS	69
WASSON 2	SPS	69
JAYBEE 2	SPS	69
MOSS 2	SPS	69
OZRK_MAH02 2	SPS	69
CEDARLAKE 2	SPS	69
ADAIR 2	SPS	69
RUSSELL 3	SPS	115
RUSSELL 3	SPS	115
MDAMR&AMFRA2	SPS	69
RILEY 2	SPS	69
DOSS 2	SPS	69
DOSS 2	SPS	69
BOARDMAN 2	SPS	69
FLANNAGAN 2	SPS	69
TENNECO 2	SPS	69
URTON 3	SPS	115
PRICE 2	SPS	69
ROSWELL_CTY3	SPS	115
ROSWELL_CTY3	SPS	115
BRASHER 3	SPS	115
CAPITAN 2	SPS	69
SAMSON 3	SPS	115
RIAC 2	SPS	69
RIAC 2	SPS	69
RIAC 2	SPS	69
RIAC 2	SPS	69
TWEEDY 3	SPS	115
DEXTER 2	SPS	69
DEXTER 2	SPS	69
COTTONWOOD 2	SPS	69
SMITH 2	SPS	69
NAVAJO_3 3	SPS	115
NAVAJO_2 2	SPS	69
NAVAJO_1 2	SPS	69
NAVAJO_4 3	SPS	115
NAVAJO_5 3	SPS	115
ARTESIA_TWN2	SPS	69
ARTESIA_W 2	SPS	69
ARTESIA_CC 2	SPS	69
ARTESIA_SR 2	SPS	69
PCA 2	SPS	69
PCA 2	SPS	69
LIVSTNRIDGE2	SPS	69
POTASH_JCT 2	SPS	69
DUVAL_#1 2	SPS	69
NMPOTASH 2	SPS	69
WIPP 3	SPS	115
WIPP 3	SPS	115

Delivery Point Name	Ownership	Voltage (kV)
SAND_DUNES 3	SPS	115
MISSCHEM#2 2	SPS	69
UNITEDSALT 2	SPS	69
DUVAL_#3 2	SPS	69
IMC_#4 2	SPS	69
IMC_#3 2	SPS	69
DELHI 2	SPS	69
DELHI 2	SPS	69
OCOTILLO 2	SPS	69
NTH_CANALTP3	SPS	115
FIESTA 3	SPS	115
CB_WTRFIELD2	SPS	69
WHITES_CTY 2	SPS	69
SLOV&NAVMAL2	SPS	69
SLOV&NAVMAL2	SPS	69
HOPISUB 2	SPS	69
OCHOA 3	SPS	115
BUCKEYE 3	SPS	115
PEARLE 3	SPS	115
LEA_NATIONL3	SPS	115
MALJMAR1&2 3	SPS	115
MALJMAR1&2 3	SPS	115
ZIA 3	SPS	115
MILLEN 3	SPS	115
NE_HOBBS 3	SPS	115
W_BENDER 3	SPS	115
N_HOBBS 3	SPS	115
N_HOBBS 3	SPS	115
E_SANGER 3	SPS	115
S_HOBBS 3	SPS	115
S_HOBBS 3	SPS	115
MONUMENT 3	SPS	115
LEA_ROAD 3	SPS	115
EUNICE 3	SPS	115
WARD 3	SPS	115
TEAGUE 3	SPS	115
WHITTEN 3	SPS	115
S_JAL 3	SPS	115
COOPER_RNCH3	SPS	115
DOLLARHIDE 3	SPS	115
OXYPERMIAN 3	SPS	115
BYRD 3	SPS	115
DRINKARD 3	SPS	115

ATTACHMENT G
Network Operating Agreement

This Network Operating Agreement ("Operating Agreement") is entered into this 29th day of October, 2010, by and between the Southwestern Public Service Company ("Network Customer"), Southwest Power Pool, Inc. ("Transmission Provider") and Southwestern Public Service Company ("Host Transmission Owner"). The Network Customer, Transmission Provider and Host Transmission Owner shall be referred to individually as a "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission");

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, the Host Transmission Owner owns the transmission facilities to which the Network Customer's Network Load is physically connected or is the Control Area to which the Network Load is dynamically scheduled;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement ("Service Agreement") under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein,
the Parties agree as follows:

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owner, and Network Customer will cooperate and the Host Transmission Owner and Network Customer will operate their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow the Host Transmission Owner and the Network Customer to operate their systems and Control Area and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

- 2.1 Each Party shall designate a representative and alternate ("Designated Representative(s)") from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.
- 2.2 The Designated Representatives shall represent the Transmission Provider, Host Transmission Owner, and Network Customer in all matters arising under this Operating Agreement and which may be delegated to them by mutual agreement of the Parties hereto.
- 2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Section 12.0 of the Tariff, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

- 3.1 The Network Customer must design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC, SPP, or any successor requirements, industry standards, criteria, and applicable manufacturer's equipment specifications, and within operating physical parameter ranges (voltage schedule, load power factor, and other parameters) required by the Host Transmission Owner and Transmission Provider.
- 3.2 The Host Transmission Owner and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.
- 3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of the Host Transmission Owner and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations is permitted either on a continuing basis or for intermittent switching or other service needs. Each Party shall exercise due diligence and reasonable care in maintaining and operating its facilities so as to maintain continuity of service.
- 3.4 The Host Transmission Owner and Network Customer shall operate their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards, SPP Criteria, and Good Utility Practice.
- 3.5 If the function of any Party's facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove the

cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.

- 3.6 The Transmission Provider and Host Transmission Owner, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System, limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.
- 3.7 In an emergency, the reasonable judgment of the Transmission Provider and Host Transmission Owner, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or Host Transmission Owner, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispatching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Host Transmission Owner, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

4.0 System Planning & Protection

- 4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Host Transmission Owner the following information:
- a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;
 - b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties

which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);

- c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and
- d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owner's Control Area.

This information is to be delivered to the Transmission Provider's and Host Transmission Owner's Designated Representatives pursuant to Section 2.0.

- 4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.
- 4.3 The Host Transmission Owner, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Host Transmission Owner will provide the following to the Network Customer:
 - a) A statement regarding the ability of the Host Transmission Owner's transmission system to meet the forecasted deliveries at each of the delivery points;
 - b) A detailed description of any constraints on the Host Transmission Owner's system within the five (5) year horizon that will restrict forecasted deliveries; and
 - c) In the event that studies reveal a potential limitation of the Transmission Provider's ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will

coordinate with the Designated Representatives of the Host Transmission Owner and the Network Customer to identify appropriate remedies for such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff.

For all other constraints the Host Transmission Owner, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff and with the Commission's rules, regulations, policies, and precedents then in effect. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff.

- 4.4 The Host Transmission Owner and the Network Customer shall coordinate with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party's system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.

- 4.5 The Network Customer shall coordinate with the Host Transmission Owner regarding the technical and engineering arrangements for the delivery points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities to avoid interruptions on the Host Transmission Owner's transmission system.
- 4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance with the SPP Criteria related to emergency operations.

5.0 Maintenance of Facilities

- 5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from the Host Transmission Owner's transmission system consistent with Good Utility Practice. The Transmission Provider or Host Transmission Owner, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer's failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Host Transmission Owner may seek as a result any appropriate relief from the Commission.
- 5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.
- 5.3 The Network Customer shall obtain: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with the Host Transmission Owner. The Network Customer shall notify the Transmission Provider and the Host Transmission

Owner as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

6.0 Scheduling Procedures

- 6.1 Prior to the beginning of each week, the Network Customer shall provide to the Transmission Provider expected hourly energy schedules for that week for all energy flowing into the Transmission System administered by Transmission Provider.
- 6.2 In accordance with Section 36 of the Tariff, the Network Customer shall provide to the Transmission Provider the Network Customer's hourly energy schedules for the next calendar day for all energy flowing into the Transmission System administered by the Transmission Provider. The Network Customer may modify its hourly energy schedules up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The hourly schedule must be stated in increments of 1000 kW per hour. The Network Customer shall submit, or arrange to have submitted, to the Transmission Provider a NERC transaction identification Tag where required by NERC Standard INT-001. These hourly energy schedules shall be used by the Transmission Provider to determine whether any Energy Imbalance Service charges, pursuant to Schedule 4 of the Tariff apply.

7.0 Ancillary Services

- 7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or Host Transmission Owner or, where applicable, self-supply or obtain these services from a third party.
- 7.2 Where the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services.
- 7.3 The Network Customer must designate the supplier of Ancillary Services.

8.0 Metering

- 8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment. The Network Customer shall permit the Transmission Provider's and Host Transmission Owner's representative to have access to the equipment at all reasonable hours and for any reasonable purpose, and shall not permit unauthorized persons to have access to the space housing the equipment. Meter owner will permit the Network Customer and/or Host Transmission Owner, as applicable, to remotely interrogate through read-only access any delivery point meter for the purpose of obtaining load data and other data, if available utilizing existing equipment. At the request of Network Customer, or Host Transmission Owner, the meter owner will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Host Transmission Owner, and provided that such equipment addition can be accomplished in a manner that does not interfere with the operation of meter owner's equipment or any Party's fulfillment of any statutory or contractual obligation.
- 8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the Transmission Provider or Host Transmission Owner, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such adjustment shall apply to the period over which the meter error is shown to have been in effect or, where such period is indeterminable, for one-half the period

since the prior meter test. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.

- 8.3 If the Network Customer is supplying energy to **retail** load that has a choice in its supplier, the Network Customer shall be responsible for providing all information required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1, and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

- 9.1 The Network Customer's connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system.
- 9.2 For all Network Resources of the Network Customer, the following generation telemetry readings to the Host Transmission Owner are required:
- 1) Analog MW;
 - 2) Integrated MWHRS/HR;
 - 3) Analog MVARs; and
 - 4) Integrated MVARHRS/HR.

10.0 Redispatching, Curtailment and Load Shedding

- 10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispatching of generation resources or curtailment of loads to relieve existing or potential transmission system constraints. The Network Customer shall submit verifiable incremental and decremental cost data from its Network Resources to the Transmission Provider. These costs will be used as the basis for least-cost redispatch. Information exchanged by the Parties under this article will be used for system redispatch only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency. The Network Customer shall respond immediately to requests for redispatch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as appropriate.
- 10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity for the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, the Host Transmission Owner shall notify the Network Customer's dispatcher or schedulers of the required action and the Network Customer shall comply immediately.
- 10.3 The Network Customer will coordinate with the Host Transmission Owner to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and the Host Transmission Owner shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

- 11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication.

11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and the Host Transmission Owner's Control Area.

12.0 Cost Responsibility

12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, Host Transmission Owner, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited to, engineering, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy.

12.2 The Network Customer shall be responsible for all costs incurred by Network Customer, Host Transmission Owner, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy. Such work shall include, but is not limited to, normal and extraordinary engineering, administrative and general expenses, material and labor expenses associated with the specifications, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0 Billing and Payments

Billing and Payments shall be in accordance with Section 7 of the Tariff.

14.0 Dispute Resolution

Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff, or otherwise, as mutually agreed by the Parties.

15.0 Assignment

This Operating Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Parties. Such written consent shall not be unreasonably withheld.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas, except laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff shall control.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the Transmission Provider or a Transmission Owner unilaterally to file with the Commission, or make application to the Commission for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this

Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement.

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission (“Effective Date”), and shall continue in effect until the Tariff or the Network Customer’s Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating Agreement shall be in writing, unless otherwise specifically provided herein, and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

TRANSMISSION PROVIDER

Southwest Power Pool, Inc.

Carl Monroe

Executive Vice President and Chief Operating Officer

415 North McKinley, #140 Plaza West

Little Rock, AR 72205-3020

501-614-3218 Phone

501-664-9553 Fax

cmonroe@spp.org

HOST TRANSMISSION OWNER

Southwestern Public Service Company

William A. Grant

Manager, Transmission Control Center

Southwestern Public Service Company

6086 W. 48th Avenue

Amarillo, TX 79109

806-640-6306 Phone

806-640-6349 Fax

william.a.grant@xcelenergy.com

NETWORK CUSTOMER

Thomas A. Imbler

Vice President, Commercial Operations, Xcel Energy Services Inc. as Agent for
Southwestern Public Service Company

1800 Larimer Street, Suite 1000

Denver, CO 80202

303-571-7414 Phone

303-571-7021 Fax

thomas.a.imbler@xcelenergy.com

Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

- 20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.

21.0 Execution in Counterparts

This Operating Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Operating Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

TRANSMISSION PROVIDER

HOST TRANSMISSION OWNER

/s/ Carl Monroe
Signature

/s/ Ian R. Benson
Signature

Carl Monroe
Printed Name

Ian R. Benson
Printed Name

EVP & COO
Title

Director, Transmission Business
Relations & Asset Management
Title

11/18/2010
Date

11/11/2010
Date

NETWORK CUSTOMER

/s/ Thomas A. Imbler
Signature

Thomas A. Imbler
Printed Name

Vice President, Commercial Operations,
Xcel Energy Services Inc. as Agent for
Southwestern Public Service Company
Title

11/15/2010
Date

FERC rendition of the electronically filed tariff records in Docket No. ER14-00027-000

Filing Data:

CID: C000771

Filing Title: 1910R1 SPS NITSA and NOA Notice of Cancellation

Company Filing Identifier: 610

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: Service Agreements Tariff

Tariff ID: 16

Payment Confirmation:

Suspension Motion:

Tariff Record Data:

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

1910R1 SPSC NITSA Cancel, 1910R1 Southwestern Public Service Company NITSA and NOA, 1.0.0, A

Record Narrative Name: 1910R1 Southwestern Public Service Company NITSA & NOA Cancellation

Tariff Record ID: 34

Tariff Record Collation Value: 1887470004 Tariff Record Parent Identifier: 0

Proposed Date: 2012-01-01

Priority Order: 500

Record Change Type: CANCEL

Record Content Type: 1

Associated Filing Identifier:

Southwest Power Pool, Inc.

First Revised Service Agreement No. 1910

**SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE
BY AND BETWEEN SOUTHWEST POWER POOL AND SOUTHWESTERN PUBLIC
SERVICE COMPANY**

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 29th day of October, 2010, by and between Southwestern Public Service Company ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission") as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

- 1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer's Network Resources that the Network Customer has committed to meet its load.
- 2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.
- 3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.
- 4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through January 1, 2034. Thereafter, it will continue from year to year unless terminated by the Network Customer or the Transmission Provider by giving the other one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the

Network Customer remains responsible for any outstanding charges including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.

5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool, Inc. (Transmission Provider):

Carl Monroe

415 N. McKinley, 140 Plaza West

Little Rock, AR 72205

Email Address: cmonroe@spp.org

Phone Number: 501-614-3218

Network Customer:

Thomas A. Imbler

Vice President, Commercial Operations, Xcel

Energy Services Inc. as Agent for Southwestern

Public Service Company

1800 Larimer Street, Suite 1000

Denver, CO 80202

Email Address: Thomas.a.imbler@xcelenergy.com

Phone Number: 303-571-7414

7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound

- by the terms and conditions of this Service Agreement.
- 8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.
- 9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER

NETWORK CUSTOMER

Signature /s/ Carl Monroe

Signature /s/ Thomas A.

Imbler

Printed Name Carl Monroe

Thomas A. Imbler

Title EVP & COO

Title: Vice President,

Commercial

Operations, Xcel Energy

Services

Inc. as Agent for

Southwestern

Public Service Company

Date 11/18/2010

Date 11/15/2010

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION
SERVICE AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND SOUTHWESTERN PUBLIC
SERVICE COMPANY
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION
SERVICE**

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load in the Southwestern Public Service Company Control Area as listed in Appendix 3.

The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer's load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Control Areas and Intervening Systems Providing Transmission Service

The affected control area is Southwestern Public Service Company. The intervening systems providing transmission service are none.

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of Southwestern Public Service Company identified in Section 2.0 hereof as the Network Load are electrically located within the Southwestern Public Service Company Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of Southwestern Public Service Company identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge per Section 34 and Part V of the Tariff.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

- a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.
- b) Tariff Administration Service per Schedule 1-A of the Tariff.
- c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.
- d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.
- e) Energy Imbalance Service per Schedule 4 of the Tariff.
- f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.
- g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4,

with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

- 8.4.2** In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.
- 8.4.3** When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.
- 8.4.4** All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.
- 8.5 Real Power Losses - Transmission**
- The Network Customer shall replace losses in accordance with Attachment M of the Tariff.
- 8.6 Real Power Losses - Distribution**
- 8.7 Power Factor Correction Charge**
- 8.8 Redispatch Charge**
- Redispatch charges shall be in accordance with Section 33.3 of the Tariff.
- 8.9 Wholesale Distribution Service Charge**
- 8.10 Network Upgrade Charges**
- In addition to all other applicable charges, Network Customer shall pay remaining monthly revenue requirements of \$48,083.80 from January 1, 2010 – January 1, 2012 for a total of \$1,154,011.20 for remaining revenue requirements required for the Green Country Network Resource confirmed on transmission service requests 974790, 974791, 974793, 974797.

The revenue requirement for American Electric Power transmission facility upgrade is \$20,762.84/month for the Explorer Glenpool-Riverside Station 138kV upgrade. The revenue requirements for Oklahoma Gas and Electric's transmission facility upgrades are \$9015.88/month for the Beeline-Explorer Glenpool 138kV upgrade, and \$18,305.08/month for the Explorer Glenpool-Riverside Station 138kV upgrade.

These upgrades were required to provide firm Point-To-Point Service to Southwestern Public Service Company under transmission service requests 974790, 974791, 974793, 974797.

8.11 Meter Data Processing Charge

8.12 Other Charges

9.0 Credit for Network Customer-Owned Transmission Facilities

10.0 Designation of Parties Subject to Reciprocal Service Obligation

11.0 Other Terms and Conditions

APPENDIX 1

**Network Resources of
Southwestern Public Service Company**

**APPENDIX 1 SOUTHWESTERN PUBLIC SERVICE COMPANY NETWORK
RESOURCES**

Network Resource	Maximum Net Dependable Capacity		Location (County and State)/Comments
	Summer (MW)	Winter (MW)	
Owned Resources			
Carlsbad 5	11	13	Eddy Co., New Mexico
Cunningham 1	72	71	Lea Co., New Mexico
Cunningham 2	187	196	Lea Co., New Mexico
Cunningham 3	107	110	Lea Co., New Mexico
Cunningham 4	111	110	Lea Co., New Mexico
Harrington 1	345	346	Potter Co, Texas
Harrington 2	345	360	Potter Co, Texas
Harrington 3	341	360	Potter Co, Texas
Jones 1	243	243	Lubbock Co, Texas
Jones 2	243	243	Lubbock Co., Texas
Maddox 1	119	118	Lea Co., New Mexico
Maddox 2	64	64.7	Lea Co., New Mexico
Moore County 3	47	48	Moore Co, Texas
Nichols 1	105	107	Potter Co, Texas
Nichols 2	103	106	Potter Co, Texas
Nichols 3	240	244	Potter Co, Texas
Plant X 1	43	48	Lamb Co., Texas
Plant X 2	92	102	Lamb Co., Texas
Plant X 3	95	103	Lamb Co., Texas
Plant X 4	187	189	Lamb Co., Texas
Riverview 6	23	23	Hutchinson Co., Texas
Tolk 1	530	540	Lamb Co., Texas
Tolk 2	535	540	Lamb Co., Texas
Tucumcari 3	0	0	Quay Co., New Mexico
Tucumcari 9	0	0	Quay Co., New Mexico
Purchased Resources			
Public Service Colorado Joint Ownership Agreement	210	210	Delivered on SWPP #73720759 from LAM345 to SPS
GreenCountry	200	200	Tulsa Co, Oklahoma, Exelon Green Country contract delivered on SWPP #73719657
Blackhawk Station 1	112	112	Hutchinson Co., Texas
Blackhawk Station 2	112	112	Hutchinson Co., Texas
Cooke 1	40	40	Lubbock Co, Texas
Cooke 2	44	44	Lubbock Co, Texas
Cooke GT1	10	10	Lubbock Co, Texas
Cooke GT2	15	15	Lubbock Co, Texas

Cooke GT3	15	15	Lubbock Co, Texas
Brandon/Massengale ST6	18	18	Lubbock Co, Texas
Brandon GT3	21	21	Lubbock Co, Texas
Brandon/Massengale GT8+ST7	55	55	Lubbock Co, Texas
Borger Carbon Black (Capacity)	16	16	Hutchinson Co., Texas
Hobbs Generating Station	510	604	Lea Co., New Mexico
Richardson Carbon Black Plant	8.5	8.5	Hutchinson Co., Texas
Hansford County	0	0	Hansford Co., Texas 1MW of firm transmission rights
Caprock	0	0	Quay Co., New Mexico 80MW of firm transmission rights
White Deer	0	0	Carson Co., Texas 80MW of firm transmission rights
Aeolus: Hansford County	0	0	Hansford Co., Texas 3MW of firm transmission rights
San Juan Mesa Wind: Padoma	0	0	Chavez & Roosevelt Co., New Mexico 120MW of firm transmission rights
Llano Estacado	0	0	Curry Co., New Mexico 2MW of firm transmission rights
Wildorado I	0	0	Oldham Co., Texas 161MW of firm transmission rights

Appendix 2

Receipt Points of

Southwestern Public Service Company

**APPENDIX 2 SOUTHWESTERN PUBLIC SERVICE COMPANY RECEIPT
POINTS**

Tieline / Plant Name	Ownership	Voltage (kV)
Carlsbad 5	SPS	13.8
Cunningham 1	SPS	13.8
Cunningham 2	SPS	20
Cunningham 3	SPS	13.8
Cunningham 4	SPS	13.8
Harrington 1	SPS	24
Harrington 2	SPS	24
Harrington 3	SPS	24
Jones 1	SPS	22
Jones 2	SPS	22
Maddox 1	SPS	13.8
Maddox 2	SPS	13.8
Moore County 3	SPS	13.8
Nichols 1	SPS	13.8
Nichols 2	SPS	13.8
Nichols 3	SPS	22
Plant X 1	SPS	13.8
Plant X 2	SPS	13.8
Plant X 3	SPS	13.8
Plant X 4	SPS	20
Riverview 6	SPS	13.8
Tolk 1	SPS	24
Tolk 2	SPS	24
Tucumcari 3	SPS	4.16
Tucumcari 9	SPS	12.47
GreenCountry	Exelon/Constellation	345
Aeolus: Hansford County	SPS	34.5
Blackhawk Station 1	SPS	115
Blackhawk Station 2	SPS	115
Caprock	SPS	115
Cooke 1	SPS	230
Cooke 2	SPS	230
Cooke GT1	SPS	230
Cooke GT2	SPS	230
Cooke GT3	SPS	230
Brandon/Massengale ST6	SPS	230
Brandon GT3	SPS	230
Brandon/Massengale GT8+ST7	SPS	230
Borger Carbon Black (Capacity)	SPS	69
Hobbs Generating Station	SPS	230
White Deer	SPS	115
NWP: Hansford County	SPS	Distribution
San Juan Mesa Wind: Padoma	SPS	230
Sid Richardson	SPS	69
Llano Estacado	SPS	22.8

Wildorado I	SPS	230
PSCo JOA	SPS	345
PNM	SPS	230

Appendix 3

**Delivery Points of
Southwestern Public Service Company**

**APPENDIX 3 SOUTHWESTERN PUBLIC SERVICE COMPANY DELIVERY
POINTS**

Delivery Point Name	Ownership	Voltage (kV)
HILMARCHZ 3	SPS	115
VALERO 3	SPS	115
ROCKYPOINT 2	UE	69
CPCOKER 3	SPS	115
Q_RYTON_TP 3	SPS	115
PHILLPREF1 2	SPS	69
PHILLPREF2 2	SPS	69
MCCLELLAN 3	SPS	115
MIDSTRM_TP 3	SPS	115
PANTEX_N 3	SPS	115
PANTEX_S 3	SPS	115
ASARCO 3	SPS	115
ASARCO 3	SPS	115
YARNELL 3	SPS	115
PANDAHFD 3	SPS	115
CARGILL 3	UE	115
N_CLOVIS 3	SPS	115
W_CLOVIS 3	SPS	115
AMOCO_CRYO 3	SPS	115
AMOCO_SS 6	SPS	230
AMOCOWASSON6	SPS	230
UNION_TX 2	SPS	69
PHIL_PMP 2	SPS	69
ARCO_WILRD 3	SPS	115
ODC 3	SPS	115
SHELL_GAS 3	SPS	115
EL_PASO 3	SPS	115
SAN_ANDRES 3	SPS	115
ROZ 3	SPS	115
AMERADA 3	SPS	115
MDAMR&AMFRA2	SPS	115
MAPCO 3	SPS	115
CUNNINHAM 3	SPS	115
KERMAC 2	SPS	69
IMC_#2 2	SPS	69
IMC_#1 3	SPS	115
ENRON 3	SPS	115
NA_ENRICH 3	SPS	115
BOOKER 2	SPS	69
BOOKER 2	SPS	69

TXFARMS 3	SPS	115
WADE 2	SPS	69
PERRYTON 2	SPS	69
PERRYTON 3	SPS	115
PERRYTON 3	SPS	115
SHERMAN 1	SPS	115
SPEARMAN 1	SPS	115
SPEARMNSUB 3	SPS	115
SPEARMNSUB 3	SPS	115
DALHART 2	SPS	69
DALHART 2	SPS	69
DALHART 2	SPS	69
ETTER 1	SPS	115
ETTER 1	SPS	115
MOORE_E 1	SPS	115
DUMAS_19ST 1	SPS	115
DUMAS_19ST 3	SPS	115
EXELL 3	SPS	115
FAIN 3	SPS	115
HERRING 3	SPS	115
RIVERVIEW 3	SPS	115
CRMWA_#1 3	SPS	115
CRMWA_#2 3	SPS	115
CRMWA_#3 3	SPS	115
CRMWA_#4 3	SPS	115
INDUSTRIAL 2	SPS	69
CAMEX/TRNSP2	SPS	69
CAMEX/TRNSP2	SPS	69
FRITCH 3	SPS	115
MEREDITH 3	SPS	115
PHILLPREF1 2	SPS	69
PHILLPREF2 2	SPS	69
SPRINGCREEK2	SPS	69
W_BORGER 3	SPS	115
WEATHERLY 2	SPS	69
ROBERTS 2	SPS	69
CANADIAN 2	SPS	69
BUFFALO 2	SPS	69
BURNETT 2	SPS	69
ROXANA 2	SPS	69
DAMRON 2	SPS	69
CRMWA#22 2	SPS	69
CRMWA#21 2	SPS	69
CRMWA#21 2	SPS	69
CRMWA#23 2	SPS	69
KITE 2	SPS	69
LYONS 2	SPS	69
MCCULLOUGH 2	SPS	69
KINGSMILL 2	SPS	69
BOWERS 2	SPS	69
GRAVE 2	SPS	69
GRAVE 3	SPS	115
MCLEAN 3	SPS	115

CLIFFSIDE 2	SPS	69
CHANNING 3	SPS	115
TASCOSA 3	SPS	115
VEGA 2	SPS	69
WILDORADO 2	SPS	69
CARSON_SUB 1	SPS	13
CHERRY 3	SPS	115
WHITAKER 3	SPS	115
HIGHLAND 3	SPS	115
CONWAY 3	SPS	115
BUSH 3	SPS	115
HASTINGS 2	SPS	69
VANBUREN#1 2	SPS	69
VANBUREN#2 2	SPS	69
EAST_PLANT 3	SPS	115
PIERCE 3	SPS	115
SONCY 2	SPS	69
LAWRENPRK1 2	SPS	69
LAWRENPRK2 2	SPS	69
MANHATTAN 3	SPS	115
OSAGE	SPS	115
WATERFIELD 2	SPS	69
SUNSET 3	SPS	115
PUCKETT 3	SPS	115
34TH_ST 3	SPS	115
COULTER 3	SPS	115
GEORGIA 3	SPS	115
GEORGIA 3	SPS	115
PULLMAN 3	SPS	115
SOUTHEAST 3	SPS	115
FARMERS 3	SPS	115
CROUSE_HIND3	SPS	115
ARROWHEAD 3	SPS	115
OWENSCORN 3	SPS	115
OWENSCORN 3	SPS	115
ESTACADO 3	SPS	115
ESTACADO 3	SPS	115
TUCUMCARI 3	SPS	115
CANYON_WEST3	SPS	115
CANYON_EAST3	SPS	115
PALO_DURO 3	SPS	115
SPRING_DRW 3	SPS	115
CENTRE_ST 2	SPS	69
DAWN 3	SPS	115
HEREFORD 2	SPS	69
DEAFSMITH 3	SPS	115
FRIONA 3	SPS	115
PARMER_CO 3	SPS	115
DIMMIT_E&S 2	SPS	69
DIMMIT_E&S 2	SPS	69
N_CLOVIS 2	SPS	69
E_CLOVIS 2	SPS	69
W_CLOVIS 2	SPS	69

W_CLOVIS 2	SPS	69
CANNONAFB 3	SPS	115
NORRIS 3	SPS	115
CURRY 2	SPS	69
FARWELL 2	SPS	69
ROOSEVELT 3	SPS	115
ZODIAC 2	SPS	69
PORTALES#1 2	SPS	69
PORTALES#2 2	SPS	69
PORTALES#2 2	SPS	69
S_PORTALES 2	SPS	69
PORT_EFDC 2	SPS	69
MARKET_ST 2	SPS	69
LARIAT 2	SPS	69
W_MULESHOE 2	SPS	69
MULESH_CTY 2	SPS	69
MULESH_VALY2	SPS	69
MULESH_VALY2	SPS	69
BAILEYCO 2	SPS	69
BAILEY_PMP 2	SPS	69
HART_INDUST2	SPS	69
HAPPY_CTY 2	SPS	69
HAPPY_INT 2	SPS	69
SHAMRCK_PMP2	SPS	69
KRESS_RURL 2	SPS	69
BRISCOE 2	SPS	69
N_PLAINVEW 2	SPS	69
W_PLAINVEW 2	SPS	69
PLAINVW_CTY2	SPS	69
PLAINVW_CTY2	SPS	69
WESTRIDGE 2	SPS	69
S_PLAINVEW 2	SPS	69
E_PLAINVEW 2	SPS	69
AIKEN_RURL 2	SPS	69
LOCKNEY 2	SPS	69
LOCKNEY 2	SPS	69
SPRINGLAKE 2	SPS	69
OLTON 2	SPS	69
PLANTX 3	SPS	115
SUDANRURAL 2	SPS	69
AMHERST 2	SPS	69
W_LITTLFLD 2	SPS	69
LTFLD_S&CTY2	SPS	69
LTFLD_S&CTY2	SPS	69
BAINER 2	SPS	69
W_ANTON 2	SPS	69
HOBGOOD 2	SPS	69
PUMP/YH 2	SPS	69
PUMP/YH 2	SPS	69
MIDAMERI#2 2	SPS	69
WHITHARRAL 2	SPS	69
COUNTYLINE 2	SPS	69
HALECENTER 2	SPS	69

IRICK 2	SPS	69
BARWISE 2	SPS	69
S_FLOYDADA 2	SPS	69
TUCO_INT 2	SPS	69
ALLMON 2	SPS	69
WHITE&MONRO2	SPS	69
WHITE&MONRO2	SPS	69
HENDRICKS 2	SPS	69
MORTON 2	SPS	69
WHITEFACE 2	SPS	69
ELLWOOD 2	SPS	69
COBLE 2	SPS	69
LEVELLAND 2	SPS	69
LEVELLAND 2	SPS	69
E_LEVELLAND2	SPS	69
VICKERS 2	SPS	69
INDIANA 3	SPS	115
CARLISLE 3	SPS	115
MURPHY 3	SPS	115
LEHMAN 3	SPS	115
MIDDLETON 2	SPS	69
MALLET 2	SPS	69
TEXACO 2	SPS	69
ZAVALLA 2	SPS	69
SLAUGHTER 2	SPS	69
PACIFIC 3	SPS	115
SLATON 2	SPS	69
SLATON 2	SPS	69
SOUTHLAND 2	SPS	69
DIEKEMPER 2	SPS	69
GARZA 2	SPS	69
GARZA 2	SPS	69
GARZA 2	SPS	69
LYNN_CNTY 2	SPS	69
YANCY_SUB 2	SPS	69
BROWNFIELD 2	SPS	69
GOODPASTURE2	SPS	69
PRENTICE 3	SPS	115
PRENTICE 3	SPS	115
TOKIO 2	SPS	69
KINNEY 2	SPS	69
WELLMAN 2	SPS	69
BENNETT 3	SPS	115
ALLRD&CORTZ3	SPS	115
ALLRD&CORTZ3	SPS	115
SHELL_C2 3	SPS	115
SHELLC3 3	SPS	115
DC_EAST 2	SPS	69
WASSON 2	SPS	69
JAYBEE 2	SPS	69
MOSS 2	SPS	69
OZRK_MAH02 2	SPS	69
CEDARLAKE 2	SPS	69

ADAIR 2	SPS	69
RUSSELL 3	SPS	115
RUSSELL 3	SPS	115
MDAMR&AMFRA2	SPS	69
RILEY 2	SPS	69
DOSS 2	SPS	69
DOSS 2	SPS	69
BOARDMAN 2	SPS	69
FLANNAGAN 2	SPS	69
TENNECO 2	SPS	69
URTON 3	SPS	115
PRICE 2	SPS	69
ROSWELL_CTY3	SPS	115
ROSWELL_CTY3	SPS	115
BRASHER 3	SPS	115
CAPITAN 2	SPS	69
SAMSON 3	SPS	115
RIAC 2	SPS	69
RIAC 2	SPS	69
RIAC 2	SPS	69
RIAC 2	SPS	69
TWEEDY 3	SPS	115
DEXTER 2	SPS	69
DEXTER 2	SPS	69
COTTONWOOD 2	SPS	69
SMITH 2	SPS	69
NAVAJO_3 3	SPS	115
NAVAJO_2 2	SPS	69
NAVAJO_1 2	SPS	69
NAVAJO_4 3	SPS	115
NAVAJO_5 3	SPS	115
ARTESIA_TWN2	SPS	69
ARTESIA_W 2	SPS	69
ARTESIA_CC 2	SPS	69
ARTESIA_SR 2	SPS	69
PCA 2	SPS	69
PCA 2	SPS	69
LIVSTNRIDGE2	SPS	69
POTASH_JCT 2	SPS	69
DUVAL_#1 2	SPS	69
NMPOTASH 2	SPS	69
WIPP 3	SPS	115
WIPP 3	SPS	115
SAND_DUNES 3	SPS	115
MISSCHEM#2 2	SPS	69
UNITEDSALT 2	SPS	69
DUVAL_#3 2	SPS	69
IMC_#4 2	SPS	69
IMC_#3 2	SPS	69
DELHI 2	SPS	69
DELHI 2	SPS	69
OCOTILLO 2	SPS	69
NTH_CANALTP3	SPS	115

FIESTA 3	SPS	115
CB_WTRFIELD2	SPS	69
WHITES_CTY 2	SPS	69
SLOV&NAVMAL2	SPS	69
SLOV&NAVMAL2	SPS	69
HOPI_SUB 2	SPS	69
OCHOA 3	SPS	115
BUCKEYE 3	SPS	115
PEARLE 3	SPS	115
LEA_NATIONL3	SPS	115
MALJMAR1&2 3	SPS	115
MALJMAR1&2 3	SPS	115
ZIA 3	SPS	115
MILLEN 3	SPS	115
NE_HOBBS 3	SPS	115
W_BENDER 3	SPS	115
N_HOBBS 3	SPS	115
N_HOBBS 3	SPS	115
E_SANGER 3	SPS	115
S_HOBBS 3	SPS	115
S_HOBBS 3	SPS	115
MONUMENT 3	SPS	115
LEA_ROAD 3	SPS	115
EUNICE 3	SPS	115
WARD 3	SPS	115
TEAGUE 3	SPS	115
WHITTEN 3	SPS	115
S_JAL 3	SPS	115
COOPER_RNCH3	SPS	115
DOLLARHIDE 3	SPS	115
OXYPERMIAN 3	SPS	115
BYRD 3	SPS	115
DRINKARD 3	SPS	115

ATTACHMENT G
Network Operating Agreement

This Network Operating Agreement ("Operating Agreement") is entered into this 29th day of October, 2010, by and between the Southwestern Public Service Company ("Network Customer"), Southwest Power Pool, Inc. ("Transmission Provider") and Southwestern Public Service Company ("Host Transmission Owner"). The Network Customer, Transmission Provider and Host Transmission Owner shall be referred to individually as a "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission");

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, the Host Transmission Owner owns the transmission facilities to which the Network Customer's Network Load is physically connected or is the Control Area to which the Network Load is dynamically scheduled;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement ("Service Agreement") under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owner, and Network Customer will cooperate and the Host Transmission Owner and Network Customer will operate their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a

manner that will allow the Host Transmission Owner and the Network Customer to operate their systems and Control Area and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

- 2.1 Each Party shall designate a representative and alternate ("Designated Representative(s)") from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.
- 2.2 The Designated Representatives shall represent the Transmission Provider, Host Transmission Owner, and Network Customer in all matters arising under this Operating Agreement and which may be delegated to them by mutual agreement of the Parties hereto.
- 2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Section 12.0 of the Tariff, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

- 3.1 The Network Customer must design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC,

SPP, or any successor requirements, industry standards, criteria, and applicable manufacturer's equipment specifications, and within operating physical parameter ranges (voltage schedule, load power factor, and other parameters) required by the Host Transmission Owner and Transmission Provider.

- 3.2 The Host Transmission Owner and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.
- 3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of the Host Transmission Owner and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations is permitted either on a continuing basis or for intermittent switching or other service needs. Each Party shall exercise due diligence and reasonable care in maintaining and operating its facilities so as to maintain continuity of service.
- 3.4 The Host Transmission Owner and Network Customer shall operate their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards, SPP Criteria, and Good Utility Practice.
- 3.5 If the function of any Party's facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove the cause of such impairment, interruption or

reduction, so as to restore normal operating conditions expeditiously.

- 3.6 The Transmission Provider and Host Transmission Owner, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System, limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.
- 3.7 In an emergency, the reasonable judgment of the Transmission Provider and Host Transmission Owner, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or Host Transmission Owner, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispatching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Host Transmission Owner, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

4.0 System Planning & Protection

- 4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Host Transmission Owner the following information:
 - a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;

- b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);
- c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and
- d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owner's Control Area.

This information is to be delivered to the Transmission Provider's and Host Transmission Owner's Designated Representatives pursuant to Section 2.0.

- 4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.
- 4.3 The Host Transmission Owner, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Host Transmission Owner will provide the following to the Network Customer:
 - a) A statement regarding the ability of the Host Transmission Owner's transmission system to meet the forecasted deliveries at each of the delivery points;
 - b) A detailed description of any constraints on the Host Transmission

Owner's system within the five (5) year horizon that will restrict forecasted deliveries; and

- c) In the event that studies reveal a potential limitation of the Transmission Provider's ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will coordinate with the Designated Representatives of the Host Transmission Owner and the Network Customer to identify appropriate remedies for such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff.

For all other constraints the Host Transmission Owner, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff and with the Commission's rules, regulations, policies, and precedents then in effect. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff.

- 4.4 The Host Transmission Owner and the Network Customer shall coordinate with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in

facilities which could affect another Party's system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.

- 4.5 The Network Customer shall coordinate with the Host Transmission Owner regarding the technical and engineering arrangements for the delivery points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities to avoid interruptions on the Host Transmission Owner's transmission system.
- 4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance with the SPP Criteria related to emergency operations.

5.0 Maintenance of Facilities

- 5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from the Host Transmission Owner's transmission system consistent with Good Utility Practice. The Transmission Provider or Host Transmission Owner, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer's failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Host Transmission Owner may seek as a result any appropriate relief from the Commission.
- 5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.
- 5.3 The Network Customer shall obtain: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission

Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with the Host Transmission Owner. The Network Customer shall notify the Transmission Provider and the Host Transmission Owner as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

6.0 Scheduling Procedures

- 6.1 Prior to the beginning of each week, the Network Customer shall provide to the Transmission Provider expected hourly energy schedules for that week for all energy flowing into the Transmission System administered by Transmission Provider.
- 6.2 In accordance with Section 36 of the Tariff, the Network Customer shall provide to the Transmission Provider the Network Customer's hourly energy schedules for the next calendar day for all energy flowing into the Transmission System administered by the Transmission Provider. The Network Customer may modify its hourly energy schedules up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The hourly schedule must be stated in increments of 1000 kW per hour. The Network Customer shall submit, or arrange to have submitted, to the Transmission Provider a NERC transaction identification Tag where required by NERC Standard INT-001. These hourly energy schedules shall be used by the Transmission Provider to determine whether any Energy Imbalance Service charges, pursuant to Schedule 4 of the Tariff apply.

7.0 Ancillary Services

- 7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or Host Transmission Owner or, where applicable, self-supply or

obtain these services from a third party.

- 7.2 Where the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services.
- 7.3 The Network Customer must designate the supplier of Ancillary Services.

8.0 Metering

- 8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment. The Network Customer shall permit the Transmission Provider's and Host Transmission Owner's representative to have access to the equipment at all reasonable hours and for any reasonable purpose, and shall not permit unauthorized persons to have access to the space housing the equipment. Meter owner will permit the Network Customer and/or Host Transmission Owner, as applicable, to remotely interrogate through read-only access any delivery point meter for the purpose of obtaining load data and other data, if available utilizing existing equipment. At the request of Network Customer, or Host Transmission Owner, the meter owner will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Host Transmission Owner, and provided that such equipment addition can be accomplished in a manner that does not interfere with the operation of meter owner's equipment or any Party's fulfillment of any statutory or contractual obligation.
- 8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the

Transmission Provider or Host Transmission Owner, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such adjustment shall apply to the period over which the meter error is shown to have been in effect or, where such period is indeterminable, for one-half the period since the prior meter test. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.

- 8.3 If the Network Customer is supplying energy to **retail** load that has a choice in its supplier, the Network Customer shall be responsible for providing all information required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1, and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

- 9.1 The Network Customer's connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system.

9.2 For all Network Resources of the Network Customer, the following generation telemetry readings to the Host Transmission Owner are required:

- 1) Analog MW;
- 2) Integrated MWHRS/HR;
- 3) Analog MVARs; and
- 4) Integrated MVARHRS/HR.

10.0 Redispatching, Curtailment and Load Shedding

10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispatching of generation resources or curtailment of loads to relieve existing or potential transmission system constraints. The Network Customer shall submit verifiable incremental and decremental cost data from its Network Resources to the Transmission Provider. These costs will be used as the basis for least-cost redispatch. Information exchanged by the Parties under this article will be used for system redispatch only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency. The Network Customer shall respond immediately to requests for redispatch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as appropriate.

10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity for the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, the Host Transmission Owner shall notify the Network Customer's dispatcher or schedulers of the required action and the Network Customer shall comply immediately.

10.3 The Network Customer will coordinate with the Host Transmission Owner

to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and the Host Transmission Owner shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

- 11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication.
- 11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and the Host Transmission Owner's Control Area.

12.0 Cost Responsibility

- 12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, Host Transmission Owner, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited to, engineering, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy.
- 12.2 The Network Customer shall be responsible for all costs incurred by Network Customer, Host Transmission Owner, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy. Such work shall include, but is not limited to, normal and extraordinary engineering, administrative and general expenses, material and labor expenses associated with the specifications, design, review, approval,

purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0 Billing and Payments

Billing and Payments shall be in accordance with Section 7 of the Tariff.

14.0 Dispute Resolution

Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff, or otherwise, as mutually agreed by the Parties.

15.0 Assignment

This Operating Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Parties. Such written consent shall not be unreasonably withheld.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas, except laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff shall control.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the

Transmission Provider or a Transmission Owner unilaterally to file with the Commission, or make application to the Commission for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement.

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission ("Effective Date"), and shall continue in effect until the Tariff or the Network Customer's Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating Agreement shall be in writing, unless otherwise specifically provided herein, and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

TRANSMISSION PROVIDER
Southwest Power Pool, Inc.
Carl Monroe

Executive Vice President and Chief Operating Officer
415 North McKinley, #140 Plaza West
Little Rock, AR 72205-3020
501-614-3218 Phone
501-664-9553 Fax
cmonroe@spp.org

HOST TRANSMISSION OWNER
Southwestern Public Service Company
William A. Grant
Manager, Transmission Control Center
Southwestern Public Service Company
6086 W. 48th Avenue
Amarillo, TX 79109
806-640-6306 Phone
806-640-6349 Fax
william.a.grant@xcelenergy.com

NETWORK CUSTOMER
Thomas A. Imbler
Vice President, Commercial Operations, Xcel Energy Services Inc. as
Agent for Southwestern Public Service Company
1800 Larimer Street, Suite 1000
Denver, CO 80202
303-571-7414 Phone
303-571-7021 Fax
thomas.a.imbler@xcelenergy.com

Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

- 20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.

21.0 Execution in Counterparts

This Operating Agreement may be executed in any number of counterparts with

the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Operating Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

TRANSMISSION PROVIDER

HOST TRANSMISSION OWNER

/s/ Carl Monroe
Signature

/s/ Ian R. Benson
Signature

Carl Monroe
Printed Name

Ian R. Benson
Printed Name

EVP & COO
Title

Director, Transmission Business
Relations & Asset Management
Title

11/18/2010
Date

11/11/2010
Date

NETWORK CUSTOMER

/s/ Thomas A. Imbler
Signature

Thomas A. Imbler
Printed Name

Vice President, Commercial Operations,
Xcel Energy Services Inc. as Agent for
Southwestern Public Service Company
Title

11/15/2010
Date

Document Content(s)

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