

January 31, 2014

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 Meter Agent Services Agreement

Dear Secretary Bose:

In accordance with the terms of Southwest Power Pool, Inc.'s ("SPP") Open Access Transmission Tariff ("Tariff")¹, SPP encloses for filing an executed Meter Agent Services Agreement ("Meter Agent Agreement") between Kansas Municipal Energy Agency ("KMEA") as the Market Participant and Sunflower Electric Power Corporation ("Sunflower") as the Meter Agent ("KMEA Meter Agent Agreement").² SPP is submitting this filing because the KMEA Meter Agent Agreement includes terms and conditions that do not conform to the standard form of the Meter Agent Agreement that is in SPP's Tariff.³

I. Description of the KMEA Meter Agent Agreement

The KMEA Meter Agent Agreement conforms to the *pro forma* Meter Agent Agreement except for the changes described below. The Parties added additional terms to accommodate the unique arrangement between KMEA and Sunflower. Many of the changes are similar to non-conforming language included in other Meter Agent Agreements accepted by the Commission where Sunflower is the Meter Agent.⁴

¹ Southwest Power Pool, Inc., FERC Electric Tariff, Sixth Revised Volume No. 1.

² KMEA and Sunflower are referred to collectively as the "Parties." SPP designated the KMEA Meter Agent Agreement as Original Service Agreement No. 2796.

³ See SPP Tariff at Attachment AM ("*pro forma* Meter Agent Agreement").

⁴ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-2217-000 (Oct. 16, 2013); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-2562-000 (Oct. 24, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket Nos. ER10-1313-000, *et al.* (continued . . .)

The Parties added two additional whereas clauses to the beginning of the KMEA Meter Agent Agreement to provide background on the arrangement between KMEA and Sunflower. The first new whereas clause provides that the capitalized terms in the KMEA Meter Agent Agreement shall have the same meaning as defined in the Tariff. The second new whereas clause states that Sunflower is willing to act as the Meter Agent for those resources and loads of KMEA defined in Exhibit A of the KMEA Meter Agent Agreement and located within the Sunflower and Mid-Kansas Electric Company, LLC's ("MKEC") transmission systems.

In Article I, Section 1.1, subsection 1, the Parties changed the *pro forma* Meter Agent Agreement language in the last sentence to reflect that if there is a conflict between the KMEA Meter Agent Agreement and the Tariff, the KMEA Meter Agent Agreement shall govern, rather than the Tariff. In Article I, Section 1.2, subsection 1, the Parties changed the *pro forma* Meter Agent Agreement language in the last sentence to reflect that if there is a conflict between the KMEA Meter Agent Agreement and the Tariff, the Tariff shall govern, rather than the KMEA Meter Agent Agreement. The Parties requested the addition of this language.

In Article I, Section 1.1, subsection 2 and in Article I, Section 1.2, subsection 4, the Parties changed the *pro forma* Meter Agent Agreement language to state that Sunflower shall, at KMEA's expense, install and maintain communication link(s) for scheduling, metering and SCADA. The Communication link(s) shall be used for data transfer and for voice communication. If KMEA is self-supplying Ancillary Services or security Ancillary Services from a third-party, Sunflower shall, at KMEA's expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such ancillary services and Sunflower's Control Area.

In Article I, Section 1.1, subsection 3, the parties added to the *pro forma* Meter Agent Agreement language to state that KMEA may make deletions to Exhibit A of the KMEA Meter Agent Agreement, provided notice is given to Sunflower pursuant to Article I, Section 1.1, subsection 4 of the KMEA Meter Agent Agreement.

In Article I, Section 1.1, subsection 4(a)(3) the Parties changed the *pro forma* Meter Agent Agreement language to state "documentation that the required SPP Market registration has been completed." In Article I, Section 1.1, subsection 6(c), the Parties revised the last sentence to state that Sunflower will be held harmless as "to the accuracy

(. . . continued)

(Aug. 25, 2010); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER10-738-000 (Mar. 26, 2010).

of such estimated data.” This language is similar to language included in other Meter Agent Agreements with Sunflower as the Meter Agent, which the Commission accepted.⁵

In Article I, Section 1.1, subsection 4(d) the Parties added language stating that notwithstanding anything to the contrary contained within the KMEA Meter Agent Agreement, KMEA shall modify Exhibit A of the KMEA Meter Agent Agreement in accordance with any judgment or order (whether temporary or permanent, final or non-final, appealable or non-appealable) issued pursuant to litigation or regulatory proceeding regarding market registration rights associated with the resources owned by the cities that comprise KMEA’s Energy Management Pool #2 as defined in the Firm Energy and Load Following Agreement between MKEC and KMEA, dated March 19, 2010. Any such modifications shall be made immediately upon judgment or order being issued and will not be subject to the 60 day notice provision previously described therein.

In Article I, Section 1.1, subsection 6(a), the Parties changed the reference from Appendix D of the SPP Market Protocols to Appendix E. The language in the *pro forma* Meter Agent Agreement provides the correct reference to Appendix D to the SPP Market Protocols.

In Article II, Section 2.1, the Parties revised the language to reflect that “the Initial Term of the KMEA Meter Agent Agreement shall be from January 1, 2014, until December 31, 2014. In Section 2.2, the Parties added the term “Extended Term” and added a reference to Section 2.3. In Section 2.3, the Parties revised the language to provide that either KMEA or Sunflower may terminate the KMEA Meter Agent Agreement for an effective date occurring after the Initial Term, “upon giving at least 60 days written notice to the other Party.” The Parties made these changes to Article II to provide greater specificity on how the KMEA Agent Agreement can be terminated. This language is similar to language included in other Meter Agent Agreements with Sunflower as the Meter Agent, which the Commission accepted.⁶

The Parties further added a new Article III to the KMEA Meter Agent Agreement. Sections 3.1 and 3.2 of Article III provide that service under the KMEA Meter Agent Agreement will be subject to the charges listed in Section 3.3 and that billing and payment under the KMEA Meter Agent Agreement shall be in the format and use the same time periods as provided in the Tariff. Section 3.3 provides that the charge for service provided to KMEA by Sunflower shall be based on the total number of metered points identified in Exhibit A of the KMEA Meter Agent Agreement and the fee schedule described in Section 3.3 for the Initial Term of the KMEA Meter Agent Agreement. Additionally, Section 3.3 further provides that Sunflower shall have the right to modify this monthly charge on an annual basis for any Extended Term(s). This language

⁵ See supra 4.

⁶ See supra 4.

provides clarifying information on how Sunflower is to be compensated for acting as Meter Agent for KMEA. The Commission previously has accepted other Meter Agent Agreements filed by SPP containing similar modifications.⁷

The Parties also deleted the following language from Article IV, Section 4.2: “For example, the provisions of this section 3.2 could apply in circumstances where equipment malfunction (or other inadvertent error not involving gross negligence or intentional wrongdoing) causes imbalance information to be inaccurately reported, resulting in billing errors.”

In Article IV, the Parties deleted three sections in their entirety. Specifically the Parties deleted Section 3.6 addressing amendments to the KMEA Meter Agent Agreement, Section 3.7 addressing modification by the Parties to Exhibit A of the KMEA Meter Agent Agreement, and Section 3.8 addressing notification to SPP.

Finally, the Parties made numerous non-substantive changes throughout the KMEA Meter Agent Agreement. For example, in Section 1.1, subsection 5 capitalizing the word “other”, and changing a “the” to an “a.”, and in Section 1.1, subsection 7 capitalizing the word “dispute” In addition, in Section 5.1, the Parties changed the requirements to specify that notices be sent by United States Mail.

II. Effective Date and Waiver

SPP requests an effective date of January 1, 2014, for the KMEA Meter Agent Agreement. Pursuant to Section 35.11 of the Commission’s rules and regulations, 18 C.F.R. § 35.11, SPP requests a waiver of the Commission’s 60-day notice requirement set forth at 18 C.F.R. § 35.3. Waiver is appropriate because the KMEA Meter Agent Agreement is being filed no later than thirty days after the commencement of service.⁸

⁷ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-2562-000 (Oct. 24, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-2162-000 (Aug. 23, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket Nos. ER10-1313-000, *et al.* (Aug. 25, 2010); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER10-738-000 (Mar. 26, 2010); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1139-000 (July 2, 2009).

⁸ See *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,983-84, *order on reh’g*, 65 FERC ¶ 61,081 (1993) (stating the Commission will grant waiver of the 60-day prior notice requirement “if service agreements are filed within 30 days after service commences.”); see also 18 C.F.R. § 35.3(a)(2).

III. Service and Communications

Copies of this filing have been served upon all Parties to the KMEA Meter Agent Agreement. Any correspondence regarding this matter should be directed to:

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
Little Rock, AR 72223
Telephone: (501) 688-1642
jwagner@spp.org

IV. Conclusion

For the foregoing reasons, SPP respectfully requests that the Commission accept the KMEA Meter Agent Agreement with an effective date of January 1, 2014.

Respectfully submitted,

/s/ Tessie Kentner
Tessie Kentner

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

**Southwest Power Pool, Inc.
Original Service Agreement No. 2796**

METER AGENT SERVICES AGREEMENT

FOR

SPP MARKET

BETWEEN

**KANSAS MUNICIPAL ENERGY AGENCY
AS MARKET PARTICIPANT**

AND

**SUNFLOWER ELECTRIC POWER CORPORATION
AS THEIR DESIGNATED METER AGENT**

This Agreement made and entered this 1st day of January, 2014, is between Kansas Municipal Energy Agency (“KMEA” or “Market Participant”) and Sunflower Electric Power Corporation (“Sunflower” or “Meter Agent”). Market Participant and Meter Agent are each sometimes referred to in the Agreement as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, except as otherwise defined herein, the capitalized terms in this agreement shall have the same meaning as in the Southwest Power Pool (“SPP”) Open Access Transmission Tariff (“OATT”),

WHEREAS, Sunflower is willing to act as the Meter Agent for those certain resources and loads of Market Participant defined in Exhibit A attached hereto and incorporated herein, and located within Sunflower and Mid-Kansas Electric Company, LLC’s transmission systems;

WHEREAS, Market Participant and Meter Agent are registered entities of the SPP Market, and;

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

ARTICLE I
Responsibilities of the Parties

1.1 Market Participant Responsibilities:

1. **Governing Documents:** In addition to this Agreement, Market Participant agrees that it will comply with the provisions of the SPP OATT and Market Protocols as they may be amended from time to time which relate to implementation of this Agreement. In the event there is a conflict between this agreement and the SPP OATT, this Agreement shall govern.
2. **Data Communications:** Sunflower shall, at Market Participant's expense, install and maintain necessary communication link(s) for scheduling, metering and SCADA. The Communication link(s) shall be used for data transfer and for voice communication. If Market Participant is self supplying Ancillary Services or securing Ancillary Services from a third-party, Sunflower shall, at Market Participant's expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such ancillary services and Sunflower's Control Area.
3. **Settlement Location Definition:** Exhibit A defines the meter(s) and calculations associated with each Settlement Location ("SL"). Market Participant may make deletions to Exhibit A, provided notice is given to the Meter Agent pursuant to 1.1.4.
4. **Notice of Meter Changes:** Market Participant shall inform the Meter Agent of any additions, deletions, and modifications of metering that will impact the market data.
 - a. Market Participant shall provide full details of the meter information to the Meter Agent a minimum of 60 days prior to the implementation of the change, except when the meter equipment is changed or replaced due to equipment failure in which case notice of change will be provided as soon as possible. This information to be provided shall include the following:
 1. Information relating to retrieval of the meter data from the data source. This includes the method of doing so, communications, and full description of the meter.
 2. Information relating to the data and the processing of such data that will be applied for the new or modified SL and the impact to other existing SL or NAI calculations.
 3. Documentation that the required SPP Market registration has been completed, which includes real-time data exchange and modeling coordination with SPP.
 4. Updating of Exhibit A.
 - b. In addition, Market Participant shall be responsible for developing and testing a complete system for submission of data under this Agreement.

- c. Market Participant shall notify Meter Agent of any significant metering issues related to the data provided to the Meter Agent within 24 hours after the issue is identified. This includes change out of a meter, meter failures, real-time data failures, etc.
 - d. Notwithstanding anything to the contrary contained herein, Market Participant shall modify Exhibit A in accordance with any judgment or order (whether temporary or permanent, final or non-final, appealable or non-appealable) issued pursuant to litigation or regulatory proceeding regarding market registration rights associated with the resources owned by the cities that comprise KMEA's Energy Management Pool #2 as defined in the Firm Energy and Load Following Agreement between Mid-Kansas Electric Company, LLC and KMEA, dated March 19, 2010. Any such modifications shall be made immediately upon judgment or order being issued and will not be subject to the 60 day notice provision previously described herein.
5. **Settlement Location Notification:** Market Participant shall notify any other entity affected by a change in the SL (i.e. Other Market Participant, Balancing Authority) at least seven days prior to the change.
6. **Data Exchange and Data Quality:** Market Participant shall provide meter data for each Meter identified in Exhibit A to the Meter Agent in a timely manner.
- a. Data shall be provided to the Meter Agent at least one full business day prior to SPP's deadline for submission of meter data, as specified in Appendix E of the Market Protocols.
 - b. Upon notification to or upon discovery by the Market Participant that the data exchange has failed or data quality is questionable, the Market Participant will resolve the issue at its source.
 - c. In the absence of actual values for data required for settlement, it is the Market Participant's responsibility to provide estimated values for such data to the Meter Agent; however, if the Market Participant fails to provide the actual or estimated meter data in a timely manner, the Meter Agent will estimate the data for submission to SPP by the appropriate deadline. The Meter Agent will be held harmless as to the accuracy of such estimated data.
7. **Submission Failures:** If the Meter Agent fails to submit the meter data or NAI data by the Final Settlement Statement data cutoff, the Market Participant is responsible for initiating and pursuing the SPP OATT dispute process. The Meter Agent must provide to SPP any data it has available to help resolve the dispute.

1.2 **Meter Agent Responsibilities:**

1. **Governing Documents:** In addition to complying with this Agreement, Meter Agent shall provide services on behalf of the Market Participant in accordance with SPP's

OATT and Market Protocols as they may be amended from time to time related to implementation of this Agreement. In the event there is a conflict between this agreement and the SPP OATT, the SPP OATT shall govern.

2. **Meter Agent Registration:** Meter Agent shall be a registered Meter Agent with the SPP Market.
3. **Settlement Location Development:** Meter Agent shall provide all settlement data required for the SLs designated by the Market Participant in Exhibit A.
4. **Data Communications:** Sunflower shall, at Market Participant's expense, install and maintain necessary communication link(s) for scheduling, metering and SCADA. The Communication link(s) shall be used for data transfer and for voice communication. If Market Participant is self supplying Ancillary Services or securing Ancillary Services from a third-party, Sunflower shall, at Market Participant's expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such ancillary services and Sunflower's Control Area.
5. **Settlement Location Values:** Meter Agent shall determine the meter value for each of the Settlement Locations identified in Exhibit A by applying all parameters as identified therein.
6. **Data Issue Notifications:**
 - a. Meter Agent will notify the Market Participant, as soon as practicable, of any data exchange issues with the meter data source.
 - b. Upon failure to receive meter data from the Market Participant by the data submission deadline, the Meter Agent will notify the Market Participant as soon as practicable and, if necessary, the Meter Agent will estimate the data pursuant to 1.1 6. c. of this agreement.
7. **Data Submission:** Meter Agent shall submit Settlement Location meter values to SPP and the appropriate Balancing Authority by the deadlines outlined in Appendix D of the Market Protocols.

ARTICLE II

Term and Termination

- 2.1 **Initial Term:** The Initial Term of this Agreement shall be from January 1, 2014 until December 31, 2014.
- 2.2 **Extended Term:** This Agreement shall continue on a year to year basis at the conclusion of its Initial Term ("Extended Term"), unless terminated in accordance with Section 2.3 below.

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

ARTICLE III Compensation

- 3.1 Service under this Agreement will be subject to charges listed in Article 3.3 below for the services provided by the Meter Agent.
- 3.2 Billing and payment shall be in the format and using the same time periods as provided in the SPP OATT.
- 3.3 The charge for the services provided to the Market Participant by the Meter Agent shall be based on the total number of metered points identified in Exhibit A and the fee schedule described below for the Initial Term of this agreement. The Meter Agent shall have the right to modify this monthly charge on an annual basis for any Extended Term(s).
- 1-10 meters
 - \$1,500 per month
 - More than 10 meters
 - \$1,500 per month for first ten meters plus \$100 per meter per month for each additional meter over the first ten

ARTICLE IV Miscellaneous

- 4.1 **Force Majeure:** An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Party will not be considered in default as to any obligation under this Agreement to the extent such Party is prevented or delayed from fulfilling such obligation due to the effect of Force Majeure. A Party whose performance under this Agreement is prevented or delayed by Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall take all reasonable steps to eliminate the cause; however, neither Party shall be required to settle or resolve labor disturbances or strikes, or to accept or agree to governmental or regulatory orders or conditions without objection or contest except on any basis agreeable to such Party in its sole discretion. The affected Party, as soon as reasonably possible, shall give notice of Force Majeure.

- 4.2 **Indemnification:** Each Party hereto shall indemnify and hold harmless the other Party (in such case, the “Indemnified Party”), its officers, directors, agents and employees from and against any and all claims for death or injury to persons or destruction of or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys fees, and all other obligations by or to third parties (collectively “liabilities”), arising out of or resulting directly or indirectly from such Party’s performance of its obligations under this Agreement on behalf of the Indemnified Party, except to the extent any such liability arises, directly or indirectly, from the Indemnified Party’s gross negligence or intentional wrongdoing.
- 4.3 **Successors and Assignment:** This Agreement shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assignable by either Party except with the prior written consent of the other Party which shall not be unreasonably withheld.
- 4.4 **Good Utility Practices:** The Parties shall conduct their affairs under this Agreement in accordance with Good Utility Practices. Good Utility Practices shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result as a reasonable cost consistent with good business practices, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts, generally accepted by the region.
- 4.5 **No third party beneficiaries.** There shall be no third party beneficiaries to this Agreement.

ARTICLE V

Notices

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

Market Participant:
Bob Poehling
General Manager
Kansas Municipal Energy Agency
6300 West 95th Street
Overland Park, KS 66212
poehling@kmea.com

Meter Agent:
Noman Williams
Vice President Transmission Policy
Sunflower Electric Power Corporation
PO Box 1020
Hays, KS 67601

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

ARTICLE VI
Complete Agreement

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

Market Participant:

KANSAS MUNICIPAL ENERGY AGENCY

By: /s/ Robert L. Poehling
Bob Poehling

Title: General Manager

Date: 1/21/14

Meter Agent:

SUNFLOWER ELECTRIC POWER
CORPORATION

By: /s/ Stuart S. Lowry
Stuart S. Lowry

Title: President and CEO

Date: 1/24/2014

Exhibit A
Market Participant Settlement Location Definitions

Resource Meter Locations:

#	Settlement Location Name	Meter	Physical Location	Voltage Level	Losses	Operand
1	KMEA_EMP2_PRAT5	Pratt, Unit #5	Behind-the-meter gen, Pratt, KS (Pratt County)	12.5 kV	n/a	-

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

Load Settlement Locations:

#	Settlement Location Name	Meter	Physical Location	Voltage Level	Distrib . Losses	Transm. Losses*	Operand
1	KMEA_EMP2_SECI	Meade	Meade, KS (low side of 115/34.5 TX)	34.5 kV	1.0186	1.0675	+
		Garden City- 12.5 kV	Garden City, KS Morris Substation ; GC 12.5kV (Low side of 115/12.5 TX)	12.5 kV	n/a	1.0552	+
		Garden City-Morris#1	Garden City, KS Morris Substation ; GC Morris #1 (Low side of 115/34.5 TX)	34.5 kV	n/a	1.0552	+
		Garden City-Morris #2	Garden City, KS Morris Substation ; GC Morris #2 (Low side of 115/34.5 TX)	34.5 kV	n/a	1.0552	+

Garden City-Morris #3	Garden City, KS Morris Substation ; GC Morris #3 (Low side of 115/34.5	34.5 kV	n/a	1.0552	+
Garden City-Burnside	Garden City, KS Burnside Meter Pole (Wheatland / GC Exchange Point)	34.5 kV	n/a	1.0552	-
Garden City-Lewis	Garden City, KS Lewis Substation , GC Circuit (Low side of 115/12.5 TX) (Wheatland / GC Exchange Point)	12.5 kV	n/a	1.0552	-
Garden City- Irsik & Doll	Garden City, KS Irsik & Doll Meter Pole (Wheatland / GC Exchange Point)	34.5 kV	n/a	1.0552	+

	Garden City-Wheatland	Garden City, KS, Garden City South Substation , Wheatland 34.5 (Low side of 69/34.5kV TX)	34.5 kV	n/a	1.0552	+
	Garden City-South	Garden City, KS, Garden City South Substation , Garden City 34.5 (Low side of 115/34.5kV TX)	34.5 kV	n/a	1.0552	+

* SPP OATT Attachment M Losses

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

Residual Load Settlement Locations:

#	Settlement Location Name	Meter	Operand
		I.	-
			-
			+
			+
			-
	N/A		

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

Net Actual Interchange for Settlement Area:

	Operand
	+
	+
	+
	+
Total SA NAI (Total SPP Market Settlement Area):	
1 st Tiers NAI (Each paired company with a SPP Market Settlement Area):	
SPP Tiers NAI (Each paired Settlement Area within the SPP Market):	
N/A	

**Southwest Power Pool, Inc.
Original Service Agreement No. 2796**

METER AGENT SERVICES AGREEMENT

FOR

SPP MARKET

BETWEEN

**KANSAS MUNICIPAL ENERGY AGENCY
AS MARKET PARTICIPANT**

AND

**SUNFLOWER ELECTRIC POWER CORPORATION
AS THEIR DESIGNATED METER AGENT**

This Agreement made and entered this 1st day of January, 2014, is between Kansas Municipal Energy Agency (“KMEA” or “Market Participant”) and Sunflower Electric Power Corporation (“Sunflower” or “Meter Agent”). Market Participant and Meter Agent are each sometimes referred to in the Agreement as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, except as otherwise defined herein, the capitalized terms in this agreement shall have the same meaning as in the Southwest Power Pool (“SPP”) Open Access Transmission Tariff (“OATT”),

WHEREAS, Sunflower is willing to act as the Meter Agent for those certain resources and loads of Market Participant defined in Exhibit A attached hereto and incorporated herein, and located within Sunflower and Mid-Kansas Electric Company, LLC’s transmission systems;

WHEREAS, Market Participant and Meter Agent are registered entities of the SPP Market, and;

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

ARTICLE I
Responsibilities of the Parties

1.1 Market Participant Responsibilities:

1. **Governing Documents:** In addition to this Agreement, Market Participant agrees that it will comply with the provisions of the SPP ~~Open Access Transmission Tariff (“OATT”)~~ and Market Protocols as they may be amended from time to time which relate to implementation of this Agreement. In the event there is a conflict between this agreement and the SPP OATT, ~~the OATT~~ this Agreement shall govern.
2. **Data Communications:** ~~Sunflower shall, at Market Participant’s expense, install and maintain necessary communication link(s) for scheduling, metering and SCADA. The Communication link(s) shall be used for data transfer and for voice communication. If Market Participant is self supplying Ancillary Services or securing Ancillary Services from a third-party, Sunflower shall, at Market Participant’s expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such ancillary services and Sunflower’s Control Area.~~
3. **Settlement Location Definition:** Exhibit A defines the meter(s) and calculations associated with each Settlement Location (“SL”). Market Participant may make deletions to Exhibit A, provided notice is given to the Meter Agent pursuant to 1.1.4.
4. **Notice of Meter Changes:** Market Participant shall inform the Meter Agent of any additions, deletions, and modifications of metering that will impact the market data.
 - a. Market Participant shall provide full details of the meter information to the Meter Agent a minimum of 60 days prior to the implementation of the change, except when the meter equipment is changed or replaced due to equipment failure in which case notice of change will be provided as soon as possible. This information to be provided shall include the following:
 1. Information relating to retrieval of the meter data from the data source. This includes the method of doing so, communications, and full description of the meter.
 2. Information relating to the data and the processing of such data that will be applied for the new or modified SL and the impact to other existing SL or ~~Net Actual Interchange (“NAI”)~~ calculations.
 3. Completing Documentation that the required SPP Market registration required has been completed, which includes real-time data exchange and modeling coordination with SPP.
 4. Updating of Exhibit A.

- b. In addition, Market Participant shall be responsible for developing and testing a complete system for submission of data under this Agreement.

c. Market Participant shall notify Meter Agent of any significant metering issues related to the data provided to the Meter Agent within 24 hours after the issue is identified. This includes change out of a meter, meter failures, real-time data failures, etc.

d. Notwithstanding anything to the contrary contained herein, Market Participant shall modify Exhibit A in accordance with any judgment or order (whether temporary or permanent, final or non-final, appealable or non-appealable) issued pursuant to litigation or regulatory proceeding regarding market registration rights associated with the resources owned by the cities that comprise KMEA's Energy Management Pool #2 as defined in the Firm Energy and Load Following Agreement between Mid-Kansas Electric Company, LLC and KMEA, dated March 19, 2010. Any such modifications shall be made immediately upon judgment or order being issued and will not be subject to the 60 day notice provision previously described herein.

5. **Settlement Location Notification:** Market Participant shall notify any other entity affected by ~~the~~ change in the SL (i.e. ~~other~~Other Market Participant, Balancing Authority) at least seven days prior to the change.

6. **Data Exchange and Data Quality:** Market Participant shall provide meter data for each Meter identified in Exhibit A to the Meter Agent in a timely manner.

a. Data shall be provided to the Meter Agent at least one ~~(1)~~ full business day prior to SPP's deadline for submission of meter data, as specified in Appendix ~~DE~~ of the Market Protocols.

b. Upon notification to or upon discovery by the Market Participant that the data exchange has failed or data quality is questionable, the Market Participant will resolve the issue at its source.

c. In the absence of actual values for data required for settlement, it is the Market Participant's responsibility to provide estimated values for such data to the Meter Agent; however, if the Market Participant fails to provide the actual or estimated meter data in a timely manner, the Meter Agent will estimate the data for submission to SPP by the appropriate deadline. The Meter Agent will be held harmless as ~~set forth in section 3.2~~ to the accuracy of such estimated data.

7. **Submission Failures:** If the Meter Agent fails to submit the meter data or NAI data by the Final Settlement Statement data cutoff, the Market Participant is responsible for initiating and pursuing the SPP OATT ~~Disputed~~dispute process. The Meter Agent must provide to SPP any data it has available to help resolve the dispute.

1.2 Meter Agent Responsibilities:

1. **Governing Documents:** In addition to complying with this Agreement, Meter Agent shall provide services on behalf of the Market Participant in accordance with SPP's OATT and Market Protocols as they may be amended from time to time related to implementation of this Agreement. In the event there is a conflict between this agreement and the SPP OATT, the SPP OATT shall govern.
2. **Meter Agent Registration:** Meter Agent shall be a registered Meter Agent with the SPP Market.
3. **Settlement Location Development:** Meter Agent shall provide all settlement data required for the SLs designated by the Market Participant in Exhibit A.
4. **Data Communications:** ~~Meter Agent and the Market Participant shall mutually agree upon a format and method of exchange of settlement data required to be provided by the Market Participant.~~ Sunflower shall, at Market Participant's expense, install and maintain necessary communication link(s) for scheduling, metering and SCADA. The Communication link(s) shall be used for data transfer and for voice communication. If Market Participant is self supplying Ancillary Services or securing Ancillary Services from a third-party, Sunflower shall, at Market Participant's expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such ancillary services and Sunflower's Control Area.
5. **Settlement Location Values:** Meter Agent shall determine the ~~Meter Value~~meter value for each of the Settlement Locations identified in Exhibit A by applying all parameters as identified therein.
6. **Data Issue Notifications:**
 - a. Meter Agent will notify the Market Participant, as soon as practicable, of any data exchange issues with the meter data source.
 - b. Upon failure to receive meter data from the Market Participant by the data submission deadline, the Meter Agent will notify the Market Participant as soon as practicable and, if necessary, the Meter Agent will estimate the data pursuant to 1.1 6. c. of this agreement.
7. **Data Submission:** Meter Agent shall submit Settlement Location ~~Meter Values~~meter values to SPP and the appropriate Balancing Authority by the deadlines outlined in Appendix D of the Market Protocols.

ARTICLE II Term and Termination

- 2.1 **Initial Term:** ~~This Agreement shall become effective on _____, _____ and shall continue until _____, _____.~~ The Initial Term of this Agreement shall be from January 1, 2014 until December 31, 2014.
- 2.2 **Extended Term:** This Agreement shall continue on a year to year basis at the conclusion of its Initial Term ("Extended Term"), unless terminated ~~as specified in the Agreement in accordance with Section 2.3 below.~~
- 2.3 **Termination:** This Agreement may be terminated at any time by mutual agreement of the Market Participant and Meter Agent. Either the Market Participant or the Meter Agent may terminate ~~the~~this Agreement, for an effective date occurring after the Initial Term, upon giving at least ~~60 calendar~~ days written notice to the other Party.

ARTICLE III **Compensation**

- 3.1 Service under this Agreement will be subject to charges listed in Article 3.3 below for the services provided by the Meter Agent.
- 3.2 Billing and payment shall be in the format and using the same time periods as provided in the SPP OATT.
- 3.3 The charge for the services provided to the Market Participant by the Meter Agent shall be based on the total number of metered points identified in Exhibit A and the fee schedule described below for the Initial Term of this agreement. The Meter Agent shall have the right to modify this monthly charge on an annual basis for any Extended Term(s).
- 1-10 meters
 - \$1,500 per month
 - More than 10 meters
 - \$1,500 per month for first ten meters plus \$100 per meter per month for each additional meter over the first ten

ARTICLE IV **Miscellaneous**

- 3.14.1 Force Majeure: An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Party will not be considered in default as to any obligation under this Agreement to the extent such Party is prevented or delayed from fulfilling such obligation due to the effect of Force Majeure. A Party whose performance under this Agreement is prevented or delayed by Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall take all reasonable steps

to eliminate the cause; however, neither Party shall be required to settle or resolve labor disturbances or strikes, or to accept or agree to governmental or regulatory orders or conditions without objection or contest except on any basis agreeable to such Party in its sole discretion. The affected Party, as soon as reasonably possible, shall give notice of Force Majeure.

3.24.2 Indemnification: Each Party hereto shall indemnify and hold harmless the other Party (in such case, the “Indemnified Party”), its officers, directors, agents and employees from and against any and all claims for death or injury to persons or destruction of or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys fees, and all other obligations by or to third parties (collectively “liabilities”), arising out of or resulting directly or indirectly from ~~the Indemnified~~ such Party’s performance of its obligations under this Agreement on behalf of the ~~Indemnifying~~ Indemnified Party, except to the extent any such liability arises, directly or indirectly, from the Indemnified Party’s gross negligence or intentional wrongdoing. ~~For example, the provisions of this section 3.2 could apply in circumstances where equipment malfunction (or other inadvertent error not involving gross negligence or intentional wrongdoing) causes imbalance information to be inaccurately reported, resulting in billing errors.~~

3.34.3 Successors and Assignment: This Agreement shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assignable by either Party except with the prior written consent of the other Party which shall not be unreasonably withheld.

3.44.4 Good Utility Practices: The Parties shall conduct their affairs under this Agreement in accordance with Good Utility Practices. Good Utility Practices shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result as a reasonable cost consistent with good business practices, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts, generally accepted by the region.

3.54.5 No third party beneficiaries. There shall be no third party beneficiaries to this Agreement.

~~3.6 **Amendment:** The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by each of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.~~

~~3.7 **Modification by the Parties:** The Parties may by mutual agreement amend Exhibit A of this Agreement by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.~~

~~3.8 — Notification to SPP: The initial Agreement and any amendments thereto shall be provided to SPP upon execution.~~

ARTICLE V
Notices

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

Market Participant:

Bob Poehling
General Manager
Kansas Municipal Energy Agency
6300 West 95th Street
Overland Park, KS 66212
poehling@kmea.com

Meter Agent:

Noman Williams
Vice President Transmission Policy
Sunflower Electric Power Corporation
PO Box 1020
Hays, KS 67601

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

ARTICLE VI
Complete Agreement

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

Market Participant:

KANSAS MUNICIPAL ENERGY AGENCY

By: /s/ Robert L. Poehling
Bob Poehling

Title: General Manager

Date: 1/21/14

Meter Agent:

SUNFLOWER ELECTRIC POWER
CORPORATION

By: /s/ Stuart S. Lowry
Stuart S. Lowry

Title: President and CEO

Date: 1/24/2014

Exhibit A
Market Participant Settlement Location Definitions

Resource Meter Locations:

#	Settlement Location Name	Meter	Physical Location	Voltage Level	Losses	Operand
1	KMEA_EMP2_PRAT5	Pratt, Unit #5	Behind-the-meter gen, Pratt, KS (Pratt County)	12.5 kV	n/a	-

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

Load Settlement Locations:

#	Settlement Location Name	Meter	Physical Location	Voltage Level	Distrib . Losses	Transm. Losses*	Operand
1	KMEA_EMP2_SECI	Meade	Meade, KS (low side of 115/34.5 TX)	34.5 kV	1.0186	1.0675	+
		Garden City- 12.5 kV	Garden City, KS Morris Substation ; GC 12.5kV (Low side of 115/12.5 TX)	12.5 kV	n/a	1.0552	+
		Garden City-Morris#1	Garden City, KS Morris Substation ; GC Morris #1 (Low side of 115/34.5 TX)	34.5 kV	n/a	1.0552	+
		Garden City-Morris #2	Garden City, KS Morris Substation ; GC Morris #2 (Low side of 115/34.5 TX)	34.5 kV	n/a	1.0552	+

Garden City-Morris #3	Garden City, KS Morris Substation ; GC Morris #3 (Low side of 115/34.5	34.5 kV	n/a	1.0552	+
Garden City-Burnside	Garden City, KS Burnside Meter Pole (Wheatland / GC Exchange Point)	34.5 kV	n/a	1.0552	-
Garden City-Lewis	Garden City, KS Lewis Substation , GC Circuit (Low side of 115/12.5 TX) (Wheatland / GC Exchange Point)	12.5 kV	n/a	1.0552	-
Garden City- Irsik & Doll	Garden City, KS Irsik & Doll Meter Pole (Wheatland / GC Exchange Point)	34.5 kV	n/a	1.0552	+

	Garden City-Wheatland	Garden City, KS, Garden City South Substation , Wheatland 34.5 (Low side of 69/34.5kV TX)	34.5 kV	n/a	1.0552	+
	Garden City-South	Garden City, KS, Garden City South Substation , Garden City 34.5 (Low side of 115/34.5kV TX)	34.5 kV	n/a	1.0552	+

* SPP OATT Attachment M Losses

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

Residual Load Settlement Locations:

#	Settlement Location Name	Meter	Operand
		I.	-
			-
			+
			+
			-
	N/A		

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

Net Actual Interchange for Settlement Area:

	Operand
	+
	+
	+
	+
Total SA NAI (Total SPP Market Settlement Area):	
1 st Tiers NAI (Each paired company with a SPP Market Settlement Area):	
SPP Tiers NAI (Each paired Settlement Area within the SPP Market):	
N/A	