



February 10, 2016

[Via](#): KCC E-Filing Express

Amy L. Green
Secretary to the Commission
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604

Re: Docket No. 15-MKEE-028-CON

Dear Ms. Green:

In connection with the above referenced matter, enclosed please find the Service Agreement for Network Integration Transmission Service dated as of January 6, 2014 (the "NITSA"), by and between Kansas Municipal Energy Agency ("KMEA") and Mid-Kansas Electric Company, LLC ("Mid-Kansas") for local delivery service under the Mid-Kansas Open Access Transmission Tariff ("OATT").

It has come to our attention that the NITSA, as previously furnished to the Kansas Corporation Commission ("Commission"), inadvertently failed to include the City of Russell as a delivery point in Appendix 3. To remedy the error, Mid-Kansas and KMEA attached a revised page 3 of Appendix 3, which includes the City of Russell, to the NITSA. By this letter, Mid-Kansas now furnishes the Commission with a copy of the NITSA pursuant to Section 29.5 of the Mid-Kansas OATT and K.S.A. 66-101c. No action is necessary on your part.

Certainly, should you have any questions, do not hesitate to contact our attorney, Taylor Calcara, at 620-792-8231.

Sincerely,

Corey Linville
VP, Power Supply and Delivery

CWL/TPC/rkb

Encl. 1/6/14 NITSA (w/revised Western Appendix 3, page 3)

- c. *Via email only*
Prairie Land – Allan Miller, Chuck Look
Southern Pioneer – Randy Magnison, Lindsay Shepard
Western – Darrin Lynch, Stacey Malsam
KMEA – Paul Mahlberg, Tom Saitta, Neil Rowland

ATTACHMENT F
Service Agreement for Network Integration Transmission Service

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 6th day of January, 2014, by and between **Kansas Municipal Energy Agency** ("KMEA" or "Network Customer"), and **Mid-Kansas Electric Company, LLC** ("Mid-Kansas" or "Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Kansas Corporation Commission ("Commission") as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners of the 34.5 kV and lower voltage facilities used to serve Network Customer and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

- 1.0** The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer's Network Resources that the Network Customer has committed to meet its load.
- 2.0** The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.
- 3.0** The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.

- 4.0** Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective coterminous with that certain Service Agreement for Network Integration Transmission Service by an between Network Customer and the Mid-Kansas Electric Company, LLC (“M-K NITSA”) as such M-K NITSA shall be in effect from time to time provided that this Service Agreement may be terminated by the Network Customer by giving the Transmission Provider one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the Network Customer remains responsible for any outstanding charges, including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.
- 5.0** The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.
- 6.0** 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. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Mid-Kansas (Transmission Provider)

Mid-Kansas Electric Company, LLC
President and CEO
301 West 13th Street
P.O. Box 980
Hays, Kansas 67601
Phone: 800-354-3638
Fax: 785-623-3395

Kansas Municipal Energy Agency (Network Customer)

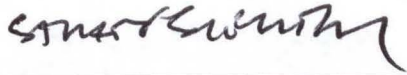
General Manager
6300 West 95th Street
Overland Park, Kansas 66212
Phone: (913) 677-2884
Fax: (913) 677-0804

- 7.0** This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.
- 8.0** Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under applicable law and any rules and regulations promulgated thereunder, or the Network Customer's rights under applicable law and rules and regulations promulgated thereunder.
- 9.0** By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

KMEA – Mid-Kansas Electric Company, LLC
Attachment F – Service Agreement for Network Integration Transmission Service

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

TRANSMISSION PROVIDER



Signature

Stuart S. Lowry

Printed Name

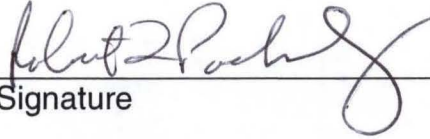
President and CEO

Title

December 20, 2013

Date

NETWORK CUSTOMER



Signature

ROBERT L. POEHLING

Printed Name

GENERAL MANAGER

Title

1/2/14

Date

Attachment 1 to the Network Integration Transmission Service Agreement
BETWEEN MID-KANSAS ELECTRIC COMPANY, LLC and KMEA
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load in the Sunflower Electric Power Corporation (“Sunflower”) Control Area as listed in Appendix 2.

The Network Customer’s Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer’s load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters, may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider’s standards and practices for similarly determining the Transmission Provider’s load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Control Areas and Intervening Systems Providing Transmission Service

The affected control area is Sunflower. The intervening systems providing transmission service are [none].

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of the KMEA member cities identified in Section 2.0 hereof as the Network Load are electrically located within the Sunflower Control Area.

6.0 Delivery Points

The delivery points are the interconnection points of the KMEA member cities identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service 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

Monthly Demand Charge shall be the Divisional, Local Access Delivery Service Monthly Rate in the Tariff, billed to Local Points of Delivery identified in Appendix 3.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

- a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.
- b) Tariff Administration Service per Schedule 1-A of the Tariff.
- c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.
- d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.
- e) Energy Imbalance Service per Schedule 4 of the Tariff.
- f) Operating Reserve – Spinning Reserve Service per Schedule 5 of the Tariff.
- g) Operating Reserve – Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network

Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses – Transmission

8.6 Real Power Losses – Distribution

The Network Customer shall replace losses in accordance with the Tariff. Loss repayment shall include provision for losses in the Transmission System plus any transformation losses shown in Appendix 3, provided that the transformer loss factor shown in Appendix 2 shall not apply where transformer loss compensation is included in the delivery point meter settings. To the extent that the Network Customer pays for losses pursuant to the SPP NITSA, it shall not be obligated to pay duplicative charges under the Tariff.

8.7 Power Factor Correction Charge

The Network Customer shall provide adequate reactive compensation for its Network Load to maintain the load power factor at each of the delivery points shown in Appendix 2 between .95 lagging and .98 leading. The Network Customer will correct conditions that result in excessive reactive flows as soon as practical upon notification from the Transmission Provider. If the condition is not promptly corrected, the Network Customer shall compensate the Transmission Provider for excessive reactive flows at a rate consistent with SPP market practices. The Parties shall maintain the system voltages on their respective side of the Receipt Point in accordance with Good Utility Practice.

8.8 Re-dispatch Charge

Re-dispatch charges shall be in accordance with Section 33.3 of the Tariff.

8.9 Wholesale Distribution Service Charge

8.10 Network Upgrade Charges

8.11 Meter Data Processing Charge

8.12 Other Charges

9.0 Credit for Network Customer-Owned Transmission Facilities

10.0 Designation of Parties Subject to Reciprocal Service Obligation

11.0 Other Terms and Conditions

**APPENDIX 1
Network Resources**

of

KMEA

As Shown in the Appendix 1 of the SPP NITSA

On the condition that KMEA has provided Mid-Kansas with a copy of all applications and related correspondence concerning additional Network Resources at the same time it provides such information to SPP.

**APPENDIX 2
Receipt Points**

of

KMEA

As Shown in Appendix 2 to the SPP NITSA

On the condition that KMEA has provided Mid-Kansas with a copy of all applications and related correspondence concerning additional Receipt Points at the same time it provides such information to SPP.

APPENDIX 3

LOCAL POINTS OF DELIVERY

Prairie Land Division			
Name: Location	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Osborne: Section 17, Township 7S, Range 12W, Osborne Co.	34.5	34.5	N/A
Stockton: Section 24, Township 7S, Range 18W, Rooks Co.	34.5	34.5	N/A
Washington: Section 11, Township 3S, Range 3E, Washington Co.	34.5	34.5	N/A

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Southern Pioneer			
Name: Location	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Ashland: Section 18, Township 33S, Range 24W, Clark Co.	34.5	34.5	N/A
Meade: Section 2, Township 31, Range 28W, Meade Co.	34.5	34.5	N/A

KMEA – Mid-Kansas Electric Company, LLC
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Western			
Name: Location	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Hoisington: Section 4, Township 18S, Range 13W, Barton Co.	34.5	34.5	N/A
Lincoln: Section 11, Township 12S, Range 10W, Lincoln Co.	34.5	34.5	N/A

KMEA – Mid-Kansas Electric Company, LLC
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Western - Revised			
Name: Location	Delivery Volt. (kV)	Metered Volt. (kV)	Transformation % Loss Factor
Hoisington: Section 4, Township 18S, Range 13W, Barton Co.	34.5	34.5	N/A
Lincoln: Section 11, Township 12S, Range 10W, Lincoln Co.	34.5	34.5	N/A
Russell: Section 29, Township 13S, Range 13W, Russell Co.	34.5	34.5	N/A

APPROVED
BY

Mid-Kansas:

SM

KMEA:

RAM