

August 25, 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 Firm Point-to-Point Transmission Service Agreement

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d, and section 35.13 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. § 35.13, Southwest Power Pool, Inc. ("SPP") submits an executed service agreement for Firm Point-to-Point Transmission Service ("Service Agreement") between SPP as Transmission Provider and Kansas City Board of Public Utilities ("KCBPU") as Transmission Customer.¹ The Fourth Revised KCBPU Service Agreement modifies and supersedes the Service Agreement accepted by the Commission on January 15, 2015, in Docket No. ER15-77-001.² SPP is submitting this filing because the Fourth Revised KCBPU Service Agreement includes terms and conditions that do not conform to the *pro forma* Service Agreement in the SPP Open Access Transmission Tariff ("SPP Tariff").³

I. Description of the Fourth Revised KCBPU Service Agreement

Since the January Letter Order, the Parties revised the Third Revised KCBPU Service Agreement to remove the reliability and construction pending upgrades in Section 8.1 of the Specifications and to update the wholesale distribution service charge

¹ The Service Agreement is hereinafter referred to as the "Fourth Revised KCBPU Service Agreement," and SPP and KCBPU are referred to collectively as "the Parties." The Fourth Revised KCBPU Service Agreement has been designated as Fourth Revised Service Agreement No. 2041.

² See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER15-77-001 (Jan. 15, 2015) ("January Letter Order"). The Service Agreement referenced in the January Letter Order is referred to as the "Third Revised KCBPU Service Agreement."

³ See Southwest Power Pool, Inc., FERC Open Access Transmission, Sixth Revised Volume No. 1 at Attachment A ("*pro forma* Service Agreement").

information in Appendix 1. To facilitate these changes, the Parties executed the Fourth Revised KCBPU Service Agreement.

II. Non-Conforming Terms and Conditions

The Fourth Revised KCBPU Service Agreement retains the non-conforming terms and conditions in Section 7.0 and Appendix 1 from the Third Revised KCBPU Service Agreement.⁴ These non-conforming terms and conditions were accepted by the Commission in the January Letter Order.⁵

III. Effective Date and Waiver

SPP requests an effective date of August 1, 2015, for the Fourth Revised KCBPU Service Agreement. To permit such an effective date, 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 Fourth Revised KCBPU Agreements are being filed within 30 days of the commencement of service.⁶

IV. Additional Information

A. Information Required by Section 35.13 of the Commission's Regulations, 18 C.F.R. § 35.13:

1. Documents submitted with this filing:

In addition to this transmittal letter, SPP is submitting the following:

- (a) A clean copy of the Fourth Revised KCBPU Service Agreement;
- (b) A redline copy of the Fourth Revised KCBPU Service Agreement; and

⁴ The non-conforming terms and conditions are highlighted in Exhibit No. SPP-1.

⁵ See January Letter Order.

⁶ 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) (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).

- (c) Exhibit No. SPP-1 – Highlighted pages of non-conforming terms and conditions in the Fourth Revised KCBPU Service Agreement.

2. Effective Date:

As discussed herein, SPP respectfully requests that the Commission accept the Fourth Revised KCBPU Service Agreement with an effective date of August 1, 2015.

3. Service:

SPP is serving a copy of this filing on the representative of the KCBPU listed in the Fourth Revised KCBPU Service Agreement.

4. Basis of Rate:

All charges will be determined in accordance with the SPP Tariff and the Fourth Revised KCBPU Service Agreement.

B. Communications:

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

V. Conclusion

For all the foregoing reasons, SPP respectfully requests that the Commission accept the Fourth Revised KCBPU Service Agreement with an effective date of August 1, 2015.

Respectfully submitted,

/s/ Tessie Kentner
Tessie Kentner

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

Exhibit No. SPP-1
Non-Conforming Language

- 6.0 The Transmission Provider, as agent for the Transmission Owners, agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Parts I, II and V of the Tariff and this Service Agreement.
- 7.0 To the extent necessary to effectuate any transaction entered into pursuant to this Service Agreement, the following Transmission Owner(s) shall provide Wholesale Distribution Service over Distribution Facilities: **The Wholesale Distribution Service Charge cost support and monthly charge effective August 1, 2014 is detailed in Appendix 1.**
- 8.0 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.

Southwest Power Pool:

Tessie Kentner
Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Email Address: tkentner@spp.org
Phone Number: 501-688-1782

Transmission Customer:

Don L. Gray
General Manager
540 Minnesota Avenue
Kansas City, KS 66101
Email Address: dlgray@bpu.com

- 9.0 The Tariff is incorporated herein and made a part hereof.

APPENDIX 1

Kansas City Board of Public Utilities Monthly Wholesale Distribution Service Charge

Delivery Point	Facility	Facility Cost	Facility MW Demand	Facility Cost Per MW	Metered MW Demand	Loss Adjusted MW Demand	Share of Facility Cost
Oak Grove Generation	Circuit SK4411 23-02	\$18,310.97	2.2395	\$8,176.37	2.1913	2.2395	\$18,310.97
	Sub SK4411 Sheffield	\$124,378.37	4.9000	\$25,383.34	2.1913	2.2395	\$56,845.99
Total Facility Cost					\$75,156.96		
2015 Net Plant Carrying Charge					1.4300%		
Monthly Wholesale Distribution Service Charge					\$1,074.74		

ATTACHMENT A

Form Of Service Agreement For Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of August 1, 2015, is entered into, by and between Southwest Power Pool, Inc. ("The Transmission Provider"), and Kansas City Board of Public Utilities ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by The Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has completed all credit arrangements required pursuant to Section 17.3 and Attachment X of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by The Transmission Provider and the Transmission Customer.
- 5.0 The Transmission Customer agrees to supply information The Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

- 6.0 The Transmission Provider, as agent for the Transmission Owners, agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Parts I, II and V of the Tariff and this Service Agreement.
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Phone Number: 501-688-1782

Transmission Customer:

Don L. Gray
General Manager
540 Minnesota Avenue
Kansas City, KS 66101
Email Address: dlgray@bpu.com

- 9.0 The Tariff is incorporated herein and made a part hereof.

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

Southwest Power Pool:

By: /s/ Carl Monroe EVP & COO Aug. 20, 2015
Signature Title Date

Carl Monroe
Printed Name

Transmission Customer:

By: /s/ Don L. Gray Gen Mgr 8-12-15
Signature Title Date

Don L Gray
Printed Name

**Specifications For Long-Term Firm Point-To-Point
Transmission Service**

- 1.0 Term of Transaction: 20 years
Start Date: 8/1/2010
Termination Date: 8/1/2030
- 2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Balancing Authority Area in which the transaction originates.
From Westar (WR) to Kansas City, Kansas (KACY), in the SPP Balancing Authority Area, per Transmission Service Request 74434813 for 2 MW of capacity from December 1, 2011, to August 1, 2030.
- 3.0 Point(s) of Receipt: WR
Delivering Party: KACYLFG
- 4.0 Point(s) of Delivery: KACY
Receiving Party: KACY
- 5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 2 MW
- 6.0 Designation of party(ies) subject to reciprocal service obligation: N/A
- 7.0 Name(s) of any Intervening Systems providing transmission service: N/A

- 8.0 Service under this 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: Including Schedule 7 of the SPP Tariff through the reservation period at the then posted rate.
- 8.2 System Impact and/or Facilities Study Charge(s): Per Section 19 of the Tariff and agreements currently in effect
- 8.3 Direct Assignment Facilities Charge: N/A
- 8.4 Ancillary Services Charges: Including Schedules 1-6 of the SPP Tariff through the reservation period.

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Kansas City Board of Public Utilities Monthly Wholesale Distribution Service Charge

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Total Facility Cost				\$75,156.96			
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- 7.0 To the extent necessary to effectuate any transaction entered into pursuant to this Service Agreement, the following Transmission Owner(s) shall provide Wholesale Distribution Service over Distribution Facilities: The Wholesale Distribution Service Charge cost support and monthly charge effective August 1, 2015~~4~~ is detailed in Appendix 1.
- 8.0 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.

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Tessie Kentner
Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
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- 9.0 The Tariff is incorporated herein and made a part hereof.

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

Southwest Power Pool:

By:	<u>/s/ Carl Monroe</u> Signature	<u>EVP & COO</u> Title	<u>Aug. 20, 2015</u> Date
	<u>Carl Monroe</u> Printed Name		

Transmission Customer:

By:	<u>/s/ Don L. Gray</u> Signature	<u>Gen Mgr</u> Title	<u>8-12-15</u> Date
	<u>Don L Gray</u> Printed Name		

**Specifications For Long-Term Firm Point-To-Point
Transmission Service**

- 1.0 Term of Transaction: 20 years
Start Date: 8/1/2010
Termination Date: 8/1/2030
- 2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Balancing Authority Area in which the transaction originates.
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- 5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity):2 MW
- 6.0 Designation of party(ies) subject to reciprocal service obligation: N/A
- 7.0 Name(s) of any Intervening Systems providing transmission service: N/A

8.0 Service under this 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: Including Schedule 7 of the SPP Tariff through the reservation period at the then posted rate.

~~The requested service depends on and is contingent on completion of the following Reliability and Construction Pending upgrades. These upgrades costs are not assignable to the Network Customer.~~

Reliability and Construction Pending Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
South Harper 161 kV cut-in to Stilwell-Archie JCT 161 kV line	Tap Stilwell-Archie JCT 161 kV line into South Harper 161 kV sub and make it two new 161 kV sections: Stilwell-South Harper and Archie JCT-South Harper.	MIPU	8/1/2010
STILWELL-WEST GARDNER 345KV CKT 1	Upgrade Stilwell terminal equipment to 2000 amps	KACP	6/1/2012
KCI-Platte City 161kV Ckt 1	Replace 800 amp wavetrap at KCI with a 1200 amp wavetrap putting limit to conductor rating	KACP	8/1/2010

8.2 System Impact and/or Facilities Study Charge(s): Per Section 19 of the Tariff and agreements currently in effect

8.3 Direct Assignment Facilities Charge: N/A

8.4 Ancillary Services Charges: Including Schedules 1-6 of the SPP Tariff through the reservation period.

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Kansas City Board of Public Utilities Monthly Wholesale Distribution Service Charge

Delivery Point	Facility	Facility Cost	Facility MW Demand	Facility Cost Per MW	Metered MW Demand	Loss Adjusted MW Demand	Share of Facility Cost
Oak Grove Generation	Circuit SK4411 23-02	\$16,716.52	2.26	\$7,396.69	1.5368	1.5706	\$11,617.24
	Sub-Sheffield SK4411	\$127,112.53	4.71	\$26,987.80	1.5368	1.5706	\$42,387.04
Total Facility Cost							\$54,004.28
2014 Net Plant Carrying Charge							1.56%
Monthly Wholesale Distribution Service Charge							\$842.47

<u>Delivery Point</u>	<u>Facility</u>	<u>Facility Cost</u>	<u>Facility MW Demand</u>	<u>Facility Cost Per MW</u>	<u>Metered MW Demand</u>	<u>Loss Adjusted MW Demand</u>	<u>Share of Facility Cost</u>
<u>Oak Grove Generation</u>	<u>Circuit SK4411 23-02</u>	<u>\$18,310.97</u>	<u>2.2395</u>	<u>\$8,176.37</u>	<u>2.1913</u>	<u>2.2395</u>	<u>\$18,310.97</u>

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	Sub SK4411 Sheffield	\$124,378.37	4.9000	\$25,383.34	2.1913	2.2395	\$56,845.99
<u>Total Facility Cost</u>				\$75,156.96			
<u>2015 Net Plant Carrying Charge</u>				1.4300%			
<u>Monthly Wholesale Distribution Service Charge</u>				\$1,074.74			