

**CEDARS RAPIDS TRANSMISSION
COMPANY LIMITED**

Open Access Transmission Tariff

I.	<u>COMMON SERVICE PROVISIONS</u>	8
1	DEFINITIONS.....	8
	1.1 <i>Ancillary Services</i>	8
	1.2 <i>Annual Transmission Costs</i>	8
	1.3 <i>Application</i>	8
	1.4 <i>Commission</i>	8
	1.5 <i>Completed Application</i>	8
	1.6 <i>Control Area</i>	8
	1.7 <i>Curtailment</i>	9
	1.8 <i>Delivering Party</i>	9
	1.9 <i>Designated Agent</i>	9
	1.10 <i>Revoked</i>	9
	1.11 <i>Dollar</i>	9
	1.12 <i>Eligible Customer</i>	9
	1.13 <i>Facilities Study</i>	10
	1.14 <i>Firm Point-to-Point Transmission Service</i>	10
	1.15 <i>Good Utility Practice</i>	10
	1.16 <i>Interruption</i>	10
	1.17 <i>Load Ratio Share</i>	10
	1.18 <i>Load Shedding</i>	11
	1.19 <i>Long-Term Firm Point-to-Point Transmission Service</i>	11
	1.20 <i>Native Load Customer</i>	11
	1.21 <i>Network Customer</i>	11
	1.22 <i>Network Integration Transmission Service</i>	11
	1.23 <i>Network Load</i>	11
	1.24 <i>Network Operating Agreement</i>	12
	1.25 <i>Network Operating Committee</i>	12
	1.26 <i>Network Resource</i>	12
	1.27 <i>Network Upgrades</i>	12
	1.28 <i>Non-Firm Point-to-Point Transmission Service</i>	13
	1.29 <i>Open Access Same-Time Information System (OASIS)</i>	13
	1.30 <i>Part I</i>	13
	1.31 <i>Part II</i>	13
	1.32 <i>Part III</i>	13
	1.33 <i>Parties</i>	13
	1.34 <i>Point(s) of Delivery</i>	14
	1.35 <i>Point(s) of Receipt</i>	14
	1.36 <i>Point-to-Point Transmission Service</i>	14
	1.37 <i>Power Purchaser</i>	14
	1.38 <i>Receiving Party</i>	14
	1.39 <i>Revoked</i>	14
	1.40 <i>Regional Transmission Group (RTG)</i>	14
	1.41 <i>Reserved Capacity</i>	15
	1.42 <i>Service Agreement</i>	15
	1.43 <i>Service Commencement Date</i>	15
	1.44 <i>Short-Term Firm Point-to-Point Transmission Service</i>	15
	1.45 <i>System Impact Study</i>	15
	1.46 <i>Third-Party Sale</i>	16
	1.47 <i>Transmission Customer</i>	16
	1.48 <i>Transmission Provider</i>	16
	1.49 <i>Revoked</i>	16
	1.50 <i>Transmission Service</i>	16
	1.51 <i>Transmission System</i>	16

2	INITIAL ALLOCATION AND RENEWAL PROCEDURES.....	17
	2.1 <i>Revoked</i>	17
	2.2 <i>Reservation Priority for Existing Firm Service Customers</i>	17
3	ANCILLARY SERVICES.....	17
	3.1 <i>System Control Service</i>	18
	3.2 <i>Voltage Control Service</i>	18
	3.3 <i>Frequency Control Service</i>	18
	3.4 <i>Energy Imbalance Service</i>	18
	3.5 <i>Operating Reserve - Spinning Reserve Service</i>	18
	3.6 <i>Operating Reserve – Non-Spinning Reserve Service</i>	18
4	OPEN ACCESS SAME-TIME INFORMATION SYSTEM (OASIS).....	19
5	JURISDICTION.....	19
	5.1 <i>Applicable Law</i>	19
	5.2 <i>Revoked</i>	19
6	RECIPROCITY.....	19
7	BILLING AND PAYMENT.....	20
	7.1 <i>Billing Procedure</i>	20
	7.2 <i>Interest on Unpaid Balances</i>	20
	7.3 <i>Customer Default</i>	21
8	ACCOUNTING FOR TRANSMISSION SERVICE USED BY THE TRANSMISSION PROVIDER.....	21
	8.1 <i>Transmission Revenues</i>	21
	8.2 <i>Study Costs and Revenues</i>	21
9	REVOKED.....	22
10	FORCE MAJEURE AND INDEMNIFICATION.....	22
	10.1 <i>Force Majeure</i>	22
	10.2 <i>Liability</i>	22
	10.3 <i>Indemnification</i>	23
11	CREDITWORTHINESS.....	23
12	DISPUTE RESOLUTION PROCEDURES.....	23
	12.1 <i>Internal Dispute Resolution Procedures</i>	23
	12.2 <i>External Arbitration Procedures</i>	24
	12.3 <i>Arbitration Decisions</i>	24
	12.4 <i>Costs</i>	25
II.	POINT-TO-POINT TRANSMISSION SERVICE.....	25
	PREAMBLE.....	25
13	NATURE OF FIRM POINT-TO-POINT TRANSMISSION SERVICE.....	25
	13.1 <i>Term</i>	25
	13.2 <i>Reservation Priority</i>	25
	13.3 <i>Use of Firm Transmission Service by the Generator and Distributor</i>	26
	13.4 <i>Service Agreements</i>	26
	13.5 <i>Transmission Customer Obligations for Network Upgrade or Redispatch Costs</i>	26
	13.6 <i>Curtailment of Firm Transmission Service</i>	27
	13.7 <i>Classification of Firm Transmission Service</i>	28
	13.8 <i>Scheduling of Firm Point-to-Point Transmission Service</i>	29
14	NATURE OF NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE.....	30
	14.1 <i>Term</i>	30
	14.2 <i>Reservation Priority</i>	30
	14.3 <i>Use of Non-Firm Point-to-Point Transmission Service by the Generator and the Distributor</i>	31
	14.4 <i>Service Agreements</i>	31
	14.5 <i>Classification of Non-Firm Point-to-Point Transmission Service</i>	31
	14.6 <i>Scheduling of Non-Firm Point-to-Point Transmission Service</i>	32

	14.7	<i>Curtailment or Interruption of Service</i>	32
15		SERVICE AVAILABILITY	33
	15.1	<i>General Conditions</i>	33
	15.2	<i>Determination of Available Transmission Capability</i>	34
	15.3	<i>Revoked</i>	34
	15.4	<i>Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System</i>	34
	15.5	<i>Deferral of Service</i>	34
	15.6	<i>Revoked</i>	34
	15.7	<i>Transmission Losses</i>	35
16		TRANSMISSION CUSTOMER RESPONSIBILITIES	35
	16.1	<i>Conditions Required of Transmission Customers</i>	35
	16.2	<i>Transmission Customer Responsibility for Third-Party Arrangements</i>	36
17		PROCEDURES FOR ARRANGING FIRM POINT-TO-POINT TRANSMISSION SERVICE	36
	17.1	<i>Application</i>	36
	17.2	<i>Completed Application</i>	37
	17.3	<i>Deposit</i>	38
	17.4	<i>Notice of Deficient Application</i>	39
	17.5	<i>Response to a Completed Application</i>	39
	17.6	<i>Execution of Service Agreement</i>	39
	17.7	<i>Extensions for Commencement of Service</i>	40
18		PROCEDURES FOR ARRANGING NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE	40
	18.1	<i>Application</i>	40
	18.2	<i>Completed Application</i>	40
	18.3	<i>Reservation of Non-Firm Point-to-Point Transmission Service</i>	41
	18.4	<i>Determination of Available Transmission Capability</i>	42
19		ADDITIONAL STUDY PROCEDURES FOR FIRM POINT-TO-POINT TRANSMISSION SERVICE REQUESTS	42
	19.1	<i>Notice of Need for System Impact Study</i>	42
	19.2	<i>System Impact Study Agreement and Cost Reimbursement</i>	43
	19.3	<i>System Impact Study Procedures</i>	43
	19.4	<i>Facilities Study Procedures</i>	44
	19.5	<i>Facilities Study Modifications</i>	45
	19.6	<i>Due Diligence in Completing Network Upgrades</i>	46
	19.7	<i>Partial Interim Service</i>	46
	19.8	<i>Expedited Procedures for Network Upgrades</i>	46
20		PROCEDURES IF THE TRANSMISSION PROVIDER IS UNABLE TO COMPLETE NETWORK UPGRADES FOR FIRM POINT-TO-POINT TRANSMISSION SERVICE	47
	20.1	<i>Delays in Completing Network Upgrades</i>	47
	20.2	<i>Alternatives to the Original Network Upgrades</i>	47
	20.3	<i>Refund Obligation for Uncompleted Network Upgrades</i>	48
21		PROVISIONS RELATING TO CONSTRUCTION AND SERVICES ON THE TRANSMISSION SYSTEMS OF OTHER UTILITIES	48
	21.1	<i>Responsibility for Upgrades to Third-Party Systems</i>	48
	21.2	<i>Coordination of Third-Party System Additions</i>	48
22		CHANGES IN SERVICE SPECIFICATIONS	49
	22.1	<i>Modifications on a Non-Firm Basis</i>	49
	22.2	<i>Modifications on a Firm Basis</i>	50
23		SALE OR ASSIGNMENT OF TRANSMISSION SERVICE	50
	23.1	<i>Procedures for Assignment or Transfer of Service</i>	50
	23.2	<i>Limitations on Assignment or Transfer of Service</i>	51
	23.3	<i>Information on Assignment or Transfer of Service</i>	51
24		METERING AND POWER FACTOR CORRECTION AT POINT(S) OF RECEIPT AND DELIVERY	52

	24.1	<i>Transmission Customer Obligations</i>	52
	24.2	<i>Transmission Provider Access to Metering Data</i>	52
	24.3	<i>Power Factor</i>	52
25		COMPENSATION FOR TRANSMISSION SERVICE	52
26		REVOKED	53
27		COMPENSATION FOR NETWORK UPGRADE AND REDISPATCH COSTS	53
III.		NETWORK INTEGRATION TRANSMISSION SERVICE	53
	PREAMBLE		53
28		NATURE OF NETWORK INTEGRATION TRANSMISSION SERVICE	53
	28.1	<i>Scope of Service</i>	53
	28.2	<i>Transmission Provider Responsibilities</i>	54
	28.3	<i>Network Integration Transmission Service</i>	54
	28.4	<i>Secondary Service</i>	54
	28.5	<i>Transmission Losses</i>	55
	28.6	<i>Restrictions on Use of Service</i>	55
29		INITIATING SERVICE	55
	29.1	<i>Condition Precedent to Receiving Service</i>	55
	29.2	<i>Application Procedures</i>	55
	29.3	<i>Technical Arrangements to be Completed Prior to Commencement of Service</i>	58
	29.4	<i>Network Customer Facilities</i>	58
	29.5	<i>Revoked</i>	59
30		NETWORK RESOURCES	59
	30.1	<i>Designation of Network Resources</i>	59
	30.2	<i>Designation of New Network Resources</i>	59
	30.3	<i>Termination of Network Resources</i>	59
	30.4	<i>Operation of Network Resources</i>	59
	30.5	<i>Network Customer Redispatch Obligation</i>	59
	30.6	<i>Transmission Arrangements for Network Resources with No Physical Connection to the Transmission Provider's System</i>	60
	30.7	<i>Limitation on Designation of Network Resources</i>	60
	30.8	<i>Use of Interface Capacity by the Network Customer</i>	60
	30.9	<i>Network Customer Owned Transmission Facilities</i>	60
31		DESIGNATION OF NETWORK LOAD	61
	31.1	<i>Network Load</i>	61
	31.2	<i>New Network Loads Connected to the Transmission Provider's System</i>	61
	31.3	<i>Network Load with No Physical Connection to the Transmission Provider's System</i>	61
	31.4	<i>New Interconnection Points</i>	62
	31.5	<i>Changes in Service Requests</i>	62
	31.6	<i>Annual Updates of Load and Resource Information</i>	62
32		ADDITIONAL STUDY PROCEDURES FOR NETWORK INTEGRATION TRANSMISSION SERVICE REQUESTS	63
	32.1	<i>Notice of Need for System Impact Study</i>	63
	32.2	<i>System Impact Study Agreement and Cost Reimbursement</i>	63
	32.3	<i>System Impact Study Procedures</i>	64
	32.4	<i>Facilities Study Procedures</i>	65
33		LOAD SHEDDING AND CURTAILMENTS	66
	33.1	<i>Procedures</i>	66
	33.2	<i>Transmission Constraints</i>	66
	33.3	<i>Cost Responsibility for Relieving Transmission Constraints</i>	67
	33.4	<i>Curtailments of Scheduled Deliveries</i>	67
	33.5	<i>Allocation of Curtailments</i>	67

	33.6 Load Shedding	67
	33.7 System Reliability	68
34	RATES AND CHARGES	69
	34.1 Monthly Demand Charge	69
	34.2 Determination of the Network Customer's Annual Load	69
	34.3 Determination of the Transmission Provider's Annual Transmission System Load	69
	34.4 Redispatch Charge	69
	34.5 Revoked	69
35	OPERATING ARRANGEMENTS	69
	35.1 Operation under the Network Operating Agreement	69
	35.2 Network Operating Agreement	70
	35.3 Network Operating Committee	71
	SCHEDULE 1	72
	<i>System Control Service</i>	72
	SCHEDULE 2	73
	<i>Voltage Control Service</i>	73
	SCHEDULE 3	74
	<i>Frequency Control Service</i>	74
	SCHEDULE 4	75
	<i>Energy Imbalance Service</i>	75
	SCHEDULE 5	76
	<i>Operating Reserve – Spinning Reserve Service</i>	76
	SCHEDULE 6	77
	<i>Operating Reserve – Non-Spinning Reserve Service</i>	77
	SCHEDULE 7	78
	<i>Long-Term and Short-Term Firm Point-to-Point Transmission Service</i>	78
	SCHEDULE 8	80
	<i>Non-Firm Point-to-Point Transmission Service</i>	80
	ATTACHMENT A	82
	<i>Service Agreement Form for Firm Point-to-Point Transmission Service</i>	82
	<i>Service Agreement Form for Non-Firm Point-to-Point Transmission Service</i>	86
	ATTACHMENT C	88
	<i>Methodology to Assess Available Transmission Capability</i>	88
	ATTACHMENT D	90
	<i>Methodology for Completing a System Impact Study</i>	90
	ATTACHMENT E	93
	<i>Index of Point-to-Point Transmission Service Customers</i>	93
	ATTACHMENT F	94
	<i>Service Agreement for Network Integration Transmission Service</i>	94

ATTACHMENT G	98
<i>Network Operating Agreement.....</i>	<i>98</i>
ATTACHMENT H	109
<i>Annual Transmission Revenue Requirement for the Native-Load Transmission Service and the Network Integration Transmission Service.....</i>	<i>109</i>
ATTACHMENT I.....	110
<i>Index of Network Integration Transmission Service Customers.....</i>	<i>110</i>

I. **COMMON SERVICE PROVISIONS**

1 **Definitions**

- 1.1 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.
- 1.2 Annual Transmission Costs:** The total annual cost of the Transmission System for providing Network Integration Transmission Service shall be the amount specified in Attachment H until amended by the Transmission Provider.
- 1.3 Application:** A request by an Eligible Customer for Transmission Service under the provisions herein.
- 1.4 Commission:** The (United States) Federal Energy Regulatory Commission, pursuant to the *Federal Power Act*, 16 U.S.C.
- 1.5 Completed Application:** An Application that satisfies all of the information and other requirements herein, 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:
- (1) 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);

- (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
- (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
- (4) 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 transmission capacity 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, as required under the provisions herein.

1.10 Revoked

1.11 Dollar: The lawful currency of Canada.

1.12 Eligible Customer: (i) any electric utility (including the Transmission Provider and any power marketer), a power marketing agency, or any person generating electric energy for sale for resale purposes; and (ii) any retail customer taking unbundled Transmission Service pursuant to a provincial retail access program or pursuant to a voluntary offer of unbundled retail transmission service by the Transmission Provider.

- 1.13 Facilities Study:** An engineering study conducted by the Transmission Provider to determine the 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 Firm Point-to-Point Transmission Service:** Transmission Service, as defined herein, that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II herein.
- 1.15 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 practices, methods or acts generally accepted in the region.
- 1.16 Interruption:** A reduction in Non-Firm Transmission Service for economic reasons pursuant to Section 14.7.
- 1.17 Load Ratio Share:** The ratio of the annual load of the Network Integration Transmission Service customer to the annual load of the Transmission System, both computed in accordance with Sections 34.2 and 34.3 concerning the Network Integration Transmission Service under Part III herein.

- 1.18 Load Shedding:** The systematic reduction of system demand by temporarily decreasing load in response to a capacity shortage on the Transmission System or a part thereof, to system instability or to voltage control considerations under Parts III herein.
- 1.19 Long-Term Firm Point-to-Point Transmission Service:** Firm Point-to-Point Transmission Service under Part II herein with a term of one year or more.
- 1.20 Native Load Customers:** The wholesale and retail power customers of the Transmission Provider on whose behalf the Transmission Provider has a statutory obligation to construct (or otherwise commission) and operate its system, to meet the needs of such customers for reliable electric power.
- 1.21 Network Customer:** An entity receiving Transmission Service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Part III herein.
- 1.22 Network Integration Transmission Service:** Transmission Service as set forth in Part III herein.
- 1.23 Network Load:** The load that a Network Customer designates for Network Integration Transmission Service under Part III herein. The Network Customer's Network Load shall include the entire load supplied by the output of 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 herein for any Point-to-Point Transmission Service that may be necessary for such non-designated load.

- 1.24 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 herein.
- 1.25 Network Operating Committee:** A group comprising representatives of the Network Customer(s) and of the Transmission Provider, established to coordinate operating criteria and other technical considerations required for implementing Network Integration Transmission Service under Part III herein.
- 1.26 Network Resource:** Any designated resource owned or purchased by a Network Customer as defined herein, and applicable to the Network Integration Transmission Service. Network Resources do not include any resource, or any portion thereof, that is committed for Third-Party Sale or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.
- 1.27 Network Upgrades:** Modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's overall Transmission System, carried out to meet demand from Transmission Customers under Part II or Part III herein.

- 1.28 Non-Firm Point-to-Point Transmission Service:** Point-to-Point Transmission Service, as defined herein, 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 herein. Non-Firm Point-to-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.
- 1.29 OASIS:** The information system contained in Part 37 of the Commission's regulations, 18 C.F.R. (1996), (hereafter "Part 37 of the Commission's regulations").
- 1.30 Part I:** The Definitions herein and Common Service Provisions contained in Sections 2 through 12.
- 1.31 Part II:** Sections 13 through 27 herein pertaining to Point-to-Point Transmission Service, in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.
- 1.32 Part III:** Sections 28 through 35 herein pertaining to Network Integration Transmission Service, in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.
- 1.33 Parties:** The Transmission Provider and the Transmission Customer receiving service under the provisions herein.

- 1.34 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 herein. The Point(s) of Delivery shall be specified in the Service Agreement.
- 1.35 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 herein. The Point(s) of Receipt shall be specified in the Service Agreement.
- 1.36 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 herein.
- 1.37 Power Purchaser:** The entity that is purchasing capacity and energy to be transmitted under the provisions herein.
- 1.38 Receiving Party :** The entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.
- 1.39 Revoked**
- 1.40 Regional Transmission Group (RTG):** A voluntary organization of transmission owners, transmission users and other entities whose aim is to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

- 1.41 Reserved Capacity:** The maximum 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 herein. Reserved Capacity shall be expressed in megawatts, as whole units, over a sixty (60) minute interval (commencing on the clock hour).
- 1.42 Service Agreement:** The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under Parts II and III herein.
- 1.43 Service Commencement Date:** The date the Transmission Provider begins to provide service under the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Section 29.1 herein.
- 1.44 Short-Term Firm Point-to-Point Transmission Service:** Firm Point-to-Point Transmission Service under Part II herein with a term of less than one year.
- 1.45 System Impact Study:** An assessment by the Transmission Provider of (i) the adequacy of the Transmission System to accommodate an Application for 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.

- 1.46 Third-Party Sale:** Any sale in interstate, interprovincial or international commerce to a Power Purchaser that is not designated as supplying either Network Load under the Network Integration Transmission Service.
- 1.47 Transmission Customer:** Any Eligible Customer (or its Designated Agent) that executes a Service Agreement under Part II or Part III herein.
- 1.48 Transmission Provider:** Cedars Rapids Transmission Company Limited when carrying on electric power transmission activities.
- 1.49 Revoked**
- 1.50 Transmission Service:** Point-to-Point Transmission Service provided on a firm and non-firm basis under Part II herein.
- 1.51 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 herein.

2. Initial Allocation and Renewal Procedures

2.1 Revoked

2.2 Reservation Priority for Existing Firm Service Customers: Existing firm service customers (wholesale and transmission requirements only, with a contract term of one year or more) have the right to continue to use the Transmission Provider's Transmission Service when their contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase electricity from the Transmission Provider or elects to purchase electricity from another Delivering Party. 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 a competing request by any new Eligible Customer and to pay the current just and reasonable rate, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contracts of one year or longer, provided the customer notifies the Transmission Provider in writing and on OASIS no later than sixty (60) days before the end of the contract.

3 Ancillary Services

The Transmission Provider is required to provide, and the Transmission Customer is required to purchase, the following Ancillary Services: (i) system control, and (ii) voltage control.

The Transmission Provider is required to offer the following Ancillary Services only to the Transmission Customer serving a load in the Transmission Provider's Control Area: (i) frequency control, (ii) energy imbalance, (iii) operating reserve – spinning reserve, and (iv) operating reserve - non-spinning reserve. The Transmission Customer serving a 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 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 shall state in its Application which Ancillary Services it will purchase from the Transmission Provider.

In the event of unauthorized use of Ancillary Services by the Transmission Customer, the latter shall pay the Transmission Provider 150% of the applicable rates contained in Schedules 1 through 6.

The specific Ancillary Services, rates and/or compensation methods are described in the attached Schedules, which are an integral part of the provisions herein. If the Transmission Provider offers an affiliate a discount, or discounts the Ancillary Service rate for its own transactions, it shall offer at the same time the same discounted rate for Ancillary Service to all Eligible Customers. Information regarding any discounted rate for Ancillary Services shall be posted on OASIS pursuant to Part 37 of the Commission's regulations. In addition, discounts to non-affiliates shall be offered with no undue discrimination. Sections 3.1 through 3.6 below list the six Ancillary Services that apply to customers under Parts II and III herein.

- 3.1 System Control Service:** The description and rates for this service are given in Schedule 1.
- 3.2 Voltage Control Service:** The description and rates for this service are given in Schedule 2.
- 3.3 Frequency Control Service:** The description and rates for this service are given in Schedule 3.
- 3.4 Energy Imbalance Service:** The description and rates for this service are given in Schedule 4.
- 3.5 Operating Reserve – Spinning Reserve Service:** The description and rates for this service are given in Schedule 5.
- 3.6 Operating Reserve – Non-Spinning Reserve Service:** The description and rates for this service are given in Schedule 6.

4 Open Access Same-Time Information System (OASIS)

Terms and conditions regarding the Open Access Same-Time Information System and standards of conduct are set forth in 18 CFR § 37 of the Commission's regulations (*Open Access Same-Time Information System and Standards of Conduct for Public Utilities*). In the event that available transmission capability as posted on OASIS is insufficient to accommodate an Application for Firm Transmission Service, additional studies may be required pursuant to Sections 19 and 32 herein.

5 Jurisdiction

5.1 Applicable Law: The Service Agreement and Open Access Transmission Tariff shall be governed by and construed in accordance with the laws of the province of Québec.

5.2 Revoked

6 Reciprocity

A Transmission Customer receiving Transmission Service under the provisions herein agrees to provide comparable Transmission Service to the Transmission Provider on similar terms and conditions over facilities used for power transmission in interstate, interprovincial or international commerce and owned, controlled or operated by the Transmission Customer or by its affiliates. A Transmission Customer that is a member of a power pool or Regional Transmission Group further agrees to provide comparable Transmission Service to the members of such power pool or Regional Transmission Group on similar terms and conditions over facilities used for power transmission in interstate, interprovincial or international commerce and owned, controlled or operated by the Transmission Customer or by its affiliates. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities and that uses an intermediary, such as a power marketer, to request Transmission Service under the provisions herein. If the Transmission Customer does not own, control or

operate transmission facilities, it shall include in its Application a sworn statement by 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 Transmission Customer shall also demonstrate, upon submitting its Application, that owners or lessees of the Transmission Systems that will wheel the electricity of Delivering Parties and Receiving Parties undertake to provide comparable Transmission Service to the Transmission Provider, on similar terms and conditions, over facilities used in their respective Transmission Systems. For the purpose of this paragraph, such demonstration is deemed to be met when the owners or lessees of the Transmission Systems have an open access transmission tariff approved by the Commission, or when an affiliate of such owners or lessees have received authorization from the Commission to sell at market rates.

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 charges covering all services provided under the provisions herein during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by transfer to a bank named by the Transmission Provider.

7.2 Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) shall be at a rate two percentage points higher than the prime commercial rate per annum as then in effect and announced from time to time by the Bank of Montréal, at its head office in Montréal, Québec. 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, invoices shall be considered as having been paid on the date of receipt by the Transmission Provider.

7.3 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 ten (10) calendar days after the Transmission Provider notifies the Transmission Customer to rectify such failure, a default by the Transmission Customer shall be deemed to exist. Under such circumstances, the Transmission Provider may terminate service. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider shall 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 escrow 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 in ten (10) days.

8 Accounting for Transmission Service Used by the Transmission Provider

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

8.1 Transmission Revenues: Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when the Transmission Provider makes Third-Party Sales under Part II herein.

8.2 Study Costs and Revenues: Include in a separate transmission operating expense account or subaccount, costs properly chargeable as expenses for System Impact Studies or Facilities Studies that the Transmission Provider conducts to determine if it must make Network Upgrades for its own uses, including upgrades for Third-Party Sales by the Transmission Provider under the provisions herein; and include in a separate operating revenue account or

subaccount the revenues received by the Transmission Provider for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the Transmission Customer's billing under the provisions herein

9 Revoked

10 Force Majeure and Indemnification

10.1 Force Majeure: An event of Force Majeure means any fortuitous event, labor dispute, 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 under military rule or by lawfully established civilian authorities, or any other cause beyond a Party's control. Neither the Transmission Provider nor the Transmission Customer shall be considered in default as to any obligation under the provisions herein if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under the provisions herein is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations as set forth herein.

10.2 Liability The Transmission Provider shall not be liable for failure to deliver power on its transmission system. Without limiting the generality of the above, the Transmission Provider shall not be liable for any claim or loss incurred by the Transmission Customer, if, for any reason whatsoever, including the fault or omission of its employees, the delivery of power and energy is interrupted, increased or decreased, including, but not limited to, maintenance, repair, rebuild, change or substitution to its transmission system, or if the voltage or the frequency of power or energy delivered is increased, decreased or modified in any way whatsoever, for any given period of time, except in cases of wilful misconduct or negligence.

10.3 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, claims, suits, recoveries, costs and expenses, court costs, legal 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 the provisions herein on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

11 Creditworthiness

For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service set forth herein, the Transmission Provider may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the Transmission Provider may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under the provisions herein, or an alternative form of security proposed by the Transmission Customer and acceptable to the Transmission Provider and consistent with commercial practices established under Québec law, which protects the Transmission Provider against the risk of non-payment.

12 Dispute Resolution Procedures

12.1 Internal Dispute Resolution Procedures: Any dispute between a Transmission Customer and the Transmission Provider involving Transmission Service under the Tariff (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer 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) 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 the 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) 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) 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 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 Code of Civil Procedure of Québec (R.S.Q., c. C-25), or Regional Transmission Group rules. The arbitration proceeding shall be conducted in Montréal, Québec.

12.3 Arbitration Decisions: Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the 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 appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Code of Civil Procedure of Québec.

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.

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

The Transmission Provider shall provide Firm and Non-Firm Point-to-Point Transmission Service pursuant to the applicable terms and conditions herein. 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: 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. Reservations for Short-Term Firm Point-to-Point Transmission Service shall be conditional based upon the length of the requested transaction. If the Transmission System becomes oversubscribed, Applications for longer-term service may preempt Applications 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 deadline, if available transmission capability is insufficient to satisfy all Applications, an Eligible Customer with a reservation for shorter-term service has

the right of first refusal to match any longer-term reservation before losing its reservation priority. After the deadline, service shall commence pursuant to the terms of Part II herein. Firm Point-to-Point Transmission Service shall always have a reservation priority over Non-Firm Point-to-Point Transmission Service under the provisions herein. All Long-Term Firm Point-to-Point Transmission Service shall have equal reservation priority with Native Load Customers and Network Customers. Reservation priorities for existing firm service customers are specified in Section 2.2.

13.3 Use of Firm Transmission Service by the Transmission Provider: The Transmission Provider shall be subject to the rates and conditions of Part II herein when making Third-Party Sales. The Transmission Provider shall maintain separate accounting, pursuant to Section 8, for any use of Point-to-Point Transmission Service when making Third-Party Sales.

13.4 Service Agreements: The Transmission Provider shall offer a standard form of agreement for Firm Point-to-Point Transmission Service (Attachment A) to an Eligible Customer when the latter submits a Completed Application for Firm Point-to-Point Transmission Service.

13.5 Transmission Customer Obligations for Network Upgrades 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 (1) degrading or impairing the reliability of service to Native Load Customers, Network Customers and other Transmission Customers taking Firm Point-to-Point Transmission Service, or (2) interfering with the Transmission Provider's ability to meet prior firm contractual commitments to others, the Transmission Provider shall be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 15.4. The Transmission Customer shall agree to compensate the Transmission Provider for any Network Upgrades

pursuant to the terms of Section 27. To the extent the Transmission Provider can relieve any system constraint more economically by redispatching resources in the Transmission Provider's Control Area rather than through Network Upgrades, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 27. Any redispatch or Network Upgrade costs to be charged to the Transmission Customer under the provisions herein shall be specified in the Service Agreement before service starts.

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, Curtailments shall be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, Curtailments shall be proportionally allocated among Native Load Customers, Network Customers, and Transmission Customers taking Firm Point-to-Point Transmission Service. All Curtailments shall be made on a non-discriminatory basis; however, Non-Firm Point-to-Point Transmission Service shall be subordinate to Firm 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 Curtailments 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 the provisions herein when, in its sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The Transmission Provider shall 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 (1) change its Points of Receipt and Delivery to obtain service on a non-firm basis pursuant to Section 22.1, or (2) request a modification to the Points of Receipt or Delivery on a firm basis pursuant to Section 22.2.
- b) The Transmission Customer may purchase Transmission Service to sell 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 shall be designated as multiple Points of Receipt , unless the multiple generating units are at the same power plant, in which case the units shall be treated as a single Point of Receipt.
- c) The Transmission Customer may purchase Transmission Service by designating the Point of Delivery or the Point of Receipt only, provided that it makes within the required time frame the reservations needed to make firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery on a firm basis pursuant to Section 22.2 or on a non-firm basis pursuant to Section 22.1.
- d) 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 transmission capacity is reserved by the Transmission Customer shall be specified in the Firm Point-to-Point Service Agreement along with a corresponding capacity reservation associated with each Point of Receipt. Each Point of Delivery at which firm transmission capacity is reserved by the Transmission Customer shall be specified in the Firm Point-to-Point Service Agreement along with a corresponding capacity reservation associated with each Point of Delivery.

The Transmission Customer's Reserved Capacity shall be the greater of the following amounts: (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery, both amounts taking into account the transmission loss factor set forth in Section 15.7 herein. The Transmission Customer shall be billed for its Reserved Capacity under the terms of Schedule 7. The Transmission Customer may not exceed its firm Reserved Capacity at any Point of Receipt and any Point of Delivery except as otherwise specified in Section 22. In the event that a Transmission Customer (including the Transmission Provider for Third-Party Sales) exceeds its firm Reserved Capacity at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay to the Transmission Provider 150% of the applicable Schedule 7 charges for the capacity exceeding 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 shall be submitted to the Transmission Provider no later than 1:00 p.m. of the day before service starts. Schedules submitted after 1:00 p.m. shall be accommodated, if practicable. Hour-to-hour schedules of any capacity and energy that is to be delivered shall be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's Control Area who have multiple requests for Transmission Service at a Point of Receipt, each of which is less than 1,000 kW per hour, may consolidate their service requests at a common Point of Receipt into increments of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes shall be permitted up to thirty (30) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule change. The Transmission Provider shall furnish to the Delivering Party's system operator, hour-to-hour 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 shall be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-to-Point Transmission Service shall 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.

14.2 Reservation Priority: Non-Firm Point-to-Point Transmission Service shall be available from transmission capability in excess of that needed for reliable service to Native Load Customers, Network Customers and other Transmission Customers taking Long-Term and Short-Term Firm Point-to-Point Transmission Service. A higher priority shall be assigned to reservations with a longer duration of service. In the event the Transmission System is constrained, competing requests of equal duration shall 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. Transmission Service for Network Customers from resources other than designated resources shall 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 shall have the lowest reservation priority under the provisions herein.

14.3 Use of Non-Firm Point-to-Point Transmission Service by the Transmission

Provider: The Transmission Provider shall be subject to the rates and conditions of Part II herein when making Third-Party Sales. The Transmission Provider shall maintain separate accounting, pursuant to Section 8, 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 of agreement for Non-Firm Point-to-Point Transmission Service (Attachment B) to an Eligible Customer when the latter first submits a Completed Application for Non-Firm Point-to-Point Transmission Service pursuant to the provisions herein.

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 herein. The Transmission Provider herein undertakes no obligation 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 provisions herein. In the event that a Transmission Customer(including Third-Party Sales) exceeds its non-firm capacity reservation at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay to the Transmission Provider 150% of the applicable Schedule 8 charges for the capacity exceeding the non-firm Reserved 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 month's reservation for any one Application, in accordance with Schedule 8.

- 14.6 Scheduling of Non-Firm Point-to-Point Transmission Service:** Schedules for Non-Firm Point-to-Point Transmission Service shall be submitted to the Transmission Provider no later than 1:00 p.m. of the day before service starts. Schedules submitted after 1:00 p.m. shall be accommodated, if practicable. Hour-to-hour schedules of energy that is to be delivered shall be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's Control Area who have multiple requests for Transmission Service at a Point of Receipt, each of which is less than 1,000 kW per hour, may consolidate their service requests at a common Point of Receipt into increments of 1,000 kW per hour. Scheduling changes shall be permitted up to thirty (30) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule change. The Transmission Provider shall furnish to the Delivering Party's system operator, hour-to-hour 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.
- 14.7 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 provisions herein for reliability reasons when an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System. The Transmission Provider reserves the right to interrupt, in whole or in part, Non-Firm Point-to-Point Transmission Service provided under the provisions herein for economic reasons in order to accommodate (1) a request for

Firm Transmission Service, (2) a request for Non-Firm Point-to-Point Transmission Service of greater duration, (3) a request for Non-Firm Point-to-Point Transmission Service of equal duration with a higher price, or (4) a request for Transmission Service for Network Customers from non-designated resources. The Transmission Provider shall also interrupt or curtail service to the Transmission Customer to the extent that deliveries for transmission are interrupted or curtailed at the Point(s) of Receipt. Where required, Curtailments or Interruptions shall 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 Transmission Service. Should multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions shall be made to transactions of the shortest term (e.g., hourly non-firm transactions shall be curtailed or interrupted before daily non-firm transactions, and daily non-firm transactions shall be curtailed or interrupted before weekly non-firm transactions). Transmission Service for Network Customers from resources other than designated resources shall have a higher priority than any Non-Firm Point-to-Point Transmission Service under the provisions herein. Non-Firm Point-to-Point Transmission Service over secondary Point(s) of Receipt and Delivery shall have lower priority than any Non-Firm Point-to-Point Transmission Service under the provisions herein. The Transmission Provider shall 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 shall 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.

- 15.2 Determination of Available Transmission Capability:** A description of the Transmission Provider's specific methodology for assessing available transmission capability posted on the Transmission Provider's OASIS site (Section 4) is contained in Attachment C herein. In the event sufficient transmission capability may not exist to accommodate a service request, the Transmission Provider shall respond by performing a System Impact Study.
- 15.3 Revoked**
- 15.4 Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System:** 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 shall use due diligence to expand or modify its Transmission System to provide the requested Firm Transmission Service, provided the Transmission Customer agrees to compensate the Transmission Provider for such costs pursuant to the terms of Section 27. The Transmission Provider shall conform to Good Utility Practice in determining the need for Network Upgrades and in the design and construction of such upgrades. This obligation applies only to those facilities that the Transmission Provider has the right to expand or modify.
- 15.5 Deferral of Service:** The Transmission Provider may defer providing service until it completes construction of the Network Upgrades needed to provide Firm Point-to-Point Transmission Service whenever the Transmission Provider determines that providing the requested service would, without such upgrades or new facilities, impair or degrade reliability of any existing firm service.
- 15.6 Revoked**

15.7 Transmission Losses: Transmission losses are associated with all Transmission Service. The Transmission Provider is not obligated to provide transmission losses. The Transmission Customer is responsible for replacing losses associated with Transmission Service as calculated by the Transmission Provider. The factor applicable to transmission losses is 1.6% of the maximum hourly transfer, as measured at the Point(s) of Delivery.

16 Transmission Customer Responsibilities

16.1 Conditions Required of Transmission Customers: The Transmission Provider shall provide Point-to-Point Transmission Service only if the following conditions are met by the Transmission Customer:

- a. The Transmission Customer has submitted a Completed Application for service;
- b. The Transmission Customer meets the creditworthiness criteria set forth in Section 11;
- c. The Transmission Customer shall have arrangements in place for any other Transmission Service necessary to effect delivery from the generating facility to the Transmission Provider prior to the time service under Part II herein commences;
- d. The Transmission Customer agrees to pay for any Network Upgrade chargeable to such Transmission Customer under Part III herein, 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 Service Agreement

16.2 Transmission Customer Responsibility for Third-Party Arrangements: Any scheduling arrangements that may be required by other power systems shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall notify the Transmission Provider, unless waived by the latter, identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by the Transmission Provider pursuant to Part II herein on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the Transmission Provider shall undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other power 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 shall include a written Application to: Cedars Rapids Transmission Company limited, General Manager, 944, rue Principale, Rivière Beaudette, Québec, J0P 1R0, at least sixty (60) days prior to the calendar month during which service is to commence. The Transmission Provider shall 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 frame provided in Section 17.5. All Applications for Firm Point-to-Point Transmission Service shall be submitted by entering the information listed below on the Transmission Provider's OASIS site. This method shall 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 including but not limited to the following:

- (i) The identity, address, telephone number and fax number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the provisions herein;
- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- (iv) 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 shall treat this information as confidential, except to the extent that disclosure of this information is required by the provisions herein, by regulatory or judicial order, for reliability purposes following Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations;
- (v) A description of the supply characteristics of the capacity and energy to be delivered;
- (vi) An estimate of the capacity and energy expected to be delivered to the Receiving Party;
- (vii) The Service Commencement Date and the term of the requested Transmission Service; and
- (viii) The transmission capacity 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 transmission capacity requirement.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

17.3 Deposit: A Completed Application for Firm Point-to-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by the Transmission Provider because it does not meet the conditions for service as set forth herein, or in the case of Applications for service arising in connection with losing bidders in a request for proposals, said deposit shall be returned with interest less any reasonable costs incurred by the Transmission Provider to review the losing bidder's Application. The deposit also shall be returned with interest less any reasonable costs incurred by the Transmission Provider if the Transmission Provider is unable to complete Network Upgrades needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-to-Point Transmission Service, the deposit shall be refunded in full, with interest, 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 shall provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if it disagrees with the deducted costs. Deposits associated with Network Upgrades are subject to the provisions of Section 19. If a Service Agreement for Firm Point-to-Point Transmission Service is executed, the deposit, with interest, shall be returned to the Transmission Customer upon expiration of the Service Agreement for Firm Point-to-Point Transmission Service. Applicable interest shall be at the prime commercial rate per annum as then in effect and announced from time to time by the Bank of Montréal, at its main office in Montréal, Québec, and shall be calculated from the day the deposit check is credited to the Transmission Provider's account.

- 17.4 Notice of Deficient Application:** If an Application fails to meet the requirements herein, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider shall 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, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II herein, 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 transmission capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but no later than thirty (30) days after the date of receipt of a Completed Application, either (i) that it will be able to provide service without performing a System Impact Study, or (ii) that such a study is needed to evaluate the impact of the Application pursuant to Section 19.1.
- 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) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 shall govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement within fifteen (15) days after it is tendered by the Transmission Provider shall be deemed a withdrawal or a termination of the Application and any deposit submitted shall be refunded with interest. 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 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 Transmission Service for each year or fraction thereof. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be accommodated only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity shall be released unless the following condition is satisfied. Within thirty (30) 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 previously paid shall 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 shall submit a Completed Application to the Transmission Provider. Applications shall be submitted by entering the information listed below on the Transmission Provider's OASIS site. This method shall provide a time-stamped record for establishing the priority of the Application.

18.2 Completed Application: A Completed Application shall provide all of the information including but not limited to the following:

- (i) the identity, address, telephone number and fax number of the entity requesting service;

- (ii) a statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the provisions herein;
- (iii) the Point(s) of Receipt and the Point(s) of Delivery;
- (iv) the maximum capacity required at each Point of Receipt and Point of Delivery; and
- (v) the proposed dates and hours for initiating and terminating Transmission Service hereunder.

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

- (vi) the electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and
- (vii) the electrical location of the ultimate load.

The Transmission Provider shall treat the information required under (vi) and (vii) as confidential, at the request of the Transmission Customer, except to the extent that disclosure of this information is required by the provisions herein, by regulatory or judicial order, for reliability purposes following Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission' regulations.

18.3 Reservation of Non-Firm Point-to-Point Transmission Service: Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence; requests for daily service shall be submitted no earlier than two (2) days before service is to commence; and requests for hourly service shall be submitted no earlier than 8:00 a.m. the day

before service is to commence. Requests for service received later than 1:00 p.m. the day before service is to commence shall be accommodated if practicable.

18.4 Determination of Available Transmission Capability: Following receipt of a tendered schedule the Transmission Provider shall determine, on a non-discriminatory basis, the available transmission capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt of the tendered schedule, but within 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) 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 an Application 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 conducting a System Impact Study is provided in Attachment D. 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) 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) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its application shall be

deemed withdrawn and its deposit shall be returned with interest pursuant to Section 17.3.

19.2 System Impact Study Agreement and Cost Reimbursement:

- (i) The System Impact Study Agreement shall clearly specify the maximum applicable charge, based on 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 shall not be assessed a charge for such existing studies; however, the Eligible Customer shall be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary in order to evaluate the impact of the Eligible Customer's service request on the Transmission System.
- (ii) 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.
- (iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost pursuant to Section 8.

19.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, the Transmission Provider shall use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options 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. The Transmission Provider shall 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 upon completion of the System Impact Study whether the Transmission System will be adequate to accommodate all or part of a request for service or whether costs are likely to be incurred for Network Upgrades. In order for a request to remain a Completed Application, within forty-five (45) days of completion of the System Impact Study the Eligible Customer shall execute a Service Agreement, failing which the Application shall be deemed terminated and withdrawn.

19.4 Facilities Study Procedures: If a System Impact Study indicates that Network Upgrades are needed to accommodate the Eligible Customer's service request, the Transmission Provider, within forty-five (45) days of 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) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest pursuant to Section 17.3. Upon receipt of an executed Facilities Study

Agreement, the Transmission Provider shall use due diligence to complete the required Facilities Study within a sixty (60) 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 shall include a good faith estimate of: (i) the Eligible Customer's appropriate share of the cost of any required Network Upgrades that the Eligible Customer must reimburse to the Transmission Provider pursuant to the provisions of Part II of the Tariff, and (ii) 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 Network Upgrades consistent with commercial practices as established under Québec law. The Transmission Customer shall have thirty (30) days to execute a Service Agreement and provide the required letter of credit or other form of security, failing which the request shall 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 Network Upgrades as proposed shall require development of a revised good faith estimate. New good faith estimates also shall 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 Network Upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of the Tariff.

- 19.6 Due Diligence in Completing Network Upgrades:** The Transmission Provider shall use due diligence to add necessary facilities to its Transmission System within a reasonable time. The Transmission Provider shall not modify 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 transmission 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 it can accommodate without Network Upgrades or 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 Network Upgrades until such upgrades have been put in service.
- 19.8 Expedited Procedures for Network Upgrades:** In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by asking 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 under the provisions herein. In order to exercise this option, the Eligible Customer shall require in writing an Expedited Service Agreement covering all of the aforementioned items within thirty (30) days of receiving the results of the System Impact Study identifying needed Network Upgrades or costs incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of Network Upgrade costs and other charges that may be incurred, such estimate shall not be binding and the

Eligible Customer shall agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions herein. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt, failing which the Eligible Customer's service request shall cease to be a Completed Application and shall be deemed terminated and withdrawn.

20 Procedures if the Transmission Provider is Unable to Complete Network Upgrades for Firm Point-to-Point Transmission Service

20.1 Delays in Completing Network Upgrades: If any event occurs that will materially affect the time for completion of Network Upgrades 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) 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 in the Transmission Provider's possession that is reasonably needed by the Transmission Customer to evaluate any alternatives.

20.2 Alternatives to the Original Network Upgrades: When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned Network Upgrades, 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 require the Transmission Provider to submit a revised Service Agreement for Firm Point-to-Point Transmission Service. If the alternative solely involves Non-Firm Point-to-Point Transmission Service, the Transmission Provider shall promptly tender a Service Agreement for Non-Firm Point-to-Point Transmission Service to provide

such 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 set forth in Section 12 herein.

20.3 Refund Obligation for Uncompleted Network Upgrades: If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternative exists and the requested service cannot be provided from existing capability under the conditions of Part II herein, 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 with interest pursuant to Section 17.3. However, the Transmission Customer shall be responsible for all prudently incurred by the Transmission Provider during the time construction was suspended.

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

21.1 Responsibility for Upgrades to Third-Party Systems: The Transmission Provider shall not be responsible for making arrangements for any 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 shall undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other power system pursuant to Good Utility Practice.

21.2 Coordination of Third-Party System Additions: In circumstances where the need for Network Upgrades is identified pursuant to the provisions of Part II herein, and if such upgrades further require the addition of transmission facilities on other systems, the Transmission Provider shall have the right to coordinate its own

Network Upgrades 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 Network Upgrades 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 Network Upgrades and the specific problems which must be resolved before it will initiate or resume such upgrades. Within sixty (60) days of receiving written notice by the Transmission Provider of its intent to defer Network Upgrades pursuant to this Section, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures set forth in Section 12 herein.

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 on the Transmission Provider to provide Transmission Service on a non-firm basis over Points of Receipt or Delivery other than those specified in the Service Agreement ("Secondary Points of Receipt and Delivery"), 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 Points of Receipt and Delivery shall be non-firm only, on an as-available basis and shall not displace any firm or non-firm service reserved or scheduled by third parties under the provisions herein .
- b) The sum of all Firm and Non-Firm Point-to-Point Transmission Service provided to the Transmission Customer at any time pursuant to this Section shall not exceed the Reserved Capacity in the relevant Service 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 Points of Receipt and Delivery specified in the relevant Service Agreement in the amount of its original capacity reservation.
- d) Service over Secondary Points of Receipt and Delivery on a non-firm basis shall not require submitting an Application for Non-Firm Point-to-Point Transmission Service under the provisions herein. However, all other requirements of Part II herein (except as to transmission rates) shall apply to Transmission Service on a non-firm basis over Secondary Points of Receipt and Delivery.

22.2 Modifications on a Firm Basis: Any request by a Transmission Customer to modify Points of Receipt or Delivery on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, 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. While such new request is pending, the Transmission Customer shall retain its priority for firm service at the existing Points of Receipt and Delivery specified in its Service Agreement.

23 Sale or Assignment of Transmission Service

23.1 Procedures for Assignment or Transfer of Service: 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 not exceed the higher of: (i) the original rate paid by the Reseller, (ii) the Transmission Provider's maximum rate on file at the time of the assignment, or (iii) the Reseller's opportunity cost. If the Assignee does not request any change in the

Points of Receipt or Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee shall receive the same services as did the Reseller and the priority of service for the Assignee shall be the same as that of the Reseller. A Reseller shall notify the Transmission Provider as soon as practicable of any assignment or transfer of service but in any event, notice must be given before service is provided to the Assignee. The Assignee shall be subject to all terms and conditions contained herein. If the Assignee requests a change in service, the reservation priority of service shall be determined by the Transmission Provider pursuant to Section 13.2.

23.2 Limitations on Assignment or Transfer of Service: If the Assignee requests a change in the Point(s) of Receipt or Delivery, or a change in any other specifications set forth in the original Service Agreement, the Transmission Provider shall consent to such change subject to the provisions herein, provided that the change will not impair the operation and reliability of the Transmission System, generating stations or distribution systems in the Transmission Provider's Control Area. 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 payable by the customer 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, Resellers may use the Transmission Provider's OASIS site to post transmission capacity available for resale.

24 Metering and Power Factor Correction at Point(s) of Receipt and Delivery

24.1 Transmission Customer Obligations: Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering equipment to accurately account for the capacity and energy being transmitted under Part II herein and to communicate the information to the Transmission Provider. Such metering equipment shall remain the property of the Transmission Customer. Notwithstanding the foregoing, for security reasons, when any such equipment is to be installed or maintained or otherwise required access to the Transmission Provider's system, such installation, maintenance or access shall be made by the Transmission Provider only, at the Transmission Customer's expense.

Furthermore, the Transmission Provider may offer the Transmission Customer full metering services when metering equipment must be installed on the Transmission Provider's system.

24.2 Transmission Provider Access to Metering Data: The Transmission Provider shall have access to metering data that 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 and Non-Firm Point-to-Point Transmission Service are provided in the Schedules appended hereto: Firm Point-to-Point Transmission Service (Schedule 7); and Non-Firm Point-to-Point Transmission Service (Schedule 8). The Transmission Provider shall be subject to the provisions of Part II herein when making Third-Party Sales. The Transmission

Provider shall account for use of the Transmission System at the rates set forth herein, pursuant to the provisions of Section 8.

26 Revoked:

27 Compensation for Network Upgrade 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 Network Upgrades, the Transmission Customer shall be responsible for the associated costs. Whenever a System Impact Study performed by the Transmission Provider identifies capacity constraints that may be relieved more economically by redispatching Transmission Provider's resources than by Network Upgrades to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs pursuant to the provisions herein

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

The Transmission Provider shall provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained herein and in 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. Network Integration Transmission Service also may be used by the Network Customer to deliver economic 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 shall be provided pursuant to the applicable terms and conditions of Part II herein.

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 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 herein. The Network Customer taking Network Integration Transmission Service shall obtain or provide Ancillary Services pursuant to Section 3.

28.2 Transmission Provider Responsibilities: The Transmission Provider shall 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 shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and bring into service sufficient transmission capacity to deliver the Network Customer's Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Provider delivers resources to Native Load Customers.

28.3 Network Integration Transmission Service: The Transmission Provider shall provide Firm Transmission Service over its Transmission System to the Network Customer for the delivery of capacity and energy from Network Resources designated by the customer to serve Network Loads designated by the customer on a basis that is comparable to the Transmission Provider's use of the Transmission System to reliably serve Native 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 shall have a higher priority than any Non-Firm Point-to-Point Transmission Service under Part II herein.

- 28.5 Transmission Losses:** Transmission losses are associated with all Transmission Service. The Transmission Provider is not obligated to provide transmission losses. The Network Customer is responsible for replacing losses associated with Transmission Service as calculated by the Transmission Provider. The applicable transmission loss factors are as follows: a rate of 1.6% of the maximum hourly flow as measured at the Point(s) of Delivery.
- 28.6 Restrictions on Use of Service:** The Network Customer shall not use Network Integration Transmission Service to (i) sell capacity and energy to non-designated loads, or (ii) directly or indirectly provide Transmission Service to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-to-Point Transmission Service under Part II herein for any Third-Party Sale which requires use of the Transmission Provider's Transmission System.

29 Initiating Service

- 29.1 Condition Precedent to Receiving Service:** Subject to the terms and conditions of Part III herein, the Transmission Provider shall 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 herein, (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III herein, and (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G.
- 29.2 Application Procedures:** An Eligible Customer requesting service under Part III herein shall submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far in advance of the month in which service is to commence as practicable. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service

shall be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications shall be submitted by entering the information listed below on the Transmission Provider's OASIS site. This method shall provide a time-stamped record for establishing the priority of the Application.

A Completed Application shall provide all of the following information:

- (i) The identity, address, telephone number and fax number of the Party requesting service;
- (ii) A statement that the Party requesting service is, or will be upon commencement of service, an Eligible Customer under the provisions herein;
- (iii) A description of Network Load at each Point of Delivery. This description shall separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description shall include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after service is to commence;
- (iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (as if such load were not interruptible), that portion of the load subject to Interruption, the conditions under which an Interruption can be implemented and any limitations on the amount and frequency of Interruptions. An Eligible Customer shall identify the amount of interruptible customer load (if any) included in the 10-year load forecast provided in response to (iii) above;
- (v) A description of Network Resources (current and 10-year projection), which shall include, for each Network Resource:
 - the size of the generating unit and capacity from that unit to be designated as Network Resource, as well as any generating station that may supply a Network Resource
 - VAR capability (both leading and lagging) of all generators
 - operating restrictions
 - any periods of restricted operation throughout the year
 - maintenance schedules

- minimum loading level of the unit
 - normal operating level of the unit
 - any must-run unit designations required for system reliability or contract reasons
 - the list of management measures for redispatch
 - arrangements governing Third-Party Sales and deliveries of capacity from generating facilities located in the Transmission Provider's Control Area, where only a portion of the unit's output is designated as a Network Resource
 - description of the purchased power designated as a Network Resource, including source of supply, Control Area location, transmission arrangements and Point(s) of Receipt on the Transmission Provider's Transmission System;
- (vi) Description of the Eligible Customer's Transmission System:
- power 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 a power flow format compatible with that used by the Transmission Provider
 - operating restrictions needed for reliability
 - operating guides used 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 (v) above
 - 10-year projection of Network Upgrades
 - Transmission System maps that include any proposed Network Upgrades
 - thermal ratings of the Eligible Customer's Control Area ties with other Control Areas; and
- (vii) Service Commencement Date and term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year.

Unless the Parties agree to a different time frame, the Transmission Provider shall acknowledge the request within ten (10) days of receipt. The acknowledgment shall 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, the Transmission Provider shall notify the Eligible Customer

requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever practicable, the Transmission Provider shall 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 submitting a new or revised Application that fully complies with the requirements of this Section. The Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information in a manner consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

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 that may be imposed, reasonably and consistently 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 conditional on the Network Customer's constructing, maintaining and operating the facilities on its side of each Point of Delivery 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 Point of Delivery or interconnection.

29.5 Revoked

30 Network Resources

30.1 Designation of Network Resources: Network Resources shall include all generation owned or purchased by the Network Customer designated to serve Network Load under the provisions herein. Network Resources cannot 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. 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 unless the Network Customer changes the designation of such resources.

30.2 Designation of New Network Resources: The Network Customer may designate a new Network Resource, providing the Transmission Provider with as much advance notice as practicable. A designation of a new Network Resource shall be made by a request for modification of service pursuant to an Application under Section 29.

30.3 Termination of Network Resources: The Network Customer may terminate at any time the designation of all or part of a generating resource as a Network Resource but shall so notify the Transmission Provider as soon as reasonably practicable.

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 its designated Network Load plus losses.

30.5 Network Customer Redispatch Obligation: As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its

Network Resources if so requested by the Transmission Provider pursuant to Section 33.2. To the extent practicable, the redispach of resources pursuant to this Section shall be on a least-cost, non-discriminatory basis between all Network Customers and Firm Point-to-Point Service Customers.

- 30.6 Transmission Arrangements for Network Resources with No Physical Connection to the Transmission Provider's System:** 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 shall undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including the provision of any information or data required by the other entity pursuant to Good Utility Practice.
- 30.7 Limitation on Designation of Network Resources:** The Network Customer shall 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 herein.
- 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 Load Ratio Share.
- 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 shall demonstrate that its transmission facilities are integrated into the planning and operations of the Transmission Provider to serve all of its power and Transmission Customers. For facilities constructed by the Network Customer subsequent to the Service Commencement Date under Part III herein, 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 shall 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 to the Transmission Provider's System: The Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable of the designation of a new Network Load that will be added to its Transmission System. Designation of a new Network Load shall be made through a modification of service pursuant to a new Application. The Transmission Provider shall use due diligence to make the Network Upgrades required to interconnect a new Network Load designated by the Network Customer. The costs associated with upgrades required to interconnect a new Network Load shall be determined in accordance with the procedures provided in Section 32.4 and shall be charged to the Network Customer.

31.3 Network Load with No Physical Connection to the Transmission Provider's System: This Section applies to both initial designation pursuant to Section 31.1

and the subsequent addition of a new Network Load not physically interconnected with the Transmission Provider's system. 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 (1) including the entire load as Network Load for all purposes under Part III herein and designating Network Resources in connection with such additional Network Load, or (2) excluding that entire load from its Network Load and purchasing Point-to-Point Transmission Service under Part II herein. 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, the request shall 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 Point of Delivery 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 Network Upgrades made by the Transmission Provider and charged to the Network Customer under the Service Agreement. However, the Transmission Provider shall treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.
- 31.6 Annual Updates of Load and Resource Information:** The Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for

Network Integration Transmission Service under Part III herein. The Network Customer also shall provide the Transmission Provider with timely written notice of material changes in any other information provided in its Application relating to its Network Load, Network Resources, 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 an Application 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 conducting a System Impact Study is provided in Attachment D. 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) 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) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest.

32.2 System Impact Study Agreement and Cost Reimbursement:

(i) The System Impact Study Agreement shall clearly specify the maximum applicable charge, based on the Transmission Provider's estimate of the actual cost and the 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 shall not be assessed a charge for such existing studies; however, the Eligible Customer shall be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary in order to evaluate the impact of the Eligible Customer's service request on the Transmission System.

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

32.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, the Transmission Provider shall use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options 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. The Transmission Provider shall 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 upon completion of the System Impact Study whether the Transmission System will be adequate to accommodate all or part of a request for service or whether costs are likely to be incurred for Network Upgrades. In order for a request to remain a Completed Application, within forty-five (45) days of completion of the System Impact Study the Eligible Customer shall execute a Service Agreement, failing which the Application shall be deemed terminated and withdrawn.

32.4 Facilities Study Procedures: If a System Impact Study indicates that Network Upgrades are needed to supply the Eligible Customer's service request, the Transmission Provider, within forty-five (45) days of completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement under 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) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider shall use due diligence to complete the required Facilities Study within a sixty (60) 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 shall include a good faith estimate of (i) the Eligible Customer's appropriate share of the

cost of any required Network Upgrades for which the Eligible Customer must reimburse to the Transmission Provider, and (ii) 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 the Network Upgrades consistent with commercial practices as established under Québec law. The Eligible Customer shall have thirty (30) days to execute a Service Agreement and provide the required letter of credit or other form of security, failing which the request shall no longer 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. The Parties shall 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 shall 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 shall take whatever actions, consistent with Good Utility Practice, are reasonably necessary to maintain the reliability of its system. To the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider shall initiate procedures pursuant to the Network Operating Agreement to

redispatch all Network Resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this Section may not unduly discriminate between the Transmission Provider's use of the Transmission System on behalf of Native Load Customers, Firm Point-to-Point Transmission Service Customers, and any Network Customer's use of the Transmission System to serve its 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, Firm Point-to-Point Transmission Service Customers, the Transmission Provider and Network Customers shall all bear a proportionate share of the total redispatch cost.

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.

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 shall be proportionally shared among Firm Point-to-Point Transmission Service Customers, Native Load Customers and the Network Customer. The Transmission Provider shall not direct the Network Customer to curtail schedules to an extent greater than Point-to-Point Firm Transmission Service Customers and Native Load Customers would curtail their own 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 Firm Point-to-Point Transmission Service Customers, Native Load Customers 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 herein, 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 shall give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service shall be not unduly discriminatory relative to the Transmission Provider's use of the Transmission System on behalf of Native Load Customers. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that the Network Customer should fail to comply with established Load-Shedding and Curtailment procedures.

34 Rates and Charges

The Network Customer shall pay the Transmission Provider any Network Upgrade and Ancillary Service charges, and applicable study costs, 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 H herein. A new Network Customer shall pay the monthly demand charge commencing on the first day of the month during which Network Integration Transmission Service is initiated.

34.2 Determination of the Network Customer's Annual Load: The Network Customer's annual load corresponds to the projected annual peak demand of that Network Customer over the calendar year during which Network Integration Transmission Service is provided.

34.3 Determination of the Transmission Provider's Annual Transmission System Load: The Transmission Provider's Annual Transmission System Load corresponds to the projected annual peak demand for the Native Load plus the sum of the projected annual peak demand for each of the Network Customers.

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

34.5 Revoked

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 herein 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 and relaying equipment), (ii) transfer data between the Parties (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, voltage schedules, loss factors and other real-time data), (iii) use software 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 herein, including scheduling protocols. The Network Operating Agreement shall recognize that the Network Customer shall either (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Council (NERC) and the Northeast Power Coordinating Council (NPCC), or (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 NERC and the NPCC 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 G.

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

System Control Service

This service is required to schedule the movement of power through, within, out of, 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. System Control Service shall be provided directly by the Transmission Provider. The Transmission Customer shall purchase this service from the Transmission Provider.

At present, the Transmission Provider does not have a separate rate for this service.

To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

SCHEDULE 2

Voltage Control Service

In order to maintain within acceptable limits voltages on the Transmission Provider's transmission facilities, generating facilities (in the Control Area where the Transmission Provider's transmission facilities are located) are operated to produce or absorb reactive power. Thus, an amount of reactive power must be produced or absorbed by generating facilities for each transaction on the Transmission Provider's transmission facilities. The amount of reactive power required is 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.

Voltage Control Service from generating facilities shall be provided directly by the Transmission Provider. The Transmission Customer shall purchase this service from the Transmission Provider. The charges for such service shall be based on the rates set forth below.

To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

SCHEDULE 3

Frequency Control Service

Frequency Control Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining system frequency at sixty cycles per second (60 Hz). Frequency Control Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generation control equipment, the load-frequency controller) 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 shall offer this service when the Transmission Service is used to serve load within its Control Area. The Transmission Customer shall either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Frequency Control Service obligation. The charges for such service shall be based on the rates set forth below.

To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

SCHEDULE 4

Energy Imbalance Service

Energy Imbalance Service is provided when a difference occurs between the scheduled delivery and the actual delivery of energy to a load located within a Control Area over a single hour. The Transmission Provider shall offer this service when the Transmission Service is used to serve load within its Control Area. The Transmission Customer shall either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Energy Imbalance Service obligation.

The Transmission Provider shall establish a deviation band of ± 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). Parties shall attempt to eliminate energy imbalances within the limits of the deviation band within thirty (30) days. If an energy imbalance is not corrected within thirty (30) days, the Transmission Customer shall compensate the Transmission Provider for such service at the rates set forth below. The amount of energy that exceeds the deviation band shall also be subject to the rates below.

To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

SCHEDULE 5

Operating Reserve – Spinning Reserve Service

Spinning Reserve Service is needed to ensure continuity of service under first-contingency conditions on the system. Spinning Reserve Service on the system is provided by generating units distributed over the system and loaded at less than maximum output. The Transmission Provider shall offer this service when the Transmission Service is used to serve load within its Control Area. The Transmission Customer shall either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. The charges for such service shall be based on the rates set forth below.

To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

SCHEDULE 6

Operating Reserve – Non-Spinning Reserve Service

Non-Spinning Reserve Service is needed to serve load in the event of a system contingency. It is not, however, available immediately to serve load but rather within a short period of time. Non-Spinning Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load. The Transmission Provider shall offer this service when the Transmission Service is used to serve load within its Control Area. The Transmission Customer shall either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Ancillary Reserve Service obligation. The charges for such service shall be based on the rates set forth below.

To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-to-Point

Transmission Service

Rates effective 2010-01-01

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

- 1) **Yearly delivery:** one-twelfth of the demand charge of \$8.76/kW of Reserved Capacity per year.
- 2) **Monthly delivery:** \$0.73/kW of Reserved Capacity per month.
- 3) **Weekly delivery:** \$0.17/kW of Reserved Capacity per week.
- 4) **Daily delivery:** \$0.03/kW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for daily delivery, shall not exceed the rate specified in (3) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

- 5) **Discounts:** If the Transmission Provider offers an affiliate a rate discount or attributes a discounted transmission rate to its own transactions, the Transmission Provider must offer at the same time the same discounted Firm Point-to-Point Transmission Service rate to all Eligible Customers on the same path and on all unconstrained transmission paths. Information regarding any firm transmission discounts must be posted on the OASIS pursuant to Part 37 of the Commission's regulations. In addition, discounts to non-affiliates must be offered in a not unduly discriminatory manner.
- 6) When a Transmission Customer execute a Service Agreement with the Transmission Provider and the Reserved Capacity of such Agreement is equal (unless reduced for losses) to the Reserved Capacity of a Service Agreement executed with Hydro-Québec, and such Reserved Capacity is used to deserve a unique electrical transaction, only

Hydro-Québec's rates shall apply and no charge shall apply pursuant to the Transmission Provider Service Agreement.

SCHEDULE 8

Non-Firm Point-to-Point Transmission Service

Rates effective 2010-01-01

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 below.

- 1) **Monthly delivery:** \$0.73/kW of Reserved Capacity per month.
- 2) **Weekly delivery:** \$0.17/kW of Reserved Capacity per week.
- 3) **Daily delivery:** \$0.02/kW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for daily delivery, shall not exceed the rate specified in Section 2 above multiplied by the highest amount in kilowatts of Reserved Capacity in any day during such week.

- 4) **Hourly delivery:** The basic charge shall be that agreed upon by the Parties at the time this service is reserved and in no event shall exceed \$0.001/kWh. The total demand charge in any day, pursuant to a reservation for hourly delivery, shall not exceed the rate specified in Section 3 above multiplied by the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for hourly or daily delivery, shall not exceed the rate specified in Section 2 above multiplied by the highest amount in kilowatts of Reserved Capacity in any hour during such week.

- 5) **Discounts:** If the Transmission Provider offers an affiliate a rate discount or attributes a discounted transmission rate to its own transactions, the Transmission Provider must offer at the same time the same discounted Non-Firm Point-to-Point Transmission Service rate to all Eligible Customers on the same path and on all unconstrained transmission paths. Information regarding any non-firm transmission discounts must be posted on the OASIS pursuant to Part 37 of the Commission's regulations. In addition, discounts to non-affiliates must be offered in a not unduly discriminatory manner.

- 6) When a Transmission Customer execute a Service Agreement with the Transmission Provider and the Reserved Capacity of such Agreement is equal (unless reduced for losses) to the Reserved Capacity of a Service Agreement executed with Hydro-Québec, and such Reserved Capacity is used to deserve a unique electrical transaction, only Hydro-Québec's rates shall apply and no charge shall apply pursuant to the Transmission Provider Service Agreement.

ATTACHMENT A

Service Agreement Form for

Firm Point-to-Point Transmission Service

- 1.0 This Service Agreement, dated as of _____, is entered into by and between Cedars Rapids Transmission Company Limited (the "Transmission Provider") and _____ (the "Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-to-Point Transmission Service under the *Tariff*.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in the amount of \$_____, in accordance with the provisions of Section 17.3 of the *Tariff*.
- 4.0 Service under this Agreement shall commence on the later of (1) _____, or (2) the date on which construction of Network Upgrades is completed. Service under this Agreement shall terminate on _____.
- 5.0 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.

6.0 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:

Transmission Customer:

7.0 The *Tariff* is incorporated herein and made a part hereof.

8.0 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 Title Date

Transmission Customer:

By : _____
Name Title Date

Specifications for Firm Point-to-Point Transmission Service

1.0 Term of Transaction: _____
Start Date: _____
Termination Date: _____

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

3.0 Point(s) of Receipt _____
Delivering Party _____

4.0 Point(s) of Delivery _____
Receiving Party _____

5.0 Maximum capacity and energy to be transmitted (Reserved Capacity):

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

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

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions shall be determined in accordance with the *the terms and conditions of the Tariff.*)

8.1 Transmission Charge: _____

8.2 System Impact Study and/or Facilities Study Charges:

8.3 Revoked

8.4 Ancillary Services Charges: _____

8.5 Redispatch Charges: _____

8.6 Network Upgrade Charges: : _____

ATTACHMENT B

Service Agreement Form for

Non-Firm Point-to-Point Transmission Service

- 1.0 This Service Agreement, dated as of _____, is entered into by and between Cedars Rapids Transmission Company Limited (the "Transmission Provider") and _____ (the "Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the *Tariff* and has filed a Completed Application for Non-Firm Point-to-Point Transmission Service in accordance with Section 18.2 of the *Tariff*.
- 3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information that the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-to-Point Transmission Service in accordance with the provisions of Part II of the *Tariff* and this Service 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.
- 7.0 Transmission Provider:

- Transmission Customer:

- 8.0 The *Tariff* is incorporated herein and made a part hereof.
- 9.0 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 Title Date

Transmission Customer:

By : _____
Name Title Date

ATTACHMENT C

Methodology to Assess Available Transmission Capability

1. Available Transmission Capability (ATC) is the amount of unused Total Transfer Capability (TTC) after consideration of system reliability margin and requirements to:
 - (a) meet obligations of existing Transmission Service for the delivery of resources to Native Load Customers;
 - (b) meet obligations of existing contracts under which Transmission Service is provided; and
 - (c) meet obligations of existing accepted or queued valid Applications for Transmission Service.

2. The following guidelines and principles are applied to assess ATC:
 - (a) Good Utility Practice;
 - (b) Northeast Power Coordinating Council (NPCC) criteria and guidelines; and
 - (c) Transmission Provider's applicable criteria and rules.

3. To estimate TTC, the Transmission Provider uses off-line computer simulations of its Transmission System under a specific set of assumed operating conditions. Outages of generating and transmission equipment shall appear in a simulated system configuration. The Total Transfer Capability, based on contingency analysis, is the transfer capability remaining after the most critical contingency while maintaining thermal, voltage and stability performance of the system consistent with Transmission Provider rules and practices and NPCC guidelines. In the case of radial interconnections (loads or generating units) or high-voltage direct-current (HVDC) interconnections, no contingency is considered in the TTC calculation due to the particular arrangement of these facilities. The Transmission Customer shall be advised of this situation by the Transmission Provider. However, planned or actual outages shall appear in the calculation.

When estimating ATC, appropriate adjustments are made for firm reservations.

Estimated transmission capability takes account only of constraints relating to transmission equipment. Thus, at interconnections where generating units must be isolated on the neighboring system, posted capability (TTC and ATC) may be higher than transferable local generating capability on the neighboring system. Prior agreement must be reached with the generator operating the generating unit for each reservation request for Transmission Service over such interconnections, and this at the generator's discretion. Such interconnections are posted on OASIS.

When it has been determined that sufficient transmission capability may not exist to accommodate an Application for Transmission Service, the Eligible Customer may request a System Impact Study.

ATTACHMENT D

Methodology for Completing a System Impact Study

1. The System Impact Study is conducted in the following manner:
 - (1) System impact shall be assessed based on reliability requirements to:
 - (a) meet obligations under Service Agreements entered into prior to the effective date of the *Tariff*;
 - (b) meet obligations for valid existing, accepted or queued Applications under the *Tariff*;
 - (c) meet planned emergency generation import requirements;
 - (d) account for power flows reasonably expected to occur on the Transmission System to supply Native Load Customers;
 - (e) maintain thermal, voltage and stability performance of the system in accordance with the guidelines and principles;
 - (f) consider the ability of the system to withstand, under transfer conditions, severe but credible disturbances without experiencing cascading outages, voltage collapse or widespread blackouts, in accordance with the guidelines and principles.
 - (2) The Transmission System shall be assessed following the guidelines and principles below:
 - (a) explore the adequacy of the Transmission System to accommodate an Application for Transmission Service;
 - (b) determine whether any additional costs must be incurred in order to provide Transmission Service; and
 - (c) discover any other potential problems.
 - (3) If the requested use cannot be accommodated without impairing system reliability, the System Impact Study analyzes the impact of the proposed Application for Transmission Service on thermal capability, transient and voltage stability of the Transmission System. Where operating guidelines can be used to increase the available transmission capability, such guidelines are to be used and if the operating procedure is to be exercised in another Control Area, the applicant for

Transmission Service shall contact the other Control Area to determine the general availability of the operating procedure.

- (4) If the System Impact Study indicates that Network Upgrades are needed to supply the applicant's Application for service, the procedures shall be the same as those used by the Transmission Provider for its own system expansion. The least-cost transmission expansion plan, including, but not limited to present value cost, losses, environmental aspects and reliability, shall be developed for consideration by the Transmission Provider. Based on the study results, the Transmission Customer can decide whether to proceed, modify or cancel its Application.
- (5) Upon receipt of a Facilities Study Agreement, the Transmission Provider performs a more precise engineering estimate of the costs of the Network Upgrades.

2. Guidelines and principles followed by the Transmission Provider - The Transmission Provider is a member of NPCC. When performing a System Impact Study, the Transmission Provider applies the following rules, as amended and/or adopted from time to time:

- (a) Good Utility Practice;
- (b) NPCC criteria and guidelines; and
- (c) Transmission Provider's criteria and rules.

3. Transmission System model representation - The Transmission Provider estimates Total Transfer Capability (TTC) using Transmission System models based on a library of load flow cases prepared by the Transmission Provider for studies of the Transmission Provider's Control Area. The models may include representations of other NPCC and neighboring systems. This library of load flow cases is maintained and updated as appropriate by the Transmission Provider and NPCC. The Transmission Provider uses system models that it deems appropriate for study of the Application for Transmission Service. Additional system models and operating conditions, including assumptions specific to a particular analysis, may be developed for conditions not available in the library of load flow cases. The system models may be modified, if necessary, to include additional system information on load, transfers and configuration, as it becomes available.

4. System conditions - The loading on all Transmission System elements shall be within normal ratings for pre-contingency conditions and within emergency conditions for post-contingency conditions. Transmission System voltage shall be within the applicable normal and emergency limits for pre- and post-contingency conditions respectively.
5. Short circuit - Transmission System short-circuit currents shall be within the applicable equipment design ratings.
6. Loss evaluation - The impact of losses on the Transmission Provider's Transmission System is taken into account in the System Impact Study to ensure Good Utility Practice in the evaluation of the costs to accommodate the Application for Transmission Service.
7. System protection - Protection requirements are evaluated by the Transmission Provider to determine the impact on existing system protection.

ATTACHMENT E

Index of Point-to-Point Transmission Service Customers

Customer

Date of Service Agreement

ATTACHMENT F

Service Agreement for Network Integration Transmission Service

- 1.0 This Service Agreement, dated as of _____, is entered into by and between Cedars Rapids Transmission Company Limited (the "Transmission Provider") and _____ (the "Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the *Tariff*.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in the amount of \$_____, in accordance with the provisions of Section 29.2 of the *Tariff*.
- 4.0 Service under this Agreement shall commence on the later of (1) _____, (2) the date on which construction of Network Upgrades is completed, or (3) 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 _____.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the *Tariff* and this Service 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:

Transmission Customer:

- 7.0 The *Tariff* is incorporated herein and made a part hereof.
- 8.0 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 Title Date

Transmission Customer:

By : _____
Name Title Date

Specifications for
Network Integration Transmission Service

1.0 Term of Transaction: _____
Start Date: _____
Termination Date: _____

3.0 General description of capacity and energy to be transmitted by the Transmission Provider, including the electric Control Area in which the transaction originates.

3.0 Detailed description and forecast of Network Load at each Point of Delivery:

4.0 Detailed description of each Network Resource, including any operating restrictions:

5.0 Detailed description of the Transmission Customer's anticipated use of Transmission Provider interfaces:

6.0 Description of any Transmission System owned or controlled by the Transmission Customer:

7.0 Name(s) of any intervening Transmission Provider(s):

8.0 The Network Customer agrees to take the following Ancillary Services from the Transmission Provider.

		Source
1. Scheduling, System Control and Dispatch	Yes	
2. Reactive Supply and Voltage Control	Yes	
3. Regulation and Frequency Response		*
4. Energy Imbalance		*
5. Spinning Reserve and Stability		*
6. Supplemental Reserve		*

* If "No", indicate source of this service.

9.0 Revoked

10.0 In addition to the charge for Transmission Service and charges for Ancillary Services as set forth in the *Tariff*, the customer shall be subject to the following charges:

10.1 System Impact Study and/or Facilities Study Charges:

10.2 Revoked

10.3 Redispatch Charges:

10.4 Network Upgrade Charges:

ATTACHMENT G **Network Operating Agreement**

This Network Operating Agreement is part of the Transmission Provider's *Open Access Transmission Tariff* and is subject to and in accordance with all provisions contained therein. All definitions and terms and conditions of the *Tariff* are incorporated herein by reference.

1. GENERAL TERMS AND CONDITIONS

The Transmission Provider agrees to provide Transmission Service to the Transmission Customer subject to the Transmission Customer operating its facilities in accordance with applicable Transmission Provider, or its affiliates, NERC and NPCC, criteria, rules, standards, procedures or guidelines as they may be changed from time to time. In addition, service to the Transmission Customer is provided subject to the terms and conditions contained herein.

1.1 CHARACTER OF SERVICE

All Transmission Service shall be in the form of three-phase sixty- (60-) hertz alternating current at a delivery voltage agreed to by both Parties.

1.2 MAINTENANCE SCHEDULING

The Transmission Provider, as appropriate, shall consult the Transmission Customer regarding the timing of any scheduled maintenance of the Transmission System that would affect service to the Transmission Customer.

1.3 INFORMATION REQUIREMENTS

The Transmission Customer shall be responsible for providing all information required by NPCC, NERC and the Transmission Provider necessary for planning, operations, maintenance and regulatory filings. This information may include, but is not limited to:

Load-related data:

- ten- (10-) year forecast of the load at each Point of Delivery:
 - hourly for the first week, updated daily for the three days before operation
 - weekly for the first year
 - monthly for the following nine (9) years
- power factor
- amount of interruptible load under contract, including Interruption terms, and actual level of this load

- Load-Shedding capability by Point of Delivery
- capability to shift load between Points of Delivery
- disturbance reports
- results of periodic metering and protection equipment tests and calibration
- planned changes to interconnection equipment or protection system
- voltage reduction capability

Resources and interconnected generating facilities:

- resource operating characteristics, including ramp rate limits, minimum run times, under frequency and over frequency relaying, etc.
- generation schedule if two or more generating sites are used
- ten (10) year forecast of resource additions, retirements and capability changes
- generator reactive capability
- results of periodic metering and protection equipment tests and calibration
- planned changes to generation parameters or protection system

Failure of the Transmission Customer to respond promptly and completely to the Transmission Provider's reasonable request for information shall result in a fine of \$100 per day payable to the Transmission Provider. Continued failure to respond shall constitute default.

In addition to the types of information listed above, the Transmission Customer shall supply accurate and reliable operating information to the Transmission Provider. Such information may include, but is not limited to, metered values for kWh, kW, KVAR, voltage, current, frequency, breaker status data and all other data necessary for reliable operation. The Transmission Provider may require such information to be provided electronically using a method such as Supervisory Control and Data Acquisition (SCADA), Remote Terminal Units (RTUs) or telemetering or to be transferred directly via an interface with the Transmission Provider's dispatch computer system. All equipment used for such purposes must be approved by the Transmission Provider.

The Transmission Customer shall advise the Transmission Provider if its Network Resource is capable of participation in system restoration and/or if it has black-start capability.

1.4 OPERATING REQUIREMENTS

The Transmission Customer shall not conduct any switching or other activity likely to affect the Transmission Provider's system without first contacting and receiving permission from the Transmission Provider.

The Transmission Customer shall balance the load between its individual Network Loads such that the difference in the individual phase currents is acceptable to the Transmission Provider.

The Transmission Customer's equipment shall comply with all environmental requirements to the extent that they impact operation of the Transmission Provider's system.

The Transmission Customer shall operate all of its equipment and facilities connected to the Transmission Provider's system, either directly or indirectly, in a safe, reliable and efficient manner. Such operations shall also conform to Good Utility Practice and all requirements and guidelines of the Transmission Provider, NERC, and NPCC.

The Transmission Customer shall be responsible for operating and maintaining security of its power system in a manner that avoids adverse impact to the Transmission Provider's system or the integrated regional system and complies with all applicable NPCC and Transmission Provider operating criteria, directives, rules, procedures, guidelines and interconnection standards as may be amended or adopted from time to time. These actions include, but are not limited to:

- voltage reduction Load Shedding
- under frequency Load Shedding
- manual Load Shedding
- transferring load
- implementing voluntary load reductions including interruptible customers
- starting up standby generation
- permitting controlled service restoration by the Transmission Provider following delivery contingencies on Transmission Provider facilities

The Transmission Provider reserves the right to specify turbine and/or generator control (e.g., droop) settings as determined by the System Impact Study, Facilities Study or any

subsequent studies. The Transmission Customer agrees to comply with such specifications at the Transmission Customer's expense.

Unless directed otherwise, the Transmission Customer shall operate its existing interconnected generating facilities with automatic voltage regulators. The voltage regulator shall control voltage at the Network Resource consistent with the range of voltage required by the Transmission Provider or NPCC.

1.5 DISCONTINUANCE OF SERVICE

If at any point in time, it is the Transmission Provider's judgment that the Transmission Customer is operating its equipment in a manner that would adversely impact the quality of service, reliability or safe operation of the Transmission Provider's system, the Transmission Provider may discontinue Transmission Service until the condition has been corrected.

If it is the Transmission Provider's judgment that an emergency exists or that significant adverse impact is imminent, service to the Transmission Customer may be discontinued without notice. Otherwise, the Transmission Provider shall provide the Transmission Customer with reasonable notice of a request to reduce generation or any intent to discontinue service. When practicable, the Transmission Provider shall also allow the Transmission Customer sufficient time to correct the problem.

1.6 EMERGENCY OPERATIONS

The Transmission Customer shall be subject to all applicable emergency operation standards and practices required by the Transmission Provider.

The Transmission Provider reserves the right to require customers to take actions required under the Transmission Provider's Operating Procedures. These actions may include, but are not limited to, running generation at maximum or minimum capability, voltage reduction, Load Shedding, transferring load between Points of Delivery, public appeals for load reduction, implementation of interruptible load programs and starting standby or idle generation.

2.0 METERING

The Transmission Provider shall provide Network Integration Transmission Service to each Point of Delivery specified in the Transmission Customer's Service Agreement. Each Point of Delivery shall have a unique identifier, meter location and meter number.

2.1 EQUIPMENT

All metering equipment and installations used to measure energy and capacity delivered to the Transmission Customer must be approved by the Transmission Provider. The Transmission Provider may require the installation of telemetering equipment for the purposes of billing, power factor measurements and to allow the Transmission Provider to operate its system reliably and efficiently. All such equipment shall be installed and maintained at the Transmission Customer's expense.

All meters shall be capable of measuring the instantaneous kW within each hour, net flow in kWh and reactive power flow.

2.2 SEALS

All meters shall be sealed, and the seals shall not be broken without prior approval by the Transmission Provider.

2.3 ACCESS

The Transmission Customer shall provide access, including telecommunications access, for a representative of the Transmission Provider, to the meters at reasonable times for the purposes of reading, inspecting and testing. The Transmission Provider shall use its best efforts not to interfere with normal business operations.

2.4 CALIBRATION AND MAINTENANCE

Unless otherwise mutually agreed, the meters shall not be tested or recalibrated or any of the connections, including those of the transformers, disturbed or changed except in the presence of duly authorized representatives of the Transmission Provider and the Transmission Customer or under emergency conditions or unless either Party, after reasonable notice, fails or refuses to have its representatives present

2.5 TESTING

The Transmission Provider shall make tests of the metering equipment following the Transmission Provider's standards of accuracy and procedures. The Transmission Provider shall notify the Transmission Customer prior to conducting any metering tests, and the Customer may observe the tests. If the meter is found to be inaccurate or otherwise defective, it shall be repaired, adjusted, or replaced at the Transmission Customer's expense.

3.0 INTERCONNECTION EQUIPMENT

The Transmission Customer's interconnection equipment shall meet all standards of Good Utility Practice.

3.1 COST

The Transmission Customer shall install, maintain and repair all interconnection equipment belonging to it at its expense.

The Transmission Provider shall not bear any costs of the interconnection with the Transmission Customer, including any changes as required by this Agreement.

3.2 INSPECTION

The Transmission Provider may inspect the Transmission Customer's interconnection equipment to determine if all standards of Good Utility Practice are met. The Transmission Provider shall not be required to deliver electricity to or receive electricity from the Transmission Customer until such requirements are met.

The Transmission Provider shall have the right, at the Transmission Customer's expense, to monitor the factory acceptance test, the field acceptance test, and the installation of any metering, data acquisition, transmission, protective or other equipment or software connected to the Transmission Provider's system.

3.3 NEW RESOURCES

The Transmission Customer shall not connect any generators after the execution of this Agreement without first informing the Transmission Provider in writing one hundred and eighty (180) days in advance of any such connection. Any third-party generating facilities connected after the date of the execution of this Agreement shall comply with the Transmission Provider's then-existing technical requirements for non-utility generation as it applies to generation connected directly to the Transmission Provider's system. The Transmission Customer shall be responsible to ensure compliance with these requirements.

In the event that a generator is added to the generating facilities of the Transmission Customer or any third party after the date of the execution of the Agreement, the Transmission Customer shall furnish, install and maintain equipment necessary to establish and maintain synchronism with the Transmission Provider's system.

3.4 PROTECTION EQUIPMENT

In order to protect the Transmission Provider's system from damage, to minimize the likelihood of injury to operating personnel and third parties, and to allow the Transmission Provider to maintain service to its non-generating customers in the event the Transmission Customer's system encounters operating difficulties, the Transmission Customer shall, at its expense, provide, install and maintain the following equipment insofar as required by Good Utility Practice and after consultation with the Transmission Provider:

- A. A three-phase, load-break, lockable main disconnect switch that allows isolation of the Transmission Customer's facilities from the Transmission Provider's system.
- B. An automatic circuit breaker which can be tripped by the protective relay system under all system conditions. The circuit breaker shall also be suitable for use in synchronizing generation of the Transmission Customer's system to the Transmission Provider's system.
- C. Underfrequency and overfrequency protective relays to be used in conjunction with the required automatic circuit breaker.
- D. Undervoltage and overvoltage protective relays to be used in conjunction with the required automatic circuit breaker.
- E. Overcurrent protective relays to be used in conjunction with the required automatic circuit breaker.
- F. Voltage and current transformers to be used for the above relaying, sized and connected as approved by the Transmission Provider.
- G. Such other equipment as may be reasonably required by Good Utility Practice, as recommended by the Transmission Provider.
- H. The Transmission Customer shall provide to the Transmission Provider complete documentation of the Transmission Customer's interconnection equipment, including, but not limited to, power single-line diagrams, relaying diagrams, plans, sectional and elevation views, grading plans, conduit plans, foundation plans, fence and grounding plans and detailed steel erection diagrams. In addition, the Transmission Customer agrees to provide to the Transmission Provider complete

documentation of any changes to the Transmission Customer's interconnection equipment.

- I. The protective relay system required to detect faults on the Transmission Provider's system and the breaker required to disconnect the Transmission Customer's generation to protect the general public and the Transmission Provider's personnel must be approved by the Transmission Provider. The Transmission Provider shall provide relay settings and recommendations for design, equipment selection and routine maintenance. The Transmission Customer shall purchase, install and maintain the protective relay system, and maintain and make available to the Transmission Provider all maintenance and test records. The Transmission Provider shall perform, at reasonable intervals, functional tests of the protective relay system to determine whether the system functions in a manner acceptable to the Transmission Provider and shall notify the Transmission Customer in writing of the test results. The Transmission Customer shall bear the cost of this testing and any other assistance that may be requested of the Transmission Provider before and after the system is made operational.
- J. The Transmission Customer shall, at its own expense, repair and maintain its protective relay system and any other equipment that it owns or operates.

3.5 MAINTENANCE AND MODIFICATIONS TO THE INTERCONNECTION

- A. The Transmission Customer shall repair and maintain during the term hereof all of its interconnection equipment on its side of the visible disconnect that isolates its facilities from the Transmission Provider's system, in accordance with established practices and standards for the operation and maintenance of power system equipment.
- B. The Transmission Customer shall maintain its own generation in accordance with Good Utility Practice. The Transmission Customer shall ensure that all third-party generating facilities connected to its system are maintained in accordance with the Transmission Provider's technical interconnection requirements for non-utility generation.
- C. The Transmission Customer shall make arrangements with the Transmission Provider for an initial inspection of the interconnection, to be completed prior to the

effective date of this Agreement. In addition, the Transmission Customer shall arrange with the Transmission Provider for an annual visual inspection of all interconnection facilities and associated maintenance records. Every two years, the Transmission Customer shall arrange a relay calibration test and operational test of its interconnection equipment. The relay calibration test shall be performed by a qualified contractor approved by the Transmission Provider and acceptable to the Transmission Customer or shall be performed by the Transmission Provider itself. After the relay calibration tests are completed, the Transmission Provider may perform a relay system functional test. The Transmission Customer shall bear the cost of any relay testing and any other assistance that may be requested by the Transmission Provider before and after the system is made operational.

- D. Before April 1 of each year, the Transmission Provider shall provide the Transmission Customer with recommended dates for scheduling maintenance of the Transmission Customer's generating facilities and third-party generating facilities greater than 20 MW and the Transmission Customer's transmission facilities operating at 44 kV or greater. On or before May 1 of each year, the Transmission Customer shall provide to the Transmission Provider a list of periods, in order of preference and in accordance with the Transmission Provider's recommended dates, during which the Transmission Customer prefers to schedule maintenance during the subsequent calendar year. If the Transmission Provider fails to provide the Transmission Customer with recommended dates before April 1 of any year, the Transmission Customer shall nonetheless provide the Transmission Provider on or before May 1 of that year, a list of periods, in order of preference, in which the Transmission Customer prefers to schedule maintenance during the subsequent calendar year, and the Transmission Provider shall attempt to accommodate the Transmission Customer's proposed schedule of maintenance periods if the Transmission Provider can do so without adverse operational or economic effect on the Transmission Provider or its customers. By June 1 of each year, the Transmission Customer and the Transmission Provider shall agree on maintenance periods for the interconnection equipment.
- E. If the Transmission Provider in its reasonable judgment determines that the Transmission Customer's interconnection equipment is, in any substantial respect, being maintained otherwise than in accordance with Good Utility Practice, the Transmission Provider may so notify the Transmission Customer in writing. Within

thirty (30) days of the date of notice, the Transmission Customer shall make its maintenance practices conform to the requirements of Good Utility Practice and of this Agreement. In the event that the Transmission Customer fails to bring its maintenance practices into conformance with the requirements of Good Utility Practice within that thirty- (30-) day period, the Transmission Provider may de-energize the interconnection between the Transmission Customer and the Transmission Provider until the Transmission Customer has made its maintenance practices conform as provided herein.

- F. The Transmission Customer shall give the Transmission Provider adequate written notice of any modification or replacement of the Transmission Customer's interconnection equipment. All additions, modifications or replacements shall meet the requirements of this Agreement and all standards of Good Utility Practice. If the Transmission Customer makes changes without notice to the Transmission Provider, and if the Transmission Provider has reasonable cause to believe that the changes may create dangerous conditions, the Transmission Provider may de-energize the interconnection between the Transmission Customer and the Transmission Provider.
- G. The Transmission Customer, at its expense, shall change its interconnection equipment as may be reasonably required by the Transmission Provider or as may otherwise be required to conform to Good Utility Practice to meet new requirements of the Transmission Provider's system.
- H. In the event that de-energizing the interconnection is required by the provisions of this Agreement, the Transmission Provider shall only de-energize the interconnection at the affected Point(s) of Delivery.

4.0 POWER FACTOR

To prevent degradation of voltage to the Transmission Provider's customers, to prevent unnecessary system losses, and to maintain the Transmission Provider voltage levels and the reactive support within the area, the Transmission Customer shall maintain a power factor of 97% or higher. Should the Transmission Provider be required to maintain a level higher than 97%, the Transmission Customer shall be required to do so as well. Failure by the Transmission Customer to maintain an acceptable power factor may result in additional charges for installing any

equipment needed to maintain the designated power factor or additional charges to compensate for reactive power delivery.

5.0 VOLTAGE CONTROL

The Transmission Customer's automatic voltage control equipment shall ensure that no more than a 3% instantaneous variation in voltage shall occur at the interconnection during connection or disconnection of a synchronous generator, an induction generator, or any motor, load, capacitor or other equipment.

6.0 HARMONICS

The Transmission Customer shall operate and maintain its system in a manner that avoids the generation of harmonic frequencies exceeding the limits established in the standards used by the Transmission Provider.

7.0 DEFAULT

The Transmission Customer's failure to meet the terms and conditions of this Agreement shall be deemed to be a default whereon the Transmission Provider may seek immediate termination upon giving five-day prior written notice.

ATTACHMENT H

**Annual Transmission Revenue Requirement for the
Native-Load Transmission Service and the Network Integration Transmission Service**

1. The Transmission Provider's annual revenue requirement for the Native-Load Transmission Service and the Network Integration Transmission Service shall be \$5,936,250.00.
2. The amount in (1) shall be effective until amended.

ATTACHMENT I

Index of Network Integration Transmission Service Customers

Customer	Date of Service Agreement
----------	---------------------------
