BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

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In the Matter of the Joint Informational Filing of Sunflower Electric Power Corporation, Prairie Land Electric Cooperative, Inc., and Pioneer Electric Cooperative, Inc. to Provide Notification of Municipal Contracts

Docket No. 13-SEPE-485-CON

THIRD SUPPLEMENTAL INFORMATIONAL FILING

COMES NOW Pioneer Electric Cooperative, Inc. ("Pioneer") pursuant to K.S.A. 66-101c, and files with the State Corporation Commission of the State of Kansas ("Commission") for informational purposes a confidential "Agreement to Extend Firm Energy, Capacity and Ancillary Services Agreement" pertaining to jurisdictional services entered into by Pioneer with the City of Hugoton. In support of this Third 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 Larissa Hoopingarner Executive Legal Assistant Pioneer Electric Cooperative, Inc. 1850 West Oklahoma Street P.O. Box 368 Ulysses, KS 67880 (620) 424-5211 rmagnison@pioneerelectric.coop Ulysses, KS 67880 (620) 424-5217 Ihoopingarner@pioneerelectric.coop

3. On January 29, 2013, Sunflower Electric Power Corporation ("Sunflower") and Pioneer jointly filed a Firm Energy, Capacity and Ancillary Service Agreement with each of the City of Hugoton and City of Johnson (each hereinafter referred to as the "Power Supply Agreement" and collectively, the "Power Supply Agreements") 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 Southwest Power Pool ("SPP") Criteria and may call on such generating capacity as necessary to meet Sunflower's native system load requirements or reliability requirements.

4. On August 20, 2015, Pioneer filed in the instant docket a Supplemental Informational Filing regarding amendments to the Power Supply Agreements with each of the City of Johnson and the City of Hugoton. The purpose of the amendments was to correct identified technical errors in the Power Supply Agreements and to extend the term of the City of Johnson Power Supply Agreement.

5. On March 5, 2018, Pioneer filed in the instant docket a Second Supplemental Informational Filing regarding a "Second Amendment to Firm Energy, Capacity and Ancillary Services Agreement" (the "Second Amendment") with the City of Johnson. The purpose of the Second Amendment was to extend the term of the Power Supply Agreement with the City of Johnson until May 31, 2033, and provide for the sale of new accredited generating capacity from the City of Johnson to Sunflower.

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6. On May 11, 2020, Pioneer, Sunflower and the City of Hugoton entered into an "Agreement to Extend Firm Energy, Capacity and Ancillary Services Agreement" (the "Extension Agreement") for the purpose of extending the term of the Power Supply Agreement with the City of Hugoton until December 31, 2031, and modifying the rate at which the City of Hugoton will pay Pioneer for power supply and the rate Sunflower will pay the City of Hugoton for accredited generating capacity.

7. The Extension Agreement, attached hereto as <u>Exhibit A</u> and incorporated herein by reference, is considered CONFIDENTIAL as it contains customer-specific contracts that contain confidential 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.

8. The terms and conditions of the Extension Agreement are just and reasonable and in the public interest.

WHEREFORE, Pioneer prays that the Commission take notice of the confidential Extension Agreement for informational purposes.

Respectfully submitted,

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Lindsay A. Campbell, #23276 Executive Vice President – General Counsel Pioneer Electric Cooperative, Inc. 1850 West Oklahoma Street P.O. Box 368 Ulysses, Kansas 67880 (620?) 424-5206 telephone Icampbell@pioneerelectric.coop

COUNSEL FOR PIONEER ELECTRIC COOPERATIVE, INC.

VERIFICATION

STATE OF KANSAS))ss: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 Third Supplemental Filing, and upon information and belief, states that the matters therein appearing are true and correct.

- Cauful Lindsay A. Campbell

SUBSCRIBED AND SWORN to before me this 🔏 day of June, 2020.

Nichelle Brungardt

Seal: MICHELLE BRUNGARDT Notary Public - State of Kansas My Appt. Expires 9-30-3031

My Commission expires:

<u>Exhibit A</u>

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