#### PUBLIC VERSION

## BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

In the Matter of the Joint Informational	)	
Filing of Sunflower Electric Power	)	Docket No. 13-SEPE-485-CON
Corporation, Prairie Land Electric	)	
Cooperative, Inc., and Pioneer Electric	)	
Cooperative, Inc. to Provide Notification	)	
of Municipal Contracts	)	

#### SECOND SUPPLEMENTAL INFORMATIONAL FILING

COMES NOW Pioneer Electric Cooperative, Inc. ("Pioneer") pursuant to K.S.A. 66-101c, and files with the Commission for informational purposes a confidential second amendment to contract pertaining to jurisdictional services entered into by Pioneer and Sunflower Electric Power Corporation ("Sunflower") with the City of Johnson. In support of this supplemental informational filing, Pioneer states:

- 1. Pioneer is a member-owned distribution electric cooperative, organized and existing under and by virtue of the laws of the state of Kansas. Pioneer holds a certificate of convenience and necessity issued by the Commission. Pioneer serves over 16, 952 retail meters and has approximately 3,892 miles of distribution lines and 108 miles of transmission lines. Pioneer has opted to deregulate from the jurisdiction, regulation and control of the Commission, pursuant to the provisions of K.S.A. § 66-104d. Pioneer's principal office is located at 1850 West Oklahoma, Ulysses, Kansas 67880.
- 2. In addition to the undersigned, copies of pleadings, documents, and correspondence in this docket should be sent to:

Randall D.Magnison
Executive Vice President – Assistant CEO
Pioneer Electric Cooperative, Inc.
1850 West Oklahoma Street
P.O. Box 368

Ulysses, KS 67880-0368 (620) 424-5211 rmagnison@pioneerelectric.coop

- 3. On January 29, 2013, Sunflower and Pioneer jointly filed contracts for informational purposes in the instant docket, pertaining to jurisdictional services with public utilities whereby (i) Pioneer is providing firm electric power and energy to the City of Johnson, Kansas; and the City of Hugoton, Kansas; and (ii) Sunflower is claiming the accredited capacity of each city's owned generation to meet planning requirements under the SPP Criteria and may call on such generating capacity as necessary to meet Sunflower's native system load requirements or reliability requirements.
- 4. On April 20, 2015, Pioneer and Sunflower entered into certain amendments to the Firm Energy, Capacity and Ancillary Services Agreements with each of the City of Johnson and the City of Hugoton.
- 5. On December 1, 2017, Pioneer and Sunflower entered into that certain Second Amendment to Firm Energy, Capacity and Ancillary Services Agreement with the City of Johnson for the purpose of extending the term of the power supply arrangement between Pioneer and the City of Johnson until May 31, 2033, and providing for the sale of new accredited generating capacity from the City of Johnson to Sunflower (this amendment is hereinafter referred to as the "Second Amendment").
- 6. The Second Amendment, attached hereto as <u>Exhibit A</u> and incorporated herein by reference, is considered CONFIDENTIAL as it contains customer-specific contracts that contain confident commercial information. <u>Exhibit A</u> has been filed under confidential seal pursuant to K.S.A. 66-1220a and K.A.R. 82-1-221a.

7. The terms and conditions of the Second Amendment is just and reasonable and in the public interest.

WHEREFORE, Pioneer prays that the Commission take notice of said confidential Second Amendment for informational purposes.

Respectfully submitted,

Lindsay A. Campbell, #23276

Executive Vice President - General Counsel

Pioneer Electric Cooperative, Inc.

1850 West Oklahoma Street

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COUNSEL FOR PIONEER ELECTRIC COOPERATIVE, INC.

#### **VERIFICATION**

ss:

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STATE OF KANSAS

My Commission expires: 9/30/2021

COUNTY OF GRANT )
I, Lindsay A. Campbell, of lawful age, being first duly sworn upon her oath states:
That she is an attorney for the above named petitioner; that she has read the above and foregoing Second Supplemental Filing, and upon information and belief, states that the matters therein appearing are true and correct.
Lindsay A. Gampbell
SUBSCRIBED AND SWORN to before me this 6th day of February, 2018.
MICHELLE BRUNGARDT Notary Public - State of Kansas My Appt. Expires 9-30-21  Notary Public  Notary Public
Seal:

### Exhibit A

# THESE DOCUMENTS CONTAIN CONFIDENTIAL INFORMATION NOT AVAILABLE TO THE PUBLIC FILED UNDER SEAL