

# **SASKPOWER**

## **OPEN ACCESS TRANSMISSION TARIFF (the “Tariff”)**

As revised effective April 1, 2023 (the “Effective  
Date”)

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## **I. COMMON SERVICE PROVISIONS**

### **1. Definitions**

#### **1.1 Affiliate:**

With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

#### **1.2 Ancillary Services:**

Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

#### **1.3 Annual Transmission Costs:**

The total annual cost of the Transmission System for purposes of Network Integration Transmission Service shall be the amount specified in Attachment G of this Tariff until amended by the Transmission Provider.

#### **1.4 Application:**

A request by an Eligible Customer for transmission service pursuant to the provisions of this Tariff.

#### **1.5 Completed Application:**

An Application that satisfies all of the information and other requirements of this Tariff, including any required deposit.

**1.6 Control Area:**

An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- (a) Match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- (b) Maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
- (c) Maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
- (d) Provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

**1.7 Curtailment:**

A reduction in firm or non-firm transmission service in response to a transfer capability shortage as a result of system reliability conditions.

**1.8 Delivering Party:**

The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

**1.9 Designated Agent:**

Any entity that performs actions or functions on behalf of the Transmission Provider, an Eligible Customer, or the Transmission Customer required under this Tariff.

**1.10 Direct Assignment Facilities:**

Facilities or portions of facilities that are constructed by the Transmission Provider for the sole use/benefit of a particular Transmission Customer requesting service under this Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to applicable regulatory approval as may be required by law.

**1.11 Domestic Load Customers:**

The wholesale and retail power customers of the Transmission Provider on whose behalf the Transmission Provider, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate the Transmission Provider's system to meet the reliable electric needs of such customers.

**1.12 Eligible Customer:**

- (a) Any electric utility (including the Transmission Provider and any power marketer), or US Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under this Tariff. Electric energy sold or produced by such entity may be electric energy produced in Canada, the United States, or Mexico.
- (b) Any retail customer taking unbundled transmission service pursuant to a statutory or regulatory requirement that the Transmission Provider offer the transmission service, or pursuant to a voluntary offer of such service by the Transmission Provider, is an Eligible Customer under the Tariff.

**1.13 Facilities Study:**

An engineering study conducted by the Transmission Provider to determine the required modifications to the Transmission Provider's Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service.

**1.14 FERC:**

The U.S. Federal Energy Regulatory Commission.

**1.15 Firm Point-To-Point Transmission Service:**

Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Points of Delivery pursuant to Part II of this Tariff.

**1.16 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 acceptable practices, methods, or acts generally accepted in the region.

**1.17 Interruption:**

A reduction in non-firm transmission service due to economic reasons pursuant to Section 14.7 of this Tariff.

**1.18 Load Ratio Share:**

Ratio of a Transmission Customer's Network Load to the Transmission Provider's total load computed in accordance with Sections 34.2 and 34.3 of the Network Integration Transmission Service under Part III of this Tariff and calculated on a rolling twelve-month basis.

**1.19 Load Shedding:**

The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of this Tariff.

**1.20 Long-Term Firm Point-To-Point Transmission Service:**

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.

**1.21 MRO:**

The Midwest Reliability Organization, or any successor organization.

**1.22 Network Customer:**

An entity receiving transmission service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Part III of this Tariff.

**1.23 Network Integration Transmission Service:**

The transmission service provided under Part III of this Tariff.

**1.24 Network Load:**

The load that a Network Customer designates for Network Integration Transmission Service under Part III of this Tariff. The Network Customer's Network Load shall

include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of this Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load.

**1.25 Network Operating Agreement:**

An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of this Tariff.

**1.26 Network Operating Committee:**

A group made up of representatives from the Network Customer(s) and the Transmission Provider established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part III of this Tariff.

**1.27 Network Resource:**

Any designated generating resource owned, purchased or leased by a Network Customer under Part III of this Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or

otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.

**1.28 Network Upgrades:**

Modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's overall Transmission System for the general benefit of all users of such Transmission System.

**1.29 Non-Firm Point-To-Point Transmission Service:**

Point-To-Point Transmission Service under this Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II of this Tariff. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one (1) hour to one (1) month.

**1.30 Off-System Network Resource:**

A Network Resource that is a designated resource outside the Province of Saskatchewan.

**1.31 On-System Network Resource:**

A Network Resource that is a designated resource within the Province of Saskatchewan.

**1.32 Open Access Same-Time Information System (OASIS):**

The Transmission Provider's OASIS website.

**1.33 Part I:**

Tariff Definitions and Common Service Provisions contained in Sections 2 through 12 of this Tariff.

**1.34 Part II:**

Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

**1.35 Part III:**

Tariff Sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

**1.36 Parties:**

The Transmission Provider and the Transmission Customer receiving service under this Tariff.

**1.37 Point(s) of Delivery:**

Point(s) on the Transmission Provider's Transmission System where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Part II of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

**1.38 Point(s) of Receipt:**

Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under Part II of the Tariff. The Point(s) of Receipt shall be

specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

**1.39 Point-To-Point Transmission Service:**

The reservation and transmission of capacity and energy on either a firm or non- firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of this Tariff.

**1.40 Power Purchaser:**

The entity that is purchasing the capacity and energy to be transmitted under this Tariff.

**1.41 Pre-Confirmed Application:**

An Application that commits the Eligible Customer to execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

**1.42 Receiving Party:**

The entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.

**1.43 Regional Transmission Group (RTG):**

A voluntary organization of transmission owners, transmission users and other entities formed to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

**1.44 Reserved Capacity:**

The maximum amount of capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the Transmission Provider's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II of this Tariff. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.

**1.45 Service Agreement:**

The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under this Tariff.

**1.46 Service Commencement Date:**

The date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement.

**1.47 Short-Term Firm Point-To-Point Transmission Service:**

Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year.

**1.48 System Impact Study:**

An assessment by the Transmission Provider of: (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration Transmission Service; and (ii) whether any additional costs may be incurred in order to provide transmission service.

**1.49 Third-Party Sale:**

Any sale for resale of generation capacity or energy to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service.

**1.50 Transmission Customer:**

Any Eligible Customer (or its Designated Agent) that: (i) executes a Service Agreement; or (ii) receives service under an Umbrella Agreement. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II and Part III of this Tariff.

**1.51 Transmission Provider:**

SaskPower.

**1.52 Transmission Provider's Monthly Transmission System Peak:**

The maximum firm usage of the Transmission Provider's Transmission System in a calendar month.

**1.53 Transmission Service:**

Point-To-Point Transmission Service provided under Part II of this Tariff on a firm and non-firm basis.

**1.54 Transmission System:**

The facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under Part II and Part III of this Tariff.

**1.55 Umbrella Agreement:**

An agreement between the Transmission Provider and an Eligible Customer which provides all the information necessary to enable such Eligible Customer to receive Short-Term Firm or Non-Firm Point-To-Point Transmission Service under this Tariff without the necessity of executing a Service Agreement for each Completed Application. A form of Umbrella Agreement is attached as Attachment B to this Tariff.

## **2. Initial Allocation and Renewal Procedures**

### **2.1 Initial Allocation of Available Transfer Capability:**

For purposes of determining whether existing capability on the Transmission Provider's Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the original effective date of this Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service received after the initial sixty (60) day period shall be assigned a priority pursuant to Section 13.2 of this Tariff, or Section 29.2 of this Tariff, as applicable.

### **2.2 Reservation Priority For Existing Firm Service Customers:**

Existing firm service customers (wholesale requirements and transmission-only, with a contract term of five (5) years or more), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether

the existing customer continues to purchase capacity and energy from the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service, the existing firm service customer must agree to accept a contract term at least equal to the longer of a competing request by any Eligible Customer and to pay the current Tariff rate for such service. This right of the existing firm service customer (hereafter "Right Of First Refusal") is conditional upon the new contract having a term of five years or longer. The existing firm service customer must provide notice to the Transmission Provider whether it will exercise its Right Of First Refusal no less than one (1) year prior to the expiration date of the existing firm service customer's Long-Term Firm Point-To-Point Transmission Service Agreement. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of five (5) years or longer.

**2.2.1. Transition:**

Service Agreements entered into prior to the Effective Date of this Tariff that are subject to a right of first refusal or associated with a transmission service request received prior to the Effective Date, unless terminated, are made effective and will become subject to the rollover requirements in this Section 2.2 on the first rollover date following the Effective Date of this OATT. The one (1) year notice requirement shall apply to such Service Agreements with contract terms of five (5) years or more.

**3. Ancillary Services**

Ancillary Services are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. The Transmission Provider is required to provide, and the Transmission Customer is required to purchase, the following Ancillary Services: (i) Scheduling, System Control and Dispatch; and (ii) Reactive Supply and Voltage Control from Generation Sources.

The Transmission Provider is required to offer to provide the following Ancillary Services only to the Transmission Customer serving load within the Transmission Provider's Control Area: (i) Regulation and Frequency Response; (ii) Energy Imbalance; (iii) Operating Reserve - Spinning; and (iv) Operating Reserve - Supplemental. The Transmission Customer serving load within the Transmission Provider's Control Area is required to acquire these Ancillary Services, whether from the Transmission Provider, from a third party, or by self-supply.

The Transmission Provider is required to provide, to the extent it is physically feasible to do so from its resources or from resources available to it, Generator Imbalance Service when transmission service is used to deliver energy from a generator located within its Control Area. The Transmission Customer using transmission service to deliver energy from a generator located within the Transmission Provider's Control Area is required to acquire Generator Imbalance Service, whether from the Transmission Provider, from a third party, or by self-supply.

The Transmission Customer may not decline the Transmission Provider's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services

from another source. The Transmission Customer must list in its Application which Ancillary Services it will purchase from the Transmission Provider. A Transmission Customer that exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery, or an Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved, is required to pay for all of the Ancillary Services identified in this Section 3 (Ancillary Services) that were provided by the Transmission Provider associated with the unreserved service. The Transmission Customer or Eligible Customer will pay for Ancillary Services based on the amount of Transmission Service it used but that it did not reserve.

The Transmission Provider shall specify in the applicable rate schedules the rate treatment and all related terms and conditions in the event of an unauthorized use of Ancillary Services by the Transmission Customer.

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and made a part of this Tariff. Three principal requirements apply to discounts for Ancillary Services provided by the Transmission Provider in conjunction with its provision of transmission service as follows: (i) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS; (ii) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS; and (iii) once a discount is negotiated, details must be immediately posted on the OASIS. A discount agreed upon for an Ancillary Service must be offered for the same period to all Eligible

Customers on the Transmission Provider's system. Sections 3.1 through 3.7 below list the Ancillary Services.

**3.1 Scheduling, System Control and Dispatch Service:**

The rates and/or methodology are described in Schedule 1.

**3.2 Reactive Supply and Voltage Control from Generation Sources Service:**

The rates and/or methodology are described in Schedule 2.

**3.3 Regulation and Frequency Response Service:**

Where applicable the rates and/or methodology are described in Schedule 3.

**3.4 Energy Imbalance Service:**

Where applicable the rates and/or methodology are described in Schedule 4.

**3.5 Operating Reserve - Spinning Reserve Service:**

Where applicable the rates and/or methodology are described in Schedule 5.

**3.6 Operating Reserve - Supplemental Reserve Service:**

Where applicable the rates and/or methodology are described in Schedule 6.

**3.7 Generator Imbalance Service:**

Where applicable the rates and/or methodology are described in Schedule 9-B.

**4 Open Access Same-Time Information System (OASIS)**

Terms and conditions regarding Open Access Same-Time Information System are set forth in 18 CFR § 37 of the FERC regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities). The

Transmission Provider's Standards of Conduct are posted on the OASIS. In the event available transfer capability as posted on the OASIS is insufficient to accommodate a request for firm transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

The Transmission Provider shall post on OASIS and its public website an electronic link to all rules, standards and practices that: (i) relate to the terms and conditions of Transmission Service; and (ii) are not otherwise included in this Tariff. The Transmission Provider shall post on OASIS and its public website an electronic link to a statement of the process by which the Transmission Provider shall add, delete or otherwise modify the rules, standards and practices that are posted on the Transmission Provider's website. Such process shall set forth the means by which the Transmission Provider shall provide reasonable advance notice to Transmission Customers and Eligible Customers of any such additions, deletions or modifications, the associated effective date, and any additional implementation procedures that the Transmission Provider deems appropriate.

## **5 Interpretation**

### **5.1 Applicable Law:**

This Tariff and any Service Agreements executed hereunder shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and Canada, except where the law of the United States is specifically incorporated herein. For greater certainty, The United Nations Convention on Contracts for the International Sale of Goods as adopted by The International Sale of Goods Act, S.S. 1990-91, c.I-10.3, shall not apply to any Service Agreements executed hereunder.

**5.2 Condition Precedent:**

The Transmission Provider's obligation to provide transmission service pursuant to a Service Agreement executed under this Tariff shall be conditional upon the receipt and continued effectiveness of any regulatory or other approvals required by Canadian law in connection with transmission service hereunder.

**5.3 Legislative Requirements:**

The terms and conditions of this Tariff and any Service Agreements executed hereunder are subject to decisions, orders, rules and regulations of any Canadian Federal and/or Saskatchewan provincial legislative requirements in effect from time to time and this Tariff may be amended without notice in accordance with such decisions, orders, rules, regulations or requirements.

**5.4 Reliability Standards:**

Notwithstanding any obligations with respect to Good Utility Practice imposed by this Tariff, or any agreement executed pursuant to this Tariff, the Transmission Provider shall not be obligated to comply with North American Electric Reliability Corporation ("NERC") reliability standards that have not been adopted pursuant to regulations by the Saskatchewan Electric Reliability Authority (SERA).

**6 Reciprocity**

A Transmission Customer receiving transmission service under this Tariff agrees to provide comparable transmission service that it is capable of providing to the Transmission Provider on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission

Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate Affiliates. A Transmission Customer that is a member of, or takes transmission service from, a power pool, Regional Transmission Group, Regional Transmission Organization (RTO), Independent System Operator (ISO) or other transmission organizations responsible for the operation of transmission facilities, also agrees to provide comparable transmission service to the transmission-owning members of such power pool and Regional Transmission Group, RTO, ISO or other transmission organization on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate Affiliates.

This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under this Tariff, but also to all parties to a transaction that involves the use of transmission service under this Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under this Tariff. If the Transmission Customer does not own, control or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

The requirements of this section may be waived by the Transmission Provider.

## **7 Billing and Payment**

### **7.1 Billing Procedure:**

Within a reasonable time after the first day of each month, the Transmission Provider shall submit an invoice to the Transmission Customer for: (i) the charges for all services furnished under this Tariff during the preceding month; and (ii) any prior period adjustments. The invoice shall be paid by the Transmission Customer within twenty (20) calendar days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by wire transfer to the bank named by the Transmission Provider.

### **7.2 Interest on Unpaid Balances:**

Interest on any unpaid amounts (including amounts placed in trust) shall be calculated in accordance with the methodology as posted on the Transmission Provider's OASIS applicable to late payment charges. Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Transmission Provider.

### **7.3 Currency:**

All rates specified in the Tariff are stated in lawful money of Canada. Unless otherwise agreed, monetary transactions, accounting and cost calculations between the Parties shall be determined and stated in lawful money of Canada. If required for any such monetary transactions, accounting or cost calculation, the rate to be used to convert from the foreign currency to that of Canada for each shall be the Bank of

Canada noon spot exchange rate as published by the Royal Bank of Canada, Regina, Saskatchewan, Canada, or the last published rate if not published for such day. If any monetary transaction is for a period of time exceeding one day, the weighted average of such noon spot exchange rates for each day in the respective period of time shall be used. The weighting shall be based in proportion to the dollar value of each day's transaction.

#### **7.4 Customer Default:**

In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Transmission Provider notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may terminate service. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as long as the Transmission Customer: (i) continues to make all payments not in dispute; and (ii) pays into an independent trust account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service within sixty (60) calendar days of such notice, in accordance with the policy of the Transmission Provider.

## **8 Accounting for the Transmission Provider's Use of the Tariff**

The Transmission Provider shall record the following amounts, as outlined below.

**8.1 Transmission Revenues:**

Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when making Third-Party Sales under Part II of this Tariff.

**8.2 Study Costs and Revenues:**

Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies which the Transmission Provider conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third-Party Sales under this Tariff; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the Transmission Customer's billing under this Tariff.

**9 Tariff Amendments**

**9.1 Right to Amend:**

Nothing contained in this Tariff or any Service Agreement shall be construed as affecting in any way the right of the Transmission Provider to unilaterally make a change in rates, terms and conditions, charges, classification of service or a Service Agreement. The Transmission Provider reserves the right to change the rates, Tariff terms and conditions, charges, classification of service(s) or any Service Agreement for Transmission Service under this Tariff without notice.

**9.2 Transition:**

As of the Effective Date of this Tariff, the rates, terms and conditions of this Tariff shall supersede the rates, terms and conditions of the Transmission Provider's previous tariff versions.

**10 Force Majeure and Indemnification**

**10.1 Force Majeure:**

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither the Transmission Provider nor the Transmission Customer will be considered in default as to any obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

**10.2 Indemnification:**

The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all

other obligations by or to third parties, arising out of or resulting from the Transmission Provider's performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

**10.3 Limitation of Liability:**

- a) The Transmission Provider shall not be liable, whether based on contract, indemnification, warranty, tort, strict liability or otherwise to any Transmission Customer or any third party for any damages whatsoever, including without limitation, direct, incidental, consequential, punitive, special, exemplary or indirect damages arising or resulting from any act or omission in any way associated with service provided under this Tariff, including but not limited to any act or omission that results in an interruption, deficiency or imperfection of service, except to the extent that the Transmission Provider is found liable for gross negligence or intentional misconduct, in which case the Transmission Provider shall not be liable for any incidental, consequential, punitive, special, exemplary or indirect damages.
  
- b) The Transmission Provider shall not be liable for damages arising out of services provided under this Tariff, including but not limited to, any act or omission that results in an interruption, deficiency or imperfection of service occurring as a result of conditions or circumstances resulting from electric system design common to the North American electric utility industry or

electric system operation practices or conditions common to the North American electric utility industry.

## **11 Creditworthiness**

For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service under this Tariff, the Transmission Provider may conduct reasonable credit review procedures and require Performance Assurance in accordance with Attachment I to this Tariff. To facilitate this review, the Transmission Customer must complete a Credit History Summary information form, located on the Transmission Provider's OASIS (refer to Attachment C of the 'OATT Application for Service, Settlement & Billing Practices' located on the Transmission Provider's OASIS) prior to the Transmission Customer's first request for service under this Tariff.

## **12 Dispute Resolution Procedures and Withdrawal of Tariff**

### **12.1 Dispute Resolution Procedures:**

Any dispute between a Transmission Customer or Eligible Customer and the Transmission Provider involving transmission service under this Tariff shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer or Eligible Customer, as the case may be, for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) calendar days (or such other period as the Parties may agree upon), by mutual agreement such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

**12.2 External Arbitration Procedures:**

Any arbitration initiated under this Tariff shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) calendar days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) calendar days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall conduct the arbitration in Regina, Saskatchewan and shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with *The Arbitration Act, 1992* of Saskatchewan.

**12.3 Arbitration Decisions:**

Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) calendar days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Tariff and any Service Agreement entered into under this Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be either appealed solely on a question of law alone or set

aside. Such appeal or application to set aside shall be governed by the provisions of *The Arbitration Act, 1992* of Saskatchewan.

**12.4 Costs:**

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- (a) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one half of the cost of the third arbitrator chosen; or
- (b) one half the cost of the single arbitrator jointly chosen by the Parties.

**12.5 Court Jurisdiction:**

The Parties agree to the exclusive jurisdiction of the Saskatchewan Court of Queen's Bench and the Saskatchewan Court of Appeal for the resolution of disputes which the Parties do not agree to arbitrate pursuant to Section 12.2 of this Tariff and for the appeal, application to set aside or other reconsideration of an arbitral decision with respect to this Tariff or any Service Agreement under the Tariff.

**12.6 Termination or Withdrawal of Tariff:**

Nothing contained in this Tariff shall restrict the Transmission Provider's right to unilaterally withdraw this Tariff on notice for any other reason. Except as otherwise provided in this Section 12.6, such withdrawal shall not affect a Transmission Customer's right to receive Firm Point-To-Point Transmission Service or Network Integration Transmission Service pursuant to existing Service Agreements entered into under this Tariff. Upon such withdrawal of this Tariff, all rights to receive Non-Firm Point-To-Point Transmission Service under Umbrella Agreements shall

terminate immediately, provided that the Transmission Provider shall complete Non-Firm Point-To-Point Transmission Service for specific Non-Firm Point-To-Point Transmission Service transactions scheduled prior to the date of termination of this Tariff (not to exceed service for three months). The Transmission Provider shall provide at least thirty (30) calendar days' notice of its intent to withdraw this Tariff to Transmission Customers that have entered into Umbrella Agreements for Non-Firm Point-To-Point Transmission Service.

## **II. POINT-TO-POINT TRANSMISSION SERVICE**

### **Preamble**

The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery.

## **13 Nature of Firm Point-To-Point Transmission Service**

### **13.1 Term:**

The minimum term of Firm Point-To-Point Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.

### **13.2 Reservation Priority:**

- (a) Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first-served basis i.e., in the chronological sequence in which each Transmission Customer has reserved service.

- (b) Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction or reservation. However, Pre-Confirmed Applications for Short-Term Point-To-Point Transmission Service will receive priority over earlier-submitted requests that are not pre-confirmed and that have equal or shorter duration. Among requests or reservations with the same duration and, as relevant, pre-confirmation status (pre-confirmed, confirmed, or not confirmed), priority will be given to an Eligible Customer's request or reservation that offers the highest price, followed by the date and time of the request or reservation.
- (c) If the Transmission System becomes oversubscribed, requests for longer term service may preempt requests for shorter term service up to the following deadlines: one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the conditional reservation deadline, if available transfer capability is insufficient to satisfy all requests and reservations, an Eligible Customer with a reservation for shorter term service (or equal duration service and lower prices) has the right of first refusal to match any longer term request or equal duration service with a higher price before losing its reservation priority. A longer-term competing request for Short-Term Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in Section 13.8 of this Tariff)

from being notified by the Transmission Provider of a longer-term competing request for Short-Term Firm Point-To-Point Transmission Service.

- (d) When a longer duration request preempts multiple shorter duration reservations, the shorter duration reservations shall have simultaneous opportunities to exercise the right of first refusal. Duration, price and time of response will be used to determine the order by which the multiple shorter duration reservations will be able to exercise the right of first refusal. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff.
- (e) Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under this Tariff. All Long-Term Firm Point-To-Point Transmission Service will have equal reservation priority with Domestic Load Customers and Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.2 of this Tariff.

### **13.3 Use of Firm Transmission Service by the Transmission Provider:**

The Transmission Provider will be subject to the rates, terms and conditions of Part II of this Tariff when making Third-Party Sales under agreements executed on or after the effective date of this Tariff. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.

### **13.4 Service Agreements:**

The Transmission Provider shall offer a standard form Long-Term Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Long-Term Firm Point-To-Point Transmission Service. The Transmission Provider shall offer a standard form Umbrella Agreement (Attachment B) to an Eligible Customer when it first submits a Completed Application for Short-Term Firm Point-To-Point Transmission Service pursuant to this Tariff. Upon expiry of an Umbrella Agreement, the Eligible Customer shall submit a new Completed Application for Short Term Firm Point-To-Point Transmission Service if the Eligible Customer wishes to reserve Short-Term Firm Point-To-Point Transmission Service, after which the Transmission Provider shall again offer a standard form Umbrella Agreement to the Eligible Customer. An Eligible Customer that: (i) uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved; and (ii) has not executed a Service Agreement will be deemed, for the purpose of assessing any appropriate charges and penalties, to have executed the appropriate agreement.

### **13.5 Transmission Customer Obligations for Facility Additions or Redispatch**

#### **Costs:**

In cases where the Transmission Provider determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without: (i) degrading or impairing the reliability of service to Domestic Load Customers, Network Customers and other Transmission Customers taking Firm Point-To-Point Transmission Service; or (ii) interfering with the Transmission Provider's ability to meet prior firm contractual commitments to others, the Transmission Provider will

be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 15.3 of this Tariff. The Transmission Customer must agree to compensate the Transmission Provider for any necessary transmission facility additions pursuant to the terms of Section 27 of this Tariff. To the extent the Transmission Provider can relieve any system constraint more economically by redispatching the Transmission Provider's resources than through constructing Network Upgrades, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 27 of this Tariff. Any redispatch, Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis under this Tariff will be specified in the Service Agreement or specified by the Transmission Provider pursuant to the terms of an executed Umbrella Agreement prior to initiating service.

### **13.6 Curtailment of Firm Transmission Service:**

In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system, and the systems directly and indirectly interconnected with the Transmission Provider's Transmission System, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. The Transmission Provider may elect to implement such Curtailments pursuant to the procedures included as Attachment H to this Tariff. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, the Transmission Provider will curtail service to Network Customers and Transmission Customers taking Firm Point-To-Point Transmission Service on a basis comparable to the curtailment of

service to the Transmission Provider's Domestic Load Customers. All Curtailments will be made on a non-discriminatory basis, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Point-To-Point Transmission Service. When the Transmission Provider determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail firm Transmission Service, the Transmission Customer shall make the required reductions upon request of the Transmission Provider. However, the Transmission Provider reserves the right to Curtail, in whole or in part, any firm Transmission Service provided under this Tariff when, in the Transmission Provider's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The Transmission Provider will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

**13.7 Classification of Firm Transmission Service:**

- (a) The Transmission Customer taking Firm Point-To-Point Transmission Service may: (i) change its Point of Receipt or Point of Delivery to obtain service on a non-firm basis consistent with the terms of Section 22.1 of this Tariff; or (ii) request a modification of the Points of Receipt or Points of Delivery on a firm basis pursuant to the terms of Section 22.2 of this Tariff.
- (b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on the Transmission Provider's Transmission System. For such a purchase of transmission service, the resources will be designated as multiple Points of

Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.

- (c) The Transmission Provider shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transfer capability is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Point-To-Point Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Point-To-Point Transmission Service. Each Point of Delivery at which firm transfer capability is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Transmission Service Agreement for Long-Term Firm Point-To-Point Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Point-To-Point Transmission. The greater of either: (i) the sum of the capacity reservations at the Point(s) of Receipt; or (ii) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 7 of this Tariff. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as

otherwise specified in Section 22 of this Tariff. In the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery, or uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved capacity for, the Transmission Customer shall pay to the Transmission Provider the applicable Schedule 7 charges for the amount of capacity that exceeded the firm reserved capacity.

**13.8 Scheduling of Firm Point-To-Point Transmission Service:**

Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider in accordance with the transmission reservation timing matrix on OASIS. Schedules submitted after the applicable time specified in the transmission reservation timing matrix on OASIS will be accommodated, if practicable. Hour-to-hour and intra-hour (intervals consisting of fifteen minutes each) schedules of any capacity and energy that is to be delivered must be stated in increments of 1,000 kW per hour (or a reasonable increment that is generally accepted in the region and is consistently adhered to by the Transmission Provider). Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service requests at a common Point of Receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be permitted in accordance with the transmission reservation timing matrix posted on OASIS. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour and

intra-hour (intervals consisting of fifteen minutes each) schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

## **14 Nature of Non-Firm Point-To-Point Transmission Service**

### **14.1 Term:**

Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month as provided in Schedule 8 of this Tariff. However, a purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3 of this Tariff.

### **14.2 Reservation Priority:**

Non-Firm Point-To-Point Transmission Service shall be available from transfer capability in excess of that needed for reliable service to Domestic Load Customers, Network Customers and other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service. A higher priority will be assigned first to reservations with a longer duration of service, and second to Pre-Confirmed Applications. In the event the Transmission System is constrained,

competing requests of the same Pre-Confirmed status and equal duration will be prioritized based on the highest price offered by the Eligible Customer for the Transmission Service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer-term reservation before being preempted. A longer term competing request for Non-Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request: (i) immediately for hourly Non-Firm Point-To-Point Transmission Service after notification by the Transmission Provider; and, (ii) within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in Section 14.6 of this Tariff) for Non-Firm Point-To-Point Transmission Service other than hourly transactions after notification by the Transmission Provider. Transmission Service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

**14.3 Use of Non-Firm Point-To-Point Transmission Service by the Transmission Provider:**

The Transmission Provider will be subject to the rates, terms and conditions of Part II of this Tariff when making Third-Party Sales under an agreement executed on or after the effective date of this Tariff. The Transmission Provider will maintain separate accounting, pursuant to Section 8 of this Tariff, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

**14.4 Service Agreements:**

The Transmission Provider shall offer a standard form Umbrella Agreement (Attachment B) to an Eligible Customer when the Eligible Customer first submits a Completed Application for Non-Firm Point-To-Point Transmission Service pursuant to this Tariff. Upon expiry or termination of an Umbrella Agreement, the Eligible Customer shall submit a new Completed Application for Non-Firm Point-To-Point Transmission Service if the Eligible Customer wishes to reserve Non-Firm Point-To-Point Transmission Service, after which the Transmission Provider shall again offer a standard form Umbrella Agreement to the Eligible Customer.

**14.5 Classification of Non-Firm Point-To-Point Transmission Service:**

Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of this Tariff. The Transmission Provider undertakes no obligation under this Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of this Tariff. In the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its non-firm capacity reservation, the Transmission Customer shall pay to the Transmission Provider the applicable Schedule 8 charges for the amount of capacity that exceeded the non-firm Reserve Capacity. Non-Firm Point-To-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short-term capacity and energy on a daily, weekly or

monthly basis, but not to exceed one (1) month reservation for any one Application, under Schedule 8 of this Tariff.

**14.6 Scheduling of Non-Firm Point-To-Point Transmission Service:**

Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider in accordance with the transmission reservation matrix on OASIS. Schedules submitted after the applicable time specified in the transmission reservation timing matrix on OASIS will be accommodated, if practicable. Hour-to-hour and intra-hour (intervals consisting of fifteen-minute schedules) schedules of energy that is to be delivered must be stated in increments of 1,000 kW per hour (or a reasonable increment that is generally accepted in the region and is consistently adhered to by the Transmission Provider). Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a common Point of Receipt into units of 1,000 kW per hour. Scheduling changes will be permitted in accordance with the transmission reservation timing matrix posted on OASIS. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour or intra-hour (intervals consisting of fifteen minutes each) schedules, as applicable, equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall

have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

**14.7 Curtailment or Interruption of Service:**

The Transmission Provider reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when an emergency or other unforeseen condition threatens to impair or degrade the reliability of the Transmission Provider's Transmission System or the systems directly or indirectly interconnected with the Transmission Provider's Transmission System. The Transmission Provider shall implement such Curtailments pursuant to the procedures included as Attachment H to this Tariff. The Transmission Provider reserves the right to Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under this Tariff for economic reasons in order to accommodate: (i) a request for Firm Point-To-Point Transmission Service; (ii) a request for Non-Firm Point-To-Point Transmission Service of greater duration; (iii) a request for Non-Firm Point-To-Point Transmission Service of equal duration with a higher price; or (iv) transmission service for Network Customers from non-designated resources. The Transmission Provider also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint; however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Point-To-Point Transmission Service. If multiple transactions require Curtailment or Interruption, to

the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made to transactions of the shortest term (e.g., intra-hour and hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions). Transmission Service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under this Tariff. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Point-To-Point Transmission Service under this Tariff. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

## **15 Service Availability**

### **15.1 General Conditions:**

The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service over, on, or across its Transmission System to any Transmission Customer that has met the requirements of Section 16 of this Tariff.

### **15.2 Determination of Available Transfer Capability:**

A description of the Transmission Provider's specific methodology for assessing available transfer capability, posted on the OASIS used by Transmission Provider (Section 4), is contained in Attachment C of this Tariff. In the event sufficient transfer capability may not exist to accommodate a service request, the Transmission Provider will respond by offering to perform a System Impact Study.

**15.3 Obligation to Provide Transmission Service that Requires Expansion or  
Modification of the Transmission System, Redispatch or Conditional**

**Curtailment:**

- (a) If the Transmission Provider determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will use due diligence to expand or modify its Transmission System to provide the requested Firm Point-To-Point Transmission Service, provided the Transmission Customer agrees to compensate the Transmission Provider for such costs pursuant to the terms of Section 27 of this Tariff. The Transmission Provider will conform to Good Utility Practice in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that the Transmission Provider has the right to expand or modify.
- (b) If the Transmission Provider determines that it cannot accommodate a Completed Application for Long-Term Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will use due diligence to provide redispatch from its own resources until: (i) Network Upgrades are completed for the Transmission Customer; (ii) the Transmission Provider determines through a biennial reassessment that it can no longer reliably provide the redispatch; or (iii) the Transmission Customer terminates the service because of redispatch changes resulting from the reassessment. A Transmission Provider shall not

unreasonably deny self-provided redispatch or redispatch arranged by the Transmission Customer from a third-party resource.

- (c) If the Transmission Provider determines that it cannot accommodate a Completed Application for Long-Term Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will offer the Firm Transmission Service with the condition that the Transmission Provider may curtail the service prior to the curtailment of other Firm Point-To-Point Transmission Service for a specified number of hours per year or during system condition(s). If the Transmission Customer accepts the service, the Transmission Provider will use due diligence to provide the service until: (i) Network Upgrades are completed for the Transmission Customer; (ii) the Transmission Provider determines through a biennial reassessment that it can no longer reliably provide such service; or (iii) the Transmission Customer terminates the service because the reassessment increased the number of hours per year of conditional curtailment or changed the system condition(s).

#### **15.4 Denial or Deferral of Service:**

The Transmission Provider may deny service completely or defer providing service until it completes construction of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever the Transmission Provider determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.

**15.5 Real Power Losses:**

Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to replace Real Power Losses. The Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable Real Power Loss factors are set forth in Schedule 9-A of this Tariff.

**16 Transmission Customer Responsibilities**

**16.1 Conditions Required of Transmission Customers:**

Point-To-Point Transmission Service shall be provided by the Transmission Provider only if the following conditions are satisfied by the Transmission Customer:

- a) The Transmission Customer has a pending Completed Application for service;
- b) The Transmission Customer meets the creditworthiness criteria set forth in Section 11 of this Tariff, including submission of a Credit History Summary information form, located on the Transmission Provider's OASIS (refer to Attachment C of the 'OATT Application for Service, Settlement & Billing Practices' located on the Transmission Provider's OASIS);
- c) The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to the Transmission Provider prior to the time service under Part II of this Tariff commences;

- d) The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of this Tariff, whether or not the Transmission Customer takes service for the full term of its reservation; and
- e) The Transmission Customer has executed a Point-To-Point Transmission Service Agreement.

**16.2 Transmission Customer Responsibility for Third-Party Arrangements:**

Any scheduling arrangements that may be required by other electric systems shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall provide, unless waived by the Transmission Provider, notification to the Transmission Provider identifying such systems and authorizing the Transmission Customer to schedule the capacity and energy to be transmitted by the Transmission Provider pursuant to Part II of this Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

**17 Procedures for Arranging Firm Point-To-Point Transmission Service**

**17.1 Application:**

A request for Firm Point-To-Point Transmission Service for periods of one year or longer must be made by entering a Completed Application on the Transmission

Provider's OASIS at least sixty (60) calendar days in advance of the calendar month in which service is to commence. The Transmission Provider will consider requests for such firm service on shorter notice when feasible. Requests for firm service for periods of less than one year shall be subject to expedited procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5 of this Tariff. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below on the Transmission Provider's OASIS. If the Transmission Provider's OASIS is not functioning, a Completed Application may be submitted by: (i) transmitting the required information to the Transmission Provider by telefax; or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line; or (iii) providing the information by email. The fax number, telephone number and email address can be found on the Completed Application form. Each of these methods will provide a time-stamped record for establishing the priority of the Application.

**17.2 Completed Application:**

A Completed Application shall provide all of the information listed below:

- (a) The identity, address, telephone number and facsimile number of the entity requesting service;
- (b) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under this Tariff;
- (c) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;

- (d) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, or by Canadian law, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with its standards of conduct;
- (e) A description of the supply characteristics of the capacity and energy to be delivered;
- (f) An estimate of the capacity and energy expected to be delivered to the Receiving Party;
- (g) The Service Commencement Date and the term of the requested Transmission Service; and
- (h) The transfer capability requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transfer capability requirement.

The billing information and requirements are located on the Transmission Provider's OASIS.

The Transmission Provider shall treat this information consistent with its standards of conduct.

**17.3 Deposit:**

A Completed Application for Long-Term Firm Point-To-Point Transmission Service also shall include a deposit of either: (i) one (1) month's charge for Reserved Capacity; or (ii) the full charge for Reserved Capacity for service requests of less than one (1) month. If the Application is rejected by the Transmission Provider because it does not meet the conditions for service as set forth in this Tariff, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals ("RFP"), said deposit shall be returned less any reasonable costs incurred by the Transmission Provider in connection with the review of the losing bidder's Application. The deposit also will be returned less any reasonable costs incurred by the Transmission Provider if the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Long-Term Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, less reasonable costs incurred by the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19 of this Tariff. If a Service Agreement for Long-Term Firm Point-To-

Point Transmission Service is executed, the deposit will be returned to the Transmission Customer upon expiration or termination of the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

**17.4 Notice of Deficient Application:**

If an Application fails to meet the requirements of this Tariff, the Transmission Provider shall notify the entity requesting service within fifteen (15) calendar days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of this Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

**17.5 Response to a Completed Application:**

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transfer capability as required in Section 15.2 of this Tariff. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) calendar days after the date of receipt of a Completed Application either: (i) if it will be able to provide service without performing a System Impact Study; or (ii) if such a study is needed to evaluate the impact of the Application pursuant to Section 19.1 of this Tariff. Responses by the Transmission Provider must be made as soon as practicable to all completed applications (including applications by its own merchant

function) and the timing of such responses must be made on a non-discriminatory basis.

**17.6 Execution of Service Agreement:**

Whenever the Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) calendar days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 of this Tariff will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement within fifteen (15) calendar days after it is tendered by the Transmission Provider, or confirm an approved request pursuant to terms of an executed Umbrella Agreement, will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

**17.7 Extensions for Commencement of Service:**

The Transmission Customer can obtain, subject to availability, up to five (5) one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Point-To-Point Transmission Service for each year or fraction thereof within fifteen (15) calendar days of notifying the Transmission Provider it intends to extend the commencement of service. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Point-To-Point Transmission Service, and such request can be

satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within thirty (30) calendar days, the original Transmission Customer agrees to pay the Firm Point-To-Point Transmission Service rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

## **18 Procedures for Arranging Non-Firm Point-To-Point Transmission**

### **Service**

#### **18.1 Application:**

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. If the Transmission Provider's OASIS is not functioning, a Completed Application may be submitted by: (i) transmitting the required information to the Transmission Provider by telefax; or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line; or (iii) providing the information by email. The fax number, telephone number and email address can be found on the Completed Application form. Each of these methods will provide a time-stamped record for establishing the service priority of the Application.

#### **18.2 Completed Application:**

A Completed Application shall provide all of the information listed below:

- (a) The identity, address, email address, telephone number and facsimile number of the entity requesting service;
- (b) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under this Tariff;
- (c) The Point(s) of Receipt and the Point(s) of Delivery;
- (d) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and
- (e) The proposed dates and hours for initiating and terminating transmission service hereunder.

In addition to the information specified in this Section 18.2 above, when required to properly evaluate system conditions, the Transmission Provider also may ask the Transmission Customer to provide the following:

- (f) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and
- (g) The electrical location of the ultimate load; and
- (h) If the Eligible Customer submits a Pre-Confirmed Application, a statement indicating: (i) that the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service; or (ii) confirmation that the Eligible Customer has already executed a Service Agreement.

The Transmission Provider will treat the information in (f) and (g) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order or by Canadian law, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with its standards of conduct.

**18.3 Reservation of Non-Firm Point-To-Point Transmission Service:**

Requests for monthly service shall be submitted no earlier than sixty (60) calendar days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) calendar days before service is to commence, requests for daily service shall be submitted no earlier than two (2) calendar days before service is to commence, and requests for hourly service shall be submitted no earlier than 10:00 a.m. Central Standard Time the day before service is to commence. Requests for service received later than 10:00 a.m. Central Standard Time prior to the day service is scheduled to commence will be accommodated if practicable.

**18.4 Determination of Available Transfer Capability:**

Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transfer capability pursuant to Section 15.2 of this Tariff. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service: (i) thirty (30) minutes for hourly service; (ii) thirty (30) minutes for daily service; (iii) four (4) hours for weekly service; and (iv) two (2) calendar days for monthly service.

## **19 Additional Study Procedures for Firm Point-To-Point**

### **Transmission Service Requests**

#### **19.1 Notice of Need for System Impact Study:**

After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D to this Tariff. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) calendar days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) calendar days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3 of this Tariff, shall be returned.

#### **19.2 System Impact Study Agreement and Cost Reimbursement:**

- (a) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely,

to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

- (b) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.
- (c) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8 of this Tariff.

### **19.3 System Impact Study Procedures:**

Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a one hundred twenty (120) calendar day period. The System Impact Study shall identify any system constraints identified with specificity by transmission element and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along

with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as reasonably possible following completion of the System Impact Study. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) calendar days of receipt of the System Impact Study, the Eligible Customer must execute a Service Agreement or provide confirmation to the Transmission Provider pursuant to the terms of an executed Umbrella Agreement or the Application shall be deemed terminated and withdrawn.

**19.4 Facilities Study Procedures:**

If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) calendar days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen

(15) calendar days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3 of this Tariff, shall be returned. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a one hundred twenty (120) calendar day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Transmission Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of: (i) the cost of Direct Assignment Facilities to be charged to the Transmission Customer; (ii) the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of this Tariff; and (iii) the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades. The Transmission Customer shall have thirty (30) calendar days to execute a Service Agreement or provide written confirmation to the Transmission Provider pursuant to the terms of an executed Umbrella Agreement and provide the required letter of credit or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn.

**19.5 Facilities Study Modifications:**

Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the Transmission Provider that significantly affect the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of this Tariff.

**19.6 Due Diligence in Completing New Facilities:**

The Transmission Provider shall use due diligence to add necessary facilities or upgrade its Transmission System within a reasonable time. The Transmission Provider will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.

**19.7 Partial Interim Service:**

If the Transmission Provider determines that it will not have adequate transfer capability to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider nonetheless shall be obligated to offer and provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated without addition of any facilities and through redispatch. However, the Transmission Provider shall not be obligated to provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

**19.8 Expedited Procedures for New Facilities:**

In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the Transmission Provider to tender at one time, together with the results of required studies, an "Expedited Service Agreement" pursuant to which the Eligible Customer would agree to compensate the Transmission Provider for all costs incurred pursuant to the terms of this Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the above-specified items within thirty (30) calendar days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions of this Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) calendar days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

**20 Procedures if the Transmission Provider is Unable to Complete New  
Transmission Facilities for Firm Point-To-Point Transmission  
Service**

**20.1 Delays in Construction of New Facilities:**

If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete them, the Transmission Provider shall promptly notify the Transmission Customer. In such circumstances, the Transmission Provider shall within thirty (30) calendar days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission Customer. The Transmission Provider also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of the Transmission Provider that is reasonably needed by the Transmission Customer to evaluate any alternatives.

**20.2 Alternatives to the Original Facility Additions:**

When the review process of Section 20.1 of this Tariff determines that one or more alternatives exist to the originally planned construction project, the Transmission Provider shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request the Transmission Provider to submit a revised Service Agreement for Long-Term Firm Point-To-Point Transmission Service. If the alternative approach solely involves Short-Term Firm or Non-Firm Point-To-Point Transmission Service, the Transmission Provider shall promptly tender an Umbrella Agreement for Short-Term Firm or Non-Firm Point-To-Point Transmission Service providing for the service. In the event the Transmission Provider concludes that no reasonable alternative exists and the Transmission Customer disagrees, the

Transmission Customer may seek relief under the dispute resolution procedures pursuant to Section 12 of this Tariff.

**20.3 Refund Obligation for Unfinished Facility Additions:**

If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of this Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned. The Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

**21 Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities**

**21.1 Responsibility for Third-Party System Additions:**

The Transmission Provider shall not be responsible for making arrangements for any necessary engineering, permitting, and construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities. The Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice. The Transmission Customer shall reimburse the Transmission Provider for all prudently incurred costs arising from the Transmission Provider's obligation to undertake such efforts.

## **21.2 Coordination of Third-Party System Additions:**

In circumstances where the need for transmission facilities or upgrades is identified pursuant to the provisions of Part II of this Tariff, and if such upgrades further require the addition of transmission facilities on other systems, the Transmission Provider shall have the right to coordinate construction on its own system with the construction required by others. The Transmission Provider, after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its new transmission facilities, if the new transmission facilities on another system cannot be completed in a timely manner. The Transmission Provider shall notify the Transmission Customer in writing of the basis for any decision to defer construction and the specific problems which must be resolved before it will initiate or resume construction of new facilities. Within sixty (60) calendar days of receiving written notification by the Transmission Provider of its intent to defer construction pursuant to this Section 21.2, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures pursuant to Section 12 this Tariff.

## **22 Changes in Service Specifications**

### **22.1 Modifications On a Non-Firm Basis:**

The Transmission Customer taking Firm Point-To-Point Transmission Service may request the Transmission Provider to provide transmission service on a non-firm basis over receipt and delivery points other than those specified in the Service Agreement or agreed on pursuant to an Umbrella Agreement ("Secondary Receipt and Delivery Points"), in amounts not to exceed its firm capacity reservation, without incurring an

additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions:

- (a) Service provided over Secondary Receipt and Delivery Points will be Non-Firm Point-To-Point Transmission Service only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under this Tariff or by the Transmission Provider on behalf of its Domestic Load Customers.
- (b) The sum of all Firm Point-To-Point Transmission Service and Non-Firm Point-To-Point Transmission Service provided to the Transmission Customer at any time pursuant to this Section 22 shall not exceed the Reserved Capacity in the relevant Service Agreement or agreed on pursuant to an Umbrella Agreement under which such services are provided.
- (c) The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the receipt and delivery points specified in the relevant Service Agreement or agreed on pursuant to an Umbrella Agreement in the amount of its original capacity reservation.
- (d) Service over Secondary Receipt and Delivery Points on a Non-Firm Point-To-Point Transmission Service basis shall not require the filing of an Application for Non-Firm Point-To-Point Transmission Service under this Tariff. However, all other requirements of Part II of this Tariff (except as to transmission rates) shall apply to transmission service on a Non-Firm Point-

To-Point Transmission Service basis over Secondary Receipt and Delivery Points.

**22.2 Modifications on a Firm Basis:**

Any request by a Transmission Customer to modify receipt and delivery points on a firm basis shall be treated as a new request for service in accordance with Section 17 of this Tariff, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement or agreed on pursuant to an Umbrella Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm receipt and delivery points specified in its Service Agreement.

**23 Sale or Assignment of Transmission Service**

**23.1 Procedures for Assignment or Transfer of Service:**

Subject to any legislative or regulatory approval that may be required:

- (a) A Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the “Assignee”). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to the Reseller shall be at rates established by agreement between the Reseller and the Assignee.
- (b) The Assignee must execute a Service Agreement with the Transmission Provider governing reassignments of Transmission Service prior to the date

on which the reassigned service commences. The Transmission Provider will charge the Reseller, as appropriate, at the rate stated in the Reseller's Service Agreement with the Transmission Provider or the associated OASIS schedule(s), whichever is applicable, and credit the Reseller with price reflected in the Assignee's Service Agreement with the Transmission Provider or the associated OASIS schedule(s); provided that, such credit shall be reversed in the event of non-payment by the Assignee. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of service will be determined by the Transmission Provider pursuant to Section 13.2 of this Tariff.

**23.2 Limitations on Assignment or Transfer of Service:**

If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement, the Transmission Provider will consent to such change subject to the provisions of this Tariff, provided that the change will not impair the operation and reliability of the Transmission Provider's generation, transmission, or distribution systems. The Assignee shall compensate the Transmission Provider for performing any System Impact Study needed to evaluate the capability of the Transmission System to

accommodate the proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by the Parties through an amendment to the Service Agreement.

**23.3 Information on Assignment or Transfer of Service:**

In accordance with Section 4 of this Tariff, all sales or assignments of transfer capability must be conducted through or otherwise posted on the Transmission Provider's OASIS on or before the date the reassigned service commences and are subject to Section 23.1 of this Tariff. Resellers may use the OASIS used by the Transmission Provider to post transfer capability available for resale.

**24 Metering and Power Factor Correction at Receipt and  
Delivery Points(s)**

**24.1 Transmission Customer Obligations:**

Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of this Tariff and to communicate the information to the Transmission Provider. Such equipment shall remain the property of the Transmission Customer.

**24.2 Transmission Provider Access to Metering Data:**

The Transmission Provider shall have access to metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

**24.3 Power Factor:**

Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range as the Transmission Provider pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable.

## **25 Compensation for Transmission Service**

Rates for Firm Point-To-Point Transmission Service and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to this Tariff (as may be revised from time to time): Long-Term Firm Point-To-Point Transmission Service (Schedule 7); and Non-Firm Point-To-Point Transmission Service (Schedule 8). The Transmission Customer shall also pay for any applicable Ancillary Service charges, any applicable loss compensations (Schedule 9-A), and the CER Cost Adder (Schedule 10), if applicable. The Transmission Provider shall use Part II of this Tariff to make its Third-Party Sales. The Transmission Provider shall account for such use at the applicable Tariff rates, pursuant to Section 8 of this Tariff.

## **26 Stranded Cost Recovery**

The Transmission Provider may seek to recover stranded costs from the Transmission Customer pursuant to this Tariff subject to the dispute resolution provisions in Section 12 of this Tariff.

## **27 Compensation for New Facilities and Redispatch Costs**

Whenever a System Impact Study performed by the Transmission Provider in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible

for such costs to the extent consistent with law and policy governing the Transmission Provider. Whenever a System Impact Study performed by the Transmission Provider identifies capacity constraints that may be relieved more economically by redispatching the Transmission Provider's resources rather than by building new facilities or upgrading existing facilities to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs to the extent consistent with law and/or policy governing the Transmission Provider.

### **III. NETWORK INTEGRATION TRANSMISSION SERVICE**

#### **Preamble**

The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in this Tariff and the Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Provider utilizes its Transmission System to serve its Domestic Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Part II of this Tariff.

## **28 Nature of Network Integration Transmission Service**

### **28.1 Scope of Service:**

Network Integration Transmission Service is a transmission service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated generation resources) to serve their Network Load located in the Transmission Provider's Control Area and any additional load that may be designated pursuant to Section 31.3 of this Tariff. The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3 of this Tariff.

**28.2 Transmission Provider Responsibilities:**

The Transmission Provider will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice in order to provide the Network Customer with Network Integration Transmission Service over the Transmission Provider's Transmission System. The Transmission Provider, on behalf of its Domestic Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by the Transmission Provider to calculate available transfer capability. The Transmission Provider shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and place into service sufficient transfer capability to deliver the Network Customer's Network Resources to serve the Network Customer's Network Load on a basis comparable to the Transmission Provider's delivery of its own generating and purchased resources to its Domestic Load Customers.

**28.3 Network Integration Transmission Service:**

The Transmission Provider will provide firm transmission service over the Transmission Provider's Transmission System to the Network Customer for the delivery of capacity and energy from the Network Customer's designated Network Resources to service the Network Customer's Network Loads on a basis that is comparable to the Transmission Provider's use of the Transmission System to reliably serve the Transmission Provider's Domestic Load Customers.

**28.4 Secondary Service:**

The Network Customer may use the Transmission Provider's Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Part II of this Tariff.

**28.5 Real Power Losses:**

Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to replace Real Power Losses. The Network Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable Real Power Loss factors are set forth in Schedule 9-A of this Tariff.

**28.6 Restrictions on Use of Service:**

The Network Customer shall not use Network Integration Transmission Service for:  
(i) sales of capacity and energy to non-designated loads; or (ii) direct or indirect

provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point Transmission Service under Part II of this Tariff for any Third-Party Sale which requires use of the Transmission Provider's Transmission System.

## **29 Initiating Service**

### **29.1 Conditions Precedent for Receiving Service:**

Subject to the terms and conditions of Part III of this Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that: (i) the Eligible Customer completes an Application for service as provided under Part III of this Tariff; (ii) the Eligible Customer meets the creditworthiness criteria set forth in Section 11 of this Tariff (including submission of a Credit History Summary information form, located on the Transmission Provider's OASIS (refer to Attachment C of the 'OATT Application for Service, Settlement & Billing Practices' located on the Transmission Provider's OASIS)); (iii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4 of this Tariff; (iv) the Eligible Customer executes a Service Agreement pursuant to Attachment E-1 or E-2 (as applicable) of this Tariff for service under Part III of this Tariff, and (v) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment F of this Tariff.

### **29.2 Application Procedures:**

An Eligible Customer requesting service under Part III of this Tariff must submit an Application to the Transmission Provider as far as possible in advance of the month

in which service is to commence, with a non-refundable deposit of fifty thousand dollars (\$50,000) or any other amount required by the Transmission Provider in its sole discretion. Unless subject to the procedures in Section 2 of this Tariff, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. If the OASIS used by the Transmission Provider is not functioning, a Completed Application may be submitted by: (i) transmitting the required information to the Transmission Provider by telefax; or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line, or (iii) providing the information by email. The fax number, telephone number and email address can be found on the Completed Application form. Each of these methods will provide a time-stamped record for establishing the service priority of the Application.

**29.2.1. A Completed Application for On-System Network Resources:**

A Completed Application for On-System Network Resources shall provide all of the information listed below:

- (a) The identity, address, telephone number, email address, and facsimile number of the party requesting service;
- (b) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under this Tariff;

- (c) A description of the Network Load at each delivery point. This description should separately identify and provide; (i) the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and (ii) the loads to be served from each Transmission Provider substation at the same transmission voltage level.
- (d) The description should include a ten (10) year forecast of summer and winter load and On-System Network Resource requirements beginning with the first year after the service is scheduled to commence;
- (e) The amount and location of any interruptible loads included in the Network Load. This shall include: (i) the summer and winter capacity requirements for each interruptible load (had such load not been interruptible); (ii) that portion of the load subject to interruption; (iii) the conditions under which an interruption can be implemented; and (iv) any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the ten (10) year load forecast provided in response to Subsection 29.2.1(c) above;
- (f) A description of On-System Network Resources (current and ten (10) year projection), which shall include, for each On-System Network Resource:
- Location of the On-System Network Resource;
  - Unit size and amount of capacity from that unit to be designated as a Network Resource;

- VAr capability (both leading and lagging) of all generators;
  - Operating information, including the following:
    - Any periods of restricted operations throughout the year;
    - Maintenance schedules;
    - Minimum loading level of unit;
    - Normal operating level of unit;
    - Any must-run unit designations required for system reliability or contract reasons;
    - Load and frequency control capability;
    - Dispatchability and maneuverability;
  - Approximate variable generating cost (\$/MWh) for redispatch computations;
  - Arrangements governing sale and delivery of power to third parties from generating facilities located in the Transmission Provider Control Area, where only a portion of unit output is designated as an On-System Network Resource;
- (f) Description of purchased power designated as a Network Resource including source of supply, capacity value of the Network Resource, transmission

arrangements and delivery point(s) to the Transmission Provider's Transmission System;

(g) Except for Applications for service to the Transmission Provider's Domestic Load Customers, a description of the Eligible Customer's transmission system, including, but not limited to, the following:

- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all the transmission equipment in formats compatible with those of the Transmission Provider;
- Operating restrictions needed for reliability;
- Operating guides employed by system operators;
- Contractual restrictions or committed use of the Eligible Customer's transmission system other than the Eligible Customer's Network Loads and Network Resources;
- Year projection of the Eligible Customer's system expansions or upgrades, and transmission system maps that include any proposed expansions or upgrades;
- Thermal ratings of the Eligible Customer's Control Area ties with other Control Areas;

- (h) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term of the Network Integration Transmission Service is one year. If the Network Resource is not intended to be available through the entirety of the term, seasonal designation may be granted;
- (i) A statement signed by an authorized officer from the Network Customer attesting that all the Network Resources listed pursuant to Section 29.2.1 of this Tariff satisfy the following conditions: (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or execution of a contract to purchase the Network Resource is contingent upon the availability of transmission service under Part III of this Tariff; and (2) the Network Resources do not include any resources, or any portion thereof, that are either: (i) committed for sale by the Network Customer to non-designated third party load unless, and only to the extent that the seller has a contractual right to curtail the energy sold in order to maintain reliable service to the seller's Network Load, subject to any limitations permitted by Section 30.1 of this Tariff; or (ii) purchased by the Network Customer;
- (j) Any additional information required of the Network Customer as requested by the Transmission Provider in the Transmission Provider's sole discretion.

**29.2.2. A Completed Application for each Off-System Network Resource:**

The Completed Application for each Off-System Network Resource shall provide all the information listed below:

- (a) The identity, address, telephone number, email address, and facsimile number of the party requesting service;
- (b) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under this Tariff;
- (c) A description of the Off-System Network Resources, including following:
  - Amount of power to which the customer has rights, including the season for which the power is purchased;
  - Identification of the control area from which the power will originate;
  - Delivery points(s) to the Transmission Provider's Transmission System;
  - Transmission Service arrangements on the external transmission system;
- (d) Operating information, including the following:
  - Any periods of restricted operations throughout the year;
  - Maintenance schedules;
  - Minimum loading levels of units;
  - Normal operating level of unit;

- Any must-run unit designations required for system reliability or contract reasons;
- (e) Approximate variable generating cost (\$/MWH) for redispatch computations;
- (f) Description of Eligible Customer's transmission system, including the following:
- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in formats compatible with that used by the Transmission Provider;
  - Operating restrictions needed for reliability;
  - Operating guides employed by system operators;
  - Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources;
  - Location of Network Resources described in Subsection 29.2.2(c) above;
  - Ten (10) year projection of system expansions or upgrades;
  - Transmission system maps that include any proposed expansions or upgrades;

- Thermal ratings of the Eligible Customer's Control Area ties with other Control Areas;
  
- (g) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one (1) year;
  
- (h) A statement signed by an authorized officer from or agent of the Network Customer attesting that all of the Network Resources listed pursuant to Subsection 29.2.2 of this Tariff satisfy the following conditions: (i) the Network Customer owns the resources, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of this Tariff; and (ii) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program;
  
- (i) Any additional information required of the Network Customer as requested by the Transmission Provider in the Transmission Provider's sole discretion.

Unless the Parties agree to a different time frame, the Transmission Provider must acknowledge the request within ten (10) calendar days of receipt. The acknowledgment must include a date by which a response, including a Service

Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this Section 29.2, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) calendar days of receipt and specify the reasons for such failure. Wherever possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this Section 29.2. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information consistent with its standards of conduct.

**29.3 Technical Arrangements to be Completed Prior to Commencement of Service:**

Network Integration Transmission Service shall not commence until the Transmission Provider and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

**29.4 Network Customer Facilities:**

The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining, and operating the facilities

on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from the Transmission Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

## **30 Network Resources**

### **30.1 Designation of Network Resources:**

Network Resources shall include all generation and dedicated transmission equipment owned, purchased or leased by the Network Customer designated to serve Network Load under this Tariff. Network Resources may not include resources, or any portion thereof, that are committed for sale to non-designated third-party load, or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of obligations under a reserve sharing program. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.

### **30.2 Designation of New On-System Network Resources:**

The Network Customer may designate a new On-System Network Resource by providing the Transmission Provider with as much advance notice as practicable. A designation of a new On-System Network Resource must be made through the Transmission Provider's OASIS by a request for modification of service by submitting a new Application under Section 29 of this Tariff. This request must

include a statement that the new On-System Network Resource satisfies the following conditions: (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of this Tariff; and (2) the Network Resource does not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. The Network Customer's request will be deemed deficient if it does not include this statement and the Transmission Provider will follow the procedure for a deficient application as described in Section 29.2 of this Tariff.

### **30.3 Termination of Network Resources:**

The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource at any time but should provide notification to the Transmission Provider as soon as reasonably practicable, but not later than the firm scheduling deadline for the period of termination located on the Transmission Provider's OASIS. Any request for termination of Network Resource status must be submitted on the Transmission Provider's OASIS, and must indicate if the request is for indefinite or temporary termination. A request for indefinite termination of Network Resource status must indicate the date and time that the termination is to be effective, and the identification and capacity of the resource(s) (or portions thereof)

to be indefinitely terminated. A request for temporary termination of Network Resource status must include the following:

- (a) Effective date and time of temporary termination;
- (b) Effective date and time of re-designation, following period of temporary termination;
- (c) Identification and capacity of resource(s) or portions thereof to be temporarily terminated;
- (d) Resource description and attestation for re-designating the Network Resource following the temporary termination, in accordance with Section 30.2 of this Tariff; and
- (e) Identification of any related transmission service requests to be evaluated concomitantly with the request for temporary termination, such that the request for un-designation and the request for these related transmission service requests must be approved or denied as a single request. The evaluation of these related transmission service requests must take into account the termination of the Network Resources identified in Subsection 30.3(c) above, as well as all competing transmission service requests of higher priority.

As part of a temporary termination, a Network Customer may only re-designate the same source that was originally designated, or a portion thereof. Requests to re-designate a different source and/or a resource with increased capacity will be deemed

deficient and the Transmission Provider will follow the procedures for a deficient application as described in Section 29.2 of this Tariff.

#### **30.4 Operation of Network Resources:**

The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Transmission Provider's Control Area such that the output of those facilities exceeds the sum of the following:

- (a) Its designated Network Load;
- (b) Non- firm sales delivered pursuant to Part II of this Tariff;
- (c) Real Power Losses;
- (d) Power sales under a reserve sharing program; and
- (e) Sales that permit curtailment without penalty to serve the Network Customer's designated Network Load.

This limitation shall not apply to changes in the operation of a Transmission Customer's Network Resources at the request of the Transmission Provider to respond to an emergency or other unforeseen condition which may impair or degrade the reliability of the Transmission System. For all Network Resources not physically connected with the Transmission Provider's Transmission System, the Network Customer may not schedule delivery of energy in excess of the Network Resources capacity, as specified in the Network Customer's Application pursuant to Section 29 of this Tariff, unless the Network Customer supports such delivery within the Transmission Provider's Transmission System by either obtaining Point-To-Point

Transmission Service or utilizing secondary service pursuant to Section 28.4 of this Tariff. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Network Customer's schedule at the delivery point for a Network Resource not physically interconnected with the Transmission Provider's Transmission System exceeds the Network Resource designated capacity, excluding energy delivery using secondary service or Point-To-Point Transmission Service.

**30.5 Network Customer Redispatch Obligation:**

As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by the Transmission Provider pursuant to Section 33.2 of this Tariff. To the extent practical, the redispatch of resources pursuant to this Section 30.5 shall be on a least cost, non-discriminatory basis between all Network Customers, and the Transmission Provider.

**30.6 Transmission Arrangements for Network Resources Not Physically Interconnected With The Transmission Provider:**

The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider's Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

**30.7 Limitation on Designation of Network Resources:**

The Network Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Network Customer may establish that execution of a contract is contingent upon the availability of transmission service under Part III of this Tariff.

**30.8 Use of Interface Capacity by the Network Customer:**

There is no limitation upon a Network Customer's use of the Transmission Provider's Transmission System at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of the Transmission Provider's total interface capacity with other transmission systems may not exceed the Network Customer's Network Load.

**30.9 Network Customer Owned Transmission Facilities:**

The Network Customer that owns existing transmission facilities that are integrated with the Transmission Provider's Transmission System may be eligible to receive consideration either through a billing credit or some other mechanism. In order to receive such consideration the Network Customer must demonstrate that its transmission facilities are integrated into the plans or operations of the Transmission Provider to serve its power and transmission customers. For facilities constructed by the Network Customer subsequent to the Service Commencement Date under Part III of this Tariff, the Network Customer shall receive credit where such facilities are jointly planned and installed in coordination with the Transmission Provider.

Calculation of the credit shall be addressed in either the Network Customer's Service Agreement or any other agreement between the Parties.

## **31 Designation of Network Load**

### **31.1 Network Load:**

The Network Customer must designate the individual Network Loads on whose behalf the Transmission Provider will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement.

### **31.2 New Network Loads Connected With the Transmission Provider:**

The Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable of the designation of new Network Load that will be added to the Transmission Provider's Transmission System. A designation of new Network Load must be made through a modification of service pursuant to a new Application. The Transmission Provider will use due diligence to install any transmission facilities required to interconnect a new Network Load designated by the Network Customer. The costs of new facilities required to interconnect a new Network Load shall be determined in accordance with the procedures provided in Section 32.4 of this Tariff and shall be charged to the Network Customer in accordance with law or policy governing the Transmission Provider.

### **31.3 Network Load Not Physically Interconnected with the Transmission Provider:**

This section applies to both initial designation pursuant to Section 31.1 of this Tariff and the subsequent addition of new Network Load not physically interconnected

with the Transmission Provider. To the extent that the Network Customer desires to obtain transmission service for a load outside the Transmission Provider's Transmission System, the Network Customer shall have the option of: (i) electing to include the entire load as Network Load for all purposes under Part III of this Tariff and designating Network Resources in connection with such additional Network Load; or (ii) excluding that entire load from the Network Customer's Network Load and purchasing Point-To-Point Transmission Service under Part II of this Tariff. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this Section 31.3 the request must be made through a modification of service pursuant to a new Application.

**31.4 New Interconnection Points:**

To the extent the Network Customer desires to add a new delivery point or interconnection point between the Transmission Provider's Transmission System and a Network Load, the Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable.

**31.5 Changes in Service Requests:**

Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g. the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities constructed by the Transmission Provider and charged to the Network Customer as reflected in the Service Agreement. However, the Transmission Provider must treat

any requested change in Network Integration Transmission Service in a non-discriminatory manner.

**31.6 Annual Load and Resource Information Updates:**

The Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in the Network Customer's Application for Network Integration Transmission Service under Part III of this Tariff. The Network Customer also shall provide the Transmission Provider with timely written notice of material changes in any other information provided in the Network Customer's Application relating to the Network Customer's Network Load, Network Resources, the Network Customer's transmission system or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

**32 Additional Study Procedures For Network Integration**

**Transmission Service Requests**

**32.1 Notice of Need for System Impact Study:**

After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D of this Tariff. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) calendar days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which

the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) calendar days. If the Eligible Customer elects not to execute the System Impact Study Agreement, the Eligible Customer's Application shall be deemed withdrawn and its deposit shall be returned.

**32.2 System Impact Study Agreement and Cost Reimbursement:**

- (a) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion, of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.
  
- (b) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.

- (c) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8 of this Tariff.

**32.3 System Impact Study Procedures:**

Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a one hundred twenty (120) calendar day period. The System Impact Study shall identify any system constraints and redispatch options, additional Direct Assignment Facilities, or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as reasonably possible following the completion of the System Impact Study. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within thirty (30) calendar days of completion of the System Impact Study the Eligible Customer

must execute a Service Agreement or the Application shall be deemed terminated and withdrawn.

**32.4 Facilities Study Procedures:**

If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) calendar days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) calendar days. If the Eligible Customer elects not to execute the Facilities Study Agreement, the Eligible Customer's Application shall be deemed withdrawn and the Eligible Customer's deposit shall be returned. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) calendar day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of: (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer; (ii) the Eligible Customer's appropriate share of the cost of any required Network Upgrades; and (iii)

the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades. The Eligible Customer shall have thirty (30) calendar days to execute a Service Agreement and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn.

### **33 Load Shedding and Curtailments**

#### **33.1 Procedures:**

Prior to the Service Commencement Date, the Transmission Provider and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System or on systems directly or indirectly interconnected with the Transmission Provider's Transmission System. The Parties will implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate such contingency. The Transmission Provider will notify all affected Network Customers in a timely manner of any scheduled Curtailment.

#### **33.2 Transmission Constraints:**

During any period when the Transmission Provider determines that a transmission constraint exists on the Transmission System, and such constraint may impair the reliability of the Transmission Provider's system, the Transmission Provider will take whatever actions, consistent with Good Utility Practice, that are reasonably

necessary to maintain the reliability of the Transmission Provider's system. To the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by re-dispatching resources, the Transmission Provider will initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources and the Transmission Provider's own resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this Section 33.2 may not unduly discriminate between the Transmission Provider's use of the Transmission System on behalf of the Transmission Provider's Domestic Load Customers and any Network Customer's use of the Transmission System to serve the Network Customer's designated Network Load.

**33.3 Cost Responsibility for Relieving Transmission Constraints:**

Whenever the Transmission Provider implements least-cost redispatch procedures in response to a transmission constraint, the Transmission Provider and Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Load Ratio Shares.

**33.4 Curtailments of Scheduled Deliveries:**

If a transmission constraint on the Transmission Provider's Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and the Transmission Provider determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Network Operating Agreement pursuant to the procedures specified in Attachment H to this Tariff.

**33.5 Allocation of Curtailments:**

The Transmission Provider shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment will be shared by the Transmission Provider and Network Customer in proportion to their respective Load Ratio Shares. The Transmission Provider shall not direct the Network Customer to Curtail schedules to an extent greater than the Transmission Provider would Curtail the Transmission Provider's schedules under similar circumstances.

**33.6 Load Shedding:**

To the extent that a system contingency exists on the Transmission Provider's Transmission System and the Transmission Provider determines that it is necessary for the Transmission Provider and the Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.

**33.7 System Reliability:**

Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Network Integration Transmission Service without liability on the Transmission Provider's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or

disturbance(s) on the Transmission Provider's Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission Provider's Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may Curtail Network Integration Transmission Service in order to:

- (i) limit the extent or damage of the adverse condition(s) or disturbance(s);
- (ii) prevent damage to generating or transmission facilities; or
- (iii) expedite restoration of service.

The Transmission Provider will give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service will be not unduly discriminatory relative to the Transmission Provider's use of the Transmission System on behalf of its Domestic Load Customers. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that the Network Customer fails to respond to established Load Shedding and Curtailment procedures.

## **34 Rates and Charges**

The Network Customer shall pay the Transmission Provider for any Direct Assignment Facilities, Ancillary Services, and applicable study costs, consistent with law or policy governing the Transmission Provider along with the following:

### **34.1 Monthly Demand Charge:**

The Network Customer shall pay a monthly demand charge, which shall be determined by multiplying its Load Ratio Share times one twelfth (1/12) of the Transmission Provider's Annual Transmission Revenue Requirement specified in Attachment G to this Tariff.

**34.2 Determination of Network Customer's Monthly Network Load:**

The Network Customer's monthly Network Load is its hourly load (including its designated Network Load not physically interconnected with the Transmission Provider under Section 31.3 of this Tariff) coincident with the Transmission Provider's Monthly Transmission System Peak.

**34.3 Determination of Transmission Provider's Monthly Transmission System Load:**

The Transmission Provider's monthly Transmission System load is the Transmission Provider's monthly Transmission System peak minus the coincident peak usage of all Firm Point-To-Point Transmission Service customers pursuant to Part II of this Tariff plus the Reserved Capacity of all Firm Point-To-Point Transmission Service customers.

**34.4 Redispatch Charge:**

The Network Customer shall pay a Load Ratio Share of any redispatch costs allocated between the Network Customer and the Transmission Provider pursuant to Section 33 of this Tariff. To the extent that the Transmission Provider incurs an obligation to the Network Customer for redispatch costs in accordance with Section 33 of this Tariff, such amounts shall be credited against the Network Customer's bill for the applicable month.

**34.5 Stranded Cost Recovery:**

The Transmission Provider may seek to recover stranded costs from the Network Customer pursuant to this Tariff subject to the dispute resolution provisions of Section 12 of this Tariff.

## **35 Operating Arrangements**

### **35.1 Operation Under the Network Operating Agreement:**

The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.

### **35.2 Network Operating Agreement:**

The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III of this Tariff shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to: (i) operate and maintain equipment necessary for integrating the Network Customer within the Transmission Provider's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment); (ii) transfer data between the Transmission Provider and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch required under Section 33 of this Tariff, voltage schedules, loss factors and other real time data); (iii) use software programs required for data links and constraint dispatching; (iv) exchange data on forecasted loads and resources necessary for long-term planning; and (v) address any other technical and operational considerations required for implementation of Part III of this Tariff, including scheduling protocols. The Network Operating Agreement will recognize that the Network Customer shall

either: (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Corporation (NERC) and MRO; (ii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider; or (iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies applicable NERC and MRO requirements. The Transmission Provider shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. The Network Operating Agreement is included in Attachment F to this Tariff.

### **35.3 Network Operating Committee:**

A Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

## **SCHEDULE 1**

### **Scheduling, System Control and Dispatch Service**

This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided directly by the Transmission Provider. The Transmission Customer must purchase this service from the Transmission Provider. The charges for Scheduling, System Control and Dispatch Service are as set forth on the Transmission Provider's OASIS.

## **SCHEDULE 2**

### **Reactive Supply and Voltage Control from Generation or Other Sources Service**

In order to maintain transmission voltages on the Transmission Provider's transmission facilities within acceptable limits, generation facilities, and non-generating resources, capable of providing Reactive Supply and Voltage Control from Generation or Other Sources Service that are under the control of the control area operator are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation or Other Sources Service must be provided for each transaction on the Transmission Provider's transmission facilities. The amount of Reactive Supply and Voltage Control from Generation or Other Sources Service that must be supplied with respect to the Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by the Transmission Provider.

Reactive Supply and Voltage Control from Generation or Other Sources Service is to be provided directly by the Transmission Provider. The Transmission Customer must purchase this service from the Transmission Provider. The charges for such service will be as set forth on the Transmission Provider's OASIS.

### **SCHEDULE 3**

#### **Regulation and Frequency Response Service**

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment), and by other non-generating resources, capable of providing Regulation and Frequency Response Service as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with the Transmission Provider. The Transmission Provider must offer Regulation and Frequency Response Service when the transmission service is used to serve load within the Transmission Provider's Control Area. The Transmission Customer must either purchase Regulation and Frequency Response Service from the Transmission Provider or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. Customers making alternative arrangements will be required to provide Regulation and Frequency Response Service in the amount of 1.51% of their reserved capacity for Point-To-Point Transmission Service or 1.51% of their Network Load responsibility for Network Integration Transmission Service. The charges for Regulation and Frequency Response Service are set forth on the Transmission Provider's OASIS.

## **SCHEDULE 4**

### **Energy Imbalance Service**

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. The Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase Energy Imbalance Service from the Transmission Provider or make alternative comparable arrangements, which may include use of non-generation resources capable of providing Energy Imbalance Service, to satisfy its Energy Imbalance Service obligation. The Transmission Provider may charge the Transmission Customer for either hourly energy imbalances under this Schedule 4 or for hourly generator imbalances under Schedule 9-B of this Tariff for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

The Transmission Provider shall establish charges for energy imbalance based on the deviation band as follows: of

- 1) Deviations within +/- 1.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s).
- 2) Deviations greater than +/- 1.5 percent up to 7.5 percent (or greater than 2 MW up to 10 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled financially, at the end of each month, at 110 percent of incremental cost or 90 percent of decremental cost; and

- 3) Deviations greater than +/- 7.5 percent (or 10 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled financially, at the end of each month, at 125 percent of incremental cost or 75 percent of decremental cost.

For purposes of this Schedule 4, incremental cost and decremental cost represent the Transmission Provider's actual average hourly cost of the last 10 MW dispatched for any purpose, e.g., to supply the Transmission Provider's Domestic Load Customers, correct imbalances, or make off-system sales, based on the replacement cost of fuel, unit heat rates, start-up costs (including any commitment and redispatch costs), incremental operation and maintenance costs, and purchased and interchange power costs and taxes, as applicable.

The Transmission Customer shall compensate the Transmission Provider for the sum of the applicable charges set forth in this Schedule 4 in addition to other applicable charges set forth in this Tariff.

## **SCHEDULE 5**

### **Operating Reserve - Spinning Reserve Service**

Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output and by non-generating resources capable of providing Spinning Reserve Service. The Transmission Provider must offer Spinning Reserve Service when the transmission service is used to serve load within the Transmission Provider's Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. Customers making alternative arrangements will be required to provide Spinning Reserve Service in the amount of 3.43 percent of their reserved capacity for Point-To-Point Transmission Service or 3.43 percent of their Network Load responsibility for Network Integration Transmission Service. The charges for Spinning Reserve Service are set forth on the Transmission Provider's OASIS.

## **SCHEDULE 6**

### **Operating Reserve - Supplemental Reserve Service**

Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation, or by interruptible load or other non-generating resources, capable of providing Supplemental Reserve Service. The Transmission Provider must offer this service when the transmission service is used to serve load within the Transmission Provider's Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. Transmission Customers making alternative arrangements will be required to provide Supplemental Reserve Service in the amount of 5.14 percent of their reserved capacity for Point-To-Point Transmission Service or 5.14 percent of their Network Load responsibility for Network Integration Transmission Service. The amount of and charges for Supplemental Reserve Service are set forth on the Transmission Provider's OASIS.

## **SCHEDULE 7**

### **Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service**

The Transmission Customer shall compensate the Transmission Provider each month for Reserved Capacity at the sum of the applicable charges set forth on the Transmission Provider's OASIS.

The total demand charge in any week, pursuant to a reservation for daily delivery, shall not exceed the weekly rate specified on the Transmission Provider's OASIS times the highest amount in megawatts of Reserved Capacity in any day during such week. Discounts: Three principal requirements apply to discounts for transmission service as follows: (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS; (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS; and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from Point(s) of Receipt to Point(s) of Delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

Resales: The rates and rules governing charges and discounts stated above shall not apply to resales of Transmission Service, compensation for which shall be governed by Section 23.1 of the main body of the Transmission Provider's Tariff.

## **SCHEDULE 8**

### **Non-Firm Point-To-Point Transmission Service**

The Transmission Customer shall compensate the Transmission Provider for Non-Firm Point-To-Point Transmission Service up to the sum of the applicable charges set forth on the Transmission Provider's OASIS.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the weekly rate specified on the Transmission Provider's OASIS times the highest amount in megawatts of Reserved Capacity in any day during such week

The total demand charge in any day, pursuant to a reservation for hourly delivery, shall not exceed the daily rate specified on the Transmission Provider's OASIS times the highest amount in megawatts of Reserved Capacity in any hour during such day.

Discounts: Three principal requirements apply to discounts for transmission service as follows: (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS; (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS; and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

Resales: The rates and rules governing charges and discounts stated above shall not apply to resales of Transmission Service, compensation for which shall be governed by Section 23.1 of the main body of the Transmission Provider's Tariff.

## **SCHEDULE 9-A**

### **Real Power Loss**

As per Section 15.5 and 28.5 of the main body of the Transmission Provider's Tariff, the Transmission Customer is required to compensate the Transmission Provider for Real Power Losses. The Transmission Provider will charge the Transmission Customer for Long and Short-Term Firm Point-To-Point Transmission Service, Non-Firm Point-To-Point Transmission Service and Network Integration Transmission Service. The Real Power Loss will be posted on the Transmission Provider's OASIS.

## **SCHEDULE 9-B**

### **Generator Imbalance Service**

Generator Imbalance Service is provided when a difference occurs between the output of a generator located in the Transmission Provider's Control Area and a delivery schedule from that generator to: (1) another Control Area; or (2) a load within the Transmission Provider's Control Area over a single hour. The Transmission Provider must offer Generator Imbalance Service, to the extent it is physically feasible to do so from its resources or from resources available to it, when Transmission Service is used to deliver energy from a generator located within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Generator Imbalance Service obligation. The Transmission Provider may charge a Transmission Customer for either hourly generator imbalances under this Schedule 9-B or for hourly energy imbalances under Schedule 4 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

The Transmission Provider shall establish charges for generator imbalance based on the deviation bands as follows: (i) deviations within +/- 1.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any generator imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be netted on a monthly basis and settled financially, at the end of each month, at 100 percent of incremental or decremental cost; (ii) deviations greater than +/- 1.5 percent up to 7.5 percent (or greater than 2 MW up to 10 MW) of the scheduled transaction to be applied hourly to any generator imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled financially, at the end of each month, at 110 percent of incremental cost or 90 percent of decremental cost; and (iii) deviations

greater than +/- 7.5 percent (or 10 MW) of the scheduled transaction to be applied hourly to any generator imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s) will be settled at 125 percent of incremental cost or 75 percent of decremental cost, except that an intermittent resource will be exempt from this deviation band and will pay the deviation band charges for all deviations greater than the larger of 1.5 percent or 2 MW. An intermittent resource, for the limited purpose of this Schedule 9-B is an electric generator that is not dispatchable and cannot store its fuel source and therefore cannot respond to changes in system demand or respond to transmission security constraints.

Notwithstanding the foregoing, deviations from scheduled transactions in order to respond to directives by the Transmission Provider, a balancing authority, or a reliability coordinator shall not be subject to the deviation bands identified above and, instead, shall be settled financially, at the end of the month, at 100 percent of incremental and decremental costs. Such directives may include instructions to correct frequency decay, respond to a reserve sharing event, or change output to relieve congestion.

For purposes of this Schedule 9-B, incremental cost and decremental cost represent the Transmission Provider's actual average hourly cost of the last 10 MW dispatched for any purpose, e.g., to supply the Transmission Provider's Domestic Load Customers, correct imbalances, or make off-system sales, based on the replacement cost of fuel, unit heat rates, start-up costs (including any commitment and redispatch costs), incremental operation and maintenance costs, and purchased and interchange power costs and taxes, as applicable.

The Transmission Customer shall compensate the Transmission Provider for the sum of the applicable charges set forth in this Schedule 9-B in addition to other applicable charges set forth in this Tariff.

## **SCHEDULE 10**

### **CER Cost Adder**

#### **1) General**

The Transmission Provider, as an owner of international power lines, pays a cost recovery charge to the Canadian Energy Regulator (CER) on an annual basis, representing the Transmission Provider's share of the CER's costs to regulate the Canadian electricity industry, pursuant to the provisions of the CER Cost Recovery Regulations ("CER Cost Recovery Charge"). The Transmission Provider will recover its CER Cost Recovery Charge from Point-To-Point Transmission Customers pursuant to this Schedule 10.

#### **2) Imposition of Charge**

The Transmission Provider shall impose a CER Cost Adder on Transmission Customers that reserve Transmission Service for the export or import of electricity to or from Canada or the United States of America on a monthly basis.

#### **3) Determination of CER Cost Adder**

a) The CER Cost Adder shall be calculated as follows:

CER Cost Adder = CER Cost Recovery Rate (calculated in accordance with Section 3(b) of this Schedule 10) x MWhs of scheduled energy imported or exported to or from Canada or the United States of America.

b) The Transmission Provider shall determine the CER Cost Recovery Rate for the upcoming calendar year annually in the preceding December. The annual CER Cost Recovery Rate shall be calculated as follows:

$A \div B$ , where

A = The CER Cost Recovery Charge for the applicable year, as determined by the CER, including any true-ups applicable to the previous calendar year:

B = Forecast of Transmissions for the applicable year, as determined by the Transmission Provider in accordance with the CER Cost Recovery Regulations.

c) The CER Cost Recovery Charge is posted on the Transmission Provider's OASIS.

The Transmission Customer shall compensate the Transmission Provider for the sum of the applicable charges set forth in this Schedule in addition to other applicable charges set forth in this Tariff.

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**ATTACHMENT A**

**Form of Service Agreement for Long-Term Firm Point-To-Point Transmission Service**

1. This Service Agreement, dated as of *[insert date]*, is entered into, by and between Saskatchewan Power Corporation (the “Transmission Provider”) and \_\_\_\_\_ (the “Transmission Customer”).
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Long-Term Firm Point-To-Point Transmission Service under the SaskPower Open Access Transmission Tariff (the “Tariff”).
3. The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
4. Service under this Service Agreement shall commence on the later of: (1) the requested service commencement date; or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. Service under this agreement shall terminate on such date as set forth in the attached specifications for Long-Term Firm Point-To-Point Transmission Service incorporated herein.
5. The Transmission Provider agrees to provide, and the Transmission Customer agrees to take and pay for, Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
6. Failure of the Transmission Customer to provide, maintain, extend, replace or increase any Performance Assurance required under this Agreement in accordance with Attachment I to the Transmission Provider’s OATT (‘Creditworthiness Procedures’) will result in a default

by the Transmission Customer, if such failure is not remedied within seven (7) days after delivery of written notice by the Transmission Provider of such failure to the Transmission Customer. Without limiting the Transmission Provider's rights and remedies, the Transmission Provider may draw upon the Performance Assurance if the Transmission Customer defaults in any of its obligations under this Agreement.

7. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

Att: \_\_\_\_\_  
SaskPower  
2025 Victoria Avenue  
Regina, Saskatchewan  
Canada S4P 0S1  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Transmission Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7 No failure by the Transmission Provider or the Transmission Customer at any time or from time to time to enforce or require a strict observance of any of the provisions of this Service Agreement shall constitute a waiver of the provision or affect or impair such provisions or the

right of the Transmission Provider or the Transmission Customer at any time to enforce such provisions or to avail itself of any remedy it may have.

8 This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and any Assignees of the Transmission Customer authorized pursuant to Section 23.1 of the Tariff.

9 The Tariff (including, but not limited to, Section 10.3 (Limitation of Liability) of the Tariff) and the attached Specifications for Long-Term Firm Point-To-Point Transmission Service are incorporated herein and made a part hereof.

10 Notwithstanding Paragraph 9 of this Service Agreement, the Transmission Provider shall have the sole discretion and authority to offer the Transmission Customer partial service, a system impact study, or a facilities study including an estimate of the additional costs, in order to provide the Transmission Customer's right of first refusal contained in Section 2.2 of the Tariff in the event that the transfer capability requested cannot be accommodated by the Transmission Provider due to the growth of Domestic Load. The right of first refusal contained in Section 2.2 of the Tariff is further limited for the Firm Transmission Service provided under this Service Agreement as follows:

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11 The Transmission Customer shall not use transmission service provided pursuant to this Agreement for the purpose of exporting electricity from Canada to the United States unless it has in place an export permit or license granted by the Canada Energy Regulator authorizing the proposed export of electricity.

12 SaskPower may terminate this Service Agreement by providing written notice to the Transmission Customer, if the Transmission Customer fails to comply with this Service Agreement.

13 Applicable taxes shall be added to all charges set forth in the Tariff.

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

Transmission Provider:

By: \_\_\_\_\_

Name **[print name]** Title **[print title]** Date: **[insert date]**

By: \_\_\_\_\_

Name **[print name]** Title **[print title]** Date: **[insert date]**

Transmission Customer:

By: \_\_\_\_\_

Name **[print name]** Title **[print title]** Date: **[insert date]**

By: \_\_\_\_\_

Name **[print name]**

Title **[print title]**

Date: **[insert date]**

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**Specifications For Long-Term Firm Point-To-Point Transmission Service**

1. OASIS Reference Number: *[insert TSR number]*

Term of Transaction: \_\_\_\_\_

Start Date: *[insert start date]* \_\_\_\_\_

Termination Date: *[insert termination date]* \_\_\_\_\_

2. Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

\_\_\_\_\_

3. Point(s) of Receipt: \_\_\_\_\_

Delivering Party: \_\_\_\_\_

Source: \_\_\_\_\_

4. Points(s) of Delivery: \_\_\_\_\_

Receiving Party: \_\_\_\_\_

Sink: \_\_\_\_\_

5. Maximum amount of capacity and energy to be transmitted (Reserved Capacity):

\_\_\_\_\_

6. Designation of party(ies) subject to reciprocal service obligation:

7. Name(s) of any intervening systems providing transmission service:

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8 Service under the Service Agreement to which these specifications are attached may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: As per Schedule 7 of the Tariff

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8.2 System Impact and/or Facilities Study Charge(s):

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8.3 Redispatch Charge: \_\_\_\_\_

8.4 Ancillary Services Charges:

Schedule 1: Scheduling, System Control and Dispatch

Schedule 2: Reactive Supply and Voltage Control from Generation Sources  
Service

Schedule 3: Regulation and Frequency Response Service

- Schedule 4: Energy Imbalance Service
  
- Schedule 5: Operating Reserve - Spinning Reserve Service
  
- Schedule 6: Operating Reserve - Supplemental Reserve Service
  
- Schedule 7: Long-Term Firm and Short-Term Firm Point-To-Point  
Transmission Service
  
- Schedule 8: Non-Firm Point-To-Point Transmission Service
  
- Schedule 9-A: Real Power Loss Factors
  
- Schedule 9-B: Generator Imbalance Service
  
- Schedule 10: CER Cost Adder

## ATTACHMENT B

### Form of Umbrella Agreement for Short-Term Firm or Non-Firm Point-To-Point Transmission Service

1. This Umbrella Agreement, dated as of *[insert date]*, is entered into, by and between Saskatchewan Power Corporation (the “Transmission Provider”) and *[insert customer name]* (the “Transmission Customer”).
2. The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the SaskPower Open Access Transmission Tariff (the “Tariff”) and has filed a Completed Application for Short-Term Firm or Non-Firm Point-To-Point Transmission Service in accordance with the Tariff.
3. This Umbrella Agreement shall come into force upon execution by both Parties. During the term of this Umbrella Agreement, the Transmission Customer shall be entitled to arrange Short-Term Firm or Non-Firm Point-To-Point Transmission Service over the OASIS used by the Transmission Provider provided that such transactions do not exceed *[\$insert customer credit limit]* in any calendar month. The Transmission Provider reserves the right to consent to larger monthly transactions on a case-by-case basis.
4. Failure of the Transmission Customer to provide, maintain, extend, replace or increase any Performance Assurance required under this Umbrella Agreement in accordance with Attachment I to the Transmission Provider’s OATT (‘Creditworthiness Procedures’) will result in a default by the Transmission Customer, if such failure is not remedied within seven (7) days after delivery of written notice by the Transmission Provider of such failure to the Transmission Customer. Without limiting the Transmission Provider’s rights and

remedies, the Transmission Provider may draw upon the Performance Assurance if the Transmission Customer defaults in any of its obligations under this Umbrella Agreement.

5. The Transmission Customer shall identify to the Transmission Provider any Transmission Customer Affiliates that own, control, or operate any transmission facilities. If there are none, the Transmission Customer shall provide the Transmission Provider a sworn statement pursuant to Section 6.0 of the Tariff.

6. This Umbrella Agreement shall remain in effect for a period of three (3) years from the date set out in Section 1 of this Umbrella Agreement. This Umbrella Agreement will automatically renew in successive three (3) year terms unless the Transmission Customer or Transmission Provider provides written notice of cancellation no later than sixty (60) days prior to the end of the then current term. Should the Transmission Customer wish to purchase Short-Term Firm or Non-Firm Point-To-Point Transmission Service after the Umbrella Agreement has terminated, the Eligible Customer will be required to complete the OATT Application service forms again, which are on the Transmission Provider's OASIS.

7. Conditions Precedent

7.1 Unless a System Impact Study is required, service under this Umbrella Agreement shall be provided by the Transmission Provider following: a) the submission, by entry on the Transmission Provider's OASIS, of a Completed Application for Short-Term Firm or Non-Firm Point-To-Point Transmission Service by an authorized representative of the Transmission Customer; b) the Transmission Provider's signification on the Transmission

Provider's OASIS that the Completed Application for Short-Term Firm or Non-Firm Point-To-Point Transmission Service has been accepted; and c) confirmation of the transaction by the Transmission Customer on the Transmission Provider's OASIS within the time frames specified by the Tariff and the Transmission Provider's business practices, unless the Transmission Customer designates that the transaction is pre-confirmed.

7.2 Where a System Impact Study must be performed for Short-Term Firm Point-To-Point Transmission Service and the Transmission Customer executes a System Impact Study Agreement, Transmission Service will be provided by the Transmission Provider if, after receiving a System Impact Study, which indicates that the request can be accommodated through re-dispatch and the costs of re-dispatch, the Transmission Customer provides written confirmation to the Transmission Provider that the Transmission Customer is willing to pay for any re-dispatch costs associated with the requested service in accordance with Section 27 of the Tariff. Where re-dispatch and/or new facilities are not required, Transmission Service will be provided upon confirmation by the Transmission Customer on the OASIS of the Transmission Provider's acceptance of the request, within the time frames specified herein, unless the Transmission Customer designates that the transaction is pre-confirmed.

7.3 Where a Facilities Study must be performed for Short Term Firm Point-To-Point Transmission Service and the Transmission Customer executes a Facilities Study Agreement, Transmission Service shall be provided by the Transmission Provider if after receiving the Facilities Study, the Transmission Customer provides written confirmation

to the Transmission Provider that the Transmission Customer is willing to pay for the costs of any required Network Upgrades and/or Direct Assignment Facilities and provides the necessary security in accordance with sections 19.4 and 27 of the Tariff.

8. The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for the Transmission Provider to provide the requested service.
9. The Transmission Provider agrees to provide, and the Transmission Customer agrees to take and pay for, Short-Term Firm or Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Umbrella Agreement.
10. Any notice or request made to or by either Party regarding this Umbrella Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

Att: \_\_\_\_\_  
SaskPower  
2025 Victoria Avenue  
Regina, Saskatchewan  
Canada S4P 0S1  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Transmission Customer:

\_\_\_\_\_

11. No failure by the Transmission Provider or the Transmission Customer at any time or from time to time to enforce or require a strict observance of any of the provisions of this Umbrella Agreement shall constitute a waiver of the provision or affect or impair such provisions or the right of the Transmission Provider or the Transmission Customer at any time to enforce such provisions or to avail itself of any remedy it may have.
12. This Umbrella Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and any assignees of the Transmission Customer authorized pursuant to Section 23.1 of the main body of the Transmission Provider's Tariff.
13. The Tariff (including, but not limited to, Section 10.3 (Limitation of Liability) of the Tariff) is incorporated herein and made a part hereof.
14. The Transmission Provider shall archive records of digitally transmitted information submitted by the Transmission Customer in accordance with the Transmission Provider's applicable archive policies. For clarity, digitally transmitted information is as outlined in Section 6.1 (a), 6.1(b) and 6.1(c) of this Umbrella Agreement. Such records shall be treated as accurate records of the transactions hereunder for the purposes of admission into evidence in any dispute resolution proceedings conducted pursuant to this Umbrella Agreement.

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15. SaskPower may terminate this Umbrella Agreement by providing written notice to the Transmission Customer if the Transmission Customer fails to comply with this Umbrella Agreement.
  
  16. Applicable taxes shall be added to all charges set forth in the Tariff.
  
  17. The Transmission Customer shall not use transmission service provided pursuant to this Agreement for the purpose of exporting electricity from Canada to the United States unless it has in place an export permit or license granted by the Canada Energy Regulator authorizing the proposed export of electricity.

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

Transmission Provider:

By: \_\_\_\_\_

Name **[print name]** Title **[print title]** Date: **[insert date]**

By: \_\_\_\_\_

Name **[print name]** Title **[print title]** Date: **[insert date]**

Transmission Customer:

By: \_\_\_\_\_

Name **[print name]** Title **[print title]** Date: **[insert date]**

By: \_\_\_\_\_

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|      |                            |       |                             |       |                             |
|------|----------------------------|-------|-----------------------------|-------|-----------------------------|
| Name | <b><i>[print name]</i></b> | Title | <b><i>[print title]</i></b> | Date: | <b><i>[insert date]</i></b> |
|------|----------------------------|-------|-----------------------------|-------|-----------------------------|

**ATTACHMENT C**  
**Methodology To Assess Available Transmission Capability**

The Available Transfer Capability (ATC) methodology will be posted, as required, on the Transmission Provider's OASIS.

## **ATTACHMENT D**

### **Methodology for Completing a System Impact Study**

If the Transmission Provider determines that existing available transfer capacity (“ATC”) is insufficient to provide the requested service, or if the request is for Long-Term Firm Point-To-Point Transmission Service, or Network Integration Transmission Service, the Transmission Provider will notify the Eligible Customer that a System Impact Study is necessary. The Transmission Provider will tender a System Impact Study Agreement (“Study Agreement”) to the Eligible Customer for a System Impact Study in accordance with Section 19 or 32 of this Tariff as applicable.

Upon receipt of a completed Study Agreement, the Transmission Provider will perform a System Impact Study to determine whether the request for transmission service can be accommodated through construction of Direct Assignment Facilities or Network Upgrades or through redispatch, if available. The System Impact Study will be performed using all applicable criteria and standards and taking into consideration any potential constraints.

If the studies predict that a constraint will occur in the system of a utility other than the Transmission Provider, the Transmission Provider will so inform the Eligible Customer requesting service. The Transmission Provider and Eligible Customer will need to work with the appropriate third parties to determine if: (i) the limitation is valid; and (ii) facility additions or redispatch may be required by third parties to support the transfer. The Eligible Customer requesting service shall have the option to reduce the request to a level that can be sustained without experiencing the constraint.

## ATTACHMENT E-1

### Form of Service Agreement for Network Integration Transmission Service On-System Network Resources

- 1.0 This Agreement, dated as of *[insert date]*, is entered into, by and between SaskPower (the “Transmission Provider”), and \_\_\_\_\_ (the “Network Customer”).
- 2.0 The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service On-System Network Resources and Specifications for Network Integration Transmission System On-System Network Resources under the Transmission Provider’s OATT (the “Tariff”).
- 3.0 The Network Customer has provided to the Transmission Provider an Application deposit in the amount of \$*[insert amount]*, in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Agreement shall commence on the later of: (a) the requested Service Commencement Date; or (b) the date on which construction of all required interconnection equipment, Direct Assignment Facilities and/or Network Upgrades are completed; or (c) the date on which a Network Operating Agreement is executed and all requirements of such Network Operating Agreement have been completed. Service under this Agreement shall terminate on *[insert date]*.
- 5.0 Service Conditions

- 5.1. The Transmission Provider agrees to provide, and the Network Customer agrees to take and pay for, Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff and this Agreement.
- 5.2. Failure of the Network Customer to provide, maintain, extend, replace or increase any Performance Assurance required under this Agreement in accordance with Attachment I to the Transmission Provider's OATT ('Creditworthiness Procedures') will result in a default by the Network Customer, if such failure is not remedied within seven (7) days after delivery of written notice by the Transmission Provider of such failure to the Network Customer. Without limiting the Transmission Provider's rights and remedies, the Transmission Provider may draw upon the Performance Assurance if the Network Customer defaults in any of its obligations under this Agreement.
- 5.3. The following conditions of service are imposed pursuant to Section 32.3 of the Tariff: \_\_\_\_\_
- 5.4. The Network Customer acknowledges that if the term of its service request extends beyond the Transmission Provider's study horizon that was used in the System Impact Study and/or Facilities Study, then after **[ i n s e r t d a t e ]**, the Transmission Provider may, in its sole discretion, restudy the request and may either: (i) offer service condition options in accordance with Section 32.3 of the Tariff pursuant to an amendment to this Agreement; or (ii) assess additional Network Upgrade charges and/or Direct Assignment Facilities charges pursuant to

an amendment to this Agreement; or (iii) give written notice to terminate this Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

Att: \_\_\_\_\_  
SaskPower  
2025 Victoria Avenue  
Regina, Saskatchewan  
Canada S4P 0S1  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Network Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.0 No failure by the Transmission Provider or the Network Customer at any time or from time to time to enforce or require a strict observance of any of the provisions of this Agreement shall constitute a waiver of the provision or affect or impair such provisions or the right of the Transmission Provider or the Transmission Customer at any time to enforce such provisions or to avail itself of any remedy it may have.

- 8.0 This Agreement shall be construed in accordance with the laws of the Province of Saskatchewan; and SaskPower and the Network Customer will promptly comply with all relevant laws and regulations and the relevant orders, rules and requirements of all authorities having jurisdiction.
- 9.0 Nothing in this Agreement shall restrict or limit either party from establishing, altering or terminating interconnections points with any entity not a party to this Agreement or amending or entering into such agreements.
- 10.0 The Network Operating Agreement (Attachment F of the Tariff) containing the terms and conditions under which the Network Customer will operate its facilities and the technical specifications associated with service under this Agreement are hereby incorporated and made part of this Agreement.
- 11.0 The Tariff (including, but not limited to, Section 10.3 (Limitation of Liability) of the Tariff), and the attached Specifications for Network Integration Transmission Service On-Service Network Resource, are incorporated herein and made a part hereof.
- 12.0 The Network Customer shall not use transmission service provided pursuant to this Agreement for the purpose of exporting electricity from Canada to the United States unless it has in place an export permit or license granted by the Canada Energy Regulator authorizing the proposed export of electricity.
- 13.0 SaskPower may terminate this Agreement by providing written notice to the Network Customer if the Network Customer fails to comply with this Agreement.

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14.0 Applicable taxes shall be added to all charges set forth in the Tariff.

15.0 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns but shall not be assigned by either Party without the written consent of the other Party.

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

Transmission Provider:

By:

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Name **[print name]** Title **[print title]** Date: **[insert date]**

By:

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Name **[print name]** Title **[print title]** Date: **[insert date]**

Network Customer:

By:

---

Name **[print name]** Title **[print title]** Date: **[insert date]**

By:

---

Name **[print name]** Title **[print title]** Date: **[insert date]**

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**Specifications For Network Integration Transmission Service On-System Network**

**Resources**

1.0 Description of Network Customer

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

2.0 Term of Transaction:

Start Date: *[insert start date]*

Termination Date: *[insert end date]*

3.0 The Network Customer represents that it is, or will be upon commencement of service, an Eligible Customer under the Tariff.

4.0 Description of the Network Load (capacity and/or energy) at each delivery point pursuant to Section 29.2.1 of the Tariff to be transmitted by the Transmission Provider across its Transmission System (including electric control area in which the transaction originates).

(1) Total Network Network Load served at each voltage level:

\_\_\_\_\_

(2) Network total loads served at Transmission Provider's substation at each voltage level: \_\_\_\_\_

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(3) Ten-year forecast of quantity of Network Load (summer and winter):

\_\_\_\_\_

(4) On-System Network Resource requirements starting with first year after service is scheduled to commence: \_\_\_\_\_

5.0 Interruptible loads include in the Network Load as follows:

(1) Ten-year forecast customer interruption of load beginning at the commencement of service: \_\_\_\_\_

(2) Conditions of interruption: \_\_\_\_\_

(3) Load subject to interruption: \_\_\_\_\_

(4) Limitations on amount and/or frequency of interruption: \_\_\_\_\_

6.0 Detailed description of each On-System Network Resource for each Network Resource, provide the following:

(1) Location of the On-System Network Resource: \_\_\_\_\_

(2) Unit size and amount of capacity designate as Network Resource:  
\_\_\_\_\_

(3) VAR capability (both leading and lagging) of all generators: \_\_\_\_\_

(4) Operating restrictions to include:

- Restricted periods of operation throughout the year: \_\_\_\_\_
- Maintenance Schedule: \_\_\_\_\_
- Minimum loading level of unit: \_\_\_\_\_
- Normal operating level of unit: \_\_\_\_\_

- 
- 
- Designation of must-run for system reliability or contract reasons: \_\_\_\_\_
  - Load and frequency control capability: \_\_\_\_\_
  - Dispatchability and maneuverability: \_\_\_\_\_
- (5) Approximate variable generating cost (\$/MWh) for redispatch:  
\_\_\_\_\_
- (6) Contractual arrangements governing sale and delivery of power to third parties from generating facilities located in the Transmission Provider Control Area:  
\_\_\_\_\_

7.0 Description of the Eligible Customer's transmission system, including, but not limited to the following:

- (1) Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices, and load type: \_\_\_\_\_
- (2) Normal and emergency ratings of all transmission equipment: \_\_\_\_\_
- (3) Operating restrictions: \_\_\_\_\_
- (4) Operating guides employed by system operators: \_\_\_\_\_
- (5) Contractual restrictions or committed use of the Eligible Customer's transmission system other than the Eligible Customer's Network Loads and Network Resources:  
\_\_\_\_\_
- (6) Projection of system expansions or upgrades, and maps that include any proposed expansions or upgrades: \_\_\_\_\_
- (7) Thermal ratings of the Eligible Customer's Control Area ties with other Control Areas: \_\_\_\_\_

8.0 The Network Customer certifies that:

- (1) Pursuant to Section 30.1 of the Tariff, the Network Resource shall not include resources, or any portion thereof, that are committed for sale to non-designated third-party load, or otherwise called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of obligations under a reserve sharing program:
- (2) Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources; and
- (3) A deposit of \$50,000.00 will be provided by wire transfer or journal entry (as applicable) upon the date of submission of these Specifications For Network Integration Transmission Service On-System Network Resources.

9.0 Name(s) of any Intervening Systems providing transmission service:

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10.0 Additional information required by Transmission Provider: (Transmission Provider to specify).

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Specifications submitted by:

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Print Name

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Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign at

---

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## ATTACHMENT E-2

### Form of Service Agreement for Network Integration Transmission Service Off-System Network Resources

- 1.0 This Agreement, dated as of *[insert date]*, is entered into, by and between SaskPower (the “Transmission Provider”), and \_\_\_\_\_ (the “Network Customer”).
- 2.0 The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service Off-System Network Resources under the Transmission Provider’s OATT (the “Tariff”).
- 3.0 The Network Customer has provided to the Transmission Provider an Application deposit in the amount of \$ *[insert amount]*, in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Agreement shall commence on the later of: (a) the requested Service Commencement Date; or (b) the date on which construction of all interconnection equipment, any Direct Assignment Facilities and/or Network Upgrades are completed; or (c) the date on which a Network Operating Agreement is executed and all requirements of said Agreement have been completed. Service under this Agreement shall terminate on *[insert date]*
- 5.0 Service Conditions
- 5.1. The Transmission Provider agrees to provide, and the Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff and this Agreement.

- 5.2. Failure of the Network Customer to provide, maintain, extend, replace or increase any Performance Assurance required under this Agreement in accordance with Attachment I to the Transmission Provider's OATT ('Creditworthiness Procedures') will result in a default by the Network Customer, if such failure is not remedied within seven (7) days after delivery of written notice by the Transmission Provider of such failure to the Network Customer. Without limiting the Transmission Provider's rights and remedies, the Transmission Provider may draw upon the Performance Assurance if the Network Customer defaults in any of its obligations under this Agreement.
- 5.3. The following conditions of service are imposed pursuant to Section 32.3 of the Tariff:
- 
- 5.4. The Network Customer acknowledges that the term of its service request extends beyond the Transmission Provider's study horizon that was used in the System Impact Study and/or Facilities Study and that after the following date *[insert date]*, the Transmission Provider may, in its sole discretion, restudy the request and may either: (i) offer service condition options in accordance with Section 32.3 of the Tariff pursuant to an amendment to this Agreement; or (ii) assess additional Network Upgrade charges and/or Direct Assignment Facilities charges pursuant to an amendment to this Agreement; or (iii) give written notice to terminate this Agreement.

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6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

Att: \_\_\_\_\_  
SaskPower  
2025 Victoria Avenue  
Regina, Saskatchewan  
Canada S4P 0S1  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Network Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.0 No failure by the Transmission Provider or the Network Customer at any time or from time to time to enforce or require a strict observance of any of the provisions of this Agreement shall constitute a waiver of the provision or affect or impair such provisions or the right of the Transmission Provider or the Transmission Customer at any time to enforce such provisions or to avail itself of any remedy it may have.

7.0 (a) This Agreement shall be construed in accordance with the laws of the Province of Saskatchewan; and (b) SaskPower and the Network Customer will promptly comply with all relevant laws and regulations and the relevant orders, rules and requirements of all authorities having jurisdiction.

- 8.0 Nothing in this Agreement shall restrict or limit either part from establishing, altering, or terminating interconnections points with any entity not a party to this Agreement or amending or entering into such agreements.
- 9.0 The Network Operating Agreement (Attachment F of the Tariff) containing the terms and conditions under which the Network Customer will operate its facilities and the technical specifications associated with service under this Agreement are hereby incorporated and made part of this Agreement.
- 10.0 The Tariff (including, but not limited to, Section 10.3 (Limitation of Liability) of the Tariff), and the attached Specifications for Network Integration Transmission Service Off-Service Network Resource, are incorporated herein and made a part hereof.
- 11.0 The Network Customer shall not use transmission service provided pursuant to this Agreement for the purpose of exporting electricity from Canada to the United States unless it has in place an export permit or license granted by the Canada Energy Regulator authorizing the proposed export of electricity.
- 12.0 SaskPower may terminate this Agreement by providing written notice to the Network Customer if the Network Customer fails to comply with this Agreement.
- 13.0 Applicable taxes shall be added to all charges set forth in the Tariff.
- 14.0 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns but shall not be assigned by either Party without the written consent of the other Party.

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

Transmission Provider:

By:

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Name **[print name]** Title **[print title]** Date: **[insert date]**

By:

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Name **[print name]** Title **[print title]** Date: **[insert date]**

Network Customer:

By:

---

Name **[print name]** Title **[print title]** Date: **[insert date]**

By:

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Name **[print name]** Title **[print title]** Date: **[insert date]**

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**Specifications For Network Integration Transmission Service Off-System Network**

**Resources**

1.0 Description of Network Customer

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

2.0 Term of Transaction:

Start Date: *[insert start date]*

Termination Date: *[insert termination date]*

3.0 The Network Customer represents that it is, or will be upon commencement of service, an Eligible Customer under the Tariff.

4.0 Description of the Network Load (capacity and/or energy) at each delivery point pursuant to Section 29.2.2 of the Tariff to be transmitted by the Transmission Provider across its Transmission System (including electric control area in which the transaction originates).

(1) Total Network Load: \_\_\_\_\_

(2) Total amount of power to which the customer has rights, including the season for which the power is purchased: \_\_\_\_\_

- (3) Control Area the power will originate from: \_\_\_\_\_
- (4) Delivery point(s) to the Transmission Provider's Transmission System:  
\_\_\_\_\_
- (5) External transmission system service arrangements: \_\_\_\_\_
- (6) Ten-year forecast of quantity of Network Load (summer and winter):  
\_\_\_\_\_
- (7) Ten-year forecast of Network Load at each delivery point to the Transmission Provider's system: \_\_\_\_\_
- (8) Off-System Network Resource requirements starting with first year after service is scheduled to commence: \_\_\_\_\_

5.0 Detailed description of each Off-System Network Resource for each Network Resource, provide the following:

- (1) Unit size and amount of capacity designate as Network Resource:  
\_\_\_\_\_
- (2) Var capability (both leading and lagging) of all generators: \_\_\_\_\_
- (3) Operating restrictions to include:
  - Restricted periods of operation throughout the year: \_\_\_\_\_
  - Maintenance Schedule: \_\_\_\_\_
  - Minimum loading level of unit: \_\_\_\_\_
  - Normal operating level of unit: \_\_\_\_\_
  - Designation of must-run for system reliability or contract reasons: \_\_\_\_\_
  - Load and frequency control capability: \_\_\_\_\_
  - Dispatchability and maneuverability: \_\_\_\_\_

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(4) Approximate variable generating cost (\$/MWh) for redispatch:

\_\_\_\_\_

6.0 Detailed description of Eligible Customer's transmission system:

- (1) Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices, and load type: \_\_\_\_\_
- (2) Normal and emergency ratings of all transmission equipment: \_\_\_\_\_
- (3) Operating restrictions required for reliability: \_\_\_\_\_
- (4) Operating guides employed by system operator: \_\_\_\_\_
- (5) Contractual restrictions or committed uses of the Network Customers transmission system other than loads and resources: \_\_\_\_\_
- (6) Location of Network Resources: \_\_\_\_\_
- (7) Ten-year forecast of system expansions or upgrades: \_\_\_\_\_
- (8) Transmission System maps that include any proposed expansions or upgrades and ratings of Eligible Customers Control Area ties with other control areas:  
\_\_\_\_\_
- (9) Off-System Network Resource requirements starting with first year after service is scheduled to commence: \_\_\_\_\_

7.0 Contractual service commencement date and the term of the requested Network Integration Transmission Service (minimum term is one-year): \_\_\_\_\_

8.0 The Network Customer certifies that:

- (1) Pursuant to Section 30.1 of the Tariff, the Network Resource shall not include

resources, or any portion thereof, that are committed for sale to non-designated third-party load, or otherwise called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of obligations under a reserve sharing program; and

- (2) Pursuant to Section 29.2.2 (h) of the Tariff, the Network Customer owns the resources, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and
- (3) The Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third-party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program; and
- (4) A deposit of \$50,000.00 will be provided by wire transfer or journal entry (as applicable) upon the date of submission of these Specifications Network Integration Transmission Service Off-System Network Resources.

9.0 Name(s) of any intervening systems providing transmission service:

\_\_\_\_\_

10.0 Additional information required by Transmission Provider: (Transmission Provider to specify). \_\_\_\_\_

Specifications submitted by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign at

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**ATTACHMENT F**  
**Network Operating Agreement**

1.0 This Network Operating Agreement (the “Agreement”) is made and entered into this day of *[insert date]*, by and between \_\_\_\_\_(Customer) \_\_\_\_\_ (hereinafter referred to as the “Transmission Customer”) and SaskPower. The Transmission Customer and SaskPower hereinafter are sometimes referred to individually as “Party” and collectively as “Parties”, as the context suggests below.

In consideration of the promises and mutual covenants and agreements herein contained, the Parties do agree as follows:

2.0 Definitions

Unless otherwise specified herein, capitalized terms shall refer to terms defined in the SaskPower’s OATT (the “Tariff”).

3.0 Purpose of Agreement

SaskPower and the Transmission Customer agree that the provisions of this Agreement and the applicable Network Service Agreement for Network Integration Transmission Service (the “Network Service Agreement”) govern SaskPower's provision of Transmission Service to the Network Customer. This Agreement requires the Parties to:

3.1. Operate and maintain equipment necessary for incorporating the Transmission Customer within SaskPower's Transmission System (including, but not limited to,

remote terminal units, metering, communications equipment and relaying equipment);

- 3.2. Transfer data (including but not limited to, heat rates, fuel costs, and operational characteristics of Network Resources, generation schedules for Network Resources, interchange schedules, unit outputs for re-dispatch required under Part III of the Tariff, voltage schedules, flows of real and reactive power, loss factors, switch status, breaker status, MW/MVAr flow on lines, bus voltages, transformer taps and other SCADA and real time data) between SaskPower's Grid Control Centre and the Transmission Customer's control centre;
- 3.3. Use software programs required for data links and constraint dispatching;
- 3.4. Exchange data on forecasted load and resources necessary for planning and operation; and
- 3.5. Address any other technical and operational considerations required for implementation of Part III of the Tariff, including scheduling protocol.

#### 4.0 Integration and Control Area Requirements

The Transmission Customer shall:

- 4.1. Provide all Ancillary Services itself, including those necessary to operate as a control area under applicable guidelines of the North American-Electric Reliability Corporation ("NERC"); or

- 4.2. Satisfy its control area requirements, including all Ancillary Services, by contracting with SaskPower; or
- 4.3. Satisfy its control area requirements, including all Ancillary Services, by contracting with another entity which can satisfy those requirements in a manner that is consistent with Good Utility Practice and applicable NERC standards.

The Transmission Customer shall plan, construct, operate and maintain its facilities and system in accordance with Good Utility Practice, which shall include, but not be limited to, all applicable guidelines of SaskPower and NERC, as they may be modified from time to time, and any generally accepted practices in the region. This Agreement will be revised as necessary to incorporate changes to SaskPower's guidelines and requirements.

#### 5.0 Network Operating Committee

- 5.1. Membership - The Network Operating Committee shall be composed of representatives from the Transmission Customers taking service under Part III of the Tariff and SaskPower, or their Designated Agents.
- 5.2. Responsibilities - The Network Operating Committee shall:
  - (a) Adopt rules and procedures consistent with this Agreement and the Tariff governing operating and technical requirements necessary for implementation of the Tariff;
  - (b) Review Network Resources and Network Loads on an annual basis in order to assess the adequacy of the transmission network; and

- (c) Obtain from SaskPower its operating policies, procedures and guidelines for network interconnection and operation.

## 6.0 Regulation and Frequency Response

The Transmission Customer shall meet its proportional share of Regulating Margin by either:

- 6.1. Purchasing Regulation and Frequency Response Services from SaskPower pursuant to Schedule 3 of the Tariff; or
- 6.2. Contributing or arranging to have a third party contribute generating resources to meet the Regulating Margin Requirement for the current year as follows:

Regulating Margin Requirement = Transmission Customer's maximum Network Load in the previous year x 1.7%

A Transmission Customer that meets its proportional share of Regulating Margin Requirement by alternative in Section 5(b) of this Agreement above shall also meet the requirements of Section 16 of this Agreement below.

## 7.0 Operating Reserve

- 7.1. The Transmission Customer shall meet its share of its Control Area's Operating Reserve requirements by either:
  - (a) Purchasing Operating Reserve Services from SaskPower pursuant to Schedules 5 and 6 of the Tariff; or

- (b) Providing or arranging to have a third party provide the Operating Reserve requirement.

A Transmission Customer that meets its share of its Control Area's Operating Reserve requirement by alternative in Section 6.1(b) of this Agreement above shall also meet the requirements of Section 16 of this Agreement below. The Operating Reserve requirement is as specified and implemented by SaskPower.

- 7.2. In order to facilitate the use of Operating Reserve, the Transmission Customer that meets its share of its Control Area's Operating Reserve requirement by alternative in Section 6.1(b) of this Agreement shall have available unloaded reserved Firm transfer capability at least equal to that Operating Reserve amount. Such transmission may be loaded with interruptible energy so that, upon interruption of the energy, Transmission Service is available to replace such energy from the Operating Reserve.

In addition, the Transmission Customer shall restore Operating Reserve to the required level as promptly as practicable but shall not exceed sixty (60) minutes from the time of the event necessitating the loading of the reserve.

## 8.0 Re-dispatch To Manage Transmission System Constraints

If SaskPower determines that the re-dispatch of Network Resources to relieve an existing or potential Transmission System constraint is the most effective way to ensure the reliable operation of the Transmission System, SaskPower will re-dispatch SaskPower's and the Transmission Customer's Network Resources on a least-cost basis, without regard to the ownership of such

resources. SaskPower will apprise the Transmission Customer of its re-dispatch practices and procedures, as they may be modified from time to time.

The Transmission Customer will submit verifiable incremental and decremental cost data for its Network Resources, which estimates the cost to the Transmission Customer of changing the generation output of each of its Network Resources, to SaskPower when submitting its pre-schedules. These costs will be used, along with similar data for SaskPower resources, as the basis for least-cost re-dispatch for the next day's operations (or the next day's operations if the pre-schedule is submitted on a Friday or the day before a holiday). SaskPower's grid operation staff will keep these data confidential, including from SaskPower's marketing staff. If the Transmission Customer experiences changes to its costs during the following day, the Transmission Customer must submit those changes to SaskPower's Grid Control Centre. SaskPower will implement least-cost re-dispatch consistent with its existing contractual obligations and its current practices and procedures for its own resources. The Transmission Customer is obligated to respond immediately to requests for re-dispatch from SaskPower's Grid Control Centre. The Transmission Customer may audit particular re-dispatch events at its own expense, during normal business hours following reasonable notice to SaskPower. If such audit shows that SaskPower resources have been re-dispatched in preference to lower cost alternatives for other than emergency reasons, the cost of the audit shall be borne by SaskPower. Either the Transmission Customer or SaskPower may request an audit of the other Party's cost data by an independent agent at the requester's cost.

## 9.0 Curtailability

SaskPower reserves the right to curtail all or part of Transmission Service due to conditions which physically cause a reduction in the transmission path(s). Such conditions include, but are not

limited to, forced outages of one or more elements of the transmission path, nomogram restrictions, and unscheduled loop flows. Network Integration Transmission Service will have equal status as SaskPower Domestic Load. Whenever possible and consistent with Good Utility Practice, loads will be curtailed based on load ratio share or on a nondiscriminatory basis that effectively relieve the constraint. When such conditions no longer restrict the capability of the transmission path, Network Integration Transmission Service will be resumed. In the event of a failure to respond to Curtailment directions or procedures, or follow operating guidelines, the Network Customer shall indemnify the Transmission Provider for any costs, penalties or damages arising from such failure to respond as directed or follow operating procedures.

10.1. The Network Operating Committee shall establish procedures to coordinate the maintenance schedules of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service. By *[insert date]* of each year, the Transmission Customer shall provide to SaskPower the maintenance schedules and planned outages of each Network Resource for the next year and update the information at least thirty (30) calendar days in advance of the date specified for the forecasted maintenance outage. Such information shall include, but not be limited to, the expected time the unit will be separated from the system and the time at which the unit is available for:

- (a) Synchronizing parallel operation;
- (b) Loading; and

- (c) If applicable, to be put on automatic generation control.

10.2. The Transmission Customer shall obtain:

- (a) Concurrence from SaskPower, at least seventy-two (72) hours before beginning any scheduled maintenance of its facilities; and
- (b) Clearance from SaskPower when the Transmission Customer is ready to begin maintenance on a Network Resource, transmission line, or substation (operated at *[Insert kilovolt amount]* kilovolt and above).

The Transmission Customer shall immediately notify SaskPower at the time when unscheduled or forced outages end. The Transmission Customer shall notify and coordinate with SaskPower prior to re-paralleling the Network Resource, transmission line, or substation.

10.3. Maintenance schedules will be posted on an electronic bulletin board.

## 11.0 Load Shedding

11.1. The Parties shall implement load shedding programs to maintain the reliability and integrity as provided in Section 29 of the main body of the Transmission Provider's Tariff. Load shedding shall include:

- (a) Automatic load shedding;
- (b) Manual load shedding; and
- (c) Rotating interruption of customer load.

SaskPower will order load shedding to maintain the relative sizes of load served, unless otherwise required by circumstances beyond the control of SaskPower or the Transmission Customer. Automatic load shedding devices will operate without notice. When manual load shedding or rotating interruptions are necessary, SaskPower shall notify the Transmission Customer's dispatchers or schedulers of the required action and the Transmission Customer shall comply immediately.

11.2. The Transmission Customer shall, at its own expense, provide, operate and maintain in service high-speed digital under frequency load-shedding equipment. The Transmission Customer's equipment shall be:

- (a) Compatible and coordinated with SaskPower's Transmission Service Tariff load shedding equipment; and
- (b) Set for the amount of load to be shed with frequency trips and tripping time consistent with SaskPower system planning requirements.

In the event SaskPower modifies the load-shedding system, the Transmission Customer shall, at its expense, make changes to the equipment and setting of such equipment, as required by SaskPower. The Transmission Customer shall test and inspect the load-shedding equipment within 90 calendar days of taking long-term service under the Tariff and at least once each year thereafter and provide a written report to SaskPower. SaskPower may request a test of the load-shedding equipment with reasonable notice.

## 12.0 Recognition of Power and Energy Flow

12.1. The Parties recognize that:

- (a) SaskPower's Transmission System is, and will be, directly or indirectly interconnected with transmission systems owned or operated by others;
- (b) The flow of power and energy between such systems will be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated; and
- (c) Part of the power and energy being delivered under this Agreement may flow through such other systems rather than through the facilities of SaskPower.

The Network Operating Committee shall, from time to time as necessary, determine methods and take reasonably appropriate action to assure maximum delivery of power and energy at the points of receipt and delivery and at such additional or alternate points of receipt and delivery as may be established by the Parties.

12.2. Each Party will at all times cooperate with other interconnected systems in establishing arrangements or mitigation measures to minimize operational impacts on each other's systems.

12.3. Each Party recognizes that a Party's proposed new interconnection or modification of an existing interconnection between that Party's system and the system of a third party, may cause adverse anticipated effects on the system of the other Party. The

Party making such interconnection or modification shall minimize, or otherwise compensate for, adverse operational effects to the other Party's system.

### 13.0 Service Conditions

The Parties recognize that operating and technical problems may arise in the control of the frequency and in the flow of real and reactive power over the interconnected Transmission Systems. The Network Operating Committee may adopt operating rules and procedures as necessary to assure that, as completely as practical, the delivery and receipt of real and reactive power and energy hereunder shall be accomplished in a manner that causes the least interference with such interconnected systems.

A Transmission Customer interconnecting with SaskPower's Transmission System is obligated to follow the same practices and procedures for interconnection and operation that SaskPower uses for its own load and resources.

Where the Transmission Customer purchases Ancillary Services from third parties, the Transmission Customer shall have the responsibility to secure contractual arrangements with such third parties that are consistent with the Tariff, this Agreement and any applicable rules and procedures of the Network Operating Committee.

### 14.0 Data, Information and Reports

14.1. The Transmission Customer shall, upon request, provide SaskPower with such reports and information concerning its network operation as are reasonably necessary to enable SaskPower to operate its Transmission System adequately.

- 14.2. Scheduling - Hourly transactions from outside of SaskPower's franchise area, in whole megawatts must be prescheduled by E-tag as defined by NERC. Schedules must conform to the E-tag processing timelines. Schedules can be changed no later than 20 minutes (or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider) before the schedules go into effect.

The Transmission Customer shall notify SaskPower of intended imports into SaskPower's franchise area for the next normal business day(s) by E-tag no later than 10 a.m. CST (or a reasonable time that is generally accepted in the region and is consistently adhered to by the Transmission Provider) on the day prior. Preschedules and forecasts shall include, as applicable:

- (a) Each import into or export out of SaskPower's franchise area;
- (b) Each power purchase and sale from within SaskPower's franchise area;
- (c) Losses;
- (d) Generation from each Network Resource;
- (e) Network Load at each point designated in Section 4 of the Specifications For Network Integration Transmission Service attached to the Service Agreement;
- (f) Regulation and Frequency Response requirement;
- (g) Spinning or Supplemental Reserve from each Network Resource;

- (h) Spinning or Supplemental Reserve purchase from SaskPower or each third party;
  - (i) The Transmission Customer's most severe single contingency;
  - (j) Available capacity from each Network Resource;
  - (k) Transmission Service associated with each pre-schedule and forecast;
  - (l) Incremental and decremental cost data for Network Resources; and
  - (m) Other information, as required by SaskPower.
- 14.3. Annual Forecast - By *[insert date]* of each year, the Transmission Customer shall update its load and resource forecast by providing SaskPower with a non-binding forecast in a format specified by SaskPower.
- 14.4. Monthly Forecast - *[insert number]* calendar days before the end of the month, the Transmission Customer shall update the forecast for the following month specifying purchase, generation, maximum demand, total monthly energy and Operating Reserve Services from SaskPower or a third party.
- 14.5. The Transmission Customer shall telemeter to SaskPower information including but not limited to watts, VArS, generator status, generator breaker status, generator terminal voltage and high side transformer voltage, unless otherwise agreed.

14.6. The Transmission Customer shall provide generating resource characteristics to SaskPower as necessary to implement re-dispatch and constraint and reserve management.

## 15.0 Metering

15.1. Unless otherwise agreed the Transmission Customer shall be responsible for the cost of installing and maintaining revenue meters and communication equipment compatible with SaskPower's meter reading system and facility standards. Revenue quality metering equipment and meters shall be installed at the high voltage bus at each point of interconnection between the Transmission Customer's facility and SaskPower's system. The meters shall measure and record both real power (watts) and reactive power (VARs) flow and line losses, if applicable, in both directions. Meters not installed at the high voltage bus or at the point of interconnection shall be adjusted for losses.

15.2. SaskPower shall read or retrieve meter data on the first business day after the end of each billing cycle or such other date as may be required to carry out the provision of the Tariff. SaskPower shall process the meter data and determine energy imbalances, accounting and billing using such meter data.

15.3. The meter owner shall test revenue meters for power deliveries made at **[Insert kV amount]** kV and above at least once a year and within 14 calendar days after a request by the other Party. The other Party will be afforded the opportunity to be present during the meter test. For meters owned by SaskPower, the Transmission

Customer may request a meter test by calling the designated customer account representative of SaskPower and shall pay for the cost of the requested test if the meter has been tested within the previous 12 months. The Parties present at the meter test shall estimate the amount of capacity and energy created during the meter test. The meter owner shall immediately repair, adjust or replace any meter or associated equipment found to be defective or inaccurate. An inaccurate meter is a meter that is found to register with an error not permitted by the Electricity and Gas Inspection Act (Canada) Regulations.

- 15.4. SaskPower shall adjust the recorded data to compensate for the effect of an inaccurate meter. Such adjustment shall be made for a maximum period of 30 calendar days prior to the date of the test or to the period during which such inaccuracy may be determined to have existed, whichever period is shorter. No adjustment prior to the beginning of the next preceding month shall be made except by agreement of the Parties. Should any meter fail to register, SaskPower shall estimate, from the best information available, the demand created, energy flow and VAR flows during the period of the failure. SaskPower shall, as soon as possible, correct the Transmission Customer's bills affected by the inaccurate meter. That correction, when made, shall constitute full adjustment of any claim arising out of the inaccurate meter for the period of the correction.

## 16.0 Communications

- 16.1. The Transmission Customer shall, at its own expense, subscribe to a NERC certified E-tag system for scheduling.

16.2. A Transmission Customer contributing to Regulation and Frequency Response requirement and Operating Reserve requirements or securing the requirements from a third party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource and SaskPower.

#### 17.0 Requirements to Contribute to System Regulation and Operating Reserve

The Transmission Customer who is not purchasing Regulation and Frequency Response and Operating Reserve Services from SaskPower shall operate its generating resources in a manner similar to that of SaskPower including following voltage schedules, free governor response, meeting power factor requirements at the point of interconnection with SaskPower's system, and such other criteria as may be developed by SaskPower or the Network Operating Committee. The Transmission Customer shall pay the cost of modification of SaskPower's computer hardware and software to accommodate the Transmission Customer's contribution to Regulation and Frequency Response requirement and Operating Reserve. Any resources used by the Transmission Customer to meet its proportional share, whether the Transmission Customer's Network Resources or a third party's generating resources, shall meet the same requirements as SaskPower's generating resources used to meet the Regulation and Frequency Response requirement and Operating Reserve requirements, including but not limited to, automatic generation control capability, ramp rate, and governor response, and are subjected to random testing, and if applicable, a monthly start-up test.

#### 18.0 Assignment

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This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, but shall not be assigned by either Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Party.

19.0 Notice

Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated in the Network Service Agreement. This Agreement is attached as an appendix to the Network Service Agreement.

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

Transmission Provider:

By: \_\_\_\_\_

Name **[print name]** Title **[print title]** Date: **[insert date]**

By: \_\_\_\_\_

Name **[print name]** Title **[print title]** Date: **[insert date]**

Network Customer:

By: \_\_\_\_\_

Name **[print name]** Title **[print title]** Date: **[insert date]**

By: \_\_\_\_\_

Name **[print name]**

Title **[print title]**

Date: **[insert date]**

## **ATTACHMENT G**

### **Annual Transmission Revenue Requirement for Network Integration Transmission Service**

The Annual Transmission Revenue Requirement for purposes of the Network Integration Transmission Service is posted on the Transmission Provider's OASIS.

## **ATTACHMENT H**

### **Curtailment Procedures**

When system conditions change due to such events as the loss of a transmission line or a generator, the transmission reliability margin for the constrained interfaces may increase. The resulting new value of the available transfer capability (“ATC”) for the interface may be lower than the actual flow through the interface and a curtailment will be necessary to bring the flow down to a level that does not exceed operating limits. Curtailment is necessary to restore the operating reliability of the system so that it can withstand the next single contingency.

Curtailment is done in accordance with NERC Reliability Standards adopted by Saskatchewan Electric Reliability Authority.

## ATTACHMENT I

### Creditworthiness Procedures

#### 1.0 Policy

It is the policy of Transmission Provider that: (i) prior to an entity becoming a Transmission Customer (the “Applicant”) and entering into a Service Agreement for Long-Term Firm Point-to-Point Transmission Service, an Umbrella Agreement for Short-Term Firm or Non-Firm Point-to-Point Transmission Service or a Service Agreement for Network Integration Service; and (ii) during the provision of service under the OATT by the Transmission Provider to a Transmission Customer, the Applicant or the Eligible Customer or the Transmission Customer, as the case may be, must, among the other requirements of the OATT, demonstrate its ability to meet the Transmission Provider’s creditworthiness requirements.

The purpose of the Creditworthiness Procedures is to set forth the Transmission Provider’s credit policy, procedures, and requirements for Applicants seeking to become a Transmission Customer, and for Transmission Customers receiving service pursuant to the OATT, which policy, procedures and requirements are designed to protect the Transmission Provider from undue exposure to losses that could arise from Transmission Customer defaults.

This document describes the Transmission Provider’s requirements for:

- (a) the establishment of credit by Applicants and the maintenance of credit by Transmission Customers;
- (b) the amount, if any, of Unsecured Credit Limit which may be made available to the Transmission Customer;
- (c) the form(s) of Performance Assurance, which will be deemed to be acceptable in

the event that the Applicant does not satisfy the Transmission Provider’s financial requirement for unsecured credit or in the event that the Transmission Customer requests service the value of which will exceed the amount of the Transmission Customer’s Unsecured Credit Limit; and

- (d) procedures for providing Transmission Customers with reasonable notice and written explanation of changes made by the Transmission Provider to the Unsecured Credit Limit or the requirement for Performance Assurance.

The Transmission Provider shall administer and implement the terms of the Creditworthiness Procedures.

This policy applies to all Applicants and Transmission Customers. For clarity, for the purposes of this Attachment I Transmission Customers include, where applicable, Network Customers.

## 2.0 Definitions and Interpretations

The following capitalized terms used in this Creditworthiness Procedures shall have the following meanings (all capitalized terms used in this document and not otherwise defined shall have the meanings given to them in the Transmission Provider’s OATT):

“Affiliates” shall have the meaning set forth in the Transmission Provider’s OATT.

“Applicant” shall have the meaning given in Section 1 of this Attachment.

“Business Day” shall mean Monday through Friday, excluding Canadian banking holidays (such banking holidays shall be as recognized by the Canadian Payments Association or any successor agency).

“Creditworthiness Procedures” shall mean Transmission Provider’s policies, procedures, and requirements from time to time relating to Applicants and Transmission Customers establishing and maintaining credit as set out in the within document.

“Eligible Customer” shall have the meaning set forth in the OATT.

“Guarantee Agreement” shall mean a guarantee provided to the Transmission Provider by an approved guarantor on behalf of an Applicant or Transmission Customer in a form acceptable to the Transmission Provider acting with commercially reasonable discretion.

“Letter(s) of Credit” shall mean one or more irrevocable standby letters of credit, issued by a Major Canadian Bank whose credit rating is, at such time, at least “A-” by S&P Global Inc. or “A3” by Moody’s Investors Service, or an equivalent rating by any successor Rating Agency thereof (if any) in a form satisfactory to the Transmission Provider acting with commercially reasonable discretion.

“Major Canadian Bank” shall mean one of: Royal Bank of Canada; Toronto-Dominion Bank; Bank of Nova Scotia; Bank of Montreal; Canadian Imperial Bank of Commerce; National Bank of Canada; or HSBC Bank Canada.

“Moody’s” shall mean Moody’s Investors Service.

“OATT” shall mean the Transmission Provider’s Open Access Transmission Tariff in effect from time to time.

“Performance Assurance” shall mean collateral in the form of Letter(s) of Credit.

“Rating Agency” shall mean an agency that is a Canadian or United States nationally recognized statistical rating organization including, without limitation, Moody’s Investors Service and S&P Global Inc.

“S&P” shall mean S&P Global Inc.

“Total Credit Limit” shall have the meaning set forth in Section 4.1(b) of this Attachment.

“Total Potential Exposure” shall mean the amount determined by the Applicant to be an estimate of the total dollar value of the services on a monthly basis which the Applicant expects to utilize as a Transmission Customer multiplied by two (2).

“Unsecured Credit Limit” shall mean the amount of credit, if any, which the Transmission Provider will allow the Applicant (or Transmission Customer) without the necessity of the Applicant (or Transmission Provider) providing Performance Assurance.

### 3.0 Credit Requirements Overview

Applicants, Eligible Customers, and Transmission Customers shall be subject to a financial review in accordance with the Transmission Provider’s standards for determination of creditworthiness as set out herein.

Transmission Provider shall apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine the Applicant’s, Eligible Customer’s or Transmission Customer’s creditworthiness, these standards shall take into consideration the scope of the proposed operations of each Applicant, or the scope of the operations of the Transmission Customer as the case may be, and the level of risk to Transmission Provider. This determination

shall be aided by appropriate data concerning the Applicant, the Eligible Customer, or the Transmission Customer.

Prior to becoming a Transmission Customer of Transmission Provider, each Applicant shall: (i) submit a Credit History Summary information form, located on the Transmission Provider's OASIS (refer to Attachment C of the 'OATT Application for Service, Settlement & Billing Practices' located on the Transmission Provider's OASIS) to the Transmission Provider and agree to be subject to a credit evaluation by the Transmission Provider that shall include, without limitation, a review of financial statements, Rating Agency reports and other pertinent indicators of credit strength; (ii) establish a credit limit with the Transmission Provider in accordance with the terms hereof for services to be provided under the OATT; and (iii) provide Performance Assurance as may be required by the Transmission Provider.

#### 4.0 Implementation

##### 4.1 Credit Evaluation

Each Applicant shall submit a completed Credit History Summary information form, located on the Transmission Provider's OASIS site (refer to Attachment C of the 'OATT Application for Service, Settlement & Billing Practices' located on the Transmission Provider's OASIS) and all required supplemental information. Transmission Provider shall evaluate the Applicant's creditworthiness based upon the information contained in its Credit History Summary information form and, in accordance with the terms hereof, establish an Unsecured Credit Limit, if applicable, for each Applicant.

In the event that a Guarantee Agreement is being utilized to establish credit for an Applicant, the guarantor shall consent to being evaluated by Transmission Provider and the unsecured credit granted to such an Applicant, if any, shall be based upon the financial strength of the guarantor.

(a) Initial Credit Evaluation

Upon receiving the Credit History Summary information form, located on the Transmission Provider's OASIS site (refer to Attachment C of the 'OATT Application for Service, Settlement & Billing Practices' located on the Transmission Provider's OASIS) and supplemental information, Transmission Provider shall conduct a financial review to evaluate the Applicant's financial viability and to determine an appropriate Unsecured Credit Limit. In performing the initial credit evaluation of an Applicant, the Transmission Provider shall consider:

- (i) Such Rating Agency report(s) as the Transmission Provider deems necessary;
- (ii) Financial statements and related information provided;
- (iii) One (1) bank reference and two (2) trade references; and
- (iv) Total Potential Exposure

(b) Unsecured Credit Limit and Total Credit Limit

**Unsecured Credit Limit**

Based upon and subject to Transmission Provider's initial credit evaluation of the Applicant, the Transmission Provider shall establish an

Unsecured Credit Limit for the Applicant and shall advise the Applicant in writing of the amount of the Unsecured Credit Limit.

**Total Credit Limit**

(c) An Applicant's (or Transmission Customer's) total credit limit is determined by the sum of its Unsecured Credit Limit and any Performance Assurance provided by the Applicant (or Transmission Customer) (the "Total Credit Limit"). Should an Applicant's Total Potential Exposure exceed its Total Credit Limit, prior to the Applicant receiving services pursuant to the OATT, the Applicant shall provide Performance Assurance in an amount sufficient to increase the Applicant's Total Credit Limit such that after providing such Performance Assurance, the Applicant's Total Potential Exposure shall not exceed its Total Credit Limit. Monitoring of Activity Relative to Total Credit Limit and Requirement to Provide Performance Assurance

Should a Transmission Customer's Total Potential Exposure on any day exceed its Total Credit Limit, the Transmission Provider shall promptly notify the Transmission Customer in writing of the requirement to: (a) pay invoiced amounts to reduce the Transmission Customer's Total Potential Exposure; and/or (b) provide Performance Assurance in an amount sufficient to increase the Transmission Customer's Total Credit Limit such that after making such payments and/or providing such Performance Assurance, the

Transmission Customer's Total Potential Exposure will not exceed its Total Credit Limit. The Transmission Customer shall have two (2) Business Days from receipt of written notice from the Transmission Provider to reduce its Total Potential Exposure below its Total Credit Limit.

#### 4.2. Credit Monitoring

For the purpose of determining whether a Transmission Customer is able to meet its ongoing obligations pursuant to the OATT and in order to determine whether any adjustments will be required to the Unsecured Credit Limit and Performance Assurance, the Transmission Provider may undertake reasonable credit monitoring procedures. If requested by the Transmission Provider, the Transmission Customer shall deliver (unless such financial statements are available on "EDGAR" or "SEDAR" or on such the Transmission Customer's internet website): (i) within 120 calendar days following the end of each fiscal year, a copy of such Transmission Customer's annual report containing audited consolidated financial statements for such fiscal year; and (ii) within 60 calendar days after the end of each of its first three fiscal quarters of each fiscal year, a copy of such Transmission Customer's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles or such other principles then in effect, provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such Transmission Customer shall diligently pursue the preparation, certification and delivery of the statements.

Transmission Customers shall notify the Transmission Provider in writing of any material change in their financial status within ten (10) Business Days of its occurrence. Transmission Provider shall review reported material changes in terms of their impact on a Transmission Customer's financial capacity. Depending on the nature of these material changes, Transmission Provider may, in its unfettered discretion, reassess, and, if determined necessary, reduce the Unsecured Credit Limit. In the event that the Transmission Provider determines that the Unsecured Credit Limit is to be reduced, the Transmission Provider shall provide the Transmission Customer with written notice stating the amount of the revised Unsecured Credit Limit and the date that the revised Unsecured Credit Limit shall take effect which date shall be at least ten (10) Business Days from the date of the notice.