LAW OFFICES
BRYDON, SWEARENGEN & ENGLAND
PROFESSIONAL CORPORATION
312 EAST CAPITOL AVENUE
P. O. BOX 456
JEFFERSON CITY, MISSOURI 65102-0456
TELEPHONE (573) 635-7166
FACSIMILE (573) 635-3847
E-MAIL: DUFFY@BRYDONLAW.COM

DAVID V.G. BRYDON
JAMES C. SWEARENGEN
WILLIAM R. ENGLAND, III
JOHNNY K. RICHARDSON
GARY W. DUFFY
PAUL A. BOUDREAU
SONDRA B. MORGAN
CHARLES E. SMARR

DEAN L. COOPER
MARK G. ANDERSON
TIMOTHY T. STEWART
GREGORY C. MITCHELL
BRIAN T. MCCARTNEY
DALE T. SMITH
BRIAN K. BOGARD

OF COUNSEL
RICHARD T. CIOTTONE

July 10, 2001

FILED[3]
JUL 10 2001
Missouri Public Service Commission

EO-2002-24

Mr. Dale Hardy Roberts
Executive Secretary
Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

RE: The Empire District Electric Company
Southwest Power Pool RTO

Dear Mr. Roberts:

Enclosed for filing in the above-referenced proceeding please find an original and eight copies of a Request for Finding of Lack of Jurisdiction Or, In the Alternative, Application.

If you have any questions, please give me a call.

Sincerely yours,

Gary W. Duffy

Enclosures
cc w/encl: Office of Public Counsel
Office of the General Counsel
Bill Gipson

EDSPPRTOappcov/gdmydocs/wp8

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of The Empire District Electric Company joining the Regional Transmission Organization of the Southwest Power Pool.	)))	Case No. EO-2002-24

REQUEST FOR FINDING OF LACK OF JURISDICTION OR, IN THE ALTERNATIVE, APPLICATION

COMES NOW The Empire District Electric Company ("Empire") by and through its counsel, and for its Request for Finding of Lack of Jurisdiction Or, in the Alternative, Application, respectfully states as follows:

Background

1. Empire is a Kansas corporation with its principal office and place of business at 602 Joplin Street, Joplin, Missouri 64801. Empire is engaged in the business of providing electrical and water utility services in Missouri to customers in its service areas and has a certificate of service authority to provide certain telecommunications services. Empire is an "electrical corporation," a "water corporation," a "telecommunications company" and a "public utility" as those terms are defined in section 386.020 RSMo. 2000, and is subject to the jurisdiction and supervision of the Commission as provided by law. Empire has no pending or final judgments or decisions against it from any state or federal agency or court which involve findings of inferior service to customers within the three years immediately preceding the filing of this application. For that same time period, Empire has a pending rate case in Missouri, and a pending rate unbundling proceeding in Arkansas. Empire has no overdue Commission annual reports or assessment fees. Empire's documents of incorporation were filed with the

Commission in Case No. EF-94-39 and said documents are incorporated herein by reference in accordance with 4 CSR 240-2.060(1)(G). A Certificate of Authority from the Missouri Secretary of State to the effect that Empire, a foreign corporation as far as Missouri is concerned, is duly authorized to do business in the State of Missouri was filed with the Commission in Case No. EM-2000-369 and is incorporated herein by reference.

2. Empire has filed with the Federal Energy Regulatory Commission ("FERC") an application to transfer operational control over designated transmission facilities to the Regional Transmission Organization ("RTO") of the Southwest Power Pool ("SPP"). This filing was made on May 25, 2001, and pursuant to section 203 of the Federal Power Act, 16 U.S.C. § 824b, as required by FERC Order 2000. A copy of the filing ("the FERC application") is attached as **Appendix A**. The FERC application asks the FERC to approve of the transfer of operational control for a large majority of Empire's transmission system as of the date that the SPP complies with the RTO requirements of the FERC.

3. The purpose of this filing with the Missouri Public Service Commission ("Commission") is to obtain an order from the Commission finding that the Commission has no jurisdiction over the subject matter of the FERC application or, in the alternative, to obtain the Commission's approval if it determines it does have jurisdiction.

4. Communications in regard to this Request/Application should be addressed to:

Gary W. Duffy, Attorney at Law
Brydon, Swearengen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, Missouri 65102
Telephone: (573) 635-7166
Facsimile: (573) 635-3847
Email: Duffy@Brydonlaw.com

Justification for a Finding of No Jurisdiction

5. The Commission has subject matter jurisdiction in situations where an electrical corporation seeks to "sell, assign, lease, transfer, mortgage or otherwise dispose of or encumber the whole or any part of its franchise, works or system, necessary or useful in the performance of its duties to the public ... ." See § 393.190 RSMo 2000. It does not appear to Empire that the transfer of operational control to the SPP RTO in this situation qualifies as an event which would trigger either the letter or the spirit of § 393.190.

6. Empire has been a member of the SPP for many years. Empire has no recollection of ever filing an application with the Commission requesting permission to initially join the SPP or submit to its control over certain aspects of Empire's operations. Empire is a transmission-owning member of SPP, and transmission service across Empire's transmission system is provided under the rates, terms and conditions of the SPP tariff approved by FERC. FERC Order 2000 required all public utilities that own, operate or control interstate transmission facilities, other than those already in an approved regional transmission entity, to submit a proposal to participate in an RTO. As indicated in the FERC application attached hereto, SPP already provides or administers most of the services required by FERC Order 2000 such as transmission service at non-pancaked rates throughout a large region.

7. The "transfer of operational control" over the designated Empire facilities as described in the FERC application does not appear to Empire to rise to the level of the type of transaction contemplated by § 393.190 RSMo. Enacted in the early years of the previous century, the general "spirit" of § 393.190 and similar provisions enacted by other states was to require state approval of transactions that were viewed as possibly adversely affecting the rates or service provided by electric companies. It was designed to ensure the continuation of

adequate service to the public served by the utility. ***State ex rel. City of St. Louis v. P.S.C.***, 73 S.W.2d 393, 400 (Mo. banc 1934). This statute originated in an era of "trusts" and corporate abuses which eventually led to the creation of the Federal Power Administration and the Securities and Exchange Commission. There is no potential for the type of abuses § 393.190 was designed to prevent in this situation since this is a transfer of operational control to an entity which is regulated by and essentially mandated by order of the FERC for the purpose of ensuring adequate service to the public.

8. The transfer of operational control contemplated in the FERC application is not the same thing as Empire seeking to sell or lease a substation or a transmission line to another electric service provider, or Empire executing a mortgage for any of its real property. There is no transfer of legal or equitable title from Empire to SPP for any of the transmission facilities subject to the FERC application, as there would be in a sale, assignment or mortgage. Empire retains the same ownership rights of all of the transmission facilities that it possesses immediately prior to the transfer of operational control. Finally, no changes in rates or quality of service to Empire's Missouri ratepayers are anticipated as a result of this transfer of operational control.

9. In consideration of the foregoing, the Commission should issue an order determining that it has no jurisdiction over the subject transaction.

Application

10. Although Empire does not believe that this transaction requires the approval of the Commission, in an abundance of caution, and by pleading in the alternative, Empire seeks Commission approval pursuant to Section 393.190.1, RSMo 2000 and 4 CSR 240-2.060.

11. As to the material required by 4 CSR 240-2.060(1), Empire incorporates by

reference the material contained in paragraphs 1, 2, 3 and 4 hereof.

12. As to the material required by 4 CSR 240-2.060(7)(A), Empire states that the property involved in the transaction is most of its electric transmission system. A map showing the involved system is contained in **Appendix A**, Exhibit I.

13. As to the material required by 4 CSR 240-2.060(7)(B), Empire states that there is no agreement to "sell." The agreement that is the subject of the transaction is contained in **Appendix A**, Exhibit III.

14. As to the material required by 4 CSR 240-2.060(7)(D), Empire states that there is no proposed sale. The transfer of operational control is in the public interest because it furthers the interests of the SPP RTO in accordance with the FERC's expressed desire to establish RTOs.

15. As to the material required by 4 CSR 240-2.060(7)(E), Empire states that there is no "purchaser" because there is no sale. Empire believes that neither the SPP nor the SPP RTO will be subject to the jurisdiction of the Commission.

16. As to the material required by 4 CSR 240-2.060(7)(F), Empire states that there is no expected impact on the tax revenues of any political subdivisions because there will be no transfer of title to any Empire facilities. Empire will continue to be the owner of the facilities and will continue to be responsible for taxes levied thereon.

WHEREFORE, Empire respectfully requests that the Commission:

(A) Dismiss the application and close this case based upon a finding that it has no jurisdiction over the subject transaction; or, in the alternative,

(B) Authorize Empire to execute and perform in accordance with the terms described in the Agreement contained in the FERC application, and to take any and all other actions which may be reasonably necessary and incidental to Empire's performance thereunder; and,

(C) granting such other relief as may be deemed necessary and appropriate which is not inconsistent with this pleading.

Respectfully submitted,

Gary W. Duffy MBE #24905
BRYDON, SWEARENGEN & ENGLAND P.C.
312 E. Capitol Avenue
P. O. Box 456
Jefferson City, MO 65102
(573) 635-7166 voice
(573) 635-3847 facsimile
Email: Duffy@Brydonlaw.com

ATTORNEYS FOR
THE EMPIRE DISTRICT ELECTRIC COMPANY

AFFIDAVIT

State of Missouri)
) ss
County of Cole)

I, Gary W. Duffy, having been duly sworn upon my oath, state that I am an attorney for The Empire District Electric Company, that I am duly authorized to make this affidavit on behalf of The Empire District Electric Company, and that the matters and things stated in the foregoing pleading are true and correct to the best of my information, knowledge and belief.

Gary W. Duffy

Subscribed and sworn before me this 10th day of July, 2001.

ROBIN HENLEY GRIFFITH NOTARY SEAL MY COMMISSION EXPIRES DEC. 28, 2001 NOTARY PUBLIC COUNTY OF MILLER STATE OF MISSOURI

Robin Henley Griffith
Notary Public

Certificate of Service

The undersigned certifies that a true and correct copy of the foregoing pleading was hand delivered this 10th day of July, 2001, to the Office of the Public Counsel and the Office of the General Counsel.

Gary W. Duffy

EDSPPRTOapp/gdmydocs/wp8

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

The Empire District Electric Company) Docket No. EC01-_____

APPLICATION OF THE EMPIRE DISTRICT ELECTRIC COMPANY TO TRANSFER OPERATIONAL CONTROL OVER TRANSMISSION FACILITIES TO SOUTHWEST POWER POOL, INC.

Pursuant to section 203 of the Federal Power Act ("FPA"), 16 U.S.C. § 824b, and part 33 of the Federal Energy Regulatory Commission's ("Commission") regulations, and as required by Order No. 2000,[1] The Empire District Electric Company ("Empire") seeks approval of the transfer of operational control over the designated transmission facilities to the Southwest Power Pool, Inc. ("SPP") Regional Transmission Organization ("SPP RTO"). Empire requests that this transfer occur on the date the Commission finds that SPP complies with its RTO requirements. In support thereof, Applicants state as follows:

I.
INTRODUCTION

SPP currently administers the provision of open access transmission service across the SPP region under the terms of SPP's open access transmission tariff ("SPP Tariff"). The transmission facilities used to provide service under the SPP Tariff are comprised of the transmission facilities owned by a number of public utility and non-public utility members of SPP that are currently committed to the SPP Tariff. Customers taking service under the SPP Tariff possess the ability to deliver power throughout the

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[1] Regional Transmission Organizations, Order No. 2000, 1996-2000 FERC Stats. & Regs., Regs. Preambles ¶ 31,089 (1999), order on reh'g, Order No. 2000-A, 1996-2000 FERC Stats. & Regs., Regs. Preambles ¶ 31,092 (2000).

APPENDIX A

SPP region while paying only a single non-pancaked transmission charge for service across the Tariff's transmission facilities.[2]

Empire is an investor-owned electric utility company that provides electric generation, transmission and distribution services to retail customers located in a 10,000 square-mile area covering parts of Southwest Missouri, Southeast Kansas, Northwest Arkansas and Northeast Oklahoma, and to wholesale customers located in these areas and elsewhere. Empire is a transmission-owning member of SPP, and transmission service across its transmission systems is provided under the rates, terms and conditions of the SPP Tariff. Empire has committed its transmission facilities to use under the SPP Tariff. Empire has been an active participant in the development of the SPP RTO, and strongly supports the efforts of SPP and its members to form an RTO for that region.

In Order No. 2000, the Commission required all public utilities that own, operate or control interstate transmission facilities, other than those already in an approved regional transmission entity, to submit by October 16, 2000, a proposal to participate in an RTO, or an alternative filing describing the efforts and plans to participate in an RTO, and any obstacles to participation. On October 16, 2000 Empire submitted a filing indicating that because of a then-pending merger, it was unable to commit to a particular RTO.[3] In that filing, Empire indicated that in the event the merger was not

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2 See Southwest Power Pool, Inc., 89 FERC ¶ 61,284 (1999) (accepting addition of network transmission service); Southwest Power Pool, Inc., 86 FERC ¶ 61,090 (1999) (long-term point-to-point transmission service); Southwest Power Pool, Inc., 82 FERC ¶ 61,267 (1998) (short-term firm and non-firm point-to-point transmission service).

3 The Empire Elec. Co., Docket No. RT01-29, Submission of Filing in Accordance with Order No. 2000 (filed Oct. 16, 2000) ("October 16th Filing").

consummated, it most likely would join the SPP RTO.[4] However, this merger was not completed. Accordingly, and consistent with Order No. 2000, Empire will participate as a transmission-owning member of the RTO, and commit the vast majority of its transmission facilities to the SPP RTO's operational control.

In addition, on October 13, 2000, SPP submitted a filing pursuant to FPA section 205, 16 U.S.C. § 824d, and section 35.34 of the Commission's regulations, 18 C.F.R. § 35.34, to establish the SPP RTO, and seeking recognition that the SPP RTO satisfies the requirements of Order No. 2000 and the Commission's regulations issued thereunder ("October 13th Filing").[5] Today's section 203 application, along with any other section 203 filings that have or will be submitted by the SPP's members, is being submitted as a necessary part of SPP's proposal to establish an RTO.

A full description of the SPP RTO is contained in the October 13th Filing. The transfer of operational control of the subject facilities reflected in this application is necessary to effectuate the creation of the SPP RTO. For the reasons set forth below and in the October 13th Filing, this transfer is consistent with the public interest and should be approved.

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4 October 16th Filing at 3.

5 In an order issued on March 28, 2001, the Commission indicated that it had insufficient information to rule on the scope and configuration of the SPP RTO pending the submission of any section 203 applications from its members to transfer operational control of their facilities to SPP, and required SPP to file a report by May 25, 2001, to address scope and configuration issues. Southwest Power Pool, Inc., 94 FERC ¶ 61,359, at 62,296 (2001) ("March 28th Order"). The March 28th Order did not address any other aspect of SPP's October 13th Filing. The Commission has indicated in the March 28th Order that section 203 filings are a key part of any RTO proposal. Id.

II.
PUBLIC INTEREST OF THE PROPOSED TRANSFER

The proposal to vest the SPP RTO with operational and functional control over the Transferred Facilities is clearly consistent with the public interest.[6] In its March 28, 2001 Order, the Commission required the transfer of such operational control to SPP in order for SPP to be recognized as an RTO.[7] Such transfer of control also is consistent with Order No. 2000.[8]

While SPP already provides or administers most of the services required by Order No. 2000 such as transmission service at non-pancaked rates throughout a large region, the transfer of operational control will aid the SPP RTO in expanding its regional scope. As an RTO, transmission owners that currently are not participating in the SPP tariff will have an incentive to transfer their facilities as well to the SPP RTO. Further, reliability will be improved by incorporating more transmission systems under the SPP umbrella. This 203 application, which is a prerequisite to Commission recognition of SPP as an RTO, therefore, promotes competition helping to establish the SPP RTO and by maintaining and potentially expanding the area over which transmission is provided at non-pancaked rates.

These transfers of operational control will not adversely impact the rates paid by any Empire or SPP transmission customer in any way and, in some instances, will result

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6 As noted in the October 13th Filing, the use of an operational control model, rather than the actual transfer of ownership, is appropriate for RTOs provided the RTO meets Order No. 2000's minimum functions and characteristics. Order No. 2000 at 31,091.

7 94 FERC at 62,296.

8 Order No. 2000 at 31,045.

in lower transmission costs.[9] Nor will the proposed transfer have any adverse affect on the ability of the FERC or any other authority to regulate Empire or its operation. Empire will remain subject to the FERC's jurisdiction for wholesale sales and jurisdictional transmission activities (to the extent not provided under the SPP Tariff), and subject to the jurisdiction to the applicable state agencies for retail sales. And, FERC will continue to regulate Empire's other transmission activities through its regulation of the SPP RTO.

III.
DESCRIPTION OF FACILITIES

The transmission facilities that Empire is transferring to the SPP's operational and functional control (hereinafter, "Transferred Facilities") are shown on the system schematics attached as Exhibit I to this filing.[10] The Transferred Facilities consist of all transmission facilities rated at 60 kV or higher, as well as lower voltage booked transmission facilities reflected in Empire's existing transmission rates. See RTO Membership Agreement, Section 1.23. Empire has also executed an agency agreement with SPP that will allow certain 34.5 facilities to be treated as Tariff Facilities under the SPP Tariff.

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9 Certain transmission services across the Empire transmission are currently provided under the SPP Tariff, thus customers who use the Empire transmission system under the SPP Tariff will pay the same rates before the transfer as after. Further, by expanding the size of the market, as well as the size of SPP, consumers should see lower generation costs (than they would have without the RTO) due to their greater access to suppliers.

10 Because of the size of these diagrams and the expense of reproducing them, copies of these diagrams are not being included with service copies of this filing. SPP requests all waivers of the Commission's filing regulations to allow service in this fashion. Any party desiring copies of these diagrams should contact David Berman of Wright & Talisman, P.C. at 202-393-1200 or berman@wrightlaw.com.

In addition to the schematics contained in this filing, the SPP RTO will prepare a detailed list of all facilities under its control within two months of this filing. That register of facilities will be available to the public and posted on the SPP OASIS.

IV.
INFORMATION REQUIRED BY PART 33

In large part the information required by Part 33 is not relevant to the SPP RTO filing. Therefore, Applicants request waiver of the requirements of Part 33 not specifically addressed herein. The Commission has not required detailed compliance with Part 33 in other applications to transfer operational control to an RTO.[11]

In any event, Applicants state the following:

A. Section 33.2

33.2(a) The exact name of the applicant and its principal business address is:

The Empire District Electric Company
602 Joplin Street
P.O. Box 127
Joplin, MO 64802

[11] For example, in the recently approved RTO proposals submitted by the GridFlorida and GridSouth RTOs, the filing entities sought waiver of many of the Part 33 filing requirements, which the Commission granted without discussion. See GridFlorida LLC, Order No. 2000 Joint Compliance Filing, Docket No. RT01-67 at 109 (filed Oct. 16, 2000), provisionally approved, GridFlorida LLC, 94 FERC ¶ 61,363 (2001); Carolina Power & Light Co., Docket No. RT01-74, Transmittal letter at 76-79 (filed Oct. 16, 2000), provisionally approved, Carolina Power & Light Co., 94 FERC ¶ 61,273 (2001); see also Order No. 642, Revised Filing Requirements Under Part 33 of the Commission's Regulations, 1996-2000 FERC Stats. & Regs., Regs. Preambles ¶ 31,111 at 31,877 (2000) (recognizing that not all section 203 applications will require the same degree of information in order for the Commission to determine whether the transaction is consistent with the public interest.

33.2(b) The names and addresses of the persons to receive notice, including phone, fax, and e-mail addresses are detailed in Part V.

33.2(c) A general description of Empire is stated in Part I.

33.2(d) The jurisdictional facilities to be transferred are detailed in Part III and Exhibit II.

33.2(e) A description of the proposed transaction is contained in this filing and the SPP October 13th RTO filing.

33.2(f) The SPP RTO Membership Agreement, along with the agency agreement between SPP and Empire, are included as Exhibit III.[12]

33.2(g) The facts relied upon to show that the transaction is in the public interest are detailed herein and SPP's October 13th Filing.

33.2(h) Maps are included as Exhibit I.

33.2(i) Empire District will seek the requisite state approvals.

B. Sections 33.3 and 33.4

Consistent with Order No. 642 and the Commission's regulations issued thereunder, Empire does not need to provide the analyses required by section 33.3 and 33.4. These provisions establish the requirements for horizontal and vertical mergers, and are not required for applications filed in response to Order No. 2000 or which only

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12 Because the RTO Membership Agreement was previously submitted to the FERC as Exhibit No. SPP-3 to the October 13 Filing, only the executed signature page is being provided. A complete version of the agency agreement is provided herein.

involve the transfer of transmission facilities. Order No. 642 at 31,903; 18 C.F.R. § 33.3(a)(1); 18 C.F.R. § 33.4(a)(1).

C. Section 33.5

To the extent deemed necessary, Empire requests waiver of the requirement to provide the proposed accounting entries required by section 33.5. Empire will provide this information at a later date if and as required by the Commission though its ownership is not changing. Empire does not expect that the accounting for the transmission facilities will change.

V.
SERVICE AND CORRESPONDENCE

The names and addresses of the persons authorized to receive all notices, orders, pleadings, and correspondence concerning this Application are as follows:

Michael E. Small
General Counsel - Southwest Power Pool, Inc.
Wright & Talisman, P.C.
1200 G Street, N.W.
Suite 600
Washington, D.C. 20005
(202) 393-1200 phone
(202) 393-1240 fax
small@wrightlaw.com

Michael E. Palmer
The Empire District
Electric Company
602 Joplin Street
P.O. Box 127
Joplin, MO 64802
(417) 625-4250 phone
(417) 625-5153 fax
mpalmer@empiredistrict.com

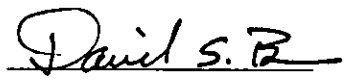
VI.
STATUTORY NOTICE

To fulfill the requirement of section 203 that the Commission provide reasonable notice to certain identified officials and agencies, Empire has delivered a copy of this filing to the governor's office and utility regulatory commission for each state in which any Transferred Facilities are located. This filing also has been served on all parties in Docket No. RT01-34, the SPP RTO proceeding.

VII.
CONCLUSION

WHEREFORE, Empire respectfully requests that the Commission issue an order pursuant to FPA section 203 finding that the proposed transfer of operational control over the Transferred Facilities to SPP is consistent with the public interest.

Respectfully submitted,



Michael E. Palmer
The Empire District
Electric Company
602 Joplin Street
P.O. Box 127
Joplin, MO 64802
(417) 625-42509

Michael E. Small
David S. Berman
Wright & Talisman, P.C.
1200 G Street, N.W.
Suite 600
Washington, DC 20005-3802
(202) 393-1200

Attorneys for
The Empire District Electric Company

May 25, 2001

k:\empire\section 203 application

EXHIBIT I

EXHIBIT II

COMPLETE LIST OF SUBSTATION, SWITCHING AND METERING STATIONS
as of December 31, 2000

Sub No.	Substation Name	State	*Class	Attended or Unattended	Type of Service	Voltage High Side Ph to Ph	Voltage Low Side Ph to Ph	Total Capacity of Transformers in Service	Number	Phase	Total Capacity of Spare Transformers	Number	Phase
73	Bolivar - Burns	MO	A	Unattended	Trans.	161,000	69,000	75,000	1	3	-	-	-
73	Bolivar - Burns	MO	A	Unattended	Trans.	-	12,000	tertitary	-	-	-	-	-
109	Joplin - Atlas Jct.	MO	A	Unattended	Trans.	161,000	69,000	75,000	1	3	-	-	-
109	Joplin - Atlas Jct.	MO	A	Unattended	Trans.	-	12,000	tertiary	-	-	-	-	-
110	Joplin - Oronogo Jct.	MO	A	Unattended	Trans.	161,000	69,000	75,000	1	3	-	-	-
110	Joplin - Oronogo Jct.	MO	A	Unattended	Trans.	-	12,000	tertiary	-	-	-	-	-
124	Aurora H.T. 161Kv	MO	A	Unattended	Trans.	161,000	69,000	91,367	3	3	-	-	-
124	Aurora H.T. 161Kv	MO	A	Unattended	Trans.	-	12,000	tertiary	-	-	-	-	-
145	Joplin - West 7th Street	MO	A	Unattended	Trans.	161,000	69,000	150,000	1	3	0	0	0
167	Riverton	KS	A	Attended	Gen.Plant	161,000	69,000	60,000	1	3	-	-	-
184	Neosho - South Junction	MO	A	Unattended	Trans.	161,000	69,000	100,000	2	3	-	-	-
184	Neosho - South Junction	MO	A	Unattended	Trans.	-	12,470	tertiary	-	-	-	-	-
312	Ozark Dam - Powersite	MO	A	Unattended	Trans.	161,000	69,000	41,667	1	3	-	-	-
312	Ozark Dam - Powersite	MO	A	Unattended	Trans.	-	12,470	tertiary	-	-	-	-	-
368	Dadeville - East	MO	A	Unattended	Trans.	161,000	69,000	75,000	1	3	-	-	-
368	Dadeville - East	MO	A	Unattended	Trans.	-	12,000	tertiary	-	-	-	-	-
383	Monett 161-69Kv	MO	A	Unattended	Trans.	161,000	69,000	150,000	1	3	-	-	-
383	Monett 161-69Kv	MO	A	Unattended	Trans.	-	12,000	tertiary	-	-	-	-	-
389	Joplin-Southwest 161-69Kv	MO	A	Unattended	Trans.	161,000	69,000	75,000	1	3	-	-	-
389	Joplin-Southwest 161-69Kv	MO	A	Unattended	Trans.	-	12,000	tertiary	-	-	-	-	-
392	Decatur - South	AR	A	Unattended	Trans.	161,000	69,000	75,000	1	3	-	-	-
392	Decatur - South	AR	A	Unattended	Trans.	-	12,000	tertiary	-	-	-	-	-
404	Hockerville 161-69Kv	OK	A	Unattended	Trans.	161,000	69,000	75,000	1	3	-	-	-
404	Hockerville 161-69Kv	OK	A	Unattended	Trans.	-	12,470	tertiary	-	-	-	-	-
404	Hockerville 161-69Kv	OK	A	Unattended	Trans.	161,000	138,000	112,000	1	3	-	-	-
404	Hockerville 161-69Kv	OK	A	Unattended	Trans.	-	12,000	tertiary	-	-	-	-	-
418	Stockton - AEC Tie	MO	A	Unattended	Trans.	161,000	69,000	75,000	1	3	-	-	-
418	Stockton - AEC Tie	MO	A	Unattended	Trans	-	12,000	tertiary	-	-	-	-	-
435	Monett 161-69Kv	MO	A	Unattended	Trans.	161000	69,000	75000	1	3	-	-	-
435	Monett 161-69Kv	MO	A	Unattended	Trans.	-	12,470	tertiary	-	-	-	-	-

* Class A - Transmission stations and substations on company property

Class B - Distribution stations and substations on company property

Class C - Distribution stations and substations on customer's property

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti tructur	Length of Pole Miles On Line Designated	On Other Line	Number of Circuits	Frequency
Kansas	4	#4-0	34.5	WP	1.057		1	25
Kansas	4	#27-0	34.5	WP	27.287		1	60
		Kansas Total Type 4, 1 Circuit, W-P Lines			28.344			
Missouri	4	#37-0	34.5	WP	2.042		1	60
Missouri	4	#8-2	34.5	WP	38.698		1	60
		Missouri Total Type 4, 1 Circuit, W-P Lines			40.740			
Oklahoma	4	#27-0	34.5	WP	8.682		1	60
		Oklahoma Total Type 4, 1 Circuit, W-P Lines			8.682			
Summary of Type 4, 1 Circuit, WP Lines								
Kansas					28.344			
Missouri					40.740			
Oklahoma					8.682			
		Total Type 4, 1 Circuit, WP Lines			77.766			
Kansas	4	#27-1	34.5	WH	0.700		1	60
		Kansas Total Type 4, 1 Circuit, W-H Lines			0.700			
Summary of Type 4, 1 Circuit, W-H Lines								
Kansas					0.700		1	60
		Total Type 4, 1 Circuit, W-H Lines			0.700			
Kansas	4	#4-0	34.5	SP	1.450		1	60
		Kansas Total Type 4, 1 Circuit, S-P Lines			1.450			
Summary of Type 4, 1 Circuit, S-P Lines								
Kansas					1.450			
		Total Type 4, 1 Circuit, S-P Lines			1.450			
		Total Type 4, 1 Circuit, W-P Lines			77.766			
		Total Type 4, 1 Circuit, W-H Lines			0.700			
		Total Type 4, 1 Circuit, S-P Lines			1.450			
		Grand Total Type 4, 1 Circuit Lines			79.916			
Kansas	4	#7-0	34.5	WP	0.000	1.057	2	25

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti tructur	Length of Pole Miles On Line Designated	Length of Pole Miles On Other Line	Number of Circuits	Frequency
	3	#6-0	69	WP	m		2	60
		Kansas Total Type 4, 2 Circuit, W-P Lines				1.057		
		m- See Type 3, 2 Circuit, WP Milages for 6-0 Line						
Missouri	4	#8-2	34.5	WP	1.095	1.804	2	60
Missouri	3	#8-0	69	WP	c		2	60
		Missouri Total Type 4, 2 Circuit, W-P Lines			1.095	1.804		
		c- See Type 3, 2 Circuit, W-P Mileages for 8-0 Line						
Summary of Type 4, 2 Circuit, W-P Lines								
Kansas						1.057		
Missouri					1.095	1.804		
		Total Type 4, 2 Circuit, W-P Lines			1.095	2.861		
Kansas	3	#6-0	69	SP	a		2	60
Kansas	4	#7-0	34.5	SP	0.000	7.427	2	60
		Kansas Total Type 4, 2 Circuit, S-P Lines				7.427		
		a- See Type 3, 2 Circuit, S-P Mileages for 6-0 Line						
Summary of Type 4, 2 Circuit, S-P Lines								
Kansas						7.427		
		Total Type 4, 2 Circuit, S-P Lines				7.427		
		Total Type 4, 2 Circuit, W-P Lines			1.095	2.861		
		Total Type 4, 2 Circuit, S-P Lines				7.427		
		Grand Total Type 4, 2 Circuit Lines			1.095	10.288		
Missouri	3	#2-0	69	WP	0.270	0.000	1	60
Missouri	3	#8-0	69	WP	22.133	0.000	1	60
Missouri	3	#8-1	69	WP	1.400	0.000	1	60
Missouri	3	#8-4	69	WP	1.126	0.000	1	60
Missouri	3	#20-0	69	WP	56.805	0.000	1	60
Missouri	3	#21-0	69	WP	19.524	0.000	1	60
Missouri	3	#21-1	69	WP	0.181	0.000	1	60
Missouri	3	#21-2	69	WP	2.995	0.000	1	60
Missouri	3	#21-3	69	WP	1.775	0.000	1	60
Missouri	3	#25-0	69	WP	1.331	0.000	1	60
Missouri	3	#25-1	69	WP	0.047	0.000	1	60
Missouri	3	#26-0	69	WP	58.671	0.000	1	60

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti tructur	Length of Pole Miles On Line Designated	Length of Pole Miles On Other Line	Number of Circuits	Frequency
Missouri	3	#26-1	69	WP	0.978	0.000	1	60
Missouri	3	#26-2	69	WP	7.218	0.000	1	60
Missouri	3	#26-3	69	WP	0.267	0.000	1	60
Missouri	3	#26-4	69	WP	13.127	0.000	1	60
Missouri	3	#26-5	69	WP	2.101	0.000	1	60
Missouri	3	#30-0	69	WP	92.368	0.000	1	60
Missouri	3	#30-1	69	WP	5.771	0.000	1	60
Missouri	3	#30-3	69	WP	2.540	0.000	1	60
Missouri	3	#30-4	69	WP	0.207	0.000	1	60
Missouri	3	#30-5	69	WP	4.332	0.000	1	60
Missouri	3	#30-6	69	WP	7.430	0.000	1	60
Missouri	3	#30-7	69	WP	12.758	0.000	1	60
Missouri	3	#30-8	69	WP	0.357	0.000	1	60
Missouri	3	#31-0	69	WP	3.980	1.690	1	60
Missouri	3	#32-0	69	WP	18.237	0.000	1	60
Missouri	3	#32-1	69	WP	0.205	0.000	1	60
Missouri	3	#32-2	69	WP	3.025	0.000	1	60
Missouri	3	#32-3	69	WP	0.226	0.000	1	60
Missouri	3	#33-0	69	WP	102.046	0.000	1	60
Missouri	3	#33-1	69	WP	1.019	0.000	1	60
Missouri	3	#33-2	69	WP	2.500	0.000	1	60
Missouri	3	#33-3	69	WP	1.207	0.000	1	60
Missouri	3	#34-0	69	WP	4.052	0.000	1	60
Missouri	3	#34-1	69	WP	2.016	0.000	1	60
Missouri	3	#35-0	69	WP	23.558	0.000	1	60
Missouri	3	#35-1	69	WP	5.074	0.000	1	60
Missouri	3	#38-0	69	WP	45.196	0.000	1	60
Missouri	3	#38-1	69	WP	0.093	0.000	1	60
Missouri	3	#38-2	69	WP	15.900	0.000	1	60
Missouri	3	#38-3	69	WP	5.290	0.000	1	60
Missouri	3	#39-0	69	WP	29.247	0.000	1	60
Missouri	3	#39-1	69	WP	6.022	0.000	1	60
Missouri	3	#40-0	69	WP	14.129	0.000	1	60
Missouri	3	#92-0	69	WP	0.908	0.000	1	60
		Missouri Total Type 3, 1 Circuit, W-P Lines			599.642	1.690		
Kansas	3	#6-0	69	WP	0.135	0.000	1	60
Kansas	3	#1-0	69	WP	0.217	0.000	1	60
Kansas	3	#1-1	69	WP	1.750	0.000	1	60
Kansas	3	#1-2	69	WP	0.042	0.000	1	60
Kansas	3	#1-3	69	WP	2.460	0.000	1	60
Kansas	3	#6-1	69	WP	2.940	0.000	1	60
Kansas	3	#27-1	69	WP	6.543	0.000	1	60
Kansas	3	#29-1	69	WP	0.114	0.000	1	60
Kansas	3	#31-0	69	WP	3.890	0.000	1	60
Kansas	3	#36-0	69	WP	2.160	0.000	1	60
		Kansas Total Type 3, 1 Circuit, W-P Lines			20.251	0.000		

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti structur	Length of Pole Miles On Line Designated	Length of Pole Miles On Other Line	Number of Circuits	Frequency
Arkansas	3	#21-0	69	WP	13.139	0.000	1	60
		Arkansas Total Type 3, 1 Circuit, W-P Lines			13.139			
Oklahoma	3	#6-0	69	WP	23.167	0.000	1	60
Oklahoma		#6-2	69	WP	3.956	0.000	1	60
Oklahoma		#6-3	69	WP	1.717	0.000	1	60
		Oklahoma Total Type 3, 1 Circuit, W-P Lines			28.840	0.000		
Summary of Type 3, 1 Circuit, W-P Lines								
Missouri					599.642	1.690		
Kansas					20.251	0.000		
Arkansas					13.139	0.000		
Oklahoma					28.840	0.000		
		Total Type 3, 1 Circuit, W-P Lines			661.872	1.690		
Kansas	3	#1-0	69	WH	0.112	0.000	1	60
		Kansas Total Type 3, 1 Circuit, W-H Lines			0.112	0.000		
Missouri	3	#8-0	69	WH	0.272	0.000	1	60
Missouri	3	#20-0	69	WH	4.368	0.000	1	60
Missouri	3	#21-0	69	WH	8.585	0.000	1	60
Missouri	3	#21-3	69	WH	3.469	0.000	1	60
Missouri	3	#30-4	69	WH	3.812	0.000	1	60
Missouri	3	#33-0	69	WH	4.111	0.000	1	60
Missouri	3	#39-0	69	WH	1.782	0.000	1	60
Missouri	3	#40-0	69	WH	3.987	0.000	1	60
Missouri	3	#92-0	69	WH	4.510	0.000	1	60
		Missouri Total Type 3, 1 Circuit, W-H Lines			34.896	0.000		
Arkansas	3	#21-0	69	WH	1.193	0.000	1	60
		Arkansas Total Type 3, 1 Circuit, W-H Lines			1.193	0.000		
Summary of Type 3, 1 Circuit, W-H Lines								
Kansas					0.112	0.000		
Missouri					34.896	0.000		
Arkansas					1.193	0.000		
		Total Type 3, 1 Circuit, W-H Lines			36.201	0.000		
Kansas	3	#6-0	69	SP	2.250	0.000	1	60
		Kansas Total Type 3, 1 Circuit, S-P Lines			2.250	0.000		
Missouri	3	#39-0	69	SP	17.807	0.000	1	60
Missouri	3	#92-0	69	SP	4.854	0.000	1	60

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti tructur	Length of Pole Miles On Line Designated	Length of Pole Miles On Other Line	Number of Circuits	Frequency
		Missouri Total Type 3, 1 Circuit, S-P Lines			22.661	0.000		
Summary of Type 3, 1 Circuit, S-P Lines								
Kansas					2.250	0.000		
Missouri					22.661	0.000		
		Total Type 3, 1 Circuit, S-P Lines			24.911	0.000		
Missouri	3	#33-0	69	ST	0.928	0.000	1	60
		Missouri Total Type 3, 1 Circuit, S-T Lines			0.928	0.000		
Summary of Type 3, 1 Circuit, S-T Lines								
Missouri					0.928	0.000		
		Total Type 3, 1 Circuit, S-T Lines			0.928	0.000		
		Total Type 3, 1 Circuit, W-P Lines			661.872	1.690		
		Total Type 3, 1 Circuit, W-H Lines			36.201	0.000		
		Total Type 3, 1 Circuit, S-P Lines			24.911	0.000		
		Total Type 3, 1 Circuit, S-T Lines			0.928	0.000		
		Grand Total Type 3, 1 Circuit Lines			723.912	1.690		
Missouri	3	#8-0	69	WP	2.379	b	2	60
Missouri	3	#21-0	69	WP	0.896	0.182	2	60
Missouri	3	#26-0	69	WP		1.100	2	60
Missouri	3	#29-0	69	WP	d	0.727		
Missouri	3	#30-0	69	WP	2.276		2	60
Missouri	3	#30-1	69	WP	0.190	0.000	2	60
Missouri	3	#32-0	69	WP	2.695	c	2	60
Missouri	3	#33-0	69	WP	3.954	7.377	2	60
Missouri	3	#34-0	69	WP	0.000	0.940	2	60
Missouri	3	#38-0	69	WP	0.000	0.098	2	60
Missouri	3	#39-0	69	WP	0.255	0.157	2	60
		Missouri Total Type 3, 2 Circuit, W-P Lines			12.645	10.581		
		b- See Type 4, 2 Circuit W-P Mileages for 8-0 Line						
		c- See Type 3, 2 Circuit W-P Mileages for 34-0 Line						
		d- See Type 1, 2 Circuit W-P Mileages for 95-0 Line						
Oklahoma	3	#6-0	69	WP	0.054	0.093	2	60
		Oklahoma Total Type 3, 2 Circuit, W-P Lines			0.054	0.093		
Kansas	3	#6-0	69	WP	1.057		2	60
Kansas	4	#7-0	34.5	WP		n		25

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti tructur	Length of Pole Miles On Line Designated	Length of Pole Miles On Other Line	Number of Circuits	Frequency
		Kansas Total Type 3, 2 Circuit, W-P Lines			1.057			
		n- See Type 4, 2 Circuit, W-P Mileages for 7-0 Line						
Summary of Type 3, 2 Circuit, W-P Lines								
Missouri					12.645	10.581		
Oklahoma					0.054	0.093		
Kansas					1.057	0.000		
		Total Type 3, 2 Circuit, W-P Lines			13.756	10.674		
Missouri	3	#21-0	69	WH	0.560	0.000	2	60
Missouri	3	#30-0	69	WH	0.500	0.580	2	60
Missouri	3	#30-1	69	WH	0.514	0.000	2	60
Missouri	3	#32-0	69	WH	0.059	a		
Missouri	3	#33-0	69	WH	0.000	0.059	2	60
Missouri	3	#35-0	69	WH	0.000	0.500		
Missouri	3	#92-0	69	WH	b	1.169	2	60
		Missouri Total Type 3, 2 Circuit, W-H Lines			1.633	2.308		
		a-See Type 3, 2 Circuit W-H Mileages for 33-0 Line						
		b-See Type 1, 2 Circuit W-H Mileages for 79-0 Line						
Summary of Type 3, 2 Circuit, W-H Lines								
Missouri					1.633	2.308		
		Total Type 3, 2 Circuit, W-H Lines			1.633	2.308		
Kansas	3	#6-0	69	SP	7.427	0.000	2	60
Kansas	4	#7-0	34.5	SP		e	2	25
		Kansas Total Type 3, 2 Circuit, S-P Lines			7.427	0.000		
		e- See Type 4, 2 Circuit, S-P Mileages for 7-0 Line						
Summary of Type 3, 2 Circuit, S-P Lines								
Kansas					7.427	0.000		
		Total Type 3, 2 Circuit, S-P Lines			7.427	0.000		
Kansas	3	#1-0	69	ST		20.050	2	60
Kansas	3	#29-0	69	ST	4.695	4.695	2	60
Kansas	3	#31-0	69	ST		0.740	2	60
Kansas	1	#79-0	161	ST	g			
Kansas	1	#81-0	161	ST	g			
		Kansas Total Type 3, 2 Circuit, S-T Lines			4.695	25.485		

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti tructur	Length of Pole Miles On Line Designated	Length of Pole Miles On Other Line	Number of Circuits	Frequency
		g-See Type 1, 2 Circuit, S-T Mileages for 79-0 and 81-0 Lines						
Missouri	3	#29-0	69	ST	3.028	3.028	2	60
Missouri	3	#39-0	69	ST		0.171	2	60
Missouri	3	#80-0	161	ST	j			
		Missouri Total Type 3, 2 Circuit, S-T Lines			3.028	3.199		
		j- See Type 1, 2 Circuit, S-T Mileages for 80-0 Line						
Summary of Type 3, 2 Circuit, S-T Lines								
Kansas					4.695	25.485		
Missouri					3.028	3.199		
		Total Type 3, 2 Circuit, S-T Lines			7.723	28.684		
		Total Type 3, 2 Circuit, W-P Lines			13.756	10.674		
		Total Type 3, 2 Circuit, W-H Lines			1.633	2.308		
		Total Type 3, 2 Circuit, S-P Lines			7.427	0.000		
		Total Type 3, 2 Circuit, S-T Lines			7.723	28.684		
		Grand Total Type 3, 2 Circuit Lines			30.539	41.666		
Kansas	1	#79-0	161	WH	4.210		1	60
Kansas	1	#81-0	161	WH	0.141		1	60
Kansas	1	#82-0	161	WH	4.880		1	60
Kansas	1	#86-0	161	WH	7.769		1	60
		Kansas Total Type 1, 1 Circuit, W-H Lines			17.000			
Missouri	1	#79-0	161	WH	50.943		1	60
Missouri	1	#80-0	161	WH	40.830		1	60
Missouri	1	#80-1	161	WH	0.237		1	60
Missouri	1	#82-0	161	WH	7.023		1	60
Missouri	1	#83-0	161	WH	9.221		1	60
Missouri	1	#84-0	161	WH	27.265		1	60
Missouri	1	#85-0	161	WH	18.421		1	60
Missouri	1	#87-0	161	WH	60.818		1	60
Missouri	1	#88-0	161	WH	15.557		1	60
Missouri	1	#89-0	161	WH	12.706		1	60
Missouri	1	#91-0	161	WH	25.233		1	60
Missouri	1	#91-1	161	WH	6.182			
Missouri	1	#92-0	161	WH	12.250		1	60
Missouri	1	#93-0	161	WH	0.640		1	60
Missouri	1	#95-0	161	WH	0.087		1	60
Missouri	1	#96-0	161	WH	3.440		1	60
		Missouri Total Type 1, 1 Circuit, W-H Lines			290.853			
Oklahoma	1	#86-0	161	WH	0.021		1	60

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti tructur	Length of Pole Miles On Line Designated	On Other Line	Number of Circuits	Frequency
		Oklahoma Total Type 1, 1 Circuit, W-H Lines			0.021			
Arkansas	1	#91-0	161	WH	18.875		1	60
		Arkansas Total Type 1, 1 Circuit, W-H Lines			18.875			
Summary of Type 1, 1 Circuit, W-H Lines								
Kansas					17.000			
Missouri					290.853			
Oklahoma					0.021			
Arkansas					18.875			
		Total of Type 1, 1 Circuit, W-H Lines			326.749			
Kansas	1	#81-0	161	ST	5.720		1	60
		Kansas Total Type 1, 1 Circuit, S-T Lines			5.720			
Summary of Type 1, 1 Circuit, S-T Lines								
Kansas					5.720			
		Total Type 1, 1 Circuit, S-T Lines			5.720			
Kansas	1	#90-0	161	WP	36.490		1	60
		Kansas Total Type 1, 1 Circuit, W-P Lines			36.490			
Arkansas	1	#91-0	161	WP	0.788		1	60
		Arkansas Total Type 1, 1 Circuit, W-P Lines			0.788			
Missouri	1	#80-1	161	WP	6.002		1	60
Missouri	1	#89-0	161	WP	0.550		1	60
Missouri	1	#95-0	161	WP	6.066		1	60
Missouri	1	#96-0	161	WP	1.990		1	60
		Missouri Total Type 1, 1 Circuit, W-P Lines			14.608			
Summary of Type 1, 1 Circuit, W-P Lines								
Kansas					36.490			
Missouri					14.608			
Arkansas					0.788			
		Total Type 1, 1 Circuit, W-P Lines			51.886			
		Total Type 1, 1 Circuit, WH Lines			326.749			
		Total Type 1, 1 Circuit, ST Lines			5.720			
		Total Type 1, 1 Circuit, WP Lines			51.886			
		Grand Total Type 1, 1 Circuit Lines			384.355			

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti tructur	Length of Pole Miles On Line Designated	Length of Pole Miles On Other Line	Number of Circuits	Frequency
Missouri	1	#80-1	161	SP	1.064	1.064		
Missouri	1	#89-0	161	SP	0.876	0.876		
		Missouri Total Type 1, 2 Circuit, S-P Lines			1.940	1.940		
Summary of Type 1, 2 Circuit, S-P Lines								
Missouri					1.940	1.940		
		Total Type 1, 2 Circuit, S-P Lines			1.940	1.940		
Kansas	1	#79-0	161	ST	0.740		2	60
Kansas	3	#31-0	69	ST	0.000	f	2	60
Kansas	1	#81-0	161	ST	19.924		2	60
Kansas	3	#1-0	69	ST	0.000	f	2	60
		Kansas Total Type 1, 2 Circuit, S-T Lines			20.664			
		f- See Type 3, 2 Circuit, S-T Mileages for 31-0 and 1-0 Lines						
Missouri	1	#80-0	161	ST	0.230		2	60
Missouri	3	#39-0	69	ST		d	2	60
		Missouri Total Type 1, 2 Circuit, S-T Lines			0.230			
		d- See Type 3, 2 Circuit, S-T Mileages for 39-0 Line						
Summary of Type 1, 2 Circuit, S-T Lines								
Kansas					20.664			
Missouri					0.230			
		Total Type 1, 2 Circuit, ST Lines			20.894			
Missouri	1	#95-0	161	WP	1.357	0.000	2	60
Missouri	1	#96-0	161	WP	1.690	0.000	2	60
		Missouri Total Type 1, 2 Circuit, W-P Lines			3.047	0		
Summary of Type 1, 2 Circuit, W-P Lines								
Missouri					3.047	0		
		Total Type 1, 2 Circuit, WP Lines			3.047	0		
Missouri	1	#79-0	161	WH	2.789	1.620	2	60
Missouri	1	#89-0	161	WH	0.000	0.556	2	60
Missouri	1	#83-0	161	WH	3.008	1.136	2	60

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of pporti tructur	Length of Pole Miles On Line Designated	Length of Pole Miles On Other Line	Number of Circuits	Frequency
Missouri	1	#84-0	161	WH	0.000	1.872	2	60
Missouri	1	#95-0	161	WH	3.483	0.000	2	60
		Missouri Total Type 1, 2 Circuit, W-H Lines			9.280	5.184		
Summary of Type 1, 2 Circuit, W-H Lines								
Missouri					9.280			
		Total Type 1, 2 Circuit, W-H Lines			9.280			
		Total Type 1, 2 Circuit, S-P Lines			1.940	1.940		
		Total Type 1, 2 Circuit, S-T Lines			20.894			
		Total Type 1, 2 Circuit, W-P Lines			3.047			
		Total Type 1, 2 Circuit, W-H Lines			9.280	5.184		
		Grand Total Type 1, 2 Circuit Lines			35.161	7.124		
Missouri	6	#94-0	345	WH	21.895		1	60
		Missouri Total Type 6, 1 Circuit, W-H Lines			21.895			
Summary of Type 6, 1 Circuit, W-H Lines								
Missouri					21.895			
		Total Type 6, 1 Circuit, W-H Lines			21.895			
		Total Type 6, 1 Circuit, W-H Lines			21.895			
		Grand Total Type 6, 1 Circuit Lines			21.895			

TRANSMISSION POLE LINE MILES FOR TAX ALLOCATION
AS OF 12-31-97

Accounting Substation	Kansas	Missouri	Oklahoma	Arkansas	System Total
1	79.874	319.958	0.021	19.663	419.516
3	35.792	675.433	28.894	14.332	754.451
4	30.494	41.835	8.682	0	81.011
6	0	21.895	0	0	21.895
	146.160	1059.121	37.597	33.995	1276.873

Transmission Line Statistics as of 12-31-97

Acct. Sub. Div.	Operatin Voltage (KV)	Design Voltage (KV)	Type of Supporting Structure	On Structures of Lines Designated	On Structures of Another Line	No. of Circuits	Wires per Circuit
1	161	161	Wood H Frame	326.749		1	3
1	161	161	Wood H Frame	9.28	5.184	2	3
1	161	161	Steel Tower	5.72		1	3
1	161	161	Steel Tower	20.894	0	2	3
1	161	161	Steel Pole	1.94	1.94	2	3
1	161	161	Wood Pole	51.886		1	3
1	161	161	Wood Pole	3.047	0	2	3
3	69	69	Wood Pole	661.872		1	3
3	69	69	Wood H Frame	36.201		1	3
3	69	69	Steel Pole	24.911		1	3

3	69	69	Steel Tower	0.928		1	3
3	69	69	Wood Pole	13.756	10.674	2	3
3	69	69	Wood H Frame	1.633	2.308	2	3
3	69	69	Steel Pole	7.427	0	2	3
3	69	69	Steel Tower	7.723	28.684	2	3
4	34.5	34.5	Wood Pole	77.766		1	3
4	34.5	34.5	Wood H Frame	0.7		1	3
4	34.5	34.5	Steel Pole	1.45		1	3
4	34.5	34.5	Wood Pole	1.095	2.861	2	3
4	34.5	34.5	Steel Pole	0	7.427	2	3
6	345	345	Wood H Frame	21.895		1	6
			Total	**1276.873**	**59.078**		

TRANSMISSION POLE LINE MILES FOR TAX ALLOCATION
AS OF 12-31-98

Accounting Substation	Kansas	Missouri	Oklahoma	Arkansas	System Total
1	79.874	319.958	0.021	19.663	419.516
3	35.792	675.433	28.894	14.332	754.451
4	30.494	41.835	8.682	0	81.011
6	0	21.895	0	0	21.895
	146.160	1059.121	37.597	33.995	1276.873

Transmission Line Statistics as of 12-31-98

Acct. Sub. Div.	Operatin Voltage (KV)	Design Voltage (KV)	Type of Supporting Structure	On Structures of Lines Designated	On Structures of Another Line	No. of Circuits	Wires per Circuit
1	161	161	Wood H Frame	326.749		1	3
1	161	161	Wood H Frame	9.28	5.184	2	3
1	161	161	Steel Tower	5.72		1	3
1	161	161	Steel Tower	20.894	0	2	3
1	161	161	Steel Pole	1.94	1.94	2	3
1	161	161	Wood Pole	51.886		1	3
1	161	161	Wood Pole	3.047	0	2	3
3	69	69	Wood Pole	661.872		1	3
3	69	69	Wood H Frame	36.201		1	3
3	69	69	Steel Pole	24.911		1	3

3	69	69	Steel Tower	0.928		1	3
3	69	69	Wood Pole	13.756	10.674	2	3
3	69	69	Wood H Frame	1.633	2.308	2	3
3	69	69	Steel Pole	7.427	0	2	3
3	69	69	Steel Tower	7.723	28.684	2	3
4	34.5	34.5	Wood Pole	77.766		1	3
4	34.5	34.5	Wood H Frame	0.7		1	3
4	34.5	34.5	Steel Pole	1.45		1	3
4	34.5	34.5	Wood Pole	1.095	2.861	2	3
4	34.5	34.5	Steel Pole	0	7.427	2	3
6	345	345	Wood H Frame	21.895		1	6
			Total	**1276.873**	**59.078**		

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TRANSMISSION POLE LINE MILES FOR TAX ALLOCATION
AS OF 12-31-00

Accounting Substation	Kansas	Missouri	Oklahoma	Arkansas	System Total
1	79.874	319.958	0.021	19.663	419.516
3	35.792	675.433	28.894	14.332	754.451
4	30.494	41.835	8.682	0	81.011
6	0	21.895	0	0	21.895
	146.160	1059.121	37.597	33.995	1276.873

Transmission Line Statistics as of 12-31-00

Acct. Sub. Div.	peratin Voltage (KV)	Design Voltage (KV)	Type of Supporting Structure	On Structures of Lines Designated	On Structures of Another Line	No. of Circuits	Wires per Circuit
1	161	161	Wood H Frame	326.749		1	3
1	161	161	Wood H Frame	9.28	5.184	2	3
1	161	161	Steel Tower	5.72		1	3
1	161	161	Steel Tower	20.894	0	2	3
1	161	161	Steel Pole	1.94	1.94	2	3
1	161	161	Wood Pole	51.886		1	3
1	161	161	Wood Pole	3.047	0	2	3
3	69	69	Wood Pole	661.872		1	3
3	69	69	Wood H Frame	36.201		1	3
3	69	69	Steel Pole	24.911		1	3
3	69	69	Steel Tower	0.928		1	3
3	69	69	Wood Pole	13.756	10.674	2	3
3	69	69	Wood H Frame	1.633	2.308	2	3
3	69	69	Steel Pole	7.427	0	2	3
3	69	69	Steel Tower	7.723	28.684	2	3
4	34.5	34.5	Wood Pole	77.766		1	3
4	34.5	34.5	Wood H Frame	0.7		1	3
4	34.5	34.5	Steel Pole	1.45		1	3
4	34.5	34.5	Wood Pole	1.095	2.861	2	3
4	34.5	34.5	Steel Pole	0	7.427	2	3
6	345	345	Wood H Frame	21.895		1	6
			Total	1276.873	59.078		

TRANSMISSION POLE LINE MILES FOR TAX ALLOCATION
AS OF 12-31-00

Accounting Substation	Kansas	Missouri	Oklahoma	Arkansas	System Total
1	79.874	319.958	0.021	19.663	419.516
3	35.792	675.433	28.894	14.332	754.451
4	30.494	41.835	8.682	0	81.011
6	0	21.895	0	0	21.895
	146.160	1059.121	37.597	33.995	1276.873

Transmission Line Statistics as of 12-31-00

Acct. Sub. Div.	peratin Voltage (KV)	Design Voltage (KV)	Type of Supporting Structure	On Structures of Lines Designated	On Structures of Another Line	No. of Circuits	Wires per Circuit
1	161	161	Wood H Frame	326.749		1	3
1	161	161	Wood H Frame	9.28	5.184	2	3
1	161	161	Steel Tower	5.72		1	3
1	161	161	Steel Tower	20.894	0	2	3
1	161	161	Steel Pole	1.94	1.94	2	3
1	161	161	Wood Pole	51.886		1	3
1	161	161	Wood Pole	3.047	0	2	3
3	69	69	Wood Pole	661.872		1	3
3	69	69	Wood H Frame	36.201		1	3
3	69	69	Steel Pole	24.911		1	3
3	69	69	Steel Tower	0.928		1	3
3	69	69	Wood Pole	13.756	10.674	2	3
3	69	69	Wood H Frame	1.633	2.308	2	3
3	69	69	Steel Pole	7.427	0	2	3
3	69	69	Steel Tower	7.723	28.684	2	3
4	34.5	34.5	Wood Pole	77.766		1	3
4	34.5	34.5	Wood H Frame	0.7		1	3
4	34.5	34.5	Steel Pole	1.45		1	3
4	34.5	34.5	Wood Pole	1.095	2.861	2	3
4	34.5	34.5	Steel Pole	0	7.427	2	3
6	345	345	Wood H Frame	21.895		1	6
			Total	1276.873	59.078		

TRANSMISSION POLE LINE MILES FOR TAX ALLOCATION
AS OF 12-31-00

Accounting Substation	Kansas	Missouri	Oklahoma	Arkansas	System Total
1	79.874	319.958	0.021	19.663	419.516
3	35.792	675.433	28.894	14.332	754.451
6	0	21.895	0	0	21.895
	115.666	1017.286	28.915	33.995	1195.862

Transmission Line Statistics as of 12-31-00

Acct. Sub. Div.	peratin Voltage (KV)	Design Voltage (KV)	Type of Supporting Structure	On Structures of Lines Designated	On Structures of Another Line	No. of Circuits	Wires per Circuit
1	161	161	Wood H Frame	326.749		1	3
1	161	161	Wood H Frame	9.28	5.184	2	3
1	161	161	Steel Tower	5.72		1	3
1	161	161	Steel Tower	20.894	0	2	3
1	161	161	Steel Pole	1.94	1.94	2	3
1	161	161	Wood Pole	51.886		1	3
1	161	161	Wood Pole	3.047	0	2	3
3	69	69	Wood Pole	661.872	1.69	1	3
3	69	69	Wood H Frame	36.201		1	3
3	69	69	Steel Pole	24.911		1	3
3	69	69	Steel Tower	0.928		1	3
3	69	69	Wood Pole	13.756	10.674	2	3
3	69	69	Wood H Frame	1.633	2.308	2	3
3	69	69	Steel Pole	7.427	0	2	3
3	69	69	Steel Tower	7.723	28.684	2	3
6	345	245	Wood H Frame	21.895	0	1	6
			Total	**1173.967**	**50.48**		

IN SERVICE

Line Designation			Line	Support Structure		Circuits/Structure					Date in	Volts/	Thousands			
Job#	From:	To:	Length	Type	Avg./Mile	Present	Ultimate	Size	Specifications	Configuration	Service	Operating	Design	Frequency	Phases	Remarks
KT-1433-C	SEKAN JCT	Sub 444	2.460	WP	20	1	1	1/0	AWG ACSR (Raven)	6.61F	5/97	69	69	60	3	Connect new Sub 444 to 69KV line on line 01-3
MT-4565-C	Sub 145	Sub 64	2.216	WP	30	1	1	795	AA (Arbutus)	6.61F	4/97	69	69	60	3	Reconductor of 32-0 line
MT-4853-C	2 Pole Line	Sub 443	0.182	WP	40	2	2	336.4	MCM ACSR 18/1 (Merlin)	6.3V	8/97	69	69	60	3	Connect New Sub 443 to 69KV line on Line 21-0
MT-4853-C	Sub 443	2 Pole Line	0.182	WP	40	2	2	336.4	MCM ACSR 18/1 (Merlin)	6.3V	8/97	69	69	60	3	Connect New Sub 443 to 69KV line on Line 21-0
KT-1425-C	.5 Mile South	1.0 Mile West of Sub 167	0.242	WP	20	2	2	4/0	CU STR	6.3V	9/97	69	69	60	3	Move 6-0 Line for KDOT (DC with 7-0)
KT-1425-C	.5 Mile South	1.0 Mile West of Sub 167	0.242	WP	20	2	2	4/0	CU STR	6.3V	9/97	34.5	34.5	60	3	Move 7-0 Line for KDOT (DC with 6-0)
MT-4664-C	Sub 258	County Line Sub Site 290	0.702	WP	20	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	1/97	69	69	60	3	Relocate 30-0 Line for MODOT
MT-3852-C	2 miles West of Neal	Neosho Sub 184	0.403	WH	10	1	1	795	MCM ACSR 26/7 (Drake)	20.78F	10/97	161	161	60	3	Relocate 91-0 Line for MODOT
MT-1147-C	Sub 422	South of 50th Street	2.314	SP	10	1	1	795	MCM ACSR 26/7 (Drake)	16.28V	8/97	69	161	60	3	Steel Pole section of Line 92-0 Connecting Sub 422 to Sub 389
MT-1147-C	South of 50th Street	Hwy 86	3.477	WH	10	1	1	795	MCM ACSR 26/7 (Drake)	20.78F	8/97	69	161	60	3	H-frame Single Ckt of Line 92-0 Connecting Sub 422 to Sub 389
MT-1147-C	Hwy 86	Sub 389	1.169	WH	10	2	2	795	MCM ACSR 26/7 (Drake)	20.78F	8/97	69	161	60	3	DC on Line 92-0 with Line 79-0
MT-1147-C	Hwy 86	Sub 389	1.169	WH	10	2	2	336.4	MCM ACSR 30/7 (ORIOLE)	20.78F	8/97	161	161	60	3	DC on Line 79-0 with Line 92-0
MT-4426-C	Sub 413	Sub 438	3.484	WP	10	1	1	795	MCM ACSR 26/7 (Drake)	16.28V	3/97	161	161	60	3	Extend 80-1 Line to serve West Branson
MT-4422-C	Sub 439	.72 Mile West of Sub 145	4.391	WP	10	1	1	795	MCM ACSR 26/7 (Drake)	16.28V	3/97	161	161	60	3	New 95-0 Line Connecting Sub 439 with Sub 145
MT-4422-C	.73 Mile West of Sub 143	Sub 145	0.727	WP	10	2	2	795	MCM ACSR 26/7 (Drake)	16.28V	5/97	161	161	60	3	DC of 29-0 Line with 95-0 Line West of Sub 145
MT-4422-C	.72 Mile West of Sub 145	Sub 145	0.727	WP	10	2	2	556.5	AA (DAHLIA)	16.28V	5/97	69	69	60	3	DC of 29-0 Line with 95-0 Line West of Sub 145

OUT OF SERVICE

Line Designation			Line	Support Structure		Circuits/Structure					Date in	Volts/	Thousands			
Job#	From:	To:	Length	Type	Avg./Mile	Present	Ultimate	Size	Specifications	Configuration	Service	Operating	Design	Frequency	Phases	Remarks
MT-4564-R	Sub 145	Sub 64	2.216	WP	30	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	4/97	69	69	60	3	Reconductor of 32-0 Line
KT-1424-R	.53 Mile South of Sub 167	1.0 Mile West of Sub 167	0.227	SP	30	2	2	4/0	CU STR	6.3V	9/97	69	69	60	3	Move 6-0 Line for KDOT (DC with 7-0)
KT-1424-R	.53 Mile South of Sub 168	1.0 Mile West of Sub 168	0.227	SP	30	2	2	4/0	CU STR	6.3V	9/97	34.5	34.5	60	3	Move 7-0 Line for KDOT (DC with 6-0)
MT-4663-R	Sub 258	Cnty Line Sub site 290	0.72	WP	30	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	1/97	69	69	60	3	Relocate 30-0 Line for MODOT
MT-3851-R	2 Miles West of Neal	Neosho Sub #184	0.302	WH	10	1	1	795	MCM ACSR 26/7 (Drake)	20.78F	10/97	161	161	60	3	Relocate 91-0 Line for MODOT
MT-1146-R	Hwy 86	Sub 389	1.169	WH	10	1	1	336.4	MCM ACSR 30/7 (ORIOLE)	20.78F	8/97	161	161	60	3	Single Circut on 79-0 Line Being Changed to DC
MT-4421-R	.73 Miles West of Sub 145	Sub 145	0.727	ST	10	2	2	2/0	CU STR	16.28V	5/97	69	69	60	3	Removed DC of 29-0 With Itself
MT-4421-R	Sub 145	.73 Miles West of Sub 143	0.727	ST	10	2	2	2/0	CU STR	16.28V	5/97	69	69	60	3	Removed DC of 29-0 With Itself

IN SERVICE

Line Designation			Line	Support Structure		Circuits/Structure					Date In	Volts/	Thousands				
Job#	From:	To:	Length	Type	Avg./Mile	Present	Ultimate	Size	Specifications	Configuration	Service	Operating	Design	Frequency	Phase	Remarks
MT-4584-C	Blackhawk Sub #415	Junerville	6.022	WP	20	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	3/98	69	69	60	3	Build 69 kV Line from Blackhawk to Junerville #39-1
MT-4424-C	Sub 145	Sub 110	1.675	WP	20	1	1	795	MCM ACSR 26/7 (Drake)	16.28V	12/98	161	161	60	3	Build 161 kV Line from Sub #145 to Sub #110 #95-0
MT-4424-C	Sub 145	Sub 110	0.63	WP	20	2	2	795	MCM ACSR 26/7 (Drake)	16.28V	12/98	161	161	60	3	Build 161 kV Line from Sub #145 to Sub #110 #95-0
MT-4424-C	Sub 145	Sub 110	3.483	WH	10	2	2	795	MCM ACSR 26/7 (Drake)	16.28V	12/98	161	161	60	3	Build 161 kV Line from Sub #145 to Sub #110 #95-0
MT-4424-C	Sub 145	Sub 110	0.0627	WH	10	1	1	795	MCM ACSR 26/7 (Drake)	16.28V	12/98	161	161	60	3	Build 161 kV Line from Sub #145 to Sub #110 #95-0
MT-3690-C	Battlefield and Campbell	1 Pole W. of Battlefield and Campbell	0.042	WP	20	1	1	4/0	MCM ACSR (Penguin)	6.61F	6/98	69	69	60	3	Reroute Intersection of Campbell and Battlefield for road widening #39-0 Line
MT-4823-C	Kamo Strafford Tap	Kamo Strafford Sub	0.153	WP	20	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	8/98	69	69	60	3	Build Tap for Kamo Sub on #38-0 Line
MT-4823-C	Kamo Strafford Sub	Kamo Strafford Tap	0.146	WP	20	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	8/98	69	69	60	3	Build Tap for Kamo Sub on #38-0 Line
KT-1476-C	Riverton Sub #167	Odd-Jayhawk Plant	2.16	WP	20	1	1	1/0	MCM ACSR (Raven)	6.61F	1/98	69	69	60	3	Line #36-0 Converted to 69kV from 12 kV
MT-5377-C	State Line Tap	Sub #389	4.6	WH	10	3	3	2-336.5	MCM ACSR (Dove)	20.78F	12/98	161	161	60	3	Reconductor #79 Line from State Line Tap to Sub #389 (Petro)
MT-4815-C	Greenfield Sub #614	Stockton Sub #63	24.6	WP	20	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	4/98	69	69	60	3	Reconductor #8 Line from Greenfield to Stockton
	Aurora Sub #124	Ash Grove Sub #121	0.06	WP	20	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	10/98	69	69	60	3	Correction to Mileage on #26-0 Line

OUT OF SERVICE

Line Designation			Line	Support Structure		Circuits/Structure					Date In	Volts/	Thousands				
Job#	From:	To:	Length	Type	Avg./Mile	Present	Ultimate	Size	Specifications	Configuration	Service	Operating	Design	Frequency	Phase	Remarks
OT-5262-R	3 miles North of Welch (tap)	0.412 miles West of Tap	0.412	WP	20	1	1	1/0	AWG ACSR (Raven)	6.61F	10/97	34.5	34.5	60	3	Retired for Sale to NEO on #27-0 Line
MT-3689-R	North on Battlefield	West on Campbell	0.053	WP	20	1	1	4/0	AWG ACSR (Penguin)	6.61F	6/98	69	69	60	3	Rerouting at Intersection of Campbell and Battlefield for road widening #39-0 Line
MT-3689-R	North on Battlefield	West on Campbell	0.057	WP	20	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	6/98	69	69	60	3	Rerouting at Intersection of Campbell and Battlefield for road widening #39-0 Line
MT-5376-R	State Line Tap	Sub #389	4.6	WH	10	1	1	336.4	MCM ACSR 18/1 (Merlin)	20.78F	12/98	161	161	60	3	Reconductor #79 Line from State Line Tap to Sub #389 (Petro)
MT-4814-R	Greenfield Sub #614	Stockton Sub #63	24.6	WP	20	1	1	1/0	AWG ACSR (Raven)	6.61F	4/98	69	69	60	3	Reconductor #8 Line from Greenfield to Stockton
	Mount Sub #383	Switch Pole on Highway 60	1.568	WP	20	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	10/98	69	69	60	3	Correction to Mileage #30-6 Line

IN SERVICE

Line Designation			Line	Support Structure		Circuits/Structure					Date to	Volts/	Thousands			
Job#	From	To	Length	Type	Avg/Mile	Present	Ultimate	Size	Specifications	Configuration	Service	Operating	Design	Frequency	Phases	Remarks
MT-6082-C	Chicken Hawk Jct.	Sub 435	0.596	WP	20	2	2	336.4	MCM ACSR 30/7 (Oriole)	6.61F	11/99	69	69	60	3	Install 2nd 69 kV Ckt. from Chicken Hawk to Sub 435 #21-0
MT-6082-C	Chicken Hawk Jct.	Sub 435	0.56	WH	15	2	2	336.4	MCM ACSR 30/7 (Oriole)	16.28V	11/99	69	69	60	3	Install 2nd 69 kV Ckt. from Chicken Hawk to Sub 435 #21-0
MT-6082-C	Chicken Hawk Jct.	Sub 435	0.118	WP	20	2	2	336.4	MCM AA 19 str. (Tulip)	6.61F	11/99	69	69	60	3	Install 2nd 69 kV Ckt. from Chicken Hawk to Sub 435 #21-0
MT-6364-C	State Line	Sub 110	0.371	WH	15	1	1	795	MCM ACSR 26/7 (Drake)	16.28V	12/99	161	161	60	3	Re-routed 161 kV line near Stateline #95-0
MT-5654-C	Sub 170	Sub 124	0.756	WP	20	1	1	556.5	MCM AA 19 str. (Dahlia)	6.61F	4/99	69	69	60	3	Re-route 30 Line for Hwy 60 at Brookline

OUT OF SERVICE

Line Designation			Line	Support Structure		Circuits/Structure					Date to	Volts/	Thousands			
Job#	From	To	Length	Type	Avg/Mile	Present	Ultimate	Size	Specifications	Configuration	Service	Operating	Design	Frequency	Phases	Remarks
MT-6081-R	Chicken Hawk Jct.	Sub 435	0.596	WP	20	1	1	336.4	MCM ACSR 30/7 (Oriole)	6.61F	11/99	69	69	60	3	Transferred to #21 Line from #21-3 due to installation of 2nd 69 kV Ckt.
MT-6081-R	Chicken Hawk Jct.	Sub 435	0.56	WH	15	1	1	336.4	MCM ACSR 30/7 (Oriole)	16.28V	11/99	69	69	60	3	Transferred to #21 Line from #21-3 due to installation of 2nd 69 kV Ckt.
MT-6081-R	Chicken Hawk Jct.	Sub 435	0.074	WP	20	1	1	336.4	MCM ACSR 30/7 (Oriole)	6.61F	11/99	69	69	60	3	Install 2nd 69 kV Ckt. from Chicken Hawk to Sub 435 #21-0
MT-6363-R	State Line	Sub 110	0.347	WH	15	1	1	795	MCM ACSR 26/7 (Drake)	16.28V	12/99	161	161	60	3	Re-routed 161 kV line near Stateline #95-0
MT-5653-R	Sub 170	Sub 124	0.756	WP	20	1	1	1/0	Cu Solid	16.28V	4/99	69	69	60	3	Re-routed 30 Line for Hwy 60 at Brookline

IN SERVICE

Line Designation			Line	Support Structure		Circuits/Structure					Date in	Volts/	Thousands				
Job#	From	To	Length	Type	Avg/Mile	Present	Ultimate	Size	Specifications	Configuration	Service	Operating	Design	Frequency	Phase	Remarks
MT-6430-C	State Line	State Line Tap	1.620	WH	15	2	2	2-556.5	MCM ACSR 26/7 (Dove)	20.78F	10/00	161	161	60	3	Reconductor #79 Line from State Line Tap to State Line Sub #429
KT-1379-C	Sub 167	0.74 miles E of Sub 167	0.74	ST	10	2	2	2-556.5	MCM ACSR 26/7 (Dove)	20.78F	11/00	161	161	60	3	Reconductor #79 Line from State Line Tap to Riverton Sub #167
KT-1379-C	0.74 miles E of Sub 167	State Line Tap	4.238	WH	15	1	1	2-556.5	MCM ACSR 26/7 (Dove)	20.78F	11/00	161	161	60	3	Reconductor #79 Line from State Line Tap to Riverton Sub #167
MT-5932-C	Sub #389	Hwy. 86	1.169	WH	15	2	2	2-556.5	MCM ACSR 26/7 (Dove)	20.78F	7/00	161	161	60	3	Reconductor #79 Line from Joplin SW Sub #389 to Tipton Ford Sub #292
MT-5952-C	Hwy. 86	Sub 292	5.827	WH	15	1	1	2-556.5	MCM ACSR 26/7 (Dove)	20.78F	7/00	161	161	60	3	Reconductor #79 Line from Joplin SW Sub #389 to Tipton Ford Sub #292
MT-5978-C	Sub 439	Structure #3	0.08	WP	20	1	1	1780.0	MCM ACSR 84/19 (Chuckar)	16.28V	12/00	161	161	60	3	Build 161 kV Line, Sub #439 to Sub #389, #96-0 Line
MT-5978-C	Structure #3	Structure #23	1.69	WP	20	2	2	1780.0	MCM ACSR 84/19 (Chuckar)	16.28V	12/00	161	161	60	3	Build 161 kV Line, Sub #439 to Sub #389, #96-0 Line
MT-5978-C	Structure #23	Structure #45	1.91	WP	20	1	1	1780.0	MCM ACSR 84/19 (Chuckar)	16.28V	12/00	161	161	60	3	Build 161 kV Line, Sub #439 to Sub #389, #96-0 Line
MT-5978-C	Structure #45	Sub 389	3.44	WH	20	3	3	1780.0	MCM ACSR 84/19 (Chuckar)	20.78F	12/00	161	161	60	3	Build 161 kV Line, Sub #439 to Sub #389, #96-0 Line
MT-6629-C	1/2 mile N of Sub #341	1 mile N of Sub #341	0.5	WP	20	1	1	556.5	MCM AA 19 str (Dahlia)	6.61F	10/00	69	69	60	3	Re-route #33 Line 1/2 mile to 1 mile North of Joplin Northwest Sub #341

OUT OF SERVICE

Line Designation			Line	Support Structure		Circuits/Structure					Date in	Volts/	Thousands				
Job#	From	To	Length	Type	Avg/Mile	Present	Ultimate	Size	Specifications	Configuration	Service	Operating	Design	Frequency	Phase	Remarks
MT-6429-R	State Line	State Line Tap	1.620	WH	15	2	2	795	MCM ACSR 26/7 (Drake)	16.28V	10/00	161	161	60	3	Reconductor #79 Line from State Line Tap to State Line Sub #429
KT-1378-R	Sub 167	0.74 miles E of Sub 167	0.74	ST	10	2	2	336.4	MCM ACSR 30/7 (Oriole)	20.78F	11/00	161	161	60	3	Reconductor #79 Line from State Line Tap to Riverton Sub #167
KT-1378-R	0.74 miles E of Sub 167	State Line Tap	4.238	WH	15	1	1	336.4	MCM ACSR 30/7 (Oriole)	20.78F	11/00	161	161	60	3	Reconductor #79 Line from State Line Tap to Riverton Sub #167
MT-5931-R	Sub #389	Hwy. 86	1.169	WH	15	2	2	336.4	MCM ACSR 30/7 (Oriole)	20.78F	7/00	161	161	60	3	Reconductor #79 Line from Joplin SW Sub #389 to Tipton Ford Sub #292
MT-5951-R	Hwy. 86	Sub 292	5.827	WH	15	1	1	336.4	MCM ACSR 30/7 (Oriole)	20.78F	7/00	161	161	60	3	Reconductor #79 Line from Joplin SW Sub #389 to Tipton Ford Sub #292
MT-5977-R	Structure #23	Structure #45	1.69	WP	20	1	1	336.4	MCM ACSR 18/1 (Merlin)	6.61F	12/00	69	69	60	3	Build 161kV Line, Sub #439 to Sub #389, #31-0 Line transferred to #96-0 Line
MT-6628-R	1/2 mile N of Sub #341	1 mile N of Sub #341	0.4	WP	20	1	1	556.5	MCM AA 19 str (Dahlia)	6.61F	10/00	69	69	60	3	Re-route #33 Line 1/2 mile to 1 mile North of Joplin Northwest Sub #341

1 of State 76

TRANSMISSION POLE LINE MILES FOR TAX ALLOCATION
AS OF 12-31-96

Accounting Substation	Kansas	Missouri	Oklahoma	Arkansas	System Total
1	79.874	297.71	0.021	19.663	397.268
3	31.157	667.306	28.894	14.332	741.689
4	30.494	41.835	9.094	0	81.423
6	0	21.895	0	0	21.895
	141.525	1028.746	38.009	33.995	1242.275

Transmission Line Statistics as of 12-31-96

Acct. Sub. Div.	Operatin Voltage (KV)	Design Voltage (KV)	Type of Supporting Structure	On Structures of Lines Designated	On Structures of Another Line	No. of Circuits	Wires per Circuit
1	161	161	Wood H Frame	324.29		1	3
1	161	161	Wood H Frame	4.628	5.184	2	3
1	161	161	Steel Tower	5.72		1	3
1	161	161	Steel Tower	20.894	0	2	3
1	161	161	Steel Pole	1.94	1.94	2	3
1	161	161	Wood Pole	39.796		1	3
3	69	69	Wood Pole	654.785		1	3
3	69	69	Wood H Frame	33.284		1	3
3	69	69	Steel Pole	22.397		1	3
3	69	69	Steel Tower	0.928		1	3

3	69	69	Wood Pole	12.677	9.765		2	3
3	69	69	Wood H Frame	1.514	1.719		2	3
3	69	69	Steel Pole	7.654	0		2	3
3	69	69	Steel Tower	8.45	29.411		2	3
			Total	**1138.957**	**48.019**			

values

State	Acct. Sub. Div.	Line	Voltage (kv)	Type of Supporting Structure	Number of Circuits
Missouri	3	#2-0	69	WP	1
Missouri	3	#8-0	69	WP	1
Missouri	3	#8-1	69	WP	1
Missouri	3	#8-4	69	WP	1
Missouri	3	#20-0	69	WP	1
Missouri	3	#21-0	69	WP	1
Missouri	3	#21-1	69	WP	1
Missouri	3	#21-2	69	WP	1
Missouri	3	#21-3	69	WP	1
Missouri	3	#25-0	69	WP	1
Missouri	3	#25-1	69	WP	1
Missouri	3	#26-0	69	WP	1
Missouri	3	#26-1	69	WP	1
Missouri	3	#26-2	69	WP	1
Missouri	3	#26-3	69	WP	1
Missouri	3	#26-4	69	WP	1
Missouri	3	#26-5	69	WP	1
Missouri	3	#30-0	69	WP	1
Missouri	3	#30-1	69	WP	1
Missouri	3	#30-3	69	WP	1
Missouri	3	#30-4	69	WP	1
Missouri	3	#30-5	69	WP	1
Missouri	3	#30-6	69	WP	1
Missouri	3	#30-7	69	WP	1
Missouri	3	#30-8	69	WP	1
Missouri	3	#31-0	69	WP	1
Missouri	3	#32-0	69	WP	1
Missouri	3	#32-1	69	WP	1
Missouri	3	#32-2	69	WP	1
Missouri	3	#32-3	69	WP	1
Missouri	3	#33-0	69	WP	1
Missouri	3	#33-1	69	WP	1
Missouri	3	#33-2	69	WP	1
Missouri	3	#34-0	69	WP	1
Missouri	3	#34-1	69	WP	1
Missouri	3	#35-0	69	WP	1
Missouri	3	#35-1	69	WP	1
Missouri	3	#38-0	69	WP	1
Missouri	3	#38-1	69	WP	1
Missouri	3	#38-2	69	WP	1
Missouri	3	#38-3	69	WP	1

values

Frequency			1995 Length of Pole Miles			
			On Line Designated	On Other Line		
60			0.27	0		
60			22.133	0		
60			1.4	0		
60			1.126	0		
60			56.805	0		
60			19.598	0		
60			0.181	0		
60			2.995	0		
60			2.371	0		
60			1.331	0		
60			0.047	0		
60			58.603	0		
60			0.978	0		
60			7.218	0		
60			0.267	0		
60			13.127	0		
60			2.101	0		
60			92.386	0		
60			5.771	0		
60			2.54	0		
60			0.207	0		
60			4.332	0		
60			8.998	0		
60			12.758	0		
60			0.357	0		
60			5.67	0		
60			18.237	0		
60			0.205	0		
60			3.025	0		
60			0.226	0		
60			101.946	0		
60			1.019	0		
60			2.5	0		
60			4.052	0		
60			2.016	0		
60			23.558	0		
60			5.074	0		
60			44.897	0		
60			0.093	0		
60			15.9	0		
60			5.29	0		

		4	34.5	34.5	Wood Pole
		4	34.5	34.5	Steel Pole
		6	345	345	Wood H Frame
					Total

						TRANSMISSION P
1.095	2.619		2	3		
0	7.654		2	3		
21.895			1	6		
1240.245	56.836					

LE LINE MILES FOR TAX ALLOCATION			

Missouri	3	#39-0	69	WP	1
Missouri	3	#40-0	69	WP	1
Missouri	3	#92-0	69	WP	1
	Missouri Total Type 3, 1 Circuit, W-P Lines				
Kansas	3	#6-0	69	WP	1
Kansas	3	#1-0	69	WP	1
Kansas	3	#1-1	69	WP	1
Kansas	3	#1-2	69	WP	1
Kansas	3	#6-1	69	WP	1
Kansas	3	#27-1	69	WP	1
Kansas	3	#29-1	69	WP	1
Kansas	3	#31-0	69	WP	1
		Kansas Total Type 3, 1 Circuit, W-P Lines			
Arkansas	3	#21-0	69	WP	1
		Arkansas Total Type 3, 1 Circuit, W-P Lines			
Oklahoma	3	#6-0	69	WP	1
Oklahoma		#6-2	69	WP	1
Oklahoma		#6-3	69	WP	1
		Oklahoma Total Type 3, 1 Circuit, W-P Lines			
Summary of Type 3, 1 Circuit, W-P Lines					
Missouri					
Kansas					
Arkansas					
Oklahoma					
		Total Type 3, 1 Circuit, W-P Lines			
Kansas	3	#1-0	69	WH	1
		Kansas Total Type 3, 1 Circuit, W-H Lines			
Missouri	3	#8-0	69	WH	1
Missouri	3	#20-0	69	WH	1
Missouri	3	#21-0	69	WH	1
Missouri	3	#21-3	69	WH	1
Missouri	3	#30-4	69	WH	1
Missouri	3	#33-0	69	WH	1
Missouri	3	#39-0	69	WH	1
Missouri	3	#40-0	69	WH	1
Missouri	3	#92-0	69	WH	1
		Missouri Total Type 3, 1 Circuit, W-H Lines			
Arkansas	3	#21-0	69	WH	1
		Arkansas Total Type 3, 1 Circuit, W-H Lines			
Summary of Type 3, 1 Circuit, W-H Lines					

60			29.315	0		
60			14.129	0		
60			0.908	0		
			595.96	0		
60			0.135	0		
60			0.217	0		
60			1.75	0		
60			0.042	0		
60			2.94	0		
60			6.543	0		
60			0.114	0		
60			3.89	0		
			15.631	0		
60			13.139	0		
			13.139			
60			23.167	0		
60			3.956	0		
60			1.717	0		
			28.84	0		
			595.96	0		
			15.631	0		
			13.139	0		
			28.84	0		
			653.57	0		
60			0.112	0		
			0.112	0		
60			0.272	0		
60			4.368	0		
60			8.585	0		
60			4.029	0		
60			3.812	0		
60			4.111	0		
60			1.782	0		
60			3.987	0		
60			1.033	0		
			31.979	0		
60			1.193	0		
			1.193	0		

Kansas					
Missouri					
Arkansas					
	Total Type 3, 1 Circuit, W-H Lines				
Kansas	3	#6-0	69	SP	1
	Kansas Total Type 3, 1 Circuit, S-P Lines				
Missouri	3	#39-0	69	SP	1
Missouri	3	#92-0	69	SP	1
	Missouri Total Type 3, 1 Circuit, S-P Lines				
Summary of Type 3, 1 Circuit, S-P Lines					
Kansas					
Missouri					
	Total Type 3, 1 Circuit, S-P Lines				
Missouri	3	#33-0	69	ST	1
		Missouri Total Type 3, 1 Circuit, S-T Lines			
Summary of Type 3, 1 Circuit, S-T Lines					
Missouri					
		Total Type 3, 1 Circuit, S-T Lines			
		Total Type 3, 1 Circuit, W-P Lines			
		Total Type 3, 1 Circuit, W-H Lines			
		Total Type 3, 1 Circuit, S-P Lines			
		Total Type 3, 1 Circuit, S-T Lines			
		Grand Total Type 3, 1 Circuit Lines			
Missouri	3	#8-0	69	WP	2
Missouri	3	#26-0	69	WP	2
Missouri	3	#30-0	69	WP	2
Missouri	3	#30-1	69	WP	2
Missouri	3	#32-0	69	WP	2
Missouri	3	#33-0	69	WP	2
Missouri	3	#34-0	69	WP	2
Missouri	3	#38-0	69	WP	2
Missouri	3	#39-0	69	WP	2
		Missouri Total Type 3, 2 Circuit, W-P Lines			
		b- See Type 4, 2 Circuit W-P Mileages for 8-0 Line			

		0.112	0		
		31.979	0		
		1.193	0		
		33.284	0		
60		2.25	0		
		2.25	0		
60		17.807	0		
60		2.34	0		
		20.147	0		
		2.25	0		
		20.147	0		
		22.397	0		
60		0.928	0		
		0.928	0		
		0.928	0		
		0.928	0		
		653.57	0		
		33.284	0		
		22.397	0		
		0.928			
		710.179			
60		2.379	b		
60			1.1		
60		2.276			
60		0.19	0		
60		2.754	c		
60		3.954	7.377		
60		0	0.94		
60		0	0.098		
60		0.255	0.157		
		11.808	9.672		

		c- See Type 3, 2 Circuit W-P Mileages for 34-0 Line			
Oklahoma	3	#6-0	69	WP	2
		Oklahoma Total Type 3, 2 Circuit, W-P Lines			
Kansas	3	#6-0	69	WP	2
Kansas	4	#7-0	69	WP	
		Kansas Total Type 3, 2 Circuit, W-P Lines			
		n- See Type 4, 2 Circuit, W-P Mileages for 7-0 Line			
Summary of Type 3, 2 Circuit, W-P Lines					
Missouri					
Oklahoma					
Kansas					
		Total Type 3, 2 Circuit, W-P Lines			
Missouri	3	#30-0	69	WH	2
Missouri	3	#30-1	69	WH	2
Missouri	3	#33-0	69	WH	2
Missouri	3	#35-0	69	WH	2
		Missouri Total Type 3, 2 Circuit, W-H Lines			
Summary of Type 3, 2 Circuit, W-H Lines					
Missouri					
		Total Type 3, 2 Circuit, W-H Lines			
Kansas	3	#6-0	69	SP	2
Kansas	4	#7-0	34.5	SP	2
		Kansas Total Type 3, 2 Circuit, S-P Lines			
		e- See Type 4, 2 Circuit, S-P Mileages for 7-0 Line			
Summary of Type 3, 2 Circuit, S-P Lines					
Kansas					
		Total Type 3, 2 Circuit, S-P Lines			
Kansas	3	#1-0	69	ST	2
Kansas	3	#29-0	69	ST	2
Kansas	3	#31-0	69	ST	2
Kansas	1	#79-0	161	ST	
Kansas	1	#81-0	161	ST	
		Kansas Total Type 3, 2 Circuit, S-T Lines			
		g-See Type 1, 2 Circuit, S-T Mileages for 79-0 and 81-0 Li			

60			0.054	0.093		
			0.054	0.093		
60			0.815			
25				n		
			0.815			
			11.808	9.672		
			0.054	0.093		
			0.815	0		
			12.677	9.765		
60			0.5	0.58		
60			0.514	0		
60			0	0.059		
60			0	0.5		
			1.014	1.139		
			1.014	1.139		
			1.014	1.139		
60			7.654			
25				e		
			7.654	0		
			7.654	0		
			7.654	0		
60				20.05		
60			4.695	4.695		
60				0.74		
			g			
			g			
			4.695	25.485		
s						

Missouri	3	#29-0	69	ST	2
Missouri	3	#39-0	69	ST	2
Missouri	3	#80-0	161	ST	
		Missouri Total Type 3, 2 Circuit, S-T Lines			
		j- See Type 1, 2 Circuit, S-T Mileages for 80-0 Line			
Summary of Type 3, 2 Circuit, S-T Lines					
Kansas					
Missouri					
		Total Type 3, 2 Circuit, S-T Lines			
		Total Type 3, 2 Circuit, W-P Lines			
		Total Type 3, 2 Circuit, W-H Lines			
		Total Type 3, 2 Circuit, S-P Lines			
		Total Type 3, 2 Circuit, S-T Lines			
		Grand Total Type 3, 2 Circuit Lines			
Kansas	1	#79-0	161	WH	1
Kansas	1	#81-0	161	WH	1
Kansas	1	#82-0	161	WH	1
Kansas	1	#86-0	161	WH	1
		Kansas Total Type 1, 1 Circuit, W-H Lines			
Missouri	1	#79-0	161	WH	1
Missouri	1	#80-0	161	WH	1
Missouri	1	#80-1	161	WH	1
Missouri	1	#82-0	161	WH	1
Missouri	1	#83-0	161	WH	1
Missouri	1	#84-0	161	WH	1
Missouri	1	#85-0	161	WH	1
Missouri	1	#87-0	161	WH	1
Missouri	1	#88-0	161	WH	1
Missouri	1	#89-0	161	WH	1
Missouri	1	#91-0	161	WH	1
Missouri	1	#91-1	161	WH	
Missouri	1	#92-0	161	WH	1
Missouri	1	#93-0	161	WH	1
		Missouri Total Type 1, 1 Circuit, W-H Lines			
Oklahoma	1	#86-0	161	WH	1
		Oklahoma Total Type 1, 1 Circuit, W-H Lines			
Arkansas	1	#91-0	161	WH	1
		Arkansas Total Type 1, 1 Circuit, W-H Lines			

60			3.755	3.755		
60				0.171		
			j			
			3.755	3.926		
			4.695	25.485		
			3.755	3.926		
			8.45	29.411		
			12.677	9.765		
			1.014	1.139		
			7.654	0		
			8.45	29.411		
			29.795	40.315		
60			4.21			
60			0.141			
60			4.88			
60			7.769			
			17			
60			52.12			
60			40.83			
60			0.237			
60			7.023			
60			9.221			
60			27.265			
60			18.421			
60			60.818			
60			15.557			
60			12.709			
60			25.132			
			6.182			
60			12.25			
60			0.64			
			288.405			
60			0.021			
			0.021			
60			18.875			
			18.875			

Summary of Type 1, 1 Circuit, W-H Lines					
Kansas					
Missouri					
Oklahoma					
Arkansas					
		Total of Type 1, 1 Circuit, W-H Lines			
Kansas	1	#81-0	161	ST	1
		Kansas Total Type 1, 1 Circuit, S-T Lines			
Summary of Type 1, 1 Circuit, S-T Lines					
Kansas					
		Total Type 1, 1 Circuit, S-T Lines			
Kansas	1	#90-0	161	WP	1
		Kansas Total Type 1, 1 Circuit, W-P Lines			
Arkansas	1	#91-0	161	WP	1
		Arkansas Total Type 1, 1 Circuit, W-P Lines			
Missouri	1	#80-1	161	WP	1
Missouri	1	#89-0	161	WP	1
		Missouri Total Type 1, 1 Circuit, W-P Lines			
Summary of Type 1, 1 Circuit, W-P Lines					
Kansas					
Missouri					
Arkansas					
		Total Type 1, 1 Circuit, W-P Lines			
		Total Type 1, 1 Circuit, WH Lines			
		Total Type 1, 1 Circuit, ST Lines			
		Total Type 1, 1 Circuit, WP Lines			
		Grand Total Type 1, 1 Circuit Lines			
Missouri	1	#80-1	161	SP	
		Missouri Total Type 1, 2 Circuit, S-P Lines			
Summary of Type 1, 2 Circuit, S-P Lines					
Missouri					
		Total Type 1, 2 Circuit, S-P Lines			

		17			
		288.405			
		0.021			
		18.875			
		324.301			
60		5.72			
		5.72			
		5.72			
		5.72			
60		36.49			
		36.49			
60		0.788			
		0.788			
60		2.518			
60		0.55			
		3.068			
		36.49			
		3.068			
		0.788			
		40.346			
		324.301			
		5.72			
		40.346			
		370.367			
		1.064	1.064		
		1.064	1.064		
		1.064	1.064		
		1.064	1.064		

Kansas	1	#79-0	161	ST	2
Kansas	3	#31-0	69	ST	2
Kansas	1	#81-0	161	ST	2
Kansas	3	#1-0	69	ST	2
		Kansas Total Type 1, 2 Circuit, S-T Lines			
		f- See Type 3, 2 Circuit, S-T Mileages for 31-0 and 1-0 Li			
Missouri	1	#80-0	161	ST	2
Missouri	3	#39-0	69	ST	2
		Missouri Total Type 1, 2 Circuit, S-T Lines			
		d- See Type 3, 2 Circuit, S-T Mileages for 39-0 Line			
Summary of Type 1, 2 Circuit, S-T Lines					
Kansas					
Missouri					
		Total Type 1, 2 Circuit, ST Lines			
Missouri	1	#79-1	161	WH	2
Missouri	1	#89-0	161	WH	2
Missouri	1	#83-0	161	WH	2
Missouri	1	#84-0	161	WH	2
		Missouri Total Type 1, 2 Circuit, W-H Lines			
Summary of Type 1, 2 Circuit, W-H Lines					
Missouri					
		Total Type 1, 2 Circuit, W-H Lines			
		Total Type 1, 2 Circuit, S-P Lines			
		Total Type 1, 2 Circuit, S-T Lines			
		Total Type 1, 2 Circuit, W-H Lines			
		Grand Total Type 1, 2 Circuit Lines			
Missouri	6	#94-0	345	WH	1
		Missouri Total Type 6, 1 Circuit, W-H Lines			
Summary of Type 6, 1 Circuit, W-H Lines					
Missouri					
		Total Type 6, 1 Circuit, W-H Lines			

60			0.74			
60			0	f		
60			19.924			
60			0	f		
			20.664			
s						
60			0.23			
60				d		
			0.23			
			20.664			
			0.23			
			20.894			
60			1.62	1.62		
60			0	0.556		
60			3.008	1.136		
60			0	1.872		
			4.628	5.184		
			4.628			
			4.628			
			1.064	1.064		
			20.894			
			4.628	5.184		
			26.586	6.248		
60			21.895			
			21.895			
			21.895			
			21.895			

values

		Total Type 6, 1 Circuit, W-H Lines			
		Grand Total Type 6, 1 Circuit Lines			

values

			21.895			
			21.895			

EXHIBIT III

SOUTHWEST POWER POOL

RTO MEMBERSHIP AGREEMENT

Issued By: L. Patrick Bourne,
Manager, Transmission and Regulatory Policy

Issued On:

Effective: January 1, 2001

TABLE OF CONTENTS

Southwest Power Pool

RTO Membership Agreement

This Agreement is made between and among the Members and SPP, as defined herein.

1.0 Definitions

1.1 Agreement

This RTO Membership Agreement.

1.2 Board of Directors

The Board of Directors elected consistent with SPP's Bylaws.

1.3 Bylaws

SPP's Bylaws or any successor document.

1.4 Distribution Facilities

Facilities which are not offered for service under the Transmission Tariff and which would be the subject of a charge separate from the Transmission Tariff charges.

1.5 Effective Date

For each Member, this Agreement is effective on the date of RTO Effectiveness, as such term is defined herein, or upon the date of execution by that Member if after such date.

1.6 Electric Transmission System

The transmission facilities subject to SPP's tariff administration except for any Distribution Facilities.

1.7 FERC

The Federal Energy Regulatory Commission.

1.8 Good Utility Practice

Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be a range of acceptable practices, methods, or acts generally accepted in the region. SPP Criteria and NERC Policies and Standards are considered Good Utility Practice.

1.9 Members

Signatories to this Agreement that have completed the application requirements pursuant to the Bylaws.

1.10 NERC

North American Electric Reliability Council or successor organizations.

1.11 Non-Transmission Owner

Those signatories which are not Transmission Owners under this Agreement.

1.12 Operational Control

The authority provided to SPP pursuant to Section 2 of this Agreement.

1.13 RTO Effectiveness

The date the FERC allows the SPP Regional Transmission Organization (RTO) to become effective pursuant to FERC Order Nos. 2000 and 2000-A.

1.14 Security Coordinator

SPP in performing its security coordinator function as recognized by NERC pursuant to its policies, pursuant to SPP Criteria and pursuant to this Agreement.

1.15 SPP

Southwest Power Pool, Inc., its officers, employees, agents and Board of Directors.

1.16 SPP Criteria

SPP's approved operating and planning criteria.

1.17 SPP Region

The geographic area encompassing the transmission systems of SPP Transmission Owners.

1.18 SPP RTO Filing

The filing submitted to FERC pursuant to Order Nos. 2000 and 2000-A, which was developed in conjunction with this Agreement.

1.19 SPP Staff

Southwest Power Pool, Inc. officers, employees, and agents.

1.20 Standards of Conduct

SPP's Standards of Conduct which apply to conduct of independent board directors, officers, employees, and consultants.

1.21 Tariff Facilities

The Transmission Facilities and Distribution Facilities subject to SPP's tariff administration.

1.22 Transmission Customer

A customer under the Transmission Tariff.

1.23 Transmission Facilities

The facilities subject to SPP's Operational Control. These facilities consist of transmission facilities that are 60 KV and above and transformers with two primary windings of 60KV and above. SPP may direct the transfer of other transmission facilities to its Operational Control subject to all necessary regulatory approvals being received.

1.24 Transmission Owner

A signatory to this Agreement which transfers Operational Control to SPP through filings under Section 203 of the Federal Power Act together with this Agreement or simply by executing this Agreement or appoints SPP as its agent to provide service under the Transmission Tariff over Tariff Facilities which it owns or controls which are not Transmission Facilities subject to SPP's Operational Control. All Transmission Owners that are public utilities under Section 201 of the Federal Power Act shall submit or effect the submission of applications under Section 203 of the Federal Power Act to transfer Operational Control to SPP of all of their Transmission Facilities.

1.25 Transmission Tariff

The nondiscriminatory, open-access transmission service tariff approved by the FERC pursuant to Section 205 of the Federal Power Act under which SPP offers transmission service, or any such successor tariff approved by the FERC.

2.0 Rights, Powers And Obligations Of Southwest Power Pool

SPP possesses the rights, powers, and obligations as detailed in this Section 2 and shall exercise Operational Control as defined herein.

2.1 Operation, Reliability, Maintenance and Planning

2.1.1 General

a. SPP shall control the operation of the Transmission Facilities either directly or through the issuance of directives to the Transmission Owners. SPP's control includes directing the switching of transmission elements into and out of operation in the transmission system, monitoring and controlling real and reactive power flows, monitoring and controlling voltage levels, and scheduling and directing the operation of reactive resources.

b. With regard to operational functions that are shared by SPP and Transmission Owners, SPP shall ensure that this sharing of operational functions shall not adversely affect reliability or provide any Market Participant with an unfair competitive advantage.

c. SPP shall exercise Operational Control and its Security Coordination functions in a non-discriminatory manner for all Market Participants.

d. SPP shall possess the authority for or to direct the receiving, confirming, and implementing of all interchange schedules.

e. Within two years after RTO Effectiveness, SPP shall prepare a public report assessing the efficacy of its operational arrangements including whether any division of Operational Control hinders it in providing reliable, non-discriminatory and efficiently priced transmission service.

f. SPP shall function in accordance with Good Utility Practice and shall conform to applicable reliability criteria, policies, standards, rules, regulations, guidelines and other requirements of SPP and NERC, each Transmission Owner's specific reliability requirements and operating guidelines (to the extent these are not inconsistent with other requirements specified in this paragraph), and all applicable requirements of federal and state regulatory authorities. SPP shall notify FERC immediately if implementation of these criteria, etc. prevents it from providing reliable, non-discriminatory transmission service.

g. SPP shall maintain a publicly available registry of all facilities that constitute the Electric Transmission System.

h. SPP shall coordinate with neighboring regional organizations as appropriate. SPP shall implement procedures to address parallel path flow issues with other regions, subject to any necessary regulatory approvals, to be effective within three years after RTO Effectiveness.

i. SPP shall direct Transmission Owners pursuant to the provisions of Section 3.3 to construct transmission facilities in accordance with coordinated planning criteria or if necessary under the Transmission Tariff.

j. Notwithstanding the transfer of Operational Control detailed in this Agreement, such transfer does not override operating conditions in grandfathered agreements is that term is used in the Transmission Tariff or any operating conditions associated with Nuclear Regulatory Commission licenses. Transmission Owners shall detail such exceptions in their filings submitted under section 203 of the Federal Power Act, if applicable. Transmission Owners that are not required to submit such filings shall identify to SPP their exceptions.

2.1.2 Reliability

SPP shall have responsibility for reliability of the Electric Transmission System in connection with its rights, powers, and obligations under this Agreement. SPP shall act as the Security Coordinator of the Electric Transmission System, and as such, shall have security monitoring and emergency response responsibilities pursuant to related SPP Criteria and the following requirements:

a. As Security Coordinator, SPP shall (i) perform load flow and stability studies to anticipate, identify and address security problems, (ii) exchange security information with local and regional entities; and (iii) monitor real-time operating characteristics such as the availability of reserves, actual power flows, interchange schedules, system frequency and generation adequacy.

b. SPP shall monitor real-time data to determine whether any control areas are experiencing generation capacity deficiencies. If a generation capacity deficiency event threatens the security of the Electric Transmission System, SPP shall be authorized to and shall direct the acquisition of generation capacity and, if that direction is not satisfied, the shedding of firm load in the deficient control area.

c. SPP shall work with other security coordinators to develop regional security plans and emergency operating procedures.

d. SPP shall maintain emergency response procedures for responding to specified critical contingencies and shall continuously analyze issues that may require the initiation of such actions.

e. SPP is authorized to and shall direct the response to any emergency and Members shall carry out the required emergency actions as directed by SPP (except in cases involving endangerment to the safety of employees or the public), including the shedding of firm load if required for regional security.

f. After the conclusion of an emergency condition, any affected entity that disagrees with SPP's handling of the emergency may resolve that disagreement pursuant to SPP's dispute resolution procedures.

g. SPP shall monitor and coordinate the maintenance of adequate Electric Transmission System voltage levels with control areas and Transmission Owners, where appropriate.

h. SPP shall direct redispatch of generation if necessary for the reliable operation of the Transmission Facilities. SPP shall pay the generator for the redispatch pursuant to an applicable rate schedule. SPP shall be allowed to recover these costs through a FERC approved rate schedule.

2.1.3 Maintenance of Tariff Facilities

Coordination with SPP is required for all planned maintenance of Tariff Facilities consistent with the following requirements:

a. SPP shall review planned maintenance schedules for Tariff Facilities submitted by Transmission Owners consistent with SPP's business practices and procedures. These planned maintenance schedules shall be updated daily within time intervals consistent with SPP's business practices and procedures.

b. Planned maintenance requests shall be submitted to SPP consistent with the time requirements set forth in SPP's business practices and procedures. SPP shall analyze such planned maintenance requests to determine their effect on available transfer capability, ancillary services, the security of the Electric Transmission System, and any other relevant effects. Consistent with the time requirements set forth in SPP's business practices and procedures, SPP shall provide a response. If SPP's response indicates that such planned maintenance will have an adverse impact, Transmission Owners shall work with SPP to minimize the impact of such planned maintenance.

c. SPP shall notify Transmission Owners of the need to change previously-reviewed planned maintenance outages for Transmission Facilities if forced transmission outages or other circumstances compromise the integrity or reliability of the Electric Transmission System. The Transmission Owners shall revise maintenance outages to address such circumstances. Transmission Owners shall be compensated for the additional costs of rescheduled maintenance as provided in an applicable rate schedule.

d. As part of its review process, SPP shall identify planned maintenance schedules that limit available transfer capability. If requested by a Transmission Customer, SPP shall identify opportunities and associated costs for rescheduling planned maintenance to enhance available transfer capability. Transmission Owners shall be compensated for the additional costs of rescheduled maintenance as provided in an applicable rate schedule.

e. SPP shall be responsible for documenting all planned maintenance requests, the disposition of those requests, and all data supporting the disposition of each request and shall update and publish maintenance schedules as needed.

f. SPP shall coordinate with Transmission Owners to the extent practicable to implement schedules for unplanned maintenance when conditions endanger the safety of employees or the public, may result in damage to facilities, or may result in the unsatisfactory operation of the Transmission Owner's transmission system or any other transmission system.

g. SPP shall maintain as part of its Transmission Tariff a provision providing for compensation to Transmission Owners for changes to planned maintenance schedules.

2.1.4 Generation Maintenance

SPP shall coordinate the maintenance of generating units as appropriate to the extent such generation maintenance directly affects the capacity or reliability of the Electric Transmission System and the generation is located in the SPP Region as follows:

a. SPP Staff shall review planned generating unit maintenance schedules submitted by generators or generation owners for time periods as provided in its business practices and procedures. The planned maintenance schedules shall be updated consistent with those practices and procedures. SPP Staff shall keep such information confidential.

b. SPP Staff shall analyze a planned generating unit maintenance schedule to determine its effect on available transfer capability, ancillary services, the security of the Electric Transmission System, and any other relevant effects. SPP Staff shall inform a generator or generation owner if its maintenance schedule is expected to have an impact on the security of the Electric Transmission System.

c. As part of its review process, SPP Staff shall identify generating unit maintenance schedules that limit available transfer capability and shall identify opportunities and associated costs for rescheduling planned maintenance to enhance available transfer capability.

d. The owner of any generator that changes planned maintenance as a result of SPP Staff review or coordination pursuant to this Section 2.1.4 shall be compensated fully for additional costs associated with rescheduling such planned generation maintenance in accordance with an applicable rate schedule.

e. SPP Staff shall be responsible for documenting all planned generating unit maintenance schedules, all schedule changes, and all SPP studies and services performed with respect to planned generation maintenance.

f. SPP Staff shall not share information as to the generators' maintenance schedules with any market participants or affiliates of market participants.

2.1.5 Planning Activities

a. SPP shall engage in such planning activities, in coordination with affected Transmission Owners and other Members, as are necessary to fulfill its obligations under this Agreement, SPP Criteria and the Transmission Tariff. Such planning shall conform to applicable reliability requirements of SPP, the North American Electric Reliability Council, or any successor organizations, each Transmission Owner's specific reliability requirements and operating guidelines (to the extent these are not inconsistent with other requirements), and all applicable requirements of federal or state regulatory authorities. Such planning shall seek to minimize costs, consistent with the reliability and other requirements set forth in this Agreement. The division of responsibility for planning between Non-Transmission Owners, Transmission Owners, and SPP is set forth in SPP Criteria.

b. As part of its planning activities, SPP shall be responsible for planning, and for directing or arranging, necessary transmission expansions, additions, and upgrades that will enable it to provide efficient, reliable and non-discriminatory transmission service and to coordinate such efforts with the appropriate state authorities.

c. SPP shall develop and implement no later than three years after RTO Effectiveness a planning and expansion process that encourages market-driven operating and investment actions.

d. SPP also shall encourage and accommodate efforts by state commissions to create multi-state agreements to review and approve new transmission facilities.

2.2 Non-Discriminatory Transmission Service

SPP shall offer and administer transmission service over Tariff Facilities as specified in the Transmission Tariff.

2.2.1 General

a. SPP is authorized by the Transmission Owners pursuant to this Agreement to schedule transactions and to administer transmission service over Tariff Facilities as necessary to provide service in accordance with the SPP Transmission Tariff.

b. SPP shall review and possess the sole authority to approve or deny, as appropriate, requests for service including interconnection requests and schedule transmission transactions and shall independently determine available transfer capability under the Transmission Tariff; provided that SPP shall coordinate with affected Transmission Owners when processing requests for service involving such Transmission Owners' Tariff Facilities.

c. SPP shall not exercise its administration of transmission service over the Tariff Facilities in such a way as to interfere with rights of Transmission Owners or Transmission Customers in contracts between a Transmission Owner and a Transmission Customer that are in effect as of the Effective Date of this Agreement except as permitted by the Transmission Tariff.

d. SPP shall be responsible for documenting all transmission service requests, the disposition of such requests, and any supporting data required to support the decision with respect to such requests. SPP shall negotiate as appropriate to develop reciprocal service, equitable tariff application, compensation principles, and any related arrangements.

2.2.2 Pricing

In connection with its administration of the Transmission Tariff, SPP on behalf of its Members may propose to the FERC such transmission pricing for transmission service as is necessary to fulfill its obligations under this Agreement, and may propose to the FERC such changes in prices, pricing methods, terms, and conditions as are necessary to continue to fulfill such obligations. Board of Directors approval of such filings is required for any matters that the Board deems as appropriate for its consideration and approval. The Transmission Tariff rates shall be designed and administered so as to recover full cost of service to the greatest extent practicable associated with the provision of transmission service under the Transmission Tariff for Tariff Facilities. Notwithstanding the foregoing, each Transmission Owner possesses the right to revise certain rates as provided in Section 3.10 of this Agreement.

2.2.3 Standards of Conduct

SPP, its independent directors, officers, employees, contractors, and agents shall adhere to the SPP Standards of Conduct.

2.2.4 OASIS

SPP shall administer an Open Access Same-time Information System (OASIS) or successor systems for administration of transmission service. The OASIS, or any successor system, shall conform to the requirements for such systems as specified by the FERC.

2.2.5 Ancillary Services

SPP shall be the supplier of last resort for the ancillary services required by the FERC. SPP shall have the authority to decide the minimum required amounts of each ancillary service and, if necessary, the locations at which these services will be provided. SPP also shall maintain provisions in its Transmission Tariff allowing transmission customers access to a real-time balancing market.

2.2.6 Transmission Service Scheduling

a. SPP shall schedule and curtail transmission service in accordance with the Transmission Tariff.

b. SPP shall, in consultation with Members, develop and from time-to-time amend when necessary, detailed scheduling protocols and procedures for service under the Transmission Tariff, which shall be provided to all Members and be made publicly available.

c. To the extent SPP relies on available transfer capability data supplied by Transmission Owners, SPP shall test and check the data. In the event of a dispute between SPP and the Transmission Owner, SPP's position shall be maintained pending resolution of the dispute.

2.2.7 Congestion Management

Beginning no later than one year after RTO Effectiveness, SPP shall maintain in its Transmission Tariff a market mechanism to manage transmission congestion over the Transmission Facilities. If such market mechanism is not in place upon RTO Effectiveness and until such time as it is in effect, SPP shall maintain in its Transmission Tariff an effective protocol for managing congestion.

2.2.8 Parallel Path Flows

SPP's administration of the Transmission Tariff shall address parallel path flows within SPP through, among other things, its flow-based reservation and scheduling system.

2.2.9 Facilities Not Under SPP's Operational Control

By agreement of SPP and a Transmission Owner, the Transmission Owner's facilities that are not Transmission Facilities under this Agreement may be included under the Transmission Tariff. SPP shall have the right to exercise agreed to authority over those facilities necessary for SPP to administer transmission service and which meaningfully impact transfer capability.

2.3 Fiduciary Responsibilities and Duties of Southwest Power Pool to Members

SPP shall have the following fiduciary responsibilities and duties to its Members under this Agreement:

a. Using best efforts to avoid damage to the Tariff Facilities or any other facilities of the Members affected by SPP activities.

b. Collecting and distributing revenues to Members in accordance with the Transmission Tariff and any other applicable documents.

c. Using best efforts to maximize transmission service revenues associated with such transmission services in discounting transmission services in accordance with the Transmission Tariff.

d. Using best efforts to promote the design and development of Transmission Tariff rates to assure recovery by Transmission Owners of transmission revenue requirements to the greatest extent practicable and subject to receiving necessary regulatory approvals.

2.4 Additional Obligations and Rights of SPP

2.4.1 Inspection and Auditing Procedures

SPP shall grant each Member, their employees, agents, or external auditors, and federal and state regulatory authorities having jurisdiction over SPP or any Member, such access to SPP's books and records as is necessary to verify compliance by SPP with this Agreement and to audit and verify transactions under this Agreement. Such access shall be at reasonable times and under reasonable conditions. SPP shall also comply with the reporting requirements of federal and state regulatory authorities having jurisdiction over SPP with respect to the business aspects of its operations. Contacts between directors, officers, employees, and agents of any Member and those of SPP shall comply with the Standards of Conduct.

2.4.2 Stranded Cost Recovery Charges

SPP shall collect and distribute, as appropriate, any stranded cost recovery charges pursuant to applicable schedules accepted by appropriate regulatory entities.

2.4.3 Governance Audit

No later than thirty days before the two year anniversary of RTO Effectiveness, SPP shall submit an audit to FERC analyzing the independence of its governance process. SPP shall make available copies of the report to each SPP Member.

2.4.4 Market Monitoring

SPP shall implement or effect the implementation of market monitoring in accordance with Order Nos. 2000 and 2000-A and any other applicable FERC orders.

2.4.5 General Filing Authority

SPP shall propose and file modifications with FERC to the Transmission Tariff and make any other necessary filings. Such modifications and filings are subject to necessary Board of Directors approval for those filings that the Board requires be brought to it for its approval pursuant to the provisions of Section 2.2.2 and subject to reserved Transmission Owner rights pursuant to Section 3.10.

2.4.6 Penalties and Incentives

SPP shall develop penalties and incentives, subject to FERC approval where appropriate.

2.4.7 General Authority

SPP shall take any actions necessary for it to carry out its duties and responsibilities subject to receiving any necessary regulatory approvals and any necessary approvals by the Board of Directors.

3.0 Commitments, Rights, Powers, And Obligations Of Transmission Owners and Non-Transmission Owners

Transmission Owners and Non-Transmission Owners have made the following commitments, and shall have the following rights and shall be responsible for the following functions some of which apply only to Transmission Owners, some only to Non-Transmission Owners, and some to both. In order to be considered as a Transmission Owner under this Agreement, each Member intending to be a Transmission Owner shall identify itself as a Transmission Owner when executing this Agreement. A non-Transmission Owner under this Agreement owning or controlling Tariff Facilities may change its status to Transmission Owner under this Agreement upon notice to SPP and execution of this Agreement as a Transmission Owner.

a. Each Transmission Owner shall transfer Operational Control of its Transmission Facilities, subject to receiving all necessary regulatory authorizations, thereby allowing SPP to (i) direct the operation of the Transmission Facilities in accordance with the terms of this Agreement and (ii) to administer transmission service under the Transmission Tariff over that Transmission Owner's Tariff Facilities.

b. Transmission Owners and Non-Transmission Owners, if they own generators within the SPP Region which directly affect the capacity or reliability of the Electric Transmission System, shall offer to provide the ancillary services required under the Transmission Tariff at rates approved by regulatory authorities, where appropriate to the extent such generators are able to provide such ancillary services.

c. Transmission Owners shall operate and maintain their Tariff Facilities subject to the requirements of this Agreement and SPP Criteria.

d. Transmission Owners that are control area operators shall continue to operate their control areas for local generation control and economic dispatch, and shall be responsible for identifying and addressing local problems in a secure and reliable manner.

e. Transmission Owners shall provide transmission service over their Tariff Facilities at the direction of SPP pursuant to the terms of the Transmission Tariff.

f. Members agree to comply with instructions of SPP in its role as Security Coordinator.

g. Transmission Owners shall retain all rights of ownership including legal and equitable title in their Tariff Facilities, subject to the provisions of this Agreement. Nothing in this Agreement shall be deemed to restrict or prohibit access to their Tariff Facilities by the Transmission Owners, or those acting under their authority, consistent with the provisions of this Agreement.
h. Notwithstanding any other provision in this Agreement, no Transmission Owner shall be obligated or be considered as allowing transmission over its facilities if such transmission would cause the loss of the tax exempt status of any Transmission Owner or any bonds or other debt of a Transmission Owner.

3.1 Redispatch, and Curtailment

Each Member which owns or controls generation shall follow the directions of SPP in its role as Security Coordinator, in redispatching generation if such generation directly affects the reliability and capability of the Electric Transmission System and if it is located within the SPP Region. Each Member also shall follow the directions of SPP to effectuate curtailment of load, if so directed by SPP, in its role as Security Coordinator or as administrator of the Transmission Tariff. Members shall submit and coordinate with SPP unit schedules and must-run units within the SPP Region that affect Electric Transmission System capability or reliability. Members providing such redispatch shall receive appropriate compensation in accordance with appropriate rate schedules and market conditions, if applicable.

3.2 Transmission and Generation Maintenance Practices

Each Transmission Owner shall maintain its Tariff Facilities in accordance with Good Utility Practice. Each Member shall maintain its generation facilities subject to this Agreement in accordance with Good Utility Practice. Transmission Owners shall coordinate maintenance on their Tariff Facilities or abide by directions issued by SPP regarding such maintenance in accordance with Section 2.1.3 of this Agreement. Members owning or controlling generation facilities within the SPP Region directly affecting Electric Transmission System capability or reliability shall submit schedules and coordinate maintenance of such facilities with SPP to allow SPP to carry out the coordination set forth in Section 2.1.4 of this Agreement.

3.3 Construction

a. Each Transmission Owner shall use due diligence to construct transmission facilities as directed by SPP in accordance with the Transmission Tariff, subject to such siting, permitting, funding, and environmental constraints as may be imposed by state, local and federal laws and regulations, and subject to the receipt of any necessary federal or state regulatory approvals. Such construction shall be performed in accordance with Good Utility Practice, applicable SPP Criteria, industry standards, each Transmission Owner's specific reliability requirements and operating guidelines (to the extent these are not inconsistent with other requirements), and in accordance with all applicable requirements of federal or state regulatory authorities. Each Transmission Owner shall be fully compensated to the greatest extent permitted by FERC, or other regulatory authority for the costs of construction undertaken by such Transmission Owner in accordance with the Transmission Tariff.

b. After a new transmission project has been approved, SPP will direct the appropriate Transmission Owners to begin implementation of the project. If the project forms a connection between facilities of a single Transmission Owner, that Transmission Owner will be designated to provide the new facilities. If the project forms a connection between facilities owned by two different Transmission Owners or between a new facility and the facilities of a Transmission Owner, both entities will be designated to provide the new facilities. The two entities will agree between themselves how much of the project will be provided by each entity. If agreement cannot be reached, SPP will facilitate the ownership determination process.

c. A designated provider for a project can elect to arrange for a new entity or another existing Transmission Owner to build and/or own the project in their place. If a designated provider or providers do not or cannot agree to implement the project in a timely manner, SPP will solicit and evaluate proposals for the project from other entities and select a replacement designated provider.

3.4 Use of Distribution Facilities

Each Transmission Owner shall provide such service over its Distribution Facilities, where applicable, as is necessary to effectuate transmission transactions administered by SPP, at approved rates, and subject to a separate tariff or agreement as appropriate.

3.5 Providing Information

Each Member shall provide such information to SPP as is necessary for SPP to perform its obligations under this Agreement and the Transmission Tariff and for planning and operational purposes. Such information may be treated as confidential when so designated by the providing member so long as its designation is reasonable.

3.6 Facilities Access

Each Transmission Owner shall allow SPP such access to Tariff Facilities as is necessary for SPP to perform its obligations under this Agreement. Such access shall be at reasonable times and under reasonable conditions.

3.7 Inspection and Auditing Procedures

Each Transmission Owner shall grant SPP and each regulatory authority having jurisdiction over that Transmission Owner, such access to the Transmission Owner's books and records as is necessary for SPP to perform its obligations under this Agreement and to audit and verify transactions under this Agreement. Such access shall be at reasonable times and under reasonable conditions. A Transmission Owner shall not be required to provide access to confidential information unless it consents, its consent not to be unreasonably withheld. Such Transmission Owner may require reasonable disclosure conditions before giving its consent. Disclosure of confidential information shall be made consistent with such disclosure conditions or in accordance with any effective order requiring production of such confidential information issued by a court or regulatory authority. SPP shall provide the affected Transmission Owner immediate notice of any request by an entity to review any such confidential information.

3.8 Compliance with Bylaws and Other Policies and Procedures

a. Each Member agrees to and will comply with and abide by the provisions of the SPP Bylaws.

b. Each Member shall comply with all approved and applicable SPP and NERC policies, principles, criteria, standards, and guides and monitoring and certification procedures.

c. Members who are also members of another NERC regional reliability council may, at their request and upon approval of the President, be granted a waiver of responsibilities associated with SPP Criteria and/or Bylaws that are duplicative of or inconsistent with responsibilities of membership in another council. Members receiving such a waiver agree to forgo voting privileges on issues before any organizational group pertaining to waived responsibilities.

3.9 Planning and Participation

Each Member shall be entitled to participate and each Transmission Owner shall participate in regional joint planning and coordinated operation of the Electric Transmission System.

3.10 Pricing

Each Transmission Owner shall possess the unilateral right to file with FERC to change the rates or rate structure for transmission service over its Tariff Facilities and to submit proposals or filings governing new construction with FERC. No SPP approval is required for such filings though the Transmission Owner shall notify SPP in advance of the filing of its intention to submit a filing with FERC and provide SPP with a copy of the filing.

4.0 Withdrawal Of Transmission Owners' Facilities And Withdrawal By Non-Transmission Owners

4.1 Withdrawal Notice

4.1.1 Transmission Owners

A Transmission Owner may, upon submission of a written notice of withdrawal to the President, commence a process of withdrawal of its Tariff Facilities from SPP's administration and Operational Control (where applicable). Such withdrawal shall not be effective until October 31 of the calendar year following the calendar year in which notice is given; provided that the Transmission Owner must provide at least 12 months notice. With regard to any such withdrawal by a FERC public utility, the withdrawing Transmission Owner's withdrawal shall not become effective until FERC has accepted the notice of withdrawal or otherwise allowed such withdrawal. At the time the withdrawal becomes effective and unless otherwise requested by the withdrawing Transmission Owner, it shall be classified as a Non-Transmission Owner under this Agreement. If such withdrawal of facilities creates a situation in which a second Transmission Owner is no longer physically interconnected with the Electric Transmission System, SPP shall determine if such withdrawal affects the ability of such second Transmission Owner to continue its membership as a Transmission Owner.

4.1.2 Non-Transmission Owners

Non-Transmission Owners may withdraw upon providing written notice to the President. Such withdrawal shall not be effective until October 31 of the calendar year following the calendar year in which notice is given. Non-Transmission Owners withdrawing shall pay all Existing Obligations as defined in Section 4.2.2.

4.2 Effect of Withdrawal on Contractual Obligations

This Section 4.2 applies to withdrawals under both Sections 4.0 and 5.0 of this Agreement as well as any termination pursuant to Section 6.0.

4.2.1 Users Held Harmless

Transmission Customers taking service which involves facilities being withdrawn by a Transmission Owner from SPP's administration and/or Operational Control and which involves transmission contracts executed before the Transmission Owner provided notice of its facilities withdrawal shall continue to receive the same service for the remaining term of the contract at the same rates, terms, and conditions that would have been applicable if there were no withdrawal of facilities. The withdrawing Transmission Owner shall agree to continue providing service to such Transmission Customers, and shall receive revenues calculated in accordance with the Transmission Tariff but no more in revenues for that service than if there had been no withdrawal of facilities by such Transmission Owner.

4.2.2 Existing Obligations

All financial obligations incurred and payments applicable to time periods prior to the effective date of such withdrawal shall be honored by SPP and the withdrawing Member. The withdrawing Member's existing obligations shall include, as calculated pursuant to the SPP Bylaws, all costs or expenses incurred up until the date withdrawal becomes effective. The withdrawing Member shall pay such costs or expenses it owes within 30 days after receiving an invoice from SPP. SPP shall pay the withdrawing Member any monies it owes that Member within 30 days after the withdrawal became effective. The withdrawing Member or SPP may net the amounts due it by any amounts it owes.

4.2.3 Construction of Facilities

Obligations relating to the construction of new facilities pursuant to an approved plan of SPP shall be renegotiated between SPP and the withdrawing Member, where applicable. If such obligations cannot be resolved through negotiations, they shall be resolved in accordance with SPP dispute resolution procedures.

4.2.4 Regulatory and Other Approvals or Procedures

The withdrawal by a Transmission Owner of its facilities from SPP shall also be subject to applicable federal and state law and regulatory approvals or procedures.

5.0 Regulatory, Tax, And Other Authorities

5.1 Regulatory and Other Authorities

This Agreement and the participation of the signatories is subject to acceptance or approval by the FERC and may be subject to actions of respective state regulatory authorities to which respective signatories may be subject and to the actions of any other governmental body which may affect the ability of any signatory to participate in this Agreement. The following items describe the signatories' rights and obligations in the event regulatory and other approvals or acceptances are not obtained or changes are required.

a. In the event the FERC disapproves or refuses to accept this Agreement or the SPP RTO Filing, then this Agreement shall cease to be effective except that the signatories shall be obligated to attempt expeditiously and in good faith to negotiate a substitute agreement and tariff which address the reasons for such FERC action. If, despite such good faith negotiation, the signatories are unable to produce such a substitute agreement and tariff, then the signatories shall have no further obligations under this Agreement or any filing associated herewith.

b. In the event of any order or decision by (i) the FERC or by a court modifying this Agreement or the SPP RTO Filing or (ii) a state regulatory authority which prevents the Member from becoming a signatory to this Agreement, that in the judgment of the Member adversely affects it, then such Member, at its sole discretion, may withdraw from this Agreement by providing written notice to the President of SPP no later than thirty days after such order or decision without receiving any FERC authorization. In such event, the Member will in good faith negotiate to determine whether changes should be made to the Agreement or other documents to address the reasons for such Member's withdrawal.

c. The withdrawal rights in this Section 5.1 shall apply only to actions by regulators or courts involving the SPP RTO Filing.

5.2 Tax Authorities

If the Internal Revenue Service or any other federal, state, or local taxing authority issues, or fails to issue, any ruling, or imposes any requirement or obligation, in connection with this Agreement on any Member, adverse to such Member (in its sole judgment) or if participating as a Transmission Owner or Member jeopardizes the tax exempt status of any Transmission Owner or Member or any Transmission Owner's or Member's bonds, then such Transmission Owner or Member may, within 30 days of the date of such final order, or a good faith belief of such adverse consequences, withdraw from this Agreement subject to receiving any necessary regulatory approvals. In such event, the signatories, including the withdrawing party, will, in good faith, negotiate to determine whether changes should be made to the Agreement to address the reasons for such signatory's withdrawal.

5.3 Effectiveness as to Certain Members

The effectiveness of this Agreement as to a Member which is a governmental entity and which has outstanding tax-exempt bonds issued to finance, in whole or in part, generation, transmission, or distribution facilities is dependent upon satisfaction or written waiver of the following conditions precedent:

a. Receipt of an unqualified opinion of a qualified bond counsel to the effect that the provisions of this Agreement do not adversely affect the exclusion from gross income of interest on any such outstanding bonds issued to finance generation, transmission, and distribution facilities under the Internal Revenue code of 1986, as amended;

b. Receipt of an unqualified opinion of a nationally recognized bond counsel and general counsel to such governmental entity to the effect that the provisions of this Agreement do not constitute a breach or impairment of, or a default under, any agreement to which such governmental entity is a party, including, but not limited to, its master bond resolution, as amended, and any power sales contracts with its municipal transmission users (if any), as amended, or other agreements;

c. Receipt of a certificate of the trustee for any such outstanding bonds issued for generation, transmission and distribution facilities to the effect that the governmental entity's entry into this Agreement is permitted under the master bond resolution, as amended; and

d. Receipt of an opinion of nationally recognized bond counsel and general counsel to the governmental entity that such governmental entity has full constitutional and statutory authority to enter into this Agreement. In the event that any of the foregoing conditions are not satisfied or waived by a governmental entity, then the adversely affected governmental entity shall promptly give notice of its objections or conditions which have not been satisfied to the other signatories, and the signatories shall expeditiously attempt in good faith to negotiate a substitute agreement.

6.0 Removal Of Members

The Board of Directors may terminate the Membership of any Member for cause including, for example, violation of the SPP Bylaws or nonpayment. Such Board of Directors termination shall be after an affirmative vote consistent with the voting procedures in SPP's Bylaws. A Member terminated by the Board shall comply with the requirements of Section 4.2 of this Agreement as if it has voluntarily withdrawn from the Agreement.

7.0 Effective Date, Duration, And Transition

a. This Agreement shall be effective for any signatory on the Effective Date and shall remain in force until the Member's withdrawal becomes effective under this Agreement or this Agreement is terminated. In the event of termination of this Agreement, all financial obligations incurred and payments applicable to time periods prior to the effective date of such termination shall be honored by SPP and each Member as of the date of termination. In addition, all obligations incurred pursuant to Section 4.2 of this Agreement shall survive such termination.

b. For any Member that prior to the Effective Date of this Agreement executed an agency agreement and/or a membership agreement with SPP, upon the Effective Date of this Agreement those prior agreements shall be considered terminated between the Member and SPP; provided, however, that all provisions imposing obligations on the Member and on SPP relating to obligations incurred before termination shall survive such termination.

8.0 Open Architecture

Nothing in this Agreement is to be read or construed, in any way, as preventing SPP from entering into arrangements with independent transmission companies or other entities which requires a structure different than the structure set forth in this Agreement or as preventing SPP from evolving into a different structure subject to Board of Directors and regulatory approvals.

9.0 Miscellaneous Provisions

9.1 Governing Law

This Agreement shall be interpreted, construed, and governed by the laws of the State of Arkansas, except to the extent preempted by the law and/or unless a court with jurisdiction rules otherwise, provided, however, that all matters relating to real property or any interest in realty shall be governed by the laws of the State wherein such real property or interest in realty is physically located.

9.2 Successors and Assigns

This Agreement shall inure to the benefit of, and be binding upon Members, their respective successors and assigns permitted hereunder, but shall not be assignable by a Member, by operation of law or otherwise, without the approval of the Board of Directors which approval shall not be unreasonably withheld, except that no Board of Directors approval is required as to a successor in the operation of the Transmission Owner's Tariff Facilities committed to administration by SPP by reason of a merger, consolidation, reorganization, sale, spin-off, or foreclosure, as a result of which substantially all such transmission facilities are acquired by such successor, and such successor becomes a Transmission Owner under this Agreement.

9.3 No Implied Waivers

The failure of a Member or SPP to insist upon or enforce strict performance of any of the specific provisions of this Agreement at any time shall not be construed as a waiver or relinquishment to any extent of such Member's or SPP's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance, or as a waiver to any extent of any specific provision of this Agreement; rather the same shall be and remain in full force and effect.

9.4 Severability

Each provision of this Agreement shall be considered severable, and if for any reason any provision of this Agreement, or the application thereof to any person, entity, or circumstance, is determined by a court or regulatory authority of competent jurisdiction to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated, and such invalid, void, or unenforceable provision shall be replaced with a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid, void, or unenforceable provision. This Section 9.4 does not modify or change in any way the right of a Member to withdraw as provided elsewhere in this Agreement.

9.5 Renegotiation

If any provision of this Agreement, or the application thereof to any person, entity or circumstance, is held by a court or regulatory authority of competent jurisdiction to be invalid, void, or unenforceable, or if a modification or condition to this Agreement is imposed by a regulatory authority exercising jurisdiction over this Agreement, then Members and SPP shall endeavor in good faith to negotiate such amendment or amendments to this Agreement as will restore the relative benefits and obligations of the signatories under this Agreement immediately prior to such holding, modification, or condition. If after sixty days such negotiations are unsuccessful, then Members or SPP may exercise any individual or collective withdrawal or termination rights available under Sections 4 and 5 of this Agreement.

9.6 Representations and Warranties

Each Member and SPP represents and warrants to other signatories that as of the later of the date it executes this Agreement or the Effective Date of this Agreement:

a. It is duly organized, validly existing, and in good standing under the laws of the jurisdiction where organized.

b. Subject to any necessary approvals by federal or state regulatory authorities of SPP, the execution and delivery by each Member and SPP of this Agreement, and the performance of its obligations hereunder have been duly and validly authorized by all requisite action on the part of the signatories and do not conflict with any applicable law or with any other agreement binding upon the signatories, other than third party joint agreements covered in this Agreement. This Agreement has been duly executed and delivered by Members and SPP, and, subject to the conditions set forth in this Agreement, constitutes the legal, valid, and binding obligation on the part of each Member and SPP, enforceable against it in accordance with its terms except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other similar laws affecting the enforcement of creditor's rights generally, and by general principles of equity regardless of whether such principles are considered in a proceeding at law or in equity.

c. There are no actions at law, suits in equity, proceedings, or claims pending or, to the knowledge of each Member or SPP, threatened against the Members or SPP before or by any federal, state, foreign or local court, tribunal, or governmental agency or authority that might materially delay, prevent, or hinder the performance by such entity of its obligations hereunder.

9.7 Further Assurances

Each Member and SPP agree that it shall hereafter execute and deliver such further instruments, provide all information, and take or forbear such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the provisions of this Agreement.

9.8 Delivery of Notices

Except as otherwise expressly provided herein, notices required under this Agreement shall be in writing and shall be sent to each Member or SPP by U.S. mail, overnight courier, hand delivery, facsimile, or other reliable electronic means. Any notice required under this Agreement shall be deemed to have been given either upon delivery, if by U.S. mail, overnight courier, or hand delivery, or upon confirmation, if given by facsimile or other reliable electronic means.

9.9 Entire Agreement

This Agreement, the Bylaws, SPP Criteria, and the Transmission Tariff, and their duly approved replacements, constitute the entire agreement among Members and SPP with respect to the subject matter of this Agreement, and no previous oral or written representations, agreements, or understandings made by any officer, agent, or employee of any Member or SPP shall be binding on any such Member or SPP unless contained in this Agreement, the Bylaws, SPP Criteria, or the Transmission Tariff.

9.10 Good Faith Efforts

Each Member and SPP agree that it shall in good faith take all reasonable actions necessary to permit it and other signatories to fulfill their obligations under this Agreement. Where the consent, agreement, or approval of any Member or SPP must be obtained hereunder, such consent, agreement, or approval shall not be unreasonably withheld, conditioned, or delayed. Where any Member or SPP is required or permitted to act, or omit to act, based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised. To the extent that the jurisdiction of any federal or state regulatory authority applies to any part of this Agreement and/or the transactions or actions covered by this Agreement, each Member and SPP shall cooperate with all other signatories to secure any necessary or desirable approval or acceptance of such regulatory authorities of such part of this Agreement and/or such transactions or actions.

9.11 Third Party Joint Agreements

This Agreement, the Bylaws, and the Transmission Tariff shall not be construed, interpreted, or applied in such a manner as to cause any Transmission Owner to be in material breach, anticipatory or otherwise, of any agreement (in effect on the later of the Effective Date of this Agreement or the date that it becomes a Transmission Owner under this Agreement) between such Transmission Owner and one or more third parties who are not signatories (regardless of the inclusion of one or more other Transmission Owners as parties to such agreement) for the joint transmission, operation, or maintenance of any electrical facilities covered by this Agreement or the Transmission Tariff. A Transmission Owner who has such a third party joint agreement shall discuss with the Board of Directors any material conflict between such third party joint agreement and this Agreement, the Bylaws or the Transmission Tariff raised by a third party to such joint agreement, but the resolution of such a conflict shall be and remains within the sole discretion of such signatory; provided, however, that such signatory shall, if otherwise unresolved, utilize the available remedies and dispute resolution procedures to resolve such conflict, including, but not limited to, submitting such conflict to the FERC for resolution; provided, further, that in no event shall such signatory enter into a resolution of such conflict which would impair the reliability of the Electric Transmission System.

9.12 Amendment

This Agreement may be amended by SPP's Board of Directors, subject to receiving any necessary regulatory approvals. The signatories to this Agreement agree to be bound by this Agreement as it may be amended, provided that the signatories possess the right to challenge any amendments at FERC and to exercise any withdrawal rights that they possess under this Agreement if they are dissatisfied with the amendment.

9.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, binding upon all of the Members and SPP, notwithstanding that all such Members, and SPP may not have executed the same counterpart.

IN WITNESS WHEREOF, the Member and SPP have caused their duly authorized representatives to execute and attest this Agreement, on their respective behalves.

MEMBER:

The Empire District Electric Company
Name of Member

Transmission Owner
Type of Entity (Transmission Owner or Non-Transmission Owner)

Myron W. McKinney
Name of Authorized Representative

President & CEO
Title of Authorized Representative

Myron W. McKinney
Signature of Authorized Representative

April 26, 2001
Date of Execution

SOUTHWEST POWER POOL, INC.:

John Marschewski
Name of Authorized Representative

President
Title of Authorized Representative

John Marschewski
Signature of Authorized Representative

April 2, 2001
Date

k:\spp\tariff\RTO membership agreement

AGREEMENT TO ALLOW SOUTHWEST POWER POOL, INC. TO ADMINISTER TRANSMISSION SERVICE OVER CERTAIN NON-TRANSFERRED TRANSMISSION FACILITIES

SPP and Non-Transferred Transmission Owner here enter into this Agreement with the following terms and conditions.

I. Recitals

1.1 The Non-Transferred Transmission Owner has executed the RTO Membership Agreement.

1.2 The RTO Membership Agreement provides SPP with the authority, among other things, to administer transmission service under the SPP Transmission Tariff, over Tariff Facilities which include Transmission Facilities and Distribution Facilities.

1.3 Transmission Facilities do not include lower voltage booked transmission facilities which, as such, are not subject to SPP's Operational Control.

1.4 Section 2.2.9 of the RTO Membership Agreement states that "[b]y agreement of SPP and a Transmission Owner, the Transmission Owner's facilities that are not Transmission Facilities under this Agreement may be included under the Transmission Tariff."

1.5 The purpose of this Agreement is to reflect the agreement allowing the Non-Transferred Transmission Owner's lower voltage transmission facilities, that are not Transmission Facilities, to be treated as Tariff Facilities included under the Transmission Tariff.

II. Definitions

Capitalized terms, not defined herein, shall have the meaning specified in the RTO Membership Agreement. The following are the definitions specific to this Agreement.

2.1 Agreement. This "Agreement To Allow Southwest Power Pool, Inc. To Administer Transmission Service Over Certain Non-Transferred Transmission Facilities."

2.2 Non-Transferred Transmission Owner. The Transmission Owner, The Empire District Electric Company ("Empire"), executing this Agreement appointing SPP as its agent to provide service under the Transmission Tariff over Non-Transferred Transmission Facilities.

2.3 Non-Transferred Transmission Facilities. Facilities booked as transmission which are not Transmission Facilities and which are allowed to be included in the transmission rates under the Transmission Tariff. These facilities are not subject to the transfer of operational control under Section 203 of the Federal Power Act. This encompasses all of Empire's 34.5 KV transmission facilities.

2.4 RTO Membership Agreement. The RTO Membership Agreement executed by the Non-Transferred Transmission Owner.

III. Agreement

3.1 Through this Agreement, the Non-Transferred Transmission Owner agrees that its Non-Transferred Transmission Facilities shall be considered as Tariff Facilities under the RTO Membership Agreement and appoints SPP as its agent to provide service under the Transmission Tariff over such Non-Transferred Transmission Facilities. Unless contrary to provisions stated herein, the provisions of the RTO

Membership Agreement shall apply to the Non-Transferred Transmission Facilities. To the extent of a conflict between provisions here and provisions in the RTO Membership Agreement, the provisions in this Agreement shall govern. In no event is this Agreement to be construed as a transfer of Operational Control to SPP over the Non-Transferred Transmission Facilities. SPP agrees that Empire shall maintain Operational Control over the Non-Transferred Facilities. Section 2.1.3 of the RTO Membership Agreement shall not be applicable to the Non-Transferred Transmission Facilities.

3.2 SPP shall coordinate with the Non-Transferred Transmission Owner when processing requests for service involving the Non-Transferred Transmission Facilities.

3.3 The Transmission Tariff rates shall be designated and administered so as to recover full cost of service to the greatest extent practicable associated with the provision of transmission service under the Transmission Tariff for Transmission Tariff Facilities, including Non-Transferred Facilities. Transmission service over Non-Transferred Facilities and Transmission Facilities shall be provided at a non-pancaked rate.

3.4 Empire shall be responsible for decisions to construct and the construction of Non-Transferred Transmission Facilities. Such construction shall be performed in accordance with Good Utility Practice, applicable SPP Criteria, industry standards, each Transmission Owner's specific reliability requirements and operating guidelines (to the extent these are not inconsistent with other requirements), and in accordance with all applicable requirements of federal or

state regulatory authorities. Empire shall be fully compensated to the greatest extent permitted by FERC, or other regulatory authority for the costs of construction undertaken by Empire in accordance with the Transmission Tariff. Section 3.3 of the RTO Membership Agreement shall not apply to Non-Transferred Transmission Facilities.

3.5 The Non-Transferred Transmission Owner may, upon submission of a written notice of withdrawal to the President, commence a process of withdrawal of its Non-Transferred Transmission Facilities (in whole or in part) from SPP's administration. Such withdrawal shall not become effective until October 31 of the calendar year following the calendar year in which notice is given; provided that the Non-Transferred Transmission Owner must provide at least 12 months notice. At the time the withdrawal becomes effective and unless otherwise requested by the Non-Transferred Transmission Owner, this Agreement shall be terminated with regard to those facilities subject to the withdrawal request. Such termination shall not affect the effectiveness of the RTO Membership Agreement and its applicability to the Non-Transferred Transmission Owner. The provisions of Section 4 of the RTO Membership Agreement shall not apply to a withdrawal under this Section 3.3.

3.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, binding upon both parties to this Agreement, notwithstanding that the parties may not have executed the same counterpart.

3.7 This agreement shall be effective on the same date as the Effective Date of SPP's RTO Membership Agreement and shall remain in force until Empire's withdrawal becomes effective under this Agreement.

IN WITNESS WHEREOF, the Non-Transferred Transmission Owner and SPP have caused their duly authorized representatives to execute this Agreement, on their respective behalves.

Non-Transferred Transmission Owner

The Empire District Electric Company
William L. Gipson
Executive Vice President

William L. Gipson
Signature of Authorized Representative

Southwest Power Pool, Inc.
John Marschewski
President

Signature of Authorized Representative

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FEDERAL REGISTER NOTICE

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

The Empire District Electric Company) Docket No. EC01-____

NOTICE OF FILING

Take notice that on May 25, 2001, The Empire District Electric Company ("Empire") filed with the Federal Energy Regulatory Commission pursuant to section 203 of the Federal Power Act for authorization of a disposition of jurisdictional facilities whereby the Applicants will transfer operational control of its jurisdictional transmission facilities to the Southwest Power Pool Regional Transmission Operator.

Any person desiring to be heard or to protest this filing should file a petition to intervene or protest with the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426, in accordance with Rules 210, 211, and 214 of the Commission's Rules of Practice and Procedure (18 C.F.R. §§ 385.210, 385.211, 385.214). All such petitions or protests should be filed on or before _____. Protests will be considered by the Commission to determine the appropriate action to be taken, but will not serve to make protestants parties to the proceedings. Any person wishing to become a party must file a motion to intervene. Copies of this filing are on file with the Commission and are available for public inspection. This filing may also be viewed on the Internet at http://www.ferc.fed.us/online/rims.htm (call 202-208-2222 for assistance).