

April 3, 2015

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

RE: *Southwest Power Pool, Inc.*, Docket No. ER15-____
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 RPM Access LLC ("RPM") as the Market Participant and Westar Energy, Inc. ("Westar") as the Meter Agent ("RPM Meter Agent Agreement").² SPP is submitting this filing because the RPM 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. Non-Conforming Terms and Conditions of the RPM Meter Agent Agreement

The RPM 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 RPM and Westar.

The Parties added a new sub-section 8 in Section 1.1 of Article I and a corresponding Exhibit B to the RPM Meter Agent Agreement. Sub-section 8 provides that RPM will pay the Westar fees defined in Exhibit B and details how such fees are to be billed and paid. Exhibit B specifies the basis for the Westar fees and how they are to

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

² RPM and Westar are referred to collectively as the "Parties." SPP designated the RPM Meter Agent Agreement as Original Service Agreement No. 2998.

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

be determined. This language provides clarifying information on how Westar is to be compensated for acting as Meter Agent for RPM. These changes are necessary to provide greater specificity to the RPM Meter Agent Agreement and clarity for the Parties. The changes are similar to non-conforming language included in other Meter Agent Agreements accepted by the Federal Energy Regulatory Commission (“Commission”) where Westar is the Meter Agent.⁴

The Parties added wording in Section 3.3 of Article III to permit RPM to assign its rights, title and interest under the RPM Meter Agent Agreement to certain assignees without the consent of Westar provided certain requirements are met.⁵ RPM must provide written notice to Westar of the assignment prior to the assignment commencement. The Parties also modified Section 3.4 of Article III to correct a typographical error.⁶

Additionally, the Parties added an “Average Correction Rate” calculation in Exhibit B of the RPM Meter Agent Agreement. Pursuant to Article 1, Section 1.1, subsection 6 of the RPM Meter Agent Agreement, the Market Participant is required to provide meter data to the Meter Agent in a timely manner. SPP understands that Westar may receive inaccurate meter data from Meter Agents which is not the result of a Force Majeure event, third parties (such as a loss of telecommunication due to provider failures), or by equipment maintained by Westar and, as a result, Westar may have to dedicate additional time and resources to correct the repeated meter data errors.

The *pro forma* Meter Agent Agreement contains no mechanism through which Westar can recover the increased costs associated with processing incorrect meter data. As a result, the Parties agreed to the addition of an “Average Correction Rate” calculation in Exhibit B of the RPM Meter Agent Agreement. SPP understands that this new provision will allow Westar to collect an additional charge if RPM submits inaccurate meter data. In the event the “Average Correction Rate” of RPM's meters exceeds the

⁴ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER15-603-000 (Feb. 3, 2015); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER14-2395-000 (Sept. 4, 2014); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER14-2025-000 (June 23, 2014); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER14-1780-000 (June 19, 2014); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER14-1104-000 (Mar. 4, 2014); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER14-404-000 (Jan. 10, 2014); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER14-391-000 (Jan. 6, 2014); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-1014-000 (Apr. 23, 2013); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-1013-000 (Apr. 23, 2013).

⁵ See RPM Meter Agent Agreement at Section 3.3 of Article III.

⁶ See RPM Meter Agent Agreement at Section 3.4 of Article III.

lesser of two times the average correction rate of Westar's non-Market Participant meters or 2% (the "Penalty Threshold"), Westar may charge RPM \$500 for each percentage point in excess of the Penalty Threshold. The addition of this charge will allow Westar to recover the costs it incurs if RPM submits inaccurate data and will provide an incentive to RPM to comply with the obligations under the RPM Meter Agent Agreement. The Commission has previously accepted other Meter Agent Agreements filed by SPP containing similar modifications.⁷

II. Effective Date and Waiver

SPP requests an effective date of April 1, 2015, for the RPM 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 RPM Meter Agent Agreement is being filed no later than thirty days after the commencement of service.⁸

III. Service and Communications

Copies of this filing have been served upon all Parties to the RPM 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

⁷ See *supra* n. 4.

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).

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IV. Conclusion

For the foregoing stated reasons, SPP requests that the Commission accept the RPM Meter Agent Agreement with an effective date of April 1, 2015.

Respectfully submitted,

/s/ Tessie Kentner

Tessie Kentner

Southwest Power Pool, Inc.

Attorney for

Southwest Power Pool, Inc.

**Southwest Power Pool, Inc.
Original Service Agreement No. 2998**

METER AGENT SERVICES AGREEMENT

FOR

SPP MARKET

BETWEEN

RPM ACCESS LLC

AS MARKET PARTICIPANT

AND

WESTAR ENERGY INC.

AS METER AGENT

April 1, 2015

This Agreement made and entered this **1st** day of **April, 2015**, is between **RPM Access LLC** (“Market Participant”) and **Westar Energy Inc.** (“Meter Agent”). Market Participant and Meter Agent are each sometimes referred to in the Agreement as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Market Participant and Meter Agent are registered entities of the Integrated Marketplace.

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 shall govern.
2. **Data Communications:** Market Participant shall provide or arrange for communication of meter data in a mutually acceptable format to the Meter Agent.
3. **Meter Data Submittal Location:** Market Participant shall provide in Exhibit A the meter(s) and calculations used to calculate the Meter Data Submittal Location value.
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 sixty (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 Meter Data Submittal Location and the impact to other existing Meter Data Submittal Location or tie-line flow between Settlement Areas.
 3. Completing the SPP Market registration required, which includes real-time data exchange and modeling coordination with SPP.
 4. Updating of Exhibit A.
 - b. In addition, Market Participant shall be responsible for developing and testing a complete system for submission of data under this Agreement.
 - c. Market Participant shall notify Meter Agent of any significant metering issues related to the data provided to the Meter Agent within twenty four (24) hours after the issue is identified. This includes change out of a meter, meter failures, real-time data failures, etc.

5. **Meter Data Submittal Location Notification:** Market Participant shall notify any other Market Participant affected by the change in the Meter Data Submittal Location at least seven (7) days prior to the change.
6. **Data Exchange and Data Quality:** Market Participant shall provide meter data for each Meter identified in Exhibit A to the Meter Agent in a timely manner.
 - a. Data shall be provided to the Meter Agent at least one (1) full business day prior to SPP's deadline for submission of meter data, as specified in Appendix D of the Market Protocols.
 - b. Upon notification to or upon discovery by the Market Participant that the data exchange has failed or data quality is questionable, the Market Participant will resolve the issue at its source.
 - c. In the absence of actual values for data required for settlement, it is the Market Participant's responsibility to provide estimated values for such data to the Meter Agent; however, if the Market Participant fails to provide the actual or estimated meter data in a timely manner, the Meter Agent will estimate the data for submission to SPP by the appropriate deadline. The Meter Agent will be held harmless as set forth in section 3.2.
7. **Submission Failures:** If the Meter Agent fails to submit the meter data, including Settlement Area tie-line meter 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.
8. **Meter Agent Charges:** The Market Participant will pay the Meter Agent Fees defined in Exhibit B. The Meter Agent will directly bill the Market Participant for the Meter Agent Fees on a monthly basis. The Market Participant will pay the Meter Agent Fees within 20 days of mailing date of bill.

1.2 **Meter Agent Responsibilities:**

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

3. **Meter Data Submittal Location Development:** Meter Agent shall provide all settlement data required for the Meter Data Submittal Locations 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.

5. **Meter Data Submittal Location Values**

Meter Agent shall determine the Meter Value for each of the Meter Data Submittal Location 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 Meter Data Submittal Location Meter Values to the Transmission Provider by the deadlines outlined in Section 4.5.13 of the Market Protocols.

ARTICLE II

Term and Termination

- 2.1 **Initial Term:** This Agreement shall become effective on April 1, 2015 and shall continue until December 31, 2016.
- 2.2 **Extended Term:** This Agreement shall continue on a year to year basis at the conclusion of its Initial Term, unless terminated as specified in the Agreement.
- 2.3 **Termination:** This Agreement may be terminated at any time by mutual agreement of the Market Participant and Meter Agent. Either the Market Participant or the Meter Agent may terminate the Agreement after the Initial Term, upon giving sixty (60) calendar days written notice to the other Party.

ARTICLE III

Miscellaneous

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

- 3.4 **Good Utility Practices:** The Parties shall conduct their affairs under this Agreement in accordance with Good Utility Practices. Good Utility Practices shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts, generally accepted by the region.
- 3.5 **No third party beneficiaries.** There shall be no third party beneficiaries to this Agreement.
- 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 IV

Notices

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

Market Participant:	Meter Agent:
Name: Felix Friedman	Name: Tom Stuchlik
Title: Authorized Representative	Title: Executive Director, System Operations
Company: RPM Access LLC	Company: Westar Energy, Inc.
Address: 7 Ellefson Drive, P.O. Box 439	Address: 818 S. Kansas Ave.
City, State, Zip: De Soto, IA 50069	City, State, Zip: Topeka, KS 66612
Email: ffriedman@rpmaccess.com	Email: tstuchlik@westarenergy.com

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

ARTICLE V

Complete Agreement

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

Market Participant:

Meter Agent:

RPM Access LLC

Westar Energy, Inc.

By: /s/ Stephen F. Dryden

By: /s/ Thomas R. Stuchlik

Printed Name: Stephen F. Dryden

Printed Name: Thomas R. Stuchlik

Title: Authorized Representative

Title: Executive Director System Ops

Date: March 17, 2014

Date: 3/23/2015

Exhibit A

Market Participant Meter Data Submittal Location Definitions

Resource Meter Locations:

#	Meter Data Submittal Location Name	Meter	Physical Location	Voltage Level	Losses	Operand
1	MARSHALL_WIND	Net Gen	Rock Substation	115 kV		(-)

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

Load Meter Data Submittal Locations: (Name of Location)

#	Meter Data Submittal Location Name	Meter	Physical Location	Voltage Level	Distrib. Losses	*	Operand
	N/A						

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

Residual Load Meter Data Submittal Locations:

#	Meter Data Submittal Location Name	Meter	Operand
	N/A		

Assumes sign of other Meter Data Submittal Location data used is in polarity required for submission to SPP Market.

Tie-Line Meter data between Settlement Areas:

#	Tie-Line Meter Name	Meter	Operand
	N/A		

Exhibit B

Market Participant Meter Agent Fees

Meter Agent charges for performing Meter Agent Services for Market Participants shall be based on Westar Energy, Inc.'s (Westar) Open Access Transmission Tariff Schedule 1 Hourly Rate applicable for the term of this Agreement.

The Market Participant will be billed based on the Westar Open Access Transmission Tariff Schedule 1 Hourly Rate times the hourly output of the Load(s) and Resource(s) attached to the listed Market Participant Settlement Location(s) in Exhibit A. However, in the case that the Market Participant secures Transmission Service through the Southwest Power Pool for a portion or all of the Resource(s) attached to the listed Market Participant Settlement Location(s) in Exhibit A, the Meter Agent will adjust the billing determinants to reflect the energy flow scheduled utilizing such Transmission Service so that the Market Participant is only billed hereunder the amount which has not been charged by the Southwest Power Pool for Schedule 1 fees.

The Meter Agent will maintain records regarding the Average Correction Rate (ACR) on a percentage basis for meter value edits it must perform each month. The calculation of the ACR is defined as the Number of edits / Number of hours in the month / Number of meters. The ACR will be calculated for both the Market Participant and non-Market Participant meters. When the ACR of the Market Participant meters exceeds the penalty threshold defined as the lesser of two times the ACR of the Meter Agent's non-Market Participant meters or 2%, the Meter Agent will bill the Market Participant \$500 for each percentage point in excess of the penalty threshold. Edits due to Force Majeure, third parties (such as a loss of telecommunication due to provider failures), or by equipment maintained by the Meter Agent shall not be included in the calculation of the Market Participant ACR. The Meter Agent must contact Market Participant regarding a meter error prior to the meter edits being counted for purposes of calculating the Market Participant ACR. Contact will be considered made even if the Meter Agent is unable to contact any Market Participant staff if the Meter Agent attempts to contact Market Participant using all available contact numbers. If the Meter Agent is unable to contact Market Participant staff members, the Meter Agent will continue to try and contact Market Participant staff until such contact is made. The Meter Agent may, upon its sole judgment, waive this charge. However, the Meter Agent's decision to waive this charge for any month will not constitute a general waiver of the charge or the relinquishment of any rights.

**Southwest Power Pool, Inc.
Original Service Agreement No. 2998**

METER AGENT SERVICES AGREEMENT

FOR

SPP MARKET

BETWEEN

RPM ACCESS LLC

AS MARKET PARTICIPANT

AND

WESTAR ENERGY INC.

AS METER AGENT

April 1, 2015

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WITNESSETH:

WHEREAS, Market Participant and Meter Agent are registered entities of the Integrated Marketplace.

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 shall govern.
2. **Data Communications:** Market Participant shall provide or arrange for communication of meter data in a mutually acceptable format to the Meter Agent.
3. **Meter Data Submittal Location:** Market Participant shall provide in Exhibit A the meter(s) and calculations used to calculate the Meter Data Submittal Location value.
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 sixty (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 Meter Data Submittal Location and the impact to other existing Meter Data Submittal Location or tie-line flow between Settlement Areas.
 3. Completing the SPP Market registration required, which includes real-time data exchange and modeling coordination with SPP.
 4. Updating of Exhibit A.
 - b. In addition, Market Participant shall be responsible for developing and testing a complete system for submission of data under this Agreement.
 - c. Market Participant shall notify Meter Agent of any significant metering issues related to the data provided to the Meter Agent within twenty four (24) hours after the issue is identified. This includes change out of a meter, meter failures, real-time data failures, etc.

5. **Meter Data Submittal Location Notification:** Market Participant shall notify any other Market Participant affected by the change in the Meter Data Submittal Location at least seven (7) days prior to the change.
6. **Data Exchange and Data Quality:** Market Participant shall provide meter data for each Meter identified in Exhibit A to the Meter Agent in a timely manner.
 - a. Data shall be provided to the Meter Agent at least one (1) full business day prior to SPP's deadline for submission of meter data, as specified in Appendix D of the Market Protocols.
 - b. Upon notification to or upon discovery by the Market Participant that the data exchange has failed or data quality is questionable, the Market Participant will resolve the issue at its source.
 - c. In the absence of actual values for data required for settlement, it is the Market Participant's responsibility to provide estimated values for such data to the Meter Agent; however, if the Market Participant fails to provide the actual or estimated meter data in a timely manner, the Meter Agent will estimate the data for submission to SPP by the appropriate deadline. The Meter Agent will be held harmless as set forth in section 3.2.
7. **Submission Failures:** If the Meter Agent fails to submit the meter data, including Settlement Area tie-line meter 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.

8. Meter Agent Charges: The Market Participant will pay the Meter Agent Fees defined in Exhibit B. The Meter Agent will directly bill the Market Participant for the Meter Agent Fees on a monthly basis. The Market Participant will pay the Meter Agent Fees within 20 days of mailing date of bill.

1.2 **Meter Agent Responsibilities:**

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

3. **Meter Data Submittal Location Development:** Meter Agent shall provide all settlement data required for the Meter Data Submittal Locations 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.

5. **Meter Data Submittal Location Values**

Meter Agent shall determine the Meter Value for each of the Meter Data Submittal Location 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 Meter Data Submittal Location Meter Values to the Transmission Provider by the deadlines outlined in Section 4.5.13 of the Market Protocols.

ARTICLE II

Term and Termination

- 2.1 **Initial Term:** This Agreement shall become effective on April 1, 2015 and shall continue until December 31, 2016.
- 2.2 **Extended Term:** This Agreement shall continue on a year to year basis at the conclusion of its Initial Term, unless terminated as specified in the Agreement.
- 2.3 **Termination:** This Agreement may be terminated at any time by mutual agreement of the Market Participant and Meter Agent. Either the Market Participant or the Meter Agent may terminate the Agreement after the Initial Term, upon giving sixty (60) calendar days written notice to the other Party.

ARTICLE III

Miscellaneous

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

- 3.4 **Good Utility Practices:** The Parties shall conduct their affairs under this Agreement in accordance with Good Utility Practices. Good Utility Practices shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result asat a reasonable cost consistent with good business practices, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts, generally accepted by the region.
- 3.5 **No third party beneficiaries.** There shall be no third party beneficiaries to this Agreement.
- 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 IV

Notices

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

Market Participant:	Meter Agent:
Name: Felix Friedman	Name: Tom Stuchlik
Title: Authorized Representative	Title: Executive Director, System Operations
Company: RPM Access LLC	Company: Westar Energy, Inc.
Address: 7 Ellefson Drive, P.O. Box 439	Address: 818 S. Kansas Ave.
City, State, Zip: De Soto, IA 50069	City, State, Zip: Topeka, KS 66612
Email: ffriedman@rpmaccess.com	Email: tstuchlik@westarenergy.com

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

ARTICLE V

Complete Agreement

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

Market Participant:

Meter Agent:

RPM Access LLC

Westar Energy, Inc.

By: /s/ Stephen F. Dryden

By: /s/ Thomas R. Stuchlik

Printed Name: Stephen F. Dryden

Printed Name: Thomas R. Stuchlik

Title: Authorized Representative

Title: Executive Director System Ops

Date: March 17, 2014

Date: 3/23/2015

Exhibit A

Market Participant Meter Data Submittal Location Definitions

Resource Meter Locations:

#	Meter Data Submittal Location Name	Meter	Physical Location	Voltage Level	Losses	Operand
1	MARSHALL_WIND	Net Gen	Rock Substation	115 kV		(-)

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

Load Meter Data Submittal Locations: (Name of Location)

#	Meter Data Submittal Location Name	Meter	Physical Location	Voltage Level	Distrib. Losses	*	Operand
	N/A						

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

Residual Load Meter Data Submittal Locations:

#	Meter Data Submittal Location Name	Meter	Operand
	N/A		

Assumes sign of other Meter Data Submittal Location data used is in polarity required for submission to SPP Market.

Tie-Line Meter data between Settlement Areas:

#	Tie-Line Meter Name	Meter	Operand
	N/A		

Exhibit B

Market Participant Meter Agent Fees

Meter Agent charges for performing Meter Agent Services for Market Participants shall be based on Westar Energy, Inc.'s (Westar) Open Access Transmission Tariff Schedule 1 Hourly Rate applicable for the term of this Agreement.

The Market Participant will be billed based on the Westar Open Access Transmission Tariff Schedule 1 Hourly Rate times the hourly output of the Load(s) and Resource(s) attached to the listed Market Participant Settlement Location(s) in Exhibit A. However, in the case that the Market Participant secures Transmission Service through the Southwest Power Pool for a portion or all of the Resource(s) attached to the listed Market Participant Settlement Location(s) in Exhibit A, the Meter Agent will adjust the billing determinants to reflect the energy flow scheduled utilizing such Transmission Service so that the Market Participant is only billed hereunder the amount which has not been charged by the Southwest Power Pool for Schedule 1 fees.

The Meter Agent will maintain records regarding the Average Correction Rate (ACR) on a percentage basis for meter value edits it must perform each month. The calculation of the ACR is defined as the Number of edits / Number of hours in the month / Number of meters. The ACR will be calculated for both the Market Participant and non-Market Participant meters. When the ACR of the Market Participant meters exceeds the penalty threshold defined as the lesser of two times the ACR of the Meter Agent's non-Market Participant meters or 2%, the Meter Agent will bill the Market Participant \$500 for each percentage point in excess of the penalty threshold. Edits due to Force Majeure, third parties (such as a loss of telecommunication due to provider failures), or by equipment maintained by the Meter Agent shall not be included in the calculation of the Market Participant ACR. The Meter Agent must contact Market Participant regarding a meter error prior to the meter edits being counted for purposes of calculating the Market Participant ACR. Contact will be considered made even if the Meter Agent is unable to contact any Market Participant staff if the Meter Agent attempts to contact Market Participant using all available contact numbers. If the Meter Agent is unable to contact Market Participant staff members, the Meter Agent will continue to try and contact Market Participant staff until such contact is made. The Meter Agent may, upon its sole judgment, waive this charge. However, the Meter Agent's decision to waive this charge for any month will not constitute a general waiver of the charge or the relinquishment of any rights.