




SUNFLOWER ELECTRIC POWER CORPORATION

A Touchstone Energy® Cooperative 

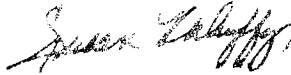
February 19, 2010

STATE CORPORATION COMMISSION

19

FEB 22 2010

Ms. Susan K. Duffy
Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027



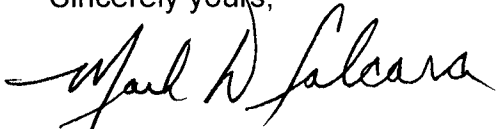
Re: Docket No. 06-SEPE-1203-CON – Withdrawal of Confidential Designation

Dear Ms. Duffy:

The confidential designation of the information contained in Sunflower Electric Power Corporation's (Sunflower) Confidential Request for Change in Billing (Request), filed on February 15, 2010 in the subject docket, is hereby withdrawn by Sunflower. Please find enclosed a revised public version of the Request, which contains the information that was previously designated by Sunflower as confidential pursuant to K.S.A. 66-1220a, which can now be released to the public.

Should you have questions or need additional information, please contact me at 785.623.3320 or Lindsay Shepard at 620.792.8231.

Sincerely yours,




Mark D. Calcara
General Counsel

Cc: Michael Peters, KEPCo

Enclosure: [Revised Request for Change in Billing – Public Version]



SUNFLOWER ELECTRIC POWER CORPORATION

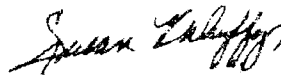
A Touchstone Energy® Cooperative 

February 15, 2010

Ms. Susan K. Duffy
Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027

STATE CORPORATION COMMISSION

FEB 16 2010



Re: Docket No. 06-SEPE-1203-CON – Request for Change in Billing

Dear Ms. Duffy:

Sunflower Electric Power Corporation ("Sunflower") hereby requests that the Commission approve a change in billing to Kansas Electric Power Cooperative, Inc. ("KEPCo") under the wholesale power agreement ("WPA") approved by the Commission in Docket No. 06-SEPE-1203-CON on July 17, 2006. The request for the change in billing involves the incorporation of Sunflower's current wholesale rate tariff to its Members into the rate KEPCo pays under the WPA. In support of this request Sunflower states as follows:

1. The WPA contemplates changes in the WHM rate charge to Sunflower's Members and used in part as a basis for the rate charged to KEPCo under the WPA may be changed from time to time.
2. Sunflower on July 27, 2009, notified the Commission that its Members had unanimously elected to be exempt from jurisdiction, regulation, supervision, and control of the Commission pursuant to K.S.A. 66-104d.
3. The Commission on September 28, 2009, issued an order in Docket No. 10-SEPE-072-DRC affirming Sunflower's election to deregulate.
4. On December 18, 2009, Sunflower's Board of Director's approved an increase in rates to its Members effective January 1, 2010. Such rates are reflected in the rate schedule, WHM-10, enclosed.

5. Sunflower is requesting that the Commission approve a change in billing to KEPCo under the WPA, effective as of the date of this filing, that incorporates the WHM-10 tariff into the rates paid by KEPCo under WPA Schedule A – Rate Schedule. Good cause exists to permit the billing adjustment effective immediately. KEPCo expressly agreed in the WPA to pay the Sunflower Member rate, plus an adder. The new Sunflower Member rate was lawfully approved and made effective for Member purchases on January 1, 2010.
6. Sunflower believes that the WPA Rate Schedule approved by the Commission in its 2006 order is an automatic adjustment clause allowing Sunflower to adjust the WPA invoices to reflect any lawful change in its WHM rate; however, KEPCo has disputed that conclusions. Pending attempts to resolve this issue with KEPCo and out of an abundance of caution, Sunflower submits this request without prejudice to the question of whether the Rate Schedule is an automatic adjustment clause.

Please direct any questions relating to this informational filing to Mark Calcara, Sunflower's General Counsel at 785.623.3320 or by email at mcalcara@sunflower.net, with a copy to Lindsay Shepard at lshepard@wcrf.com.

Sincerely,



Davis Rooney
Vice President and CFO

Enclosure: [Sunflower Member Rate Schedule WHM-10]

Cc: Stephen E. Parr
Executive Vice President and CEO
Kansas Electric Power Cooperative, Inc.
600 S.W. Corporate View
P. O. Box 4877
Topeka, Kansas 66604

Index _____

Sunflower Electric Power Corporation

SCHEDULE WHM-10

(Name of Issuing Utility)

Service Area

Replacing Schedule WHM-04 Sheet _____

(Territory to which schedule is applicable)

which was filed January 13, 2005

No supplement or separate understanding
shall modify the tariff as shown hereon

Sheet 1 of 3 Sheets

AVAILABILITY AND APPLICABILITY

Electric service available to the following member systems of Sunflower Electric Power Corporation:

Lane-Scott Electric Cooperative, Inc.
Prairie Land Electric Cooperative, Inc.
Pioneer Electric Cooperative, Inc.
Western Cooperative Electric Association, Inc.
Victory Electric Cooperative Association, Inc.
Wheatland Electric Cooperative, Inc.

Without the prior approval of the Board of Directors of Sunflower Electric Power Corporation ("Sunflower"), electric service under this tariff shall not be available for resale to customers or member systems served under a contract to which Sunflower is a party.

DELIVERY VOLTAGE

Service hereunder shall be at 115 kV or such other voltage as may be agreed upon.

RATE

The rate for service hereunder shall be:

Demand Charge per kW-month of Coincident Demand:

Summer: \$13.26

Other: \$10.60

Energy Charge (Margin) per kWh: \$.020325

Fuel Charge: Charges as set forth in Sunflower's ECA

Customer Charge: \$105 per delivery point

Issued December 21 2009
Month Day Year

Effective January 1 2010
Month Day Year

By  President and CEO
Signature of Officer Title

Index _____

Sunflower Electric Power Corporation

SCHEDULE WHM-10

(Name of Issuing Utility)

Service Area

Replacing Schedule WHM-04 Sheet _____

(Territory to which schedule is applicable)

which was filed January 13, 2005

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 2 of 3 Sheets

Summer Season: June 1 through August 31
Other Season: September 1 through May 31

COINCIDENT DEMAND

Coincident demand shall be determined on a Sunflower system basis and shall be the arithmetic sum of the sixty minute demand(s) indicated at the time of Sunflower's highest native system demand during a billing period at the applicable delivery points.

BILLING PERIOD

The billing period shall be defined as that period beginning on the hour 0001 of the 1st day of a calendar month and ending on the hour 2400 of the last day of each calendar month.

ROUNDING

When the indicated demand or a calculated base or excess billing demand results in a fraction, the nearest unit kilowatt shall be used, that is, fractions of less than 0.5 will be disregarded and fractions of 0.5 or more will be considered one unit.

POWER FACTOR

The Member agrees to maintain unity power factor as nearly as practicable. The metered demand at each delivery point will be adjusted for power factor at the time of coincident demand for power factor lower than 90%. Such adjustment shall be made by increasing the metered demand at each delivery point by 1% for each 1% which the power factor at time of coincident demand is less than 90%.

In the event that Sunflower requests the Member to change its power factor to optimize system transmission voltage characteristics resulting in a power factor less than 90% then said demand at each delivery point effected by such request will not be adjusted for power factor demand correction during period of request.

Issued December 21 2009
Month Day Year

Effective January 2010
Month Day Year

By  President and CEO
Signature of Officer Title

Index _____

Sunflower Electric Power Corporation

SCHEDULE WHM-10

(Name of Issuing Utility)

Service Area

Replacing Schedule WHM-04 Sheet _____

(Territory to which schedule is applicable)

which was filed January 13, 2005

No supplement or separate understanding
shall modify the tariff as shown hereon

Sheet 3 of 3 Sheets

METERING

Metering of power and energy hereunder shall be at the low voltage side of the delivery points. Meters shall be owned and maintained by Sunflower. Meters shall be tested no less than once each twelve months and buyer shall be notified in writing of said test no less than one week prior to testing of the meter.

MALFUNCTION IN METERING

If any malfunction of the demand recording device occurs in a billing period, the demand portion of the bill rendered to the buyer for that billing period will be based on the coincident demand calculated by applying a historical coincidence factor to the highest sixty minute demand indicated for the delivery point during the above mentioned billing period. The coincidence factor shall be determined from the historical records maintained by Sunflower on each delivery point.

EFFECTIVE DATE

This rate schedule is effective for service rendered on and after January 1, 2010.

Issued December 21 2009
Month Day Year

Effective January 1 2010
Month Day Year

By  President and CEO
Signature of Officer Title