

156 FERC ¶ 61,216
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

September 23, 2016

In Reply Refer To:
Southwest Power Pool, Inc.
Docket Nos. ER16-1314-000
ER16-1314-001

Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223

Attention: Tessie Kentner
Attorney

Dear Ms. Kentner:

Reference: Network Integration Transmission Service Agreement and
Network Operating Agreement

1. On March 31, 2016, pursuant to section 205 of the Federal Power Act (FPA)¹ and section 35.13 of the Commission's regulations,² Southwest Power Pool, Inc. (SPP) submitted an executed service agreement for Network Integration Transmission Service (Service Agreement) between SPP as transmission provider and Kansas Power Pool, Inc. (Kansas Power) as network customer and an executed Network Operating Agreement among SPP as transmission provider, Kansas Power as network customer, and Midwest Energy, Inc., Mid-Kansas Electric Company, LLC, and Westar Energy, Inc. as host transmission owners (together, Agreement).³ In this order, we accept the Agreement for filing, subject to condition, to be effective March 1, 2016, as requested.

¹ 16 U.S.C. § 824d (2012).

² 18 C.F.R. § 35.13 (2016).

³ Southwest Power Pool, Inc., FERC FPA Electric Tariff, Service Agreements Tariff; [2198 Kansas Power Pool NITSA NOA](#), [2198 Kansas Power Pool NITSA and NOA, 11.1.0](#).

2. SPP states that it is submitting the Agreement because it includes terms and conditions that do not conform to the standard form of service agreement in SPP's Open Access Transmission Tariff (Tariff). Further, SPP notes that if the Commission accepts the proposed Tariff revisions in Docket No. ER16-1286-000,⁴ it would eliminate the need for the redispatch provisions being added to the Service Agreement in this proceeding.

3. On May 27, 2016, Commission staff issued a deficiency letter informing SPP that its filing was deficient and that additional information was required to process the filing (Deficiency Letter). In the Deficiency Letter, Commission staff requested that SPP identify each provision in the Service Agreement that would be eliminated if SPP's proposed revisions in Docket No. ER16-1286-000 are accepted. On July 8, 2016, SPP filed a motion for an extension of time to respond to the Deficiency Letter until July 25, 2016, which the Commission granted. On July 25, 2016, SPP filed its response to the Deficiency Letter (Deficiency Response). In the Deficiency Response, SPP states that it will work with Kansas Power to revise the Service Agreement to delete Attachment A, Redispatch Requirements, if SPP's proposed revisions in Docket No. ER16-1286-000 are accepted. SPP explains that Attachment A will not be needed because redispatch is now addressed through the market solution in SPP's Integrated Marketplace and there is no longer a need to make arrangements with third party generators for redispatch service or to identify such generators.

4. Notice of SPP's March 31, 2016 filing was published in the *Federal Register*, 81 Fed. Reg. 19,963 (2016), with interventions and protests due on or before April 21, 2016. Mid-Kansas Electric Company, LLC filed a timely motion to intervene. Kansas Power Pool filed an out-of-time motion to intervene. Notice of SPP's July 25, 2016 Deficiency Response was published in the *Federal Register*, 81 Fed. Reg. 50,696 (2016), with interventions and protests due on or before August 15, 2016. None was filed.

5. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2016), the timely, unopposed motion to intervene serves to make the entity that filed it party to this proceeding. Pursuant to Rule 214(d) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214(d) (2016), the Commission will grant Kansas Power Pool's late-filed motion to intervene given its interest in the proceeding, the early stage of the proceeding, and the absence of undue prejudice or delay.

⁴ In Docket No. ER16-1286-000, SPP filed Tariff revisions to, among other things, eliminate language that has become obsolete as a result of the establishment of SPP's Integrated Marketplace. For example, SPP proposed to eliminate obsolete language stating that customers requesting transmission service subject to redispatch must agree to pay redispatch costs and that SPP will provide such customers with redispatch pairs for relieving the incremental impact of the request for transmission service.

6. We accept the Agreement, subject to condition, as discussed below.⁵ In an order being issued concurrently in Docket No. ER16-1286-001, we accept proposed SPP Tariff revisions removing language that is now obsolete given the operation of SPP's Integrated Marketplace.⁶ SPP indicates that with the acceptance of these Tariff revisions, Attachment A of the Service Agreement is no longer necessary.⁷ We also find that the proposed revisions to section 8.8 of Attachment 1 of the Service Agreement include language that is unnecessary or obsolete in light of the Commission's order in Docket No. ER16-1286-001. Accordingly, we accept the Agreement, effective March 1, 2016, as requested, subject to the condition that SPP make a compliance filing, within 30 days of the date of this order, removing Attachment A of the Service Agreement and revising section 8.8 of Attachment 1 of the Service Agreement to remove all language that is now unnecessary or obsolete.

By direction of the Commission.

Nathaniel J. Davis, Sr.,
Deputy Secretary.

⁵ The Commission can revise a proposal filed under section 205 of the FPA as long as the filing utility accepts the change. *See City of Winnfield v. FERC*, 744 F.2d 871, 875-77 (D.C. Cir. 1984). The filing utility is free to indicate that it is unwilling to accede to the Commission's conditions by withdrawing its filing.

⁶ *Sw. Power Pool, Inc.*, 156 FERC ¶ 61,217, at P 27 (2016).

⁷ *See* SPP Transmittal Letter at 2; Deficiency Response at 7.