

ATTACHMENT FF

TRANSMISSION EXPANSION PLANNING PROTOCOL

I. Transmission Expansion Plan - Purpose and Scope, Definition and Role of OMS

Committee: This Attachment FF describes the process to be used by the Transmission Provider to develop the MISO Transmission Expansion Plan (“MTEP”), subject to review and approval by the Transmission Provider Board. The provisions of this Attachment FF are consistent with the applicable provisions of Appendix B of the ISO Agreement and this Tariff. For purposes of this Attachment FF, all references to Transmission Owner(s) will include ITC(s). The costs incurred by the Transmission Provider in the performance of data collection, analyses and review, and in the development of the MTEP report, costs incurred under Section I.C of this Attachment FF, and costs incurred under Section I.D of this Attachment FF shall be recovered from all Transmission Customers under Schedule 10 of the Tariff.

A. Enrollment Process: The MTEP is developed to facilitate the timely and orderly expansion of and/or modification to the Transmission System to maintain reliability, promote efficiency in bulk power markets and facilitate compliance with applicable Federal and state laws, regulatory mandates and regulatory obligations. Any transmission provider that wishes to enroll in the Transmission Provider planning process for purposes of Order No. 1000 compliance must become a Transmission Owner, by signing the ISO Agreement, and by, within a reasonable period of time: (1) turning over functional control of its transmission facilities to the Transmission Provider; and (2) taking service under this Tariff for all its load that is physically located within the geographic area comprising the Transmission System. All Transmission Owners enrolled in the Transmission Provider’s transmission planning region are listed in either

(1) Attachment FF-4 of this Tariff, for Transmission Owners without a separately filed local planning process or (2) Attachment FF-5 of this Tariff, for Transmission Owners with a separately filed local planning process.

B. OMS Committee Input to MTEP Process: To the extent not otherwise specifically addressed in other portions of this Attachment FF, with respect to the MTEP process, the OMS Committee may provide input to the Transmission Provider planning staff and the System Planning Committee of the Transmission Provider Board, as appropriate, regarding the following:

1. At the start of a planning cycle, the OMS Committee may suggest to the Transmission Provider Board modifications to the Transmission Provider's planning principles and planning objectives for that planning cycle;
2. At the start of a planning cycle, the OMS Committee may suggest additional scope elements in the MTEP;
3. Modeling inputs or assumptions used in the development of the MTEP and related appropriate cost/benefit analyses with respect to certain projects that are not proposed strictly for reliability; and
4. Concerns about general or specific issues with the MTEP process as they arise during the planning year.

Furthermore, at the end of the MTEP development process, but before the MTEP is submitted to the Transmission Provider Board for its review, the OMS Committee may submit a reconsideration request to the Transmission Provider planning staff, which shall respond prior to submitting the final MTEP report to the Transmission Provider Board. This reconsideration

request can be made only with respect to Network Upgrades eligible to receive regional cost allocation under Attachment FF if such projects: (1) will be recommended to the Transmission Provider Board for MTEP Appendix A approval, but have not been considered through the complete MTEP process or (2) will have a change in project cost of twenty-five percent (25%) or greater between the final Subregional Planning Meeting in the current planning year and the project being submitted to the Transmission Provider Board for approval. The Transmission Provider shall consider such a reconsideration request only if it is endorsed by the OMS acting by a vote of sixty-six percent (66%) or more of the OMS members.

At the end of each MTEP cycle, the OMS Committee may submit its assessment of the MTEP process to the Planning Advisory Committee, Transmission Provider, and the System Planning Committee of the Transmission Provider Board. Upon receipt of any such assessment from the OMS Committee, the Transmission Provider planning staff shall provide an appropriate response in a reasonably timely manner.

The manner in which the OMS Committee shall provide its assessment shall be set forth in the Transmission Planning Business Practices Manual procedures. The general procedures adopted with respect to the OMS Committee input into the MTEP shall remain unchanged until June 1, 2015, unless otherwise mutually agreed to by the Transmission Provider and the OMS Committee. Changes to the Transmission Planning Business Practices Manual procedures which describe OMS Committee input into the MTEP process may not be adopted with less than sixty (60) days' notice to the OMS Committee unless the OMS Committee consents to such earlier

adoption. At the end of the two year period the Transmission Provider, the OMS, and other stakeholders will assess the success of the input procedures and provide suggestions for improvement.

C. Development of the MTEP: The Transmission Provider, working in collaboration with representatives of the Transmission Owners, OMS, and the Planning Advisory Committee, shall develop the MTEP, consistent with Good Utility Practice and taking into consideration long-range planning horizons, as appropriate. The Transmission Provider shall develop the MTEP for expected use patterns and analyze the performance of the Transmission System in meeting both reliability needs and the needs of the competitive bulk power market, under a wide variety of contingency conditions. The MTEP will give full consideration to the needs of all Market Participants, will include consideration of demand-side options, and will identify expansions or enhancements needed to i) support competition and efficiency in bulk power markets; ii) comply with Applicable Laws and Regulations; and iii) maintain reliability. Transmission expansions or enhancements may include any facilities that are eligible to be included in the Transmission System as provided for under this Tariff, including SATOA. Any SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction unless and until the Tariff includes provisions for storage facilities recovering cost-based revenues as transmission assets to also participate in these or other Market Activities. This

analysis and planning process shall integrate into the development of the MTEP among other things:

(i) the Transmission Issues identified from Facilities Studies carried out in connection with specific transmission service requests; (ii) Transmission Issues associated with generator interconnection service; (iii) the Transmission Issues, including proposed transmission projects, identified by the Transmission Owners in connection with their planning analyses in accordance with local planning process described in Section I.D.1.a to this Attachment FF and the coordination processes of Section I.D.1.b., or developed by Transmission Owners utilizing their own FERC-approved local transmission planning process described in Section I.D.2, as applicable, to provide reliable power supply to their connected load customers and to expand trading opportunities, better integrate the grid and alleviate congestion; (iv) the transmission planning obligations of a Transmission Owner, imposed by federal or state law(s) or regulatory authorities, which can no longer be performed solely by the Transmission Owner following transfer of functional control of its transmission facilities to the Transmission Provider; (v) plans and analyses developed by the Transmission Provider to provide for a reliable Transmission System and to expand trading opportunities, better integrate the grid and alleviate congestion; (vi) the identification, evaluation, and analysis of expansions to enable the Transmission System to fully support the simultaneous feasibility of all Stage 1A ARR; (vii) the inputs provided by the Planning Advisory Committee; (viii) the inputs, if any, provided by the state and local regulatory authorities having jurisdiction over any of the Transmission Owners; (ix) the inputs of the OMS Committee; and (x) the transmission needs driven by

public policy requirements selected to be included as Transmission Issues pursuant to Section I.C.1.b.ii in accordance with Applicable Laws and Regulations.

1. Planning Cycle and Milestones: The ISO Agreement requires that a regional transmission plan be developed biennially or more frequently. An MTEP planning cycle is established for each calendar year. The development of the MTEP for a planning cycle with a given calendar year designation begins on June 1 of the year prior to the MTEP calendar year designation and ends with the approval of the final MTEP report by the Transmission Provider Board. This approval typically occurs at the Transmission Provider Board Meeting in December of the MTEP designated year. For example, the development of the MTEP14 transmission plan will commence on June 1 of 2013 and typically end with approval in December 2014. The development of the MTEP will follow specified process steps that are detailed, including process diagrams, in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). The TPBPM shall be posted on the website of the Transmission Provider.

- a. Planning Functions: The planning process includes the following functions which are described in detail in the TPBPM:
 - i. Model Development;
 - ii. Generator Interconnection Planning;
 - iii. Transmission Service Planning;
 - iv. Cyclical Regional Expansion Planning activities;
 - v. Interregional coordination with neighboring transmission planning regions;

- vi. System Support Resource (“SSR”) Studies for unit de-commissioning;
- vii. Transmission-to-Transmission Interconnections;
- viii. Load Interconnections; and
- ix. Focus Studies. These are studies initiated during the cyclical baseline planning process that cannot be delayed until the next planning cycle (for example, NERC/FERC directives, or near-term critical operational issues).

Each of these planning functions may develop system expansions that are taken into consideration in developing the entirety of the MTEP.

- b. **Planning Cycle:** The regional planning process is performed through a continuous series of planning cycles, with each cycle typically addressing Transmission Issues through a rolling planning horizon. Each cycle commences with regional model development, identification of potential expansions from the local planning processes of the Transmission Owners, identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues, and identification by stakeholders or the Transmission Provider of potential expansions that address the Transmission Issues. Each cycle concludes with recommendations to the Transmission Provider Board of recommended solutions to the Transmission Issues evaluated. Transmission Owner plans developed through local planning processes described in Section

I.D.1.a are included in the beginning of each regional planning cycle as potential alternatives to local Transmission Issues identified by the Transmission Owners.

- i. Key Planning Cycle Milestones: The regional planning process evaluates, with stakeholder input throughout the cycle, the local plans of the Transmission Owners, as one input to the development of the regional plan. Key milestones in the typical MTEP development process are listed below and requirements and timelines for data submittal, review, and comment at each of these milestone points are described in the TPBPM:
 - (a) Model development;
 - (b) Identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues;
 - (c) Testing models against applicable planning criteria;
 - (d) Development of possible solutions to identified Transmission Issues;
 - (e) Selection of preferred solution;
 - (f) Determination of funding and cost responsibility; and
 - (g) Monitoring progress on solution implementation.
- ii. Transmission needs driven by public policy requirements: The process for selecting transmission needs driven by public policy requirements, out of the larger set of transmission needs driven by public policy requirements that stakeholders may propose, to be included in the Transmission Issue(s) for which

transmission solutions will be evaluated shall be as follows:

- a. At the beginning of the MTEP cycle, stakeholders submit to the Transmission Provider, proposals to consider transmission needs driven by public policy requirements, as part of the Transmission Issues they may raise, in accordance with Section I.C.2.b, through Sub-Regional Planning Meetings, the Planning Subcommittee and/or the Planning Advisory Committee. The Transmission Provider may also identify transmission needs driven by public policy requirements to be evaluated.
- b. The Transmission Provider will then consolidate all such identified transmission needs driven by public policy requirements that it receives into a list that will be distributed to stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee and to other stakeholder forums as the Transmission Provider deems necessary.
- c. Transmission needs driven by public policy requirements will be discussed in the Sub-Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee in accordance with Section I.C.2.b.
- d. The Transmission Provider will assess such identified transmission needs driven by public policy requirements that it receives, considering the feedback received from stakeholders and the Sub-

Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee, and select the public policy requirements that will be further studied in the MTEP process.

This selection will be based on:

1. the effective dates, nature and magnitude of the public policy requirements in the Applicable Laws and Regulations;
 2. the immediacy or other estimated timing, and extent, of the potential impact on the identified transmission needs;
 3. the availability of the resources, and any limitations thereto, that would be required by consideration of such transmission needs driven by public policy requirements;
 4. the relative significance of other Transmission Issues that have been raised for consideration; and
 5. other appropriate factors that can aid the prioritization of Transmission Issues to be considered by the regional transmission planning process.
- iii. The Transmission Provider shall address each of these milestones throughout the planning cycle through Sub-regional Planning Meetings, Planning Subcommittee and Planning Advisory Committee meetings.
2. Stakeholders Input in Planning Process: The Transmission Provider shall facilitate discussions with its Transmission Customers, Transmission Owners, OMS

Committee, and other stakeholders about the Transmission Issues and solutions involving both transferred and non-transferred facilities, as described in Section I.D.1 of this Attachment FF.

These discussions will take place at Sub-regional Planning Meetings and at regularly scheduled meetings of the Transmission Provider's Planning Subcommittee, at locations provided by the Transmission Provider and with communication capabilities for those participants unable to have in person representation at these meetings. Once the MTEP report for a specific planning cycle has been completed but prior to recommendation to the Transmission Provider Board for approval, the Transmission Provider shall seek feedback on the proposed MTEP, including Network Upgrades recommended for approval, from the Transmission Provider's stakeholders and the OMS Committee.

- a. Planning Advisory Committee ("PAC"): The Planning Advisory Committee is a standing committee reporting to the Transmission Provider's Advisory Committee, and functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. The PAC is responsible for addressing planning policy issues of importance to stakeholders and within the responsibilities of the Transmission Provider. The PAC charter is maintained on the Transmission Provider's website.
- b. Planning Subcommittee ("PS"): The Planning Subcommittee is a standing stakeholder-chaired subcommittee of the Planning Advisory Committee, and

functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. Planning Subcommittee membership is open to interested parties, including, but not limited to: transmission delivery service and interconnection service customers, marketers, developers, Transmission Owners, state and local regulatory authorities, federal regulatory staff, other Market Participants, and all interested parties. The charter for the committee is developed by stakeholders and is maintained on the Transmission Provider's website. The Transmission Provider will seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to the beginning of each new planning cycle. Guidance will include the scope of planning studies to be undertaken, the development of future scenarios to be modeled and analyzed in long-term planning studies, and the development of suitable models and assumptions to support such studies. The Transmission Provider will also seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to implementing changes or revisions to the scope, models, and assumptions during the planning cycle. The Planning Subcommittee and/or the Planning Advisory Committee may form working groups at the discretion of stakeholders to perform specific tasks supporting the planning processes, such as model development and detail review of study results and draft plan reports.

c. Sub-regional Planning Meetings (“SPMs”): The Transmission Provider shall utilize SPMs to provide opportunity for Transmission Owners, state and local regulatory authorities, and other stakeholders to provide input to the planning process, and to carry out the tasks of coordinating transmission plans among the Transmission Owners and proposals to address the Transmission Issues identified in the scope of transmission planning studies. Input and planned coordination may occur through the use of existing sub-regional planning groups (“SPGs”) where they exist, or through the establishment of new sub-regional meeting forums. One or more SPMs will be used or established for each of the four regional Planning Sub-regions of the Transmission Provider. Planning Sub-regions shall be defined based upon the Transmission Provider Planning Sub-regions: West, Central, South, and East as defined in Attachment FF-3.

i) SPM Participants: Participants at an SPM will consist of representatives of the Transmission Owners operating within the associated Planning Sub-region that integrate their local planning processes with the regional process, representatives from state and local regulatory authorities, and any other parties interested in or impacted by the planning process. For those Transmission Owners engaged in local planning under their own FERC approved local planning processes, such Transmission Owners shall participate in the SPM in order to coordinate their planning activities.

Neighboring transmission-owning utilities and regulatory participants are eligible and encouraged to participate in the SPM to promote joint planning between the Transmission Provider and neighboring transmission systems.

ii) SPM Guidelines. The Sub-regional Planning Meeting participants shall:

(a) Make recommendations for a coordinated sub-regional Plan, after considering sub-regional and regional needs and alternatives, for the ensuing ten years, for all transmission facilities in the sub-region;

(b) Review and comment on proposed Transmission Owners plans identified in local planning processes described in Section I.D.1.a. of this Attachment FF, for additions and modifications to the sub-regional transmission system, as potential solutions to identify Transmission Issues and review the transmission plans developed by those Transmission Owners that have their own FERC-approved local planning process (described in Section I.D.2) to ensure coordination of the projects set forth in such plans with the potential regional planning solutions developed in the SPM process consistent with the requirements of Appendix B of the Transmission Owners' Agreement;

- (c) Form technical study task forces as required to carry out the sub-regional planning responsibilities;
- (d) Encourage non-Transmission Provider member participation to improve understanding by the SPM participants, the Planning Subcommittee, and the Transmission Provider staff of facility changes outside the Transmission Provider Region to ensure the impact of such changes are considered in the planning studies;
- (e) Promote other stakeholder (i.e., environmental agencies, and load and generation developers) involvement in development of the sub-regional plans.
- (f) Recommend to the Planning Subcommittee proposed sub-regional plans to be included in the MTEP. In addition, the transmission projects developed by any Transmission Owner or Owners utilizing the provisions of their own FERC-approved local planning process shall be submitted for inclusion in the regional MTEP after being evaluated by the Transmission Provider in the regional evaluation of SPMs in accordance with Appendix B of the Transmission Owners' Agreement in determining the Transmission Provider's recommendation for inclusion in the MTEP.
- (g) Reflect, as desired, minority opinions to the Transmission Provider or the Planning Subcommittee.

(h) SPM Frequency, Location and Agenda: SPMs should meet at least two times per year or as otherwise provided for in the TPBPM, to provide input in the planning process, review plans and recommend changes, if any, needed to address stakeholder needs and to coordinate proposed plans.

Meetings involving CEII or confidential materials shall be handled under Section I.C.12 of this Attachment FF.

3. Meeting Notifications: Notice shall be provided by way of email distribution lists by the Transmission Provider of all SPMs, Planning Subcommittee, and Planning Advisory Committee meetings. These email distribution lists are established and maintained by the Transmission Provider and it is the responsibility of stakeholders to have registered as described on the Transmission Provider website. Meeting dates, times, locations, and materials will also be posted on the meeting calendar page of the Transmission Provider's website. Meeting notification guidelines are set forth in the stakeholder developed Stakeholder Governance Guidelines.

4. Other Meeting Schedules: Planning Subcommittee meetings are regularly scheduled meetings that occur no less than bimonthly. Annual meeting schedules and objectives are developed at the December meeting each year for the subsequent year. Planning Advisory Committee meetings are scheduled as per the PAC Charter.

5. Planning Criteria: The Transmission Provider shall evaluate the system to address Transmission Issues in a manner consistent with the ISO Agreement and this Attachment FF. Projects included in the MTEP may be based upon any applicable

planning criteria, including accepted NERC reliability standards and reliability standards adopted by Regional Entities, local planning reliability or economic planning criteria of the Transmission Owner, or required by State or local authorities, any economic or other planning criteria or metrics defined in this Attachment FF, and any Applicable Laws and Regulations. Transmission Owners are required to annually provide updated copies of local planning criteria for posting on the Transmission Provider's website.

The Transmission Provider will post on its website an explanation of which transmission needs driven by public policy requirements will be evaluated for potential solutions in the local or regional transmission planning process, as well as an explanation of why other suggested potential transmission needs will not be evaluated.

6. Planning Analysis Methods: Planning analyses performed by the Transmission Provider will test the Transmission System under a wide variety of conditions as described in Section II and using standard industry applications to model steady state power flow, angular and voltage stability, short-circuit, and economic parameters, as determined appropriate by the Transmission Provider to be compliant with applicable criteria and this Tariff.

7. Planning Models: The Transmission Provider shall collaborate with Transmission Owners, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected Load growth of existing Network Customers and other transmission service and interconnection commitments. The models shall include any transmission projects identified in Service

Agreements or Interconnection Agreements that are entered into in association with requests for transmission delivery service or interconnection service, as determined in Facilities Studies associated with such requests. Load forecasts applied to models will consider the forecast Load of Network Customers reported to the Transmission Provider in accordance with the requirements of Module B and RAR of this Tariff, and the Business Practices Manuals of the Transmission Provider. Models will be posted on a secure application maintained by the Transmission Provider and accessible to stakeholders with security measures as provided for in the TPBPM. The Transmission Provider will provide an opportunity for stakeholders to review and comment on the posted models before commencing planning studies.

The schedules for such reviews are maintained in the TPBPM. Stakeholders shall be afforded opportunities to provide input on Load projections from Tariff reporting requirements or from Transmission Owner forecasts. After the base line forecast and model are established, the Transmission Provider and/or Transmission Owners may adjust the forecast as necessary on an ad hoc basis throughout the planning year to address customer requests for new Load interconnections arising from on-going dialogue with existing and prospective customers.

8. Planning Assumptions: Each MTEP report shall list in detail the planning assumptions upon which the analyses are based. In general, planning analyses will be based on the following:

- a. **Planning Horizons:** The MTEP will identify Transmission Issues for a minimum planning horizon of five years and a maximum planning horizon of twenty years.
- b. **Load:** Load demand will generally be modeled by the Transmission Provider as the most probable (“50/50”) coincident Load projection for each Transmission Owner’s service territory, for the season under study. Specific studies may model alternative Load probabilities or peak Load for areas within a Transmission Owner’s service territory as dictated by operational and planning experience and/or local planning criteria, but in any case shall be treated consistently in the planning for native Load and transmission access requests.
- c. **Generation:** Planning models of five years or longer will model generation, taking into consideration applicable planning reserve requirements, that are: (i) existing and expected to be in existence in the planning horizon; (ii) not existing but with executed interconnection agreements; and (iii) additional generation as determined with stakeholder input, as necessary to adequately and efficiently meet demand forecasted through the planning horizon and to facilitate compliance with statutory or regulatory mandates. The Transmission Provider shall apply a scenario analysis to determine alternative future generation portfolio possibilities.

Generation portfolio development for planning model purposes will be developed with input from the Planning Advisory Committee and its subcommittees, working groups, and task forces. Point-To-Point Transmission Service and

Network Integration Transmission Service customers will have an opportunity to guide new generation portfolio development that is reflective of customer future resource plans.

d. Demand Response Resources: Planning solutions will be based upon the best available information regarding the expected amount and location of Load that can be effectively and efficiently reduced by demand response or energy efficiency programs, as well as the amount of behind-the-meter generation that can reliably be expected to produce Energy that could impact planning solutions. The Transmission Provider shall perform and report on sensitivity analyses that indicate the effectiveness of potential demand response as alternative planning solutions, to the extent that appropriate methodology for such analyses is developed with stakeholders and documented in the TPBPM.

e. Topology: Each planning study will use the best known topology based upon the most recently approved MTEP. Planning studies will include all projects approved by the Transmission Provider Board, and shall identify, as appropriate, and as detailed in the TPBPM, any system needs already identified in the most recent approved MTEP.

9. Evaluation of Alternatives: When the planning analyses, based on the foregoing principles, identifies Transmission Issues, the Transmission Provider will consider the inputs from stakeholders derived from the SPM processes, the inputs from the Planning Subcommittee and the Planning Advisory Committee, the plans of any Transmission Owner with its own FERC-approved local planning process, and the MTEP aggregate

system analyses against applicable planning criteria, in determining the solutions to be included in the MTEP and recommended to the Transmission Provider Board for implementation.

10. Facility Design: Facility design and system configuration (such as conductor sizes, transformer design, bus configuration, protection schemes) are selected by the Transmission Owner, and must be consistently applied by the Transmission Owner for comparable system service conditions. Comparable application of system design does not preclude the consideration or selection of advanced or alternative transmission technology. For Competitive Transmission Facilities associated with Competitive Transmission Projects, the Transmission Provider may provide limitations or requirements regarding facility design when necessary due to a planning driver or to ensure compatibility with existing transmission facilities to which the Competitive Transmission Facilities will interconnect as further described in Section VIII.C.2.c of this Attachment FF.

11. Status of Recommended Facilities: The status of all project facilities recommended for implementation in the MTEP shall be reported to the Transmission Provider on a quarterly basis and upon solicitation from the Transmission Provider. Each Selected Developer and Transmission Owner is required to provide such status updates regarding the facilities for which it is responsible to construct to the Transmission Provider as further specified in this Section I.C.11 of Attachment FF of the Tariff and the Business Practices Manuals.

The Transmission Provider shall report on such status to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board. The Transmission Provider shall also publicly post such status in a form consistent with the Business Practices Manuals to the Transmission Provider's website on a quarterly basis, redacting any CEII and/or confidential information as necessary.

(a) *Status of Eligible Project facilities approved after December 1, 2015:*

Each Selected Developer and incumbent Transmission Owner shall provide quarterly status reports to the Transmission Provider regarding the facilities included in an Eligible Project approved after December 1st, 2015 for which it is responsible to construct until the quarter after all such facilities have been placed into service and transferred to the Transmission Provider's functional control, or the facilities and/or Eligible Project are otherwise reassigned, canceled, or terminated.

Quarterly status reports shall conform to the format set forth in the Business Practices Manuals and include, at a minimum, the following: (i) project schedule, including each facility's estimated in-service date and any material changes therein; (ii) estimated project costs, including the estimated cost to complete each facility, any material changes therein as compared to the applicable Baseline Cost Estimate as set forth in Section IX.C.1.1, the total project expenditures to date, and the total project expenditures to date expressed as a percentage of the Baseline Cost Estimate, as set forth in Section IX.C.1.1; (iii) facility development status (i.e. under construction, in service, completed, or withdrawn); (iv) status of obtaining necessary regulatory and or environmental permits, certificates, or approvals, including meeting necessary licensing

requirements; (v) status of land and right-of-way acquisition; (vi) status of design and engineering; (vii) status of any necessary interconnection agreements; (viii) an explanation of the causes of, or reasons for, any material changes to or deviations from the MTEP in-service date, Baseline Cost-Estimate as set forth in Section IX.C.1.1, and information provided in the last quarterly status report; and (ix) an assessment of the impact of any material changes on the project, including the continued ability to meet the MTEP in-service date.

Within one hundred eighty (180) Calendar Days after the date the Selected Developer or Transmission Owner have placed all of the facilities included in a Eligible Project for which it is responsible to construct into service, including the transfer of functional control to the Transmission Provider, unless the Transmission Provider and Selected Developer or Transmission Owner agree on a different date, shall provide the Transmission Provider with the following:

1. the final costs to construct the facilities;
2. copies of the final “as-built” drawings and specifications of the facilities;
3. copies of any inspection reports performed on the facilities; and
4. geo-spatial information specific to the facilities (i.e. GIS compatible maps, GPS coordinates, etc.)

(b) *Additional status requirements for Competitive Transmission Facilities:*

In addition to the requirements specified above in Section I.C.11.a of Attachment FF, each Selected Developer shall also include in its status reports the following:

- (i) status of any necessary project financing; (ii) the percentage (%) of the total project

expenditures to date as compared to the total projected project cost schedule provided in the Selected Proposal; (iii) whether any rate filings associated with the Competitive Transmission Facilities were made during the previous quarter or expected to be made in the upcoming quarter; (iv) any changes in the continuing ability to meet the obligations of the Selected Developer Agreement according to the schedules and milestones agreed to therein, including any binding cost-containment measures that were included in the Selected Proposal; (v) an explanation of the causes of, or reasons for, any changes from the specifications included in the Selected Proposal; and (vi) an assessment of the impact of any such changes on the Competitive Transmission Facilities included in the Competitive Transmission Project.

(c) *Status of all other facilities recommended for implementation in the MTEP:*

The requirements and obligations set forth in this section I.C.11.c of Attachment FF, shall be applicable to all facilities recommended for implementation in the MTEP except for those facilities that are included in an Eligible Project approved by the Transmission Provider Board after December 1, 2015.

Each incumbent Transmission Owner shall provide status reports to the Transmission Provider regarding the facilities that are included in projects other than those specified in Attachment FF §I.C.11.a for which it is responsible to construct, until the quarter after such facilities have been placed into service and transferred to the Transmission Provider's functional control. Status reports shall conform to the format set forth in the Business Practices Manuals and at a minimum, include the following: (i) material changes to the schedule and to the estimated project cost; (ii) an explanation of

the causes of, or reasons for, any such changes; and (iii) changes in project status (i.e., under construction, in service, completed, or withdrawn). The Transmission Provider shall report such progress to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board.

12. Treatment of Critical Energy Infrastructure Information (“CEII”) and Confidential Data: The Transmission Provider shall utilize appropriate Non-Disclosure and Confidentiality Agreements (“NDA”) to address sharing of Confidential Information and CEII transmission planning information. The secured sites containing such information will require such agreements to be executed in order to obtain access to those applications. Stakeholder meetings at which CEII may be available shall be noticed to email distribution lists and shall require execution of NDAs prior to participation in such meetings. In the alternative, such meetings will be structured to have separate discussion of issues involving CEII data only with participants that agree to execute the NDA. Confidential information related to economic (e.g., congestion) studies, as well as CEII, is clearly sensitive information which must remain confidential. The Transmission Provider shall use generic, publicly available, cost information from industry sources in the economic studies to prevent the accidental release of confidential information. This approach will promote an open planning process because the results of economic studies are available to all interested parties.

Entities that are members of any stakeholder sector of the Advisory Committee shall, upon request and subject to execution of the appropriate NDA(s), be provided with access

to the data used by the Transmission Provider to develop the MISO Transmission Expansion Plan designated as Confidential Information and/or CEII. Access, which shall be described in the Transmission Planning Business Practices Manual, shall be subject to:

- (1) the prior execution of all appropriate NDAs required by the Transmission Provider to protect Confidential Information as well as CEII by persons authorized by the sector member to receive transmission planning information on the sector member's behalf and
- (2) any provisions of this Tariff or the applicable Business Practice Manuals that govern access to or use of the type of information for which access is sought. The provisions of this Section I.C.12 are not exclusive and do not diminish the right of any stakeholder to access Confidential Information or CEII under any other authorizing provision of the Tariff, Business Practices Manuals, or FERC order.

13. Resolution of Stakeholder Input: The Transmission Provider shall solicit input and comments from all stakeholders, including Transmission Owners, during and after stakeholder planning meetings, and will use reasonable efforts to reply to comments that the Transmission Provider does not elect to implement, together with reasons for such actions. The Transmission Provider shall develop a process for the documentation and resolution of stakeholder issues raised in the planning process, including but not limited to issues related to planning criteria.

14. Dispute resolution: Consistent with Attachment HH of this Tariff, the Transmission Provider shall resolve disputes concerning MTEP issues. The first step will be for designated representatives of the affected parties to work together to resolve the relevant issues in a manner that is acceptable to all parties. If that step is unsuccessful,

each affected party shall designate an officer who shall review disputes involving them that their designated representatives are unable to resolve. The applicable officers of the parties involved in such dispute shall work together to resolve the disputes so referred in a manner that meets the interests of such parties, either until such agreement is reached, or until an impasse is declared by any party to such dispute. If such officers are unable to satisfactorily resolve the issues, the matter shall be referred to mediation. Parties that are not satisfied with the dispute resolution procedures may only file a complaint with the Commission during the negotiation or mediation steps.

If a matter remains unresolved, the affected parties may pursue arbitration.

D. Project Coordination: In the course of the MTEP process, the Transmission Provider shall seek out opportunities to coordinate or consolidate, where possible, individually defined transmission projects into more comprehensive cost-effective developments subject to the limitations imposed by prior commitments and lead-time constraints. The Transmission Provider shall coordinate with Transmission Owners, and shall consider the input from the SPMs, Planning Subcommittee, and Planning Advisory Committee to develop expansion plans to meet the needs of the system. This multi-party collaborative process will allow for all projects with regional and inter-regional impact to be analyzed for their combined effects on the Transmission System. Moreover, this collaborative process is designed to ensure that the MTEP address Transmission Issues within the applicable planning horizon in the most efficient and cost effective manner, while giving consideration to the inputs from all stakeholders. In addition to the requirements of this Attachment FF, there may be state or local procedural requirements

applicable to the planning or siting of transmission facilities by the Transmission Owners. A current list of those requirements can be found on the Transmission Provider's website.

1. Transmission Owners Electing to Integrate their Local Planning Processes into the Transmission Provider's Processes: Some Transmission Owners have agreed to integrate internal planning process with the Transmission Provider's open and coordinated planning processes for all of their transmission facilities to comply with Order 890 Planning Principles instead of filing a separate Attachment K. Through this election, the local planning for all transmission facilities of these Transmission Owners, regardless of whether the facilities are ultimately transferred to the functional control of the Transmission Provider, shall be integrated with and included in the regional planning processes of the Transmission Provider. These regional planning processes, as provided for in this Attachment FF and in additional detail in the TPBPM, ensure that the planning decisions for all such facilities are made in an open and transparent environment. This planning environment provides opportunity for input from, and review by, stakeholders of the Open Access Transmission Tariff services throughout the planning process, and is in accordance with the Planning Principles of the Order 890 Final Rule. The open and transparent planning provisions of this Attachment FF shall not preclude interaction between stakeholders and Transmission Owners prior to the submittal of proposed projects to the regional planning process. Transmission Owners integrating local planning processes into the regional planning processes are listed in Attachment FF-4. Such Transmission Owners shall be responsible for providing the Transmission Provider with sufficient information regarding all

planning activities to enable the Transmission Provider to adequately review and incorporate all of the Transmission Owner's transmission facilities into the regional planning process of the Transmission Provider, as described in Sections I.D.1.a. and I.D.1.b. of this Attachment FF.

The foregoing Transmission Owners will utilize the planning stakeholder forums of the Transmission Provider to demonstrate the need for, identify the alternatives to, and report the status of non-transferred transmission facilities using the same open, transparent and coordinated planning process provided by the Transmission Provider for transferred facilities as described in this Attachment FF.

a. Local Planning Processes of Transmission Owners: In accordance with the ISO Agreement, each Transmission Owner engages in local system planning in order to carry out its responsibility for meeting its respective transmission needs in collaboration with the Transmission Provider subject to the requirements of applicable state law or regulatory authority. In meeting its responsibilities under the ISO Agreement, the Transmission Owners may, as appropriate, develop and propose plans involving modifications to any of the Transmission Owner's transmission facilities which are part of the Transmission System. The Transmission Owners shall include the following specific local planning steps in order to develop plans for potential inclusion in the regional plan, in accordance with the annual regional planning process as described in Section I.D.1.b. of this Attachment FF, and in accordance with the regional planning principles of Section I.C of this Attachment. In addition to the local planning steps

below, Transmission Owners shall adhere to any applicable state or local regulatory planning processes.

- i. Define local study area and study horizon;
- ii. Develop appropriate power system models;
 - a) Utilize existing NERC or Transmission Provider cases to model external systems;
 - b) Insert detailed model of Transmission Owner system if required;
 - c) Insert updated detailed models of neighboring system models if required; and
 - d) Verify model topology and generation.
- iii. Update loads (spatial and magnitude) in study area;
 - a) Review historical MW and MVAR data to develop growth trends;
 - b) Obtain Load forecasts from customers in study area; and
 - c) Obtain input from local distribution planners in the study area.
- iv. Perform contingency analysis using applicable Transmission Owner planning criteria;
- v. Identify any violations to planning criteria for each of study period;
- vi. Develop alternative solutions to the criteria violations and test against the planning criteria;
 - a) Obtain cost estimates for each alternative and perform economic analyses; and

- b) Determine non-cost attributes of each alternative such as operating flexibility, robustness, among others.
- vii. Select alternative based on cost and non-cost attributes;
- viii. Submit proposed solution and list of alternatives and assumptions to the Transmission Provider;
- ix. Participate in stakeholder evaluations and discussions as a part of annual regional plan development process;
- x. Perform additional analysis as required based on feedback from stakeholder groups (SPM/PS) in the regional planning process;
- xi. Submit results of additional analysis (if performed) to the Transmission Provider for further discussion with stakeholders (SPM/PS);
- xii. Consider regional planning process results, including stakeholder feedback on needs, proposed solutions, and alternatives, in determining whether or not to proceed with implementation of Transmission Owner proposed expansions; and
- xiii. Post the planning criteria and assumptions, and power flow models used in development of each Transmission Owner's current local planning proposal in accordance with Section I.D.1.b below. To the extent that the Transmission Owner uses the MISO MTEP models in developing its list of newly proposed projects, the Transmission Owner shall indicate as per Section I.D.1.b. below, the associated MTEP model used.

The Transmission Provider will maintain a link to applicable MTEP models on its website together with instructions for accessing such models consistent with CEII

criteria and suitable non-disclosure agreements. In the event that the Transmission Owner applies its own power flow models in developing its proposed local plans, the Transmission Owner shall provide such models to the Transmission Provider for posting, or shall provide to the Transmission Provider a link to the location of such Transmission Owner model(s) and to instructions for accessing such models consistent with the Transmission Owner's CEII and non-disclosure requirements. Transmission Provider shall post on its website links to such postings on Transmission Owner's website.

b. Integration of Local Planning Processes of Transmission Owners:

Transmission Owners listed on Attachment FF-4 as integrating local planning processes with those of the Transmission Provider, shall integrate proposals for transmission expansions into the regional planning process as follows. Each Transmission Owner shall submit its proposals for transmission plans to the Transmission Provider prior to the start of each regional planning cycle. Each Transmission Owner's local plan, which consists of a list of proposed projects, shall be made available on the Transmission Provider's website for review by the PAC, the PS, and the SPM participants, subject to CEII and the confidentiality provisions in this Attachment FF. Such local plans shall be posted by September 15 each year in order to provide time for written comments by stakeholders. In addition to the list of proposed projects, each Transmission Owner submitting newly proposed projects by September 15 in any MTEP annual cycle shall provide to the Transmission Provider by June 1 of the same year identification of any MISO base power flow model used by the Transmission Owner in support of the

identification of the list of proposed projects to be subsequently posted in September, or in the event that the Transmission Owner uses a non-MISO base power flow model in support of the identification of the list of proposed projects the Transmission Owner shall provide to the Transmission Provider such base power flow model or a link to the power flow model and assumptions used.

Each Transmission Owner's local planning model and associated assumptions shall be accessible on or through a link on the Transmission Provider's website for review, subject to CEII and the confidentiality provisions in this Attachment FF and consistent with section I.D.1.a. In the event that the Transmission Owner uses a non-MISO base power flow model, the Transmission Owner shall provide for posting updates if there are significant changes in the model by July 15, August 15, and September 15 of each year. Comments by stakeholders on the local planning models and assumptions that are provided to the Transmission Provider SPM Planning Contact by July 1, or August 1 or September 1 with respect to updates, shall be forwarded to the applicable Transmission Owner by July 8, August 8, or September 8, respectively. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process.

Each Transmission Owner shall also provide to the Transmission Provider by June 1 of each year any updates to the posted transmission planning criteria, or a notification that the posted documents have not changed. In the event a Transmission Owner has additional significant updates to the posted transmission planning criteria, the Transmission Owner shall provide such updates for posting by July 15, August 15, and September 15 of each year.

The Transmission Provider shall post on its website the lists of newly proposed projects, criteria and assumptions, and supporting base power flow models or links to supporting base power flow models, as provided by the Transmission Owners. Initial comments by stakeholders to the proposed projects should be provided to the Transmission Provider SPM Planning Contact 45 days after the posting of local plans otherwise comments may be made pursuant to Section I.C.2.c.ii. The Transmission Provider SPM Planning Contact shall be identified on the Transmission Provider's web site page devoted to Expansion Planning. The Transmission Provider shall provide to the applicable Transmission Owner within five working days of receipt, a copy of all stakeholder comments received within 45 days of the posted information regarding Transmission Owner planning criteria and assumptions, models applied, and list of proposed projects. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process. Each Transmission Owner must participate in SPMs in the respective Planning sub-region as indicated in the Transmission Providers meeting schedule. Such SPMs shall provide input to and review of the results of the needs assessments and adequacy of plans proposed by the Transmission Owners, or by stakeholders to the planning process, or by the Transmission Provider, to best meet the needs of the sub-region.

Transmission Owners identified in Attachment FF-4, must submit to the Transmission Provider, on an annual basis and at a time to be determined by the Transmission Provider, which shall be prior to the beginning of each regional planning cycle, all proposed transmission plans for both transferred and non-transferred transmission facilities. The

submitted projects of such Transmission Owners shall be considered potential alternatives to system needs identified, and as such must be submitted when initially identified as a potential system solution, in order to permit the evaluation of such projects along with other potential alternatives that may be proposed by stakeholders or the Transmission Provider, in the SPM processes. Such alternatives may include transmission, generation, and demand-side resources. The Transmission Provider will review and evaluate such alternatives on a comparable basis and select the most appropriate solution. Comparability includes the ability of the Transmission Provider to obtain contractual assurances that the selected solution will be implemented by the required in-service dates. Contractual commitments associated with the construction of an MTEP Appendix A approved project by MISO Transmission Owner(s) and/or Selected Developer(s) are provided for by the ISO Agreement, this Tariff, and the Selected Developer Agreement.

Contractual commitments associated with generation solutions require that a generator interconnection agreement be filed with the Commission pursuant to Attachment X of this Tariff by the time the alternative transmission solution would need to be committed to in order to ensure installation on the required need date. Contractual commitments associated with demand-side resource solutions require demonstration to the Transmission Provider of an executed contract between LSE and End-Use Customers. Such demand-side contracts must be in place by the time that the transmission solution would otherwise need to be committed to in order to ensure a timely solution to the identified planning need, and must span the five year planning horizon to ensure the

ability to provide adequate lead time for an alternative transmission solution should the demand contracts terminate. Notwithstanding the provisions of Section VII of the ISO Agreement regarding the Transmission Provider review of Transmission Owner plans, no proposed project of a Transmission Owner that has elected to integrate their local planning processes into the Transmission Provider's processes, as indicated on Attachment FF-4, shall be recommended in the MTEP for implementation until completion of the annual needs analysis carried out in the annual MTEP cycle, as described in Section I.C. of this Attachment FF, except as provided for in Section I.D.1.c. of this Attachment FF.

c. Out-of-Cycle Review of Transmission Owner Plans: In the event that a Transmission Owner determines that system conditions warrant the urgent development of system enhancements that would be jeopardized unless the Transmission Provider performs an expedited review of the impacts of the project, Transmission Provider shall use a streamlined approval process for reviewing and approving projects proposed by the Transmission Owners so that decisions will be provided to the Owner within thirty (30) days of the projects submittal to the MISO unless a longer review period is mutually agreed upon.

2. Transmission Owners Filing Separate Attachment K: Some Transmission Owners as listed on the last page of Attachment FF-5 have developed individual open, local planning processes for their facilities, that comply with the Planning Principles of the Order 890 Final Rule. These Transmission Owners have an Attachment K that describes how the Transmission Owner will comply with the Order No. 890 Planning Principles for all transmission facilities that

they plan for, regardless of whether those facilities are ultimately transferred to the functional control of the Transmission Provider. With the exception of Sections I.D.1.a and I.D.1.b., the provisions of this Attachment FF remain applicable to all Transmission Owners notwithstanding the filing by any Transmission Owner of an Attachment K pursuant to the Order 890 Final Rule.

E. Interregional Coordination and Cost Allocation: The MTEP shall be developed in accordance with the principles of interregional coordination through collaboration with representatives from adjacent transmission providers, their designated regional planning organizations, or regional transmission organizations, as provided for in this Attachment FF, or as otherwise provided for in existing joint agreements between the Transmission Provider and other regional entities that engage in planning activities. The Transmission Provider has developed region-specific interregional coordination and cost allocation provisions with regard to the following neighboring transmission planning regions:

- PJM Interconnection, L.L.C. (“PJM”), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and PJM;
- Southeastern Regional Transmission Planning (“SERTP”), as provided for under Section X of this Attachment FF; and
- Southwest Power Pool (“SPP”), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and SPP.

The Transmission Provider also has planning coordination provisions as part of its coordination agreement with Manitoba Hydro.

II. Development Process for MTEP Projects: The Transmission Provider will develop the MTEP biennially or more frequently. The MTEP will identify expansion projects for inclusion

in the MTEP according to the factors set forth in Appendix B of the ISO Agreement and Section I.C of this Attachment FF. For purposes of assigning cost responsibility, expansion projects in the MTEP shall be categorized pursuant to the following criteria.

A. Reliability Needs: Reliability projects are identified either in the periodically performed Baseline Reliability Study, or in Facilities Studies associated with the request processes for new transmission access. Transmission access includes requests for both new transmission delivery service and new generation interconnection service.

1. **Baseline Reliability Projects:** Baseline Reliability Projects are Network Upgrades identified in the base case as required to ensure that the Transmission System is in compliance with applicable national Electric Reliability Organization (“ERO”) reliability standards and reliability standards adopted by Regional Reliability Organizations and applicable within the Transmission Provider Region. Baseline Reliability Projects include projects that are needed to maintain reliability while accommodating the ongoing needs of existing Market Participants and Transmission Customers. Baseline Reliability Projects may consist of a number of individual facilities that in the judgment of the Transmission Provider constitute a single project for cost allocation purposes. The Transmission Provider shall collaborate with Transmission Owning members, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected load growth of existing network customers and other transmission

service and interconnection commitments, and shall include any transmission projects identified in Service Agreements or interconnection agreements that are entered into in association with requests for transmission delivery service or transmission interconnection service, as determined in Facilities Studies associated with such requests. The Transmission Provider shall test the MTEP for adequacy and security based on commonly applicable national Electric Reliability Organization (“ERO”) standards, and under likely and possible dispatch patterns of actual and projected Generation Resources within the Transmission System and of external resources, including dispatch reflective of Long-Term Transmission Rights of Transmission Customers, and shall produce an efficient expansion plan that includes all Baseline Reliability Projects determined by the Transmission Provider to be necessary through the planning horizon of the MTEP. The Transmission Provider shall obtain the approval of the Transmission Provider Board, as set forth in Section VI, for each MTEP published.

2. New Transmission Access Projects: New Transmission Access Projects are defined for the purposes of Attachment FF as Network Upgrades identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under the Tariff. New Transmission Access Projects include projects that are needed to maintain reliability while accommodating the incremental needs associated with requests for new transmission or interconnection service, as determined in Facilities Studies associated with such requests. New Transmission Access

Projects may consist of a number of individual facilities, which in the judgment of the Transmission Provider constitute a single project for cost allocation purposes. New Transmission Access Projects are either Generation Interconnection Projects or Transmission Delivery Service Projects as defined in Sections II.A.2.a. and II.A.2.b. The Transmission Provider shall consider the Baseline Reliability Projects already determined to be needed in the most current MTEP, as well as any other base-case needs not associated with the request for new service that may be identified during the impact study process when determining the need for New Transmission Access Projects. Any identified base-case needs determined in the impact study process that are not a part of the Baseline Reliability Projects already identified in the most current MTEP shall become new Baseline Reliability Projects and shall be included in the next MTEP. New Transmission Access Projects identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under this Tariff shall be included in the next MTEP.

a. Generation Interconnection Projects: Generation Interconnection Projects are New Transmission Access Projects that are associated with interconnection of new, or increase in generating capacity of existing, generation under Attachment X to this Tariff.

b. Transmission Delivery Service Projects: Transmission Delivery Service Projects are New Transmission Access Projects that are needed to provide for requests for new Point-To-Point Transmission Service, or

requests under Module B of the Tariff for Network Service or a new designation of a Network Resource(s).

B. Market Efficiency Projects: Market Efficiency Projects are Network Upgrades: (i) that are proposed by the Transmission Provider, Transmission Owner(s), ITC(s), Market Participant(s), or regulatory authorities; (ii) that are found to be eligible for inclusion in the MTEP or are approved pursuant to Appendix B, Section VII of the ISO Agreement after June 16, 2005, applying the factors set forth in Section I.C. of this Attachment FF; (iii) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, have a Project Cost of \$5 million or more; (iv) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, involve facilities with voltages of 230 kV or higher¹; and that may include any lower voltage facilities of 100kV or above that collectively constitute less than fifty percent (50%) of the combined project cost, and without which the 230 kV or higher facilities could not deliver sufficient benefit to meet the required benefit-to-cost ratio threshold for the project as established in Section II.B.1.c, or that otherwise are needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the 230 kV or higher facilities of the project; (v) that are not determined to be Multi-Value Projects; (vi) that are found to have regional benefits under the criteria set forth in Section II.B.1 of this Attachment FF. In the event that a Network Upgrade qualifies as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, the cost

¹ Transformer voltage is defined by the voltage of the low-side of the transformer for these purposes.

threshold of Section II.B(iii) does not apply, and the voltage threshold of Section II.B.(iv) shall be 100 kV or higher.²

1. Criteria to Determine Whether a Project Should be Included as a Market

Efficiency Project: The Transmission Provider shall employ multiple future scenarios and multi-year analyses including sensitivity analyses guided by input from the Planning Advisory Committee to evaluate the anticipated benefits of a proposed Market Efficiency Project in order to determine if such a project meets the criteria for inclusion in the regional plan as a Market Efficiency Project eligible for regional cost sharing. Sensitivity analyses shall include, among other factors, consideration of: (i) variations in amount, type, and location of future generation supplies as dictated by future scenarios developed with stakeholder input and guidance; (ii) alternative transmission proposals; (iii) impacts of variations in load growth; and (iv) effects of demand response resources on transmission benefits.

a. Benefits Analysis. For purposes of qualification as a Market Efficiency Project, the Transmission Provider will evaluate multiple types of economic value. The Transmission Provider shall apply the benefits metrics outlined in Attachment FF-7 and sum the results of each of the benefit metrics together to determine the economic benefits of a Market Efficiency Project to the Transmission Provider region.

b. The costs applied in the benefit to cost ratio shall be the present value, over the same period for which the project benefits are determined, of the annual Network

² A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.

Upgrade Charges for the project as determined in accordance with the formula in Attachment GG.

i. The present value calculation for both the annual benefits and annual costs will apply a discount rate representing the after-tax weighted average cost of capital of the Transmission Owners that make up the Transmission Provider Transmission System.

c. The Transmission Provider shall employ a benefit to cost ratio test to evaluate a proposed Market Efficiency Project. Only projects that meet a benefit to cost ratio of 1.25 or greater shall be included in the MTEP as a Market Efficiency Project and be eligible for regional cost sharing.

i. The benefits of the project used to determine the associated cost allocations as a percentage of project cost shall be determined one time at the time that the project is presented to the Transmission Provider Board for approval. Estimated Project Cost will be used to estimate the benefit to cost ratio and the eligibility for cost sharing at the time of project approval. To the extent that the Commission approves the collection of costs in rates for Construction Work in Progress (“CWIP”) for a constructing Transmission Owner, costs will be allocated and collected prior to completion of the project.

d. The aforementioned Market Efficiency Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.f below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP,

but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner revenue requirements under Attachment O of this Tariff.

C. Multi-Value Projects: A Multi-Value Project is one or more Network Upgrades that address a common set of Transmission Issues and satisfy the conditions listed in Sections II.C.1, II.C.2, and II.C.3 of Attachment FF. All Network Upgrades associated with a Multi-Value Project including any lower voltage facilities that may be needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the Multi-Value Project; may be cost shared per Section III.A.2.g of Attachment FF except for (i) any Network Upgrade cost associated with constructing an underground or underwater transmission line above and beyond the cost of a feasible alternative overhead transmission line that provides comparable regional benefits, and (ii) any DC transmission line and associated terminal equipment when scheduling and dispatch of the DC transmission line is not turned over to the Transmission Provider's markets, real-time control of the DC transmission line is not turned over to the Transmission Provider's automatic generation control system and/or the DC transmission line is operated in a manner that requires specific users to subscribe for DC transmission service.

1. A Multi-Value Project must be evaluated as part of a Portfolio of projects, as designated in the transmission expansion planning process, whose benefits are: (i) spread broadly across the MISO system-wide footprint; or (ii) if the benefits of the Portfolio are not spread broadly across the MISO system-wide footprint, the benefits are spread broadly across: (a) the MISO Midwest MVP Cost Allocation Subregion; or (b) the MISO South MVP Cost Allocation Subregion.

2. A Multi-Value Project must meet one of the three criteria outlined below:
 - a. Criterion 1. A Multi-Value Project must be developed through the transmission expansion planning process for the purpose of enabling the Transmission System to reliably and economically deliver energy in support of documented energy policy mandates or laws that have been enacted or adopted through state or federal legislation or regulatory requirement that directly or indirectly govern the minimum or maximum amount of energy that can be generated by specific types of generation. The MVP must be shown to enable the transmission system to deliver such energy in a manner that is more reliable and/or more economic than it otherwise would be without the transmission upgrade.
 - b. Criterion 2. A Multi-Value Project must provide multiple types of economic value across multiple pricing zones with a Total MVP Benefit-to-Cost ratio of 1.0 or higher where the Total MVP Benefit -to-Cost ratio is described in Section II.C.7 of this Attachment FF. The reduction of production costs and the associated reduction of LMPs resulting from a transmission congestion relief project are not additive and are considered a single type of economic value.
 - c. Criterion 3. A Multi-Value Project must address at least one Transmission Issue associated with a projected violation of a NERC or Regional Entity standard and at least one economic-based Transmission Issue that provides economic value across multiple pricing zones. The project must generate

total financially quantifiable benefits, including quantifiable reliability benefits, in excess of the total project costs based on the definition of financial benefits and Project Costs provided in Section II.C.7 of Attachment FF.

3. All of the following conditions must be satisfied in order for a project to be classified as a Multi-Value Project:
 - a. Facilities associated with the transmission project must not be in service, under construction, or approved for construction by the Transmission Provider Board prior to July 16, 2010 or the date a Transmission Owner becomes a signatory member of the ISO Agreement, whichever is later. This Section II.C.3.a shall not preclude the Multi-Value Project classification of a Competitive Transmission Project that makes a Selected Developer(s) eligible to become a Transmission Owner.
 - b. The transmission project must be evaluated through the Transmission Provider's transmission planning process and approved for construction by the Transmission Provider Board prior to the start of construction, where construction does not include preliminary site and route selection activities.
 - c. The transmission project must not contain any transmission facilities listed in Attachment FF-1 of this Tariff.
 - d. The total capital cost of the transmission project must be greater than or equal to \$20,000,000.00.

- e. The transmission project must include, but not necessarily be limited to, the construction or improvement of transmission facilities operating at voltages above 100 kV. A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.
 - f. Network Upgrades driven solely by an Interconnection Request, as defined in Attachment X of the Tariff, or a Transmission Service request will not be considered Multi-Value Projects.
4. Any transmission project that qualifies as a Multi-Value Project shall be classified as an MVP irrespective of whether such project is also a Baseline Reliability Project and/or Market Efficiency Project.
5. The specific types of economic value provided by a Multi-Value Project include the following:
- a. Production cost savings where production costs include generator startup, hourly generator no-load, generator energy and generator Operating Reserve costs. Production cost savings can be realized through reductions in both transmission congestion and transmission energy losses. Production cost savings can also be realized through reductions in Operating Reserve requirements within Reserve Zones and, in some cases, reductions in overall Operating Reserve requirements for the Transmission Provider.

- b. Capacity losses savings where capacity losses represent the amount of capacity required to serve transmission losses during the system peak hour including associated planning reserve.
 - c. Capacity savings due to reductions in the overall Planning Reserve Margins resulting from transmission expansion.
 - d. Long-term cost savings realized by Transmission Customers by accelerating a long-term project start date in lieu of implementing a short-term project in the interim and/or long-term cost savings realized by Transmission Customers by deferring or eliminating the need to perform one or more projects in the future.
 - e. Any other financially quantifiable benefit to Transmission Customers resulting from an enhancement to the Transmission System and related to the provisions of Transmission Service.
6. Any project to facilitate like-for-like capital replacements of plant originally installed as part of a Multi-Value Project where replacement is due to aging, failure, damage or relocation requirements where such replacement is not the result of negligence by the constructing Transmission Owner will be treated as a Multi-Value Project. The minimum project cost limitation for Multi-Value Projects described in Section II.C.3.d of Attachment FF will not apply to the like for- like capital replacement projects described in this Section.

7. The following Total MVP Benefit-to-Cost Ratio will be applied to any Multi-Value Project justified solely on the basis of Sections II.C.2.b or II.C.2.c of this Attachment FF to ensure such project qualifies as a Multi-Value Project:

$$\text{Total MVP Benefit-to-Cost Ratio} = \text{financial benefits} / \text{Project Costs.}$$

For the purpose of this calculation, Financial Benefits will be set equal to the present value of all financially quantifiable benefits provided by the project projected for the first 20 years of the project's life and Project Costs will be set equal to the present value of the annual revenue requirements projected for the first 20 years of the project's life.

8. The aforementioned Multi-Value Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.g below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP, but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner revenue requirements under Attachment O of this Tariff.

D. Market Participant Funded Projects: Market Participant funded projects (MPFPs) are defined as Network Upgrades fully funded by one or more market participants but owned and operated by an incumbent Transmission Owner. These projects apply to those Network Upgrades that are neither currently included in the MTEP Appendix A nor targeted for approval within the current planning cycle.

The development of the MPFPs will follow specified process steps that are detailed in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). These process steps shall include, at a minimum, the following:

1. Consistent with the MTEP process the submittal deadline for a proposed MPFP project shall be September 15 of the current planning cycle and the proposed MPFP shall be submitted to the Transmission Provider planning contact, indicated on the MPFP submittal form posted on the Planning page of the Transmission Provider web site.
2. An MPFP proposed by a Market Participant shall follow the same analysis and approval timeline as an MTEP Target Appendix A project for the current planning cycle.
3. In the event that multiple Market Participants submit project proposals that are electrically similar, Transmission Provider shall make a determination in collaboration with the affected Transmission Owner(s) as to whether the projects are effectively the same project. Such consideration shall include whether the proposals have the same terminal stations, substantially address the same market congestion issues or otherwise serve similar system purposes, and can each be physically accommodated together with the other similar proposals. If the projects are determined to be effectively the same project, the priority for the project shall be determined by the time-stamp date of receipt of the MPFP Proposal Form, unless otherwise agreed to by the impacted Market Participants.

E. Identification of Potential Impacts of a Market Efficiency Project or Multi-Value Project on Neighboring Transmission Planning Region(s)

As part of the evaluation of any proposed Market Efficiency Project or Multi-Value Project, the Transmission Provider will determine whether the proposed Market Efficiency Project or Multi-Value Project causes any violations of NERC reliability standards on the transmission system(s) of the adjacent neighboring transmission planning region(s). If the Transmission Provider's evaluation identifies any such violations of NERC reliability standards, the Transmission Provider will contact and coordinate with the other potentially affected adjacent neighboring transmission planning region(s) on any further evaluation.

F. Targeted Market Efficiency Projects:

A Targeted Market Efficiency Project is an upgrade that is identified in a Targeted Market Efficiency Project Study initiated by the Joint RTO Planning Committee as provided for under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM and that satisfies the criteria for a Targeted Market Efficiency Project as set forth in Article IX of the Joint Operating Agreement between the Transmission Provider and PJM. Any Targeted Market Efficiency Project that is recommended by the Joint RTO Planning Committee under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM shall be presented to the Transmission Provider Board for approval in the MTEP.

G. Treatment of Storage as a Transmission-Only Asset (SATO)

1. SATOA May Be Included in MTEP as a Solution to a Transmission Issue

A storage facility proposed as a Storage as Transmission Only Asset (“SATO”) may be considered in the transmission planning process as a solution to a Transmission Issue. A SATO may be any one of the transmission project types described in Sections II.A through II.D and II.F of this Attachment FF that meet the definitions, criteria, or factors applicable to those project types. A SATO is eligible for cost recovery consistent with the cost recovery for its project type under Attachment FF, including cost recovery under Attachment FF, Section III.A.2.k.

a. Comparative Evaluations of Proposed SATO.

The Transmission Provider will evaluate the appropriateness of proposed SATOs as solutions to Transmission Issues identified in the development of the MTEP comparably to any other transmission asset. Considerations will include:

- i. Ability of the proposed SATO to address the Transmission Issue (e.g., loading, voltage, stability) in all hours that the Transmission Issue is determined to exist, with a life-cycle cost that is comparable to other proposed solutions or as otherwise needed to address the Transmission Issue, and after consideration of the comparability in system performance to other proposed solutions, including any non-transmission alternatives consistent with the provisions of Section I.D.1.b.
- ii. The minimum and maximum Capacity required to address the Transmission Issue to ensure that excess storage Capacity is not treated as a transmission asset. Cost recovery under transmission rates is limited to the cost of the maximum Capacity determined to be needed to address the Transmission Issue and will be pro-rated

on that basis if a SATOA of higher Capacity is proposed, selected for inclusion in Appendix A of MTEP, and installed.

- iii. Assurance of sufficient Energy and/or reactive capability (MWh/MVAr) to charge or discharge Energy for any period identified as necessary in the planning study.
- iv. Assessment of system reliability impacts applicable to inverter-based facilities on the same basis and in a manner comparable to such analysis in the Generator Interconnection Procedures applicable to storage Resources as inverter-based facilities.
- v. Life-cycle cost comparisons, including consideration of the period that is required to address the Transmission Issue, which may be less than the life cycle of alternatives, and including the factors described in Section II.G.1.b.
- vi. Additional considerations that may support comparative evaluation to other solutions to the Transmission Issue, such as lead-time to develop, right of way or substation impacts, expandability, operational flexibility, or others.

b. Life Cycle, Degradation, and Cost Assumptions

Selection of the proposed SATOA as the preferred solution will consider similar cost and effectiveness considerations as applied to any other proposed transmission solution. The entity proposing the SATOA shall provide the planning estimate of the SATOA's:

- i. Direct capital cost;
- ii. Expected useful life;

- iii. Equipment replacement schedules and associated life-cycle costs and other ongoing costs to maintain the SATOA at its required Capacity and Energy capability necessary to address the Transmission Issue identified, or otherwise comparable to a traditional wires solution; and
 - iv. Other cost and performance information as the Transmission Provider may determine is necessary to compare cost and performance with other proposed solutions to the Transmission Issue identified.
- c. Selection of proposed SATOA as a Preferred Solution in MTEP

To be selected for inclusion in the MTEP, in addition to the requirements of Section II.G.1.a., the proposed SATOA must:

- i. Demonstrate a basis to be recommended for inclusion in Appendix A of the MTEP as a transmission asset by:
 - a. Unique characteristics or circumstances of the proposed SATOA necessary to meet the identified Transmission System performance requirements and not otherwise available at comparable costs from other proposed solutions, including speed of operation, lead-time to implement, right-of-way or other property considerations.
 - b. A need to resolve the Transmission Issue(s) through the storage facility's functioning as a SATOA instead of as a Resource that participates in the Transmission Provider's markets. A storage facility will not be evaluated

as a potential SATOA to resolve a routine (i.e. N-0 or N-1) Transmission Issue that can be addressed by a market solution.

- ii. Meet the criteria to be designated in the MTEP as one of the transmission project types consistent with the provisions of Sections II.A through II.D and II.F of this Attachment FF, or as eligible for cost recovery pursuant to Section III.A.2.k.

d. Consideration of Impacts on Resources in the Interconnection Queue

If the Transmission Provider or stakeholder identifies a potential impact to Generating Facilities in the Definitive Planning Phase pursuant to Attachment X, the Transmission Provider will assess whether the proposed SATOA will impact Generating Facilities in the Definitive Planning Phase and such assessment may include targeted contingency analyses applying Applicable Reliability Standards and applicable regional and local planning criteria to evaluate the incremental impact of the proposed SATOA on Generating Facilities in the Definitive Planning Phase that are in proximity to the SATOA in the MTEP model to compare loading and other system performance impacts attributable to the addition of the SATOA. The Transmission Provider will test the expansion model with and without the SATOA operating in the manner required for the SATOA to address the Transmission Issue identified for the SATOA to resolve. If such assessment demonstrates that the necessary operating mode of the proposed SATOA would cause the need for additional system mitigation, the cost of such mitigation will be included in the evaluation of the proposed SATOA against other potential transmission solutions and will be included as part of the SATOA project itself and the total project costs will be eligible for recovery through the appropriate Attachment and Schedule of the Tariff.

2. Development of Operating Guides Associated with SATOA Selected for MTEP

Operation of SATOA in real time will be under the functional control of the Transmission Provider as provided for in Rate Schedule 1 (Transmission Owners Agreement), Article Three, Section I.A. For each SATOA included in the MTEP, the Transmission Provider will develop an Operating Guide specifying the operating practices applicable to the SATOA and consistent with the system performance requirements determined through the planning study supporting the selection of the SATOA for inclusion in the MTEP. The Operating Guide will include limitations on the operation of the SATOA above the maximum Capacity determined to be needed to address the Transmission Issue, consistent with Section II.G.1.a.ii.

3. Storage as Non-Transmission Alternatives

As provided for under Section I.D.1.b, storage facilities that are not proposed as SATOA may be considered as alternatives to transmission assets to address system needs when participating as generation or demand-side resources.

4. SATOA Participation in Markets

SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction.

5. Transmission Service Associated with SATOA Operation

No Transmission Service charges are applicable to the operation of a SATOA.

6. Responsibility for Market-Derived Costs and Revenues Associated with SATOA

a. Accounting for Costs Incurred in the Market

Costs resulting from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be collected through transmission rates in a manner consistent with the treatment of costs associated with the transmission project type that the SATOA is included as in Appendix A of the MTEP pursuant to Section II.G.1.c.ii. As an example, costs for charging a SATOA battery storage device may be included in transmission rates in a manner consistent with the inclusion in transmission rates as a Baseline Reliability Project if the battery storage device operates to serve as a Baseline Reliability Project.

b. Credit Back of Market Revenues

Revenues collected from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be credited back through transmission rates in a manner consistent with the treatment of costs associated with the project category in transmission rates.

7. Removal

No SATOA may be removed from service permanently unless the removal is submitted into the annual MTEP planning process as a proposed project removal, reviewed by the Transmission Provider for its impact on Transmission System performance, and accepted by the Transmission Provider based on such review.

III. Designation of Cost Responsibility for MTEP Projects: Based on the planning analysis performed by the Transmission Provider, which shall take into consideration all appropriate input from Market Participants or external entities, including, but not limited to, any

indications of a willingness to bear cost responsibility for an enhancement or expansion, the recommended MTEP shall, for any enhancement or expansion that is included in the plan, designate: (i) the Market Participant(s) in one or more pricing zones that will bear cost responsibility for such enhancement or expansion, as and to the extent provided by any applicable provision of the Tariff, including Attachments N, X, or any applicable cost allocation method ordered by the Commission; or, (ii) in the event and to the extent that no provision of the Tariff so assigns cost responsibility, the Market Participant(s) or Transmission Customer(s) in one or more pricing zones from which the cost of such enhancements or expansions shall be recovered through charges established pursuant to Attachment GG of this Tariff, or as otherwise provided for under this Attachment FF.

Any designation under clause (ii) of the preceding sentence shall be determined as provided for in Section III.A of this Attachment FF with the cost responsibility at least roughly commensurate with the benefits. For all such designations, the Transmission Provider shall calculate the cost allocation impacts to each pricing zone. The results will be reviewed for unintended consequences by the Transmission Provider and the Tariff Working Group and any such identified consequences shall be reported to the Planning Advisory Committee, and the OMS.

A. Allocation of Costs Within the Transmission Provider Region

1. Default Cost Allocation: Except as otherwise provided for in this Attachment FF, or by any other applicable provision of this Tariff and consistent with the ISO Agreement, the responsibility for Network Upgrades included in the approved MTEP will be addressed in accordance with the provisions of the ISO Agreement.

2. Cost Allocation: The Transmission Provider will designate and assign cost responsibility on a regional, and sub-regional basis for Network Upgrades identified in the MTEP subject to the grand-fathered project provisions of Section III.A.2.b.
 - a. Market Participant's Option to Fund: Notwithstanding the Transmission Provider's assignment of cost responsibility for a project included in the MTEP, one or more Market Participants may elect to assume cost responsibility for any or all costs of a Network Upgrade that is included in the MTEP. Provided however, in the event the Market Participant is also a Transmission Owner such election of the option to fund must be made on a consistent, non-discriminatory basis.
 - b. Grandfathered Projects: The cost allocation provisions of this Attachment FF shall not be applicable to transmission projects identified in Attachment FF-1, which is based on the list of projects designated as Planned Projects in the MTEP approved by the Transmission Provider Board on June 16, 2005 (MTEP 05) and some additions of proposed projects that the Transmission Provider has determined to be in the advanced stages of planning.
 - c. Baseline Reliability Projects: Costs of Baseline Reliability Projects shall be recovered pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) developing such projects, such that the Transmission Owner(s) and/or ITC(s) developing a Baseline Reliability Project shall be responsible for all of the costs of the portion of the

Baseline Reliability Project that is physically located in the Transmission Owner's and/or ITC's pricing zone, subject to the requirements of the ISO Agreement.

- d. Generation Interconnection Projects: Costs of Generation Interconnection Projects that are not determined by the Transmission Provider to be Baseline Reliability Projects, Market Efficiency Projects, or Multi-Value Projects and the Network Upgrade costs associated with advancing a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project associated with a generator interconnection will be paid for by the Interconnection Customer(s) in accordance with Attachment X.

For Generation Interconnection Projects interconnecting to the American Transmission Company LLC transmission system, such costs will be subject to the provision of Attachment FF – ATCLLC.

- 1) For Network Upgrades to facilities in voltage classes at or above 345 kV, the Interconnection Customer shall be repaid 10 percent of the costs of the Generation Interconnection Project funded by the Interconnection Customer once Commercial Operation is achieved. The Transmission Owner(s) constructing the Generation Interconnection Project will repay 10% of the Generation Interconnection Project costs associated with Network Upgrade facilities in a voltage class of 345 kV or greater to the

Interconnection Customer under repayment terms consistent with the schedules and other terms of Attachment X.

The 10% of the Project Cost associated with Network Upgrade facilities of voltage class 345 kV or above and repaid to the Interconnection Customer shall be allocated on a system-wide basis and recovered pursuant to Attachment GG of this Tariff.

- 2) An Interconnection Customer may be required to contribute to the cost of Shared Network Upgrades, as defined in Attachment X to the Tariff, that are funded by another Interconnection Customer, including when the Transmission Owner elects to fund the capital cost of a Shared Network Upgrade under Section 11.3 of the Generator Interconnection Agreement, as a Generation Interconnection Project pursuant to Attachment X in accordance with the following provisions:

- (a) Each Interconnection Customer with one or more Shared Network Upgrade(s) identified in Appendix A of its Generator Interconnection Agreement for which the Transmission Owner(s) has not elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement shall make a one-time payment under Schedule 26-B to the Transmission Provider in accordance with the terms in the Generator

Interconnection Agreement. The one-time payment will reflect the cost of the Shared Network Upgrade assigned to the Interconnection Customer as determined by the Transmission Provider.

All revenue collected by the Transmission Provider through Schedule 26-B shall be distributed to the appropriate Interconnection Customer(s).

- (b) If the Transmission Owner(s) has elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement, each Interconnection Customer with that Shared Network Upgrade(s) identified in Appendix A of its Generator Interconnection Agreement shall enter into a Facilities Service Agreement(s) with the Transmission Owner(s).
- 3) The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or other rights to the extent provided for under this Tariff, for any Network Upgrade costs funded by or charged to the Interconnection Customer and not subject to repayment under the provisions of this Section III.A.2.d. In the event that a Generation Interconnection Project defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to

the costs of the deferred or displaced Baseline Reliability Project shall be allocated consistent with the cost allocation for the Baseline Reliability Project.

4) International Transmission/Michigan Electric Transmission Company:

(a) For those Generation Interconnection Projects for which International Transmission Company or Michigan Electric Transmission Company, LLC, (“International” or “METC”) as Transmission Owners will be a signatory to the interconnection agreement under the terms of Attachment X of this Tariff or any successor provision of the Tariff executed by the parties after the effective date of this Attachment FF Section III.A.2.d.4, this Attachment FF Section III.A.2.d.4 shall apply.

(b) Generation Interconnection Projects: The cost of Network Upgrades for Generation Interconnection Projects that are not determined by the Transmission Provider to be Baseline Reliability Projects shall be reimbursed by the Transmission Owner as provided in this Section III.A.2.d.4. All costs of Network Upgrades for Generation Interconnection Projects will initially be paid by the Interconnection Customer in accordance with the terms of

the Interconnection Agreement entered into pursuant to Attachment X of this Tariff. To the extent the Interconnection Customer demonstrates at the time of Commercial Operation of the Generating Facility one of the following:

- i. Generating Facility has been designated as a Network Resource in accordance with the Tariff, or
- ii. Contractual commitment has been entered into with a Network Customer for capacity, or in the case of an Intermittent Resource, for energy, from the Generating Facility for a period of one (1) year or longer.

The Interconnection Customer will receive up to one hundred percent (100%) reimbursement of reimbursable costs within ninety (90) days of the Commercial Operation Date, such reimbursement prorated by the percentage of the Generating Facility capacity or annual available energy output contracted for and as demonstrated to the satisfaction of the Transmission Provider.

If the Interconnection Customer is unable to demonstrate to the satisfaction of the Transmission

Provider at the time of Commercial Operation of the Generating Facility that the Generating Facility has met the repayment obligations set forth in Attachment FF Sections III.A.2.d.4.b.i. or III.A.2.d.4.b.ii. the Interconnection Customer shall be directly assigned 100% of the costs of the Generation Interconnection Project. The Transmission Owner may effect this direct assignment of costs by either foregoing any repayment of costs funded by the Interconnection Customer, or by electing to repay 100% of the costs under repayment terms consistent with the schedules and other terms of Attachment X.

The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or other rights to the extent provided for under this Tariff, for any Network Upgrade costs funded by or charged to the Interconnection Customer and not subject to repayment under the provisions of this Attachment FF Section III.A.2.d.4. In the event that a Generation Interconnection Project defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to the costs of the deferred or displaced Baseline Reliability Project shall be allocated

consistent with the cost allocation for the Baseline Reliability Project.

(c) For all amounts to be reimbursed by a Transmission Owner to an Interconnection Customer in accordance with this Attachment FF Section III.A.2.d.4, the Transmission Owner will reimburse the sums received from the Interconnection Customer in cash together with any applicable interest, in accordance with the terms of the Interconnection Agreement.

(d) Allocation of Generation Interconnection Reimbursement. For all amounts reimbursed by a Transmission Owner to an Interconnection Customer under this Attachment FF Section III.A.2.d.4, the reimbursement will be allocated as follows:

- i. Projects of Voltage Below 345 kV: 50% of the applicable Project Cost for Generation Interconnection Projects with a voltage class below 345 kV shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the sub-regional allocation of the Project Cost shall be determined on a

case-by-case basis in accordance with a Line Outage Distribution Factor Table (“LODF Table”) developed by the Transmission Provider which is similar in form to that attached hereto as Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the reimbursement will not be subject to any regional or sub-regional cost allocation, but

will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

- ii. Projects of Voltage 345 kV and Higher:
10% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a system-wide basis to all Transmission Customers and recovered through a system-wide rate. 40% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the sub-regional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table (“LODF Table”) developed by the Transmission Provider similar in form to that attached hereto as Attachment FF-2.

The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the reimbursement will not be subject to any regional or sub-regional cost allocation, but will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

- e. Transmission Delivery Service Projects: Costs of Transmission Delivery Service Projects shall be assigned and recovered in accordance with Attachment N of this Tariff.
- f. Market Efficiency Projects: Costs of Market Efficiency Projects shall be allocated as follows:
 - i) One Hundred percent (100%) of the costs of the Market Efficiency Projects with a voltage at or above 230 kV that do not qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA shall be allocated to all Transmission Customers in each of the of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7. For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV, one hundred percent (100%) of the Transmission Provider's share of the costs shall be allocated to all Transmission Customers in each of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7.

- ii) For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV, one hundred percent (100%) of the Transmission Provider's share of the costs shall be allocated to all Transmission Customers in each of the Cost Allocation Zones, as defined in Attachment WW. The cost allocated to each Cost Allocation Zone shall be based on the relative benefit determined for each Cost Allocation Zone that has a positive present value of annual benefits over the evaluation period using the methodology for project benefit determination of Attachment FF-7, Section I.A.

- iii) Excessive Funding or Requirements: The Transmission Provider shall seek to identify and manage the development of, as a part of the planning process for Market Efficiency Projects, portfolios of projects that tend to provide net benefits over the planning horizon, as determined according to the applicable section(s) of Attachment FF-7, throughout each Transmission Pricing Zone for each Market Efficiency Project with a voltage at or above 230 kV that does not

qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA, for each Market Efficiency Project that is also an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV, and for each Cost Allocation Zone, as defined in Attachment WW, for each Market Efficiency Project that is also an Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV. The Transmission Provider shall analyze on an annual basis whether the project portfolios developed in accordance with this goal and the criteria in Section III.A.2.f unintentionally result in unjust or unreasonable annual capital funding requirements for any Transmission Owner or rate increases for Transmission Customers in designated pricing zones; or otherwise result in undue discrimination between the Transmission Customers, Transmission Owners, or any Market Participants; any such identified consequences shall be reported to the Planning Advisory Committee and to the Organization of MISO States. After discussing such assessments with the aforementioned stakeholder bodies, and taking into

consideration the cumulative experience in applying this Attachment FF, the Transmission Provider will make a determination as to whether Tariff modifications are required, and if so file such modifications.

g. Multi-Value Projects: Costs of Multi-Value Projects will be allocated as follows:

- i) For a Portfolio of Multi-Value Projects with benefits spread broadly across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of the Multi-Value Projects shall be allocated on a system-wide basis to Transmission Customers that withdraw energy, including external transactions sinking outside the Transmission Provider's region, and recovered through an MVP Usage Charge pursuant to Attachment MM.
- ii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX but not broadly spread across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers

that withdrew energy in the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX, including applicable external transactions associated with the MISO Midwest MVP Cost Allocation Subregion sinking outside the Transmission Provider's region; and (2) recovered through an MVP Usage Charge pursuant to Attachment MM.

- iii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO South MVP Cost Allocation Subregion identified in Attachment XX but not broadly spread across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers that withdraw energy in the MISO South MVP Cost Allocation Subregion as identified in Attachment XX, including applicable external transactions associated with the MISO South MVP Cost Allocation Subregion and sinking outside the Transmission Provider's region; and (2) recovered through an MVP Usage Charge pursuant to Attachment MM.

h. Targeted Market Efficiency Projects: The cost of a Targeted Market

Efficiency Project shall be allocated as follows:

- i) Targeted Market Efficiency Projects are interregionally cost allocated between the Transmission Provider and PJM per Section 9.4.4.2.5 of the Joint Operating Agreement between the Transmission Provider and PJM.
- ii) One hundred percent (100%) of the Transmission Provider's share of the cost of a Targeted Market Efficiency Project shall be allocated to all Transmission Pricing Zones that receive a positive congestion contribution benefit from the Targeted Market Efficiency Project. The share of such cost allocated to each Transmission Pricing Zone shall be in proportion to the relative positive congestion contribution benefit accruing from the Targeted Market Efficiency Project to the Transmission Pricing Zone over the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. To determine the relative positive contribution benefit accruing to each Transmission Pricing Zone, the Transmission Provider will use the data resulting from the Targeted Market Efficiency Project study conducted pursuant to Section 9.3.7.2(c) of the Joint Operating Agreement and apply a congestion

contribution formula to each load node and generator node in the Commercial Model equal to the multiplication of the Shadow Price of the flowgate, shift factor of the load node or generator node to the flowgate, and the amount of load or generation at the node. This formula will be applied for all hours in the Day Ahead market where the Reciprocal Coordinated Flowgate experienced congestion. The congestion contribution of each load node or generator node on the Reciprocal Coordinated Flowgate will be calculated for each congested interval during the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. Summing all of the congestion contributions will yield the relative benefits of the upgrade to each load node or generator node. Aggregating the load node or generator node congestion contributions for each Transmission Pricing Zone gives the net benefits of the upgrade to each Transmission Pricing Zone, providing the basis for cost allocation of the Transmission Provider's share of the cost of the Targeted Market Efficiency Project.

- iii) Provided, however, that no cost for the Targeted Market Efficiency Project shall be allocated to a Transmission

Pricing Zone if the positive congestion contribution benefit from the Targeted Market Efficiency Project to that Transmission Pricing Zone is calculated to be less than a threshold of either: (1) \$5,000 total or (2) less than one percent (1%) of the Transmission Provider's cost of the Targeted Market Efficiency Project. Any costs that are not allocated to a Transmission Pricing Zone because they fall within this threshold will be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

- iv) Provided, further, that no cost for a Targeted Market Efficiency Project that is approved in any MTEP by the Transmission Provider Board during the Second Planning Area's Transition Period shall be allocated to a Transmission Pricing Zone located in the Second Planning Area if the Targeted Market Efficiency Project terminates wholly outside of MISO or terminates exclusively in the First Planning Area. Any costs that are not allocated to a

Transmission Pricing Zone in the Second Planning Area as a result of this subsection shall be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

- i. Market Participant Funded Projects (MPFPs): Costs of MPFPs will be allocated as follows: One-hundred percent (100%) of the cost of a Market Participant Funded Project (MPFP) shall be assigned to the Market Participant that proposed the project, subject to the provisions of this Attachment FF Section II.D.3, unless other cost sharing arrangement is agreed to between the Market Participant and the incumbent Transmission Owner.
- j. Treatment of Projects that meet both Baseline Reliability Project Criteria and/or New Transmission Access Project Criteria, and the Market Efficiency Project Criteria: If the Transmission Provider determines that a project designated as a Market Efficiency Project also meets the criteria to be designated as a Baseline Reliability Project and/or a New Transmission

Access Project, the cost of such project shall be allocated in accordance with the Market Efficiency Project allocation procedures.

- k. Other Projects: Unless otherwise agreed upon pursuant to Section III.A.2.a. of this Attachment FF, the costs of Network Upgrades that are included in the MTEP, but do not qualify as Baseline Reliability Projects, New Transmission Access Projects, Targeted Market Efficiency Projects, Market Efficiency Projects, or Multi-Value Projects shall be eligible for recovery pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) paying the costs of such project, subject to the requirements of the ISO Agreement.
- l. Withdrawal from MISO: A Transmission Owner that withdraws from the MISO as a Transmission Owner shall remain responsible for all financial obligations incurred pursuant to this Attachment FF while a Member of the MISO and payments applicable to time periods prior to the effective date of such withdrawal shall be honored by the MISO and the withdrawing Member.
- m. New Transmission Owners: A new Transmission Owner joining the MISO will be responsible for the following financial obligations:
 - a. New Transmission Owners will not be responsible for any portion of Baseline Reliability Projects, Generation Interconnection Projects, Transmission Delivery Service Projects, Targeted Market Efficiency Projects, or Market

Efficiency Projects that were approved prior to their entry date.

- b. For Multi-Value Projects approved prior to the new Transmission Owner's entry date, the load interconnected to the Transmission Owner's Transmission System will be responsible for one-hundred percent (100%) of the MVP usage charge described in Attachment MM for the years following the Transmission Owner's entry date applied to the Monthly Net Actual Energy Withdrawals for Load interconnected to the Transmission Owner's Transmission System.
- n. Only a Transmission Owner shall be authorized to construct and/or own transmission facilities associated with a Baseline Reliability Project. For projects jointly developed between Transmission Owners and other parties the portion constructed and owned by a Transmission Owner may qualify as a Baseline Reliability Project, Market Efficiency Project, and/or Multi Value Project.

IV. Merchant Transmission Project Data Requirements: A proposed merchant transmission developer assumes all financial risk and funding requirements for developing its transmission project(s) and constructing the proposed transmission facility(ies). In order for a proposed merchant transmission developer's facility to be interconnected to the Transmission

System, it is first necessary for the impacted Transmission Owner and the Transmission Provider to analyze the reliability and operational impact of the proposed new merchant transmission facility(ies) on the Transmission System to determine if the new merchant transmission facilities can be reliably supported by the Transmission System, and if not, what Network Upgrades funded by the merchant transmission developer would be required to reliably support the proposed merchant transmission facility(ies). In order to perform the required reliability and operational analyses, the merchant transmission developer must provide the following data to the Transmission Provider:

- (1) Each transmission circuit and substation, including new facilities, associated with the merchant transmission proposal;
- (2) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, AC or DC) for each transmission circuit associated with the merchant transmission proposal;
- (3) Typical and maximum MW power flow schedules, in each direction, for all proposed DC transmission circuits associated with the merchant transmission proposal;
- (4) Normal and emergency summer and winter load ratings for each transmission circuit associated with the merchant transmission proposal;
- (5) Maximum allowable positive sequence impedance for each AC transmission circuit associated with the merchant transmission proposal, when applicable;
- (6) List of all transmission buses associated with the merchant transmission proposal, including nominal operating voltage level in kV, voltage characteristics, and terminating transmission branches and shunts;

- (7) Proposed substation one-line diagrams for all new substations associated with the merchant transmission proposal, including circuit breaker and bus configuration details;
- (8) Load ratings, winding connections, impedances, tap data, and any other relevant information for load carrying equipment and facilities associated with the merchant transmission proposal, as applicable;
- (9) Modeling files to model proposed facilities and relevant new contingencies in power flow, stability, short-circuit and other relevant study models; and
- (10) Any other data determined pertinent to the study by the Transmission Provider and/or interconnecting Transmission Owners for the specific merchant transmission facility proposal.

V. Designation of Entities to Construct, Implement, Own, Operate, Maintain, Repair, Restore, and/or Finance MTEP Projects: With the exception of Competitive Transmission Projects, for each project included in the recommended MTEP Appendix A and prior to approval by the Transmission Provider Board, the plan shall designate one or more Transmission Owners to construct, own, operate, maintain, repair, restore, and finance the recommended project, based on the planning analysis performed by the Transmission Provider and based on other input from participants, including, but not limited to, any indications of a willingness to bear cost responsibility for the project; and applicable provisions of the ISO Agreement. Regarding Competitive Transmission Projects, upon the determination of the Selected Developer(s) for such projects, as set forth in Section VIII of this Attachment FF, the Transmission Provider shall update the approved MTEP Appendix A by identifying the Selected Developer(s) for each Competitive

Transmission Project. Should the facilities from such Competitive Transmission Projects not be approved by state regulatory authorities as Competitive Transmission Facilities, but instead as upgrades to existing transmission facilities, as defined in Section VIII.A.2 of this Attachment FF, the Transmission Provider shall update MTEP Appendix A by designating the appropriate Transmission Owner(s) to construct, own, operate, maintain, repair, restore, and finance such facilities in accordance with the ISO Agreement.

VI. Implementation of the MTEP:

A. If the Transmission Provider and any Transmission Owner's planning representatives, or other designated entity(ies), cannot reach agreement on any element of the MTEP, the dispute may be resolved through the dispute resolution procedures provided in the Tariff, or in any applicable joint operating agreement, or by the Commission or state regulatory authorities, where appropriate. The MTEP shall have as one of its goals the satisfaction of all regulatory requirements as specified in Appendix B or Article IV, Section I, Paragraph C of the ISO Agreement.

B. The Transmission Provider shall present the MTEP, along with a summary of relevant alternative projects that were not selected, to the Transmission Provider Board for approval on a biennial basis, or more frequently if needed. The proposed MTEP shall include specific projects already approved as a result of the Transmission Provider entering into Service Agreements with Transmission Customers where such agreements provide for identification of needed transmission construction, timetable, cost, and Transmission Owner or other parties' construction responsibilities.

C. Approval of the MTEP by the Transmission Provider Board certifies it as the Transmission Provider plan for meeting the transmission needs of all stakeholders subject to any required approvals by federal or state regulatory authorities. The Transmission Provider shall provide a copy of the MTEP to all applicable federal and state regulatory authorities. The affected Transmission Owner(s), Selected Developer(s), or other designated entity(ies), shall make a good faith effort to design, certify, and build the designated facilities to fulfill the approved MTEP. However, in the event that an MTEP Appendix A project approved by the Transmission Provider Board is being challenged through the dispute resolution procedures under this Tariff or in court proceedings, the obligation of the Transmission Owners, or other designated entity(ies), to build that specific project (subject to required approvals) is waived until the approved project emerges from the dispute resolution procedures. In the event that selection of the Selected Developer(s) to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer(s) to construct the project pursuant to the Selected Developer Agreement is not waived. The Transmission Provider Board shall allow the Transmission Owners, or other designated entity(ies), to optimize the final design of specific facilities and their in-service dates if necessary to accommodate changing conditions, provided that such changes comport with the approved MTEP and provided that any such changes are accepted by the Transmission Provider through the Variance Analysis process described in Section IX of this Attachment FF, as necessary. Any disagreements concerning such matters shall be subject to the dispute resolution procedures of this Tariff.

D. The Transmission Provider shall assist the affected Owner(s), Selected Developer(s), or other designated entity(ies), in justifying the need for, and obtaining certification of, any facilities required by the approved MTEP by preparing and presenting testimony in any proceedings before state or federal courts, regulatory authorities, or other agencies as may be required. The Transmission Provider shall publish annually, and distribute to all Members and all appropriate state regulatory authorities, a five-to-ten-year planning report of forecasted transmission requirements. Annual reports and planning reports shall be available to the general public upon request.

VII. Multi-Value Project Costs and Benefits Review and Reporting

A. Frequency and Reporting of Multi-Value Project Review: For two (2) three (3) year cycles, as provided below and in the Business Practices Manual for Transmission Planning, the Transmission Provider shall conduct a review of the cumulative costs and benefits associated with any MVP(s) first included in an approved MTEP in the preceding six (6) years, and shall disseminate the results of such reviews to its stakeholders. The Transmission Provider shall use the review process and results to identify potential modifications to the MVP methodology and its implementation for projects to be approved at a future date.

1. **Triennial Full MVP Review:** Beginning with the third MTEP following approval of an MVP , and the third MTEP thereafter, the Transmission Provider shall conduct a full MVP review, as provided in Section VII.B of this Attachment FF.
2. **Annual Limited MVP Review:** For each year where a Triennial Full MVP Review

outlined in Section VII.A.1 of this Attachment FF is not required, the Transmission Provider shall conduct a limited MVP review, as provided in Section VII.C of this Attachment FF.

3. **Calculation of Costs and Benefits:** The Triennial Full MVP Reviews and the Annual Limited MVP Reviews shall calculate costs and benefits on a forward-looking basis over both twenty (20)-year and forty (40)-year periods. The costs calculation shall use updated project costs and in-service dates provided in the latest MTEP quarterly status report, and the benefits calculation shall use updated future scenarios from the latest MTEP planning cycle. The results of the costs and benefits calculation shall be provided for each Cost Allocation Zone as defined in Attachment WW.
 4. **Dissemination of the Results of the Full and Limited MVP Reviews:** Within a reasonable time after completion of each MVP review, the Transmission Provider shall disseminate the results of and supporting analysis for the MVP review through: (a) publication in the MTEP; (b) posting on the appropriate section of the Transmission Provider's public website; and (c) presentation to the appropriate stakeholder committees.
- B. Scope of Full Multi-Value Project Review:** Each full MVP review shall at a minimum include the following:
1. **Quantitative Benefits:** Analysis of the quantifiable economic benefits resulting from the addition of MVPs first included in an approved MTEP within the preceding six years, including, but not limited to:

- a. Congestion and Fuel Savings: Savings from increased access to lower cost Resources;
 - b. Decreased Operating Reserves: Savings associated with lower Operating Reserve requirements;
 - c. Decreased System Planning Reserve Margin: Savings associated with deferred generation investment due to a reduction in the system-wide Planning Reserve Margin; and
 - d. Decreased Transmission Line Losses: Savings associated with deferred generation investment due to a reduction in the Capacity required to serve transmission losses during peak hours, to the extent that MVPs reduce such losses.
2. Public Policy and Other Qualitative Benefits: Analysis of the public policy and other qualitative benefits accruing from MVPs, such as newly interconnected wind units; and an increase in the percentage of the Transmission Provider's Energy needs being supplied by wind and/or other renewable resources, and wind curtailments.
 3. Historical Data: Based on the historical data available to the Transmission Provider for the five (5) prior years, of information on certain additional market trend metrics including, but not limited to:
 - a. Congestion costs;
 - b. Energy prices;
 - c. Fuel costs;

- d. Planning Reserve Margin requirements;
- e. Number of newly interconnected Resources, by Resource type; and
- f. The share of the Transmission Provider's Energy supplied, by Resource type.

C. Scope of Limited Multi-Value Project Review: Each limited MVP review shall at a minimum include the items described in Sections VII.B.1 and VII.B.3 of this Attachment FF, as well as project costs and in-service dates, based on the latest available data for the current year for those MVPs first included in an approved MTEP within the preceding six years.

VIII. COMPETITIVE TRANSMISSION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements associated with identifying Competitive Transmission Facilities contained within a Market Efficiency Project or Multi-Value Project approved by the Transmission Provider Board in MTEP Appendix A; certifying entities as Qualified Transmission Developers, whether they are existing Transmission Owners or non-incumbent transmission developers; solicitation of Proposals from Qualified Transmission Developers to construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Facilities; evaluation of Proposals; and designation of a Selected Proposal and Selected Developer(s) pursuant to Section VIII of Attachment FF of the Tariff.

VIII.A. APPLICABILITY

Except as otherwise provided in Sections VIII.A.1, VIII.A.2 and VIII.A.3 of this Attachment FF, the Competitive Developer Selection Process shall be applicable to all transmission facilities and substation facilities included in an Eligible Project.

VIII.A.1. State or Local Rights of First Refusal:

The Transmission Provider shall comply with any Applicable Laws and Regulations granting a right of first refusal to a Transmission Owner. The Transmission Owner will be assigned any transmission project within the scope, and in accordance with the terms, of any Applicable Laws and Regulations granting such a right of first refusal. These Applicable Laws and Regulations include, but are not limited to, those granting a right of first refusal to the incumbent Transmission Owner(s) or governing the use of existing developed and undeveloped right of way held by an incumbent utility.

VIII.A.2. Upgrades to Existing Transmission Facilities:

A Transmission Owner shall have the right to develop, own, and operate any upgrade to a transmission facility owned by the Transmission Owner, in accordance with this Tariff and the ISO Agreement.

For Eligible Projects that contain both upgrades to existing transmission facilities as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 and new transmission facilities that are not upgrades, the Transmission Provider shall apply the following rules to assign the facilities included in the Eligible Project to the applicable incumbent Transmission Owner(s) or Selected Developer.

- a. If 80% or more of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, then the Transmission Provider shall designate the applicable incumbent Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement.
- b. If less than 80% of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, the Transmission Provider shall divide the Eligible Project into two or more facilities or segments of facilities based upon the rules set forth in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF. For those facilities or segments of facilities that are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1, the Transmission Provider shall designate the applicable incumbent Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement. Those facilities or segments that are not exempt from the Competitive Developer Selections Process pursuant to Section VIII.A.1 through VIII.A.3 shall be subject to the Competitive Developer Selection Process.

For purposes of this Section VIII.A.2, the Transmission Provider shall use the cost estimates prepared by the Transmission Provider for presentation to the

Transmission Provider Board at the time such facilities are approved for inclusion in Appendix A to calculate the total cost of the transmission facilities contained within an Eligible Project.

VIII.A.2.1. Upgrades to Existing Transmission Lines: Upgrades to existing transmission line facilities include any expansion, replacement, or modification, for any purpose, made to existing transmission line facilities that are classified as transmission plant and owned by one or more Transmission Owners, for reasons including, but not limited to:

- (a) Increasing the load capability of the transmission line or an associated circuit;
- (b) Increasing the nominal operating voltage of the transmission line or an associated circuit;
- (c) Installing additional plant on an existing overhead or underground transmission line facility, such as, but not limited to:
 - i. plant associated with an additional circuit installed on spare structure positions;
 - ii. additional structures to increase a sag limit or for other purposes;
 - iii. a sectionalizing switch installed on an existing transmission line circuit regardless of whether or not it is installed on an existing structure; and
 - iv. any other plant additions to existing transmission line

facilities.

(d) Any requirement or request to relocate transmission line facilities owned by an incumbent Transmission Owner where the purpose of the relocation is not part of the core scope of a Competitive Transmission Project, including, but not limited to, relocations driven by aesthetics, highway expansion projects, other infrastructure expansion projects, projects to improve the reliability or performance of the Transmission System, projects to reduce the cost to operate and maintain the Transmission System, projects to interconnect new generation and load, and projects to accommodate the relocation of an existing substation;

(e) Any requirement or request to relocate existing transmission line facilities owned by an incumbent Transmission Owner to accommodate Competitive Transmission Line Facilities associated with a Competitive Transmission Project, where such construction of the Competitive Transmission Line Facilities requires or requests use of the incumbent Transmission Owner's right-of-way and, as a result, also requires or requests transfer of the existing transmission facilities to alternative right-of-way or an alternative position on the same right-of-way based on either mutual consent of the incumbent Transmission Owner and Selected Developer(s) and/or the outcome of a state regulatory proceeding or court action;

(f) Functionally equivalent capital replacement of any portion of an

existing transmission line facility due to aging, deterioration, damage, poor performance, aesthetics, high operating and maintenance costs, or other similar reasons;

(g) Replacing one or more existing components of any existing transmission line facility, such as, but not limited to:

- i. replacing existing conductors with higher capacity conductors or better performing conductors;
- ii. replacing existing structures;
- iii. replacing insulators rated at a specific voltage with insulators rated at a higher voltage;
- iv. replacing aging or defective components associated with the existing transmission line;

(h) Improving the performance or characteristics of the existing transmission line for any reason;

(i) Converting an existing overhead transmission line to an underground transmission line on the same right-of-way and/or converting an existing underground transmission line to an overhead transmission on the same right-of-way;

(j) Improving land and land rights booked under the Commission's Uniform System of Accounts, Account Nos. 105, 350, and/or 380; or

(k) Any other modifications to existing transmission facilities.

VIII.A.2.1.1. Installation of additional transmission circuits on existing transmission lines:

If a Competitive Transmission Project includes developing a new transmission circuit and either the project scope or subsequent state or local regulatory proceedings determine that all or a portion of the circuit must be installed on an existing transmission line that is part of the Transmission System (i.e., co-located with existing transmission circuits on the same structures), the following rules will be used to determine what constitutes an upgrade:

- (a) If the structures associated with the existing transmission line are multi circuit structures and have spare positions to accommodate installation of one or more additional transmission circuit(s), installation of the new transmission circuit(s) on these spare structure positions will be considered an upgrade.
- (b) If the structures associated with the existing transmission line can be expanded to accommodate installation of one or more additional transmission circuit(s), expansion of the structure and installation of the new transmission circuit(s) will be considered an upgrade.
- (c) If the structures associated with the existing transmission line are not multi circuit structures and cannot be expanded to accept additional circuits, do not have sufficient spare structure positions available to accommodate the new transmission circuit(s), or have spare structure positions that are reserved for future use by the

incumbent Transmission Owner and not available for the new transmission circuit(s) in question, it will be necessary to rebuild the existing transmission line to accommodate one or more additional transmission circuits. Under this scenario, acquisition of additional right-of-way (if necessary), removal of the existing transmission line plant, construction of new transmission line structures, and transfer or replacement of the existing transmission line conductors, insulators, and shield wires will be considered an upgrade. Subject to Section VIII.A.2(a) of this Attachment FF, installation of new conductors and insulators associated with the new transmission circuit(s) will not be considered an upgrade. Therefore, the incumbent Transmission Owner will have the right of first refusal to engineer, construct, own, operate, restore, maintain, and collect revenue on all transmission plant associated with rebuilding the existing transmission line that is booked to Account Nos. 350, 352, 353, 354, 355, 357, 359, and 359.1 of the Commission's Uniform System of Accounts in accordance with such Uniform System of Accounts. Furthermore, the incumbent Transmission Owner will have the right of first refusal to engineer, construct, own, operate, restore, maintain, and collect revenue on all plant associated with existing transmission circuits that is booked to Account Nos. 356 and 358 of the Commission's

Uniform System of Accounts in accordance with such Uniform System of Accounts. In addition, the incumbent Transmission Owner will have the right of first refusal to engineer, construct, own, operate, maintain, and collect revenue on all shield wires associated with the existing transmission line that is booked to Account No. 356 of the Commission's Uniform System of Accounts in accordance with such Uniform System of Accounts, except for any shield wire that consists of fiber optic cable and is intended to facilitate communications to support protection of the new transmission circuit(s) where the associated protective relay schemes at all terminals associated with the new transmission circuit(s) will be owned by the Selected Developer(s) in accordance with the provisions of Attachment FF that govern whether or not substation improvements are considered an upgrade. Except as provided by Section VIII.A.2(a) of this Attachment FF, the Selected Developer(s) will have the right to engineer, design, own, operate, restore, maintain, and collect revenue on all plant associated with the new transmission circuit(s) that is booked to Account Nos. 356 and 358 of the Commission's Uniform System of Accounts in accordance with such Uniform System of Accounts and any shield wire that consists of fiber optic cable and is intended to facilitate communications to support

protection of the new transmission circuit(s) where the associated protective relay schemes at all terminals associated with the new transmission circuit(s) will be owned by the Selected Developer(s) in accordance with the provisions of Attachment FF that govern whether or not substation improvements are considered an upgrade. In such cases where an incumbent Transmission Owner and a Selected Developer(s) both own plant associated with a rebuilt existing transmission line, each party will have the right to allocate their respective costs (i.e., revenue requirements for its portion of the investment) in accordance with the cost allocation provisions of this Tariff for Multi-Value Projects or Market Efficiency Projects as appropriate. Furthermore, such parties shall, in good faith, develop, negotiate, and execute a joint-use agreement for these facilities that governs responsibilities (including who incurs associated costs) for permitting, engineering, construction, operations, maintenance, restoration, and facility access and file such executed agreement with the Commission, and submit a copy to the Transmission Provider. However, there is no obligation on the incumbent Transmission Owner to provide project implementation and/or operations and maintenance services to the Selected Developer(s) for the Selected Developer's portion of the facility, nor is there any obligation on

the Selected Developer(s) to provide project implementation and/or operation and maintenance services to the incumbent Transmission Owners for the incumbent Transmission Owner's portion of the facility, other than the mutual coordination of activities.

VIII.A.2.2. Upgrades to Existing Substations:

Upgrades to existing substations include any expansions, replacements or modifications made, in part or in whole, to any existing substation or portion thereof that is owned by one or more Transmission Owners, and where some or all of the plant within the existing substation is classified as transmission plant. These upgrades include, but are not limited to:

- (a) Replacing facilities and/or equipment within an existing substation footprint;
- (b) Installing additional plant within an existing substation footprint;
- (c) Modifying facilities and/or equipment within an existing substation footprint;
- (d) Expanding an existing substation footprint within the existing substation site boundaries and installing additional plant within the expanded area;
- (e) Acquiring additional land adjacent to the existing substation in

- conjunction with installation of additional plant within the boundaries of this additional land, including facilities to interconnect such plant to the existing substation plant; and
- (f) Developing an additional footprint near the existing substation to facilitate effective expansion of the existing substation as further described below in Section VIII.A.2.2.1.

VIII.A.2.2.1. Expansion of an existing substation by developing an additional footprint near the existing substation:

Construction of a new substation footprint near an existing substation to facilitate expansion of the existing substation is considered an upgrade and is necessary when the transmission project calls for expansion of the existing substation and there is not sufficient space for such expansion. Upgrades through development of a second substation footprint can be accomplished in one of two ways. First, a second substation footprint can be developed near the existing substation footprint, and the two substation footprints will function electrically as a single substation and will be interconnected by bus extensions or connectors. An example would be expanding an existing substation that is landlocked by public roadways by developing a second substation footprint on the other side of one of the roads and then installing an overhead single span connector which would function as a substation bus to interconnect the two substation footprints. Second, an existing substation could be retired for many reasons such as

but not limited to: lack of room for future expansions, physical conditions such as soil subsidence, earthquake reinforcement requirements, to prevent flood damage, regulatory/public necessity/economic reasons, and other similar factors. A new substation could be developed nearby on a different site and all transmission circuits into the existing substation could be rerouted to the new site, which is essentially the relocation of an existing substation. These scenarios represent upgrades to an existing substation when the intent of the transmission project produced by the transmission planning process is to expand the existing substation rather than develop a new substation or to relocate an existing substation for reasons not related to implementation of a regionally cost shared transmission project.

VIII.A.3. Immediate Need Reliability Projects

Immediate Need Reliability Projects are projects that: (a) are identified in a Baseline Reliability Study needed to address a reliability need and needed within thirty-six (36) months from first Calendar Day of the month in which the Transmission Provider Board approves the project for inclusion in Appendix A of an MTEP; and (b) meet the criteria for designation as a Baseline Reliability Project pursuant to Section II.A.1 of this Attachment FF, notwithstanding the fact that such project also meets the criteria set forth in Section II.B of this Attachment FF for classification as a Market Efficiency Project. The Transmission Provider shall designate the applicable Transmission Owner to

develop, own, and operate all transmission facilities comprising such Immediate Need Reliability Project in accordance with the ISO Agreement.

VIII.A.3.1 Procedure for Review of Immediate Need Reliability Projects:

(a) Within thirty (30) Calendars Days after the Transmission Provider Board approves the respective MTEP, the Transmission Provider shall post a report on its website that separately identifies each Immediate Need Reliability Project that the Transmission Provider has determined to assign to the applicable Transmission Owner. The posted report shall include:

- i. An identification of the transmission facilities contained within the Immediate Need Reliability Project;
- ii. The need by date of each Immediate Need Reliability Project;
- iii. A brief explanation of the reliability need(s), that each Immediate Need Reliability Project is required to address, including the reason(s) for the need by date, in sufficient detail to allow stakeholders to understand the need and why it is time sensitive;
- iv. The date(s) and manner in which the reliability need was first identified during the planning process along with an explanation of why the need was not identified earlier;
- v. An explanation of other transmission or, consistent with the provisions of Section I.D.1.b, any non-transmission alternatives the Transmission Provider considered but concluded would not sufficiently address the immediate reliability need.

(b) If the Transmission Provider identifies any Immediate Need Reliability Projects pursuant to Section VIII.A.3.1(a), the Transmission Provider shall provide stakeholders with thirty (30) Calendar Days to submit comments in response to the report required by Section VIII.A.3.1(a) starting with the date that such report is posted on the Transmission Provider's website. Within sixty (60) Calendar Days after posting the report required by Section VIII.A.3.1(a), the Transmission Provider shall post the comments received together with any responses by the Transmission Provider.

(c) The Transmission Provider shall post and update at least annually a list of prior years' designations of Market Efficiency Projects that met the criteria in Section VIII.A.3, for designation as an Immediate Need Reliability Project which list shall contain both the need-by date and the date that the Transmission Owner placed the facility in service.

VIII.A.3.2 Immediate Need Reliability Project Dispute Resolution.

Any disputes regarding determinations to classify or not classify a transmission project as an Immediate Need Reliability Project and/or assign transmission facilities associated with such Immediate Need Reliability Project to the Transmission Owner will be referred to the Dispute Resolution Process under Attachment HH of this Tariff. In the event that such classification and/or assignment is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the designated Transmission Owner to construct such facilities is not waived.

VIII.B. COMPETITIVE DEVELOPER QUALIFICATION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements associated with certifying entities as Qualified Transmission Developers, whether they are existing Members or non-incumbent transmission developers.

VIII.B.1. Qualified Transmission Developers:

Only Qualified Transmission Developers may submit Proposals in response to a Request for Proposals posted by the Transmission Provider for a Competitive Transmission Project. The Transmission Provider will maintain a list of Qualified Transmission Developers on its website that will be updated within thirty (30) Calendar Days of the conclusion of the Competitive Developer Qualification Process.

VIII.B.2. Prequalification Process:

The Transmission Provider will open a prequalification window each quarter of the calendar year for entities that are not currently listed as Qualified Transmission Developers, including existing Members, Non-incumbent Developers, and Non-owner Members, by posting on its website a Transmission Developer Application template and invitation to submit a Transmission Developer Application. To become a Qualified Transmission Developer, each Transmission Developer Applicant must submit a Transmission Developer Application using the template(s) posted with the invitation and further described in the applicable Business Practices Manuals, by the deadline specified in the invitation, but no less than thirty (30) Calendar Days from the date the invitation was posted. The Transmission Developer Applicant shall submit its completed

Transmission Developer Application by the day specified as the deadline in accordance with the requirements in the applicable Business Practices Manual. The Transmission Developer Applicant shall also submit a non-refundable transmission developer application fee, as further described in the applicable Business Practices Manuals, in the amount of \$20,000.00 by 5:00 PM EPT on the day specified as the Transmission Developer Application deadline to cover the cost of processing, reviewing, and determining whether the Transmission Developer Applicant does or does not satisfy all the qualification requirements required by Sections VIII.B.4(a) – (g) and VIII.B.4.1 – VIII.B.4.4 of this Attachment FF to be certified as a Qualified Transmission Developer. A Transmission Developer Applicant may rely on the resources, capabilities, or competencies of an Affiliate to satisfy the qualification requirements contained in Sections VIII.B.4.1 – VIII.B.4.4 provided that the Transmission Developer Applicant: (a) clearly identifies in the Transmission Developer Application which prequalification requirements the Transmission Developer Applicant will rely on its Affiliate to satisfy; (b) clearly identifies the resources, capabilities, and/or competencies of the Affiliate the Transmission Developer Applicant intends to rely on to satisfy each prequalification requirement; and (c) includes with its Transmission Developer Application submission a Statement of Support executed by the Affiliate on which the Transmission Developer Applicant will rely for such support.

VIII.B.2.1. Completed Transmission Developer Applications:

To the extent the Transmission Provider finds the Transmission

Developer Application deficient of information or data required by the Transmission Developer Application template(s), the Transmission Provider will notify the Transmission Developer Applicant of the deficiencies electronically within thirty (30) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application. The Transmission Developer Applicant shall have thirty (30) Calendar Days from the date the Transmission Provider's deficiency notification was sent to submit the additional data required to the Transmission Provider. No additional Transmission Developer Application cure period will be allowed for the purposes of gaining Qualified Transmission Developer status.

VIII.B.2.2. Transmission Developer Application Review:

The Transmission Provider will review each Transmission Developer Application that has been cured of any identified deficiencies and will notify each Transmission Developer Applicant of the Transmission Provider's decision to certify or not certify the Transmission Developer Applicant as a Qualified Transmission Developer within one-hundred eighty (180) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application.

The Transmission Provider will certify those Transmission

Developer Applicants that meet the qualification requirements specified in Sections VIII.B.2 and VIII.B.4 of this Attachment FF and the applicable Business Practices Manuals. If the Transmission Provider does not certify a Transmission Developer Applicant, it will provide the Transmission Developer Applicant with a written explanation detailing its determination within thirty (30) Calendar Days after notification.

The Competitive Transmission Executive Committee shall have the exclusive and final authority to approve or reject Transmission Developer Applications and certify Transmission Developer Applicants as Qualified Transmission Developers.

VIII.B.3. Biennial Recertification Process:

Each Qualified Transmission Developer that intends to remain qualified must recertify its Qualified Transmission Developer status every second calendar year after the year in which such Qualified Transmission Developer was last certified or recertified as a Qualified Transmission Developer by the Transmission Provider. Before July 15 of the year immediately preceding the year in which a QTD is due for recertification, the Transmission Provider will send a notification to each Qualified Transmission Developer that is required to recertify its status in accordance with Section VIII.B.3.1 of this Attachment FF.

VIII.B.3.1. Recertification Submission Requirements:

Each Qualified Transmission Developer that is sent a recertification notification shall submit, within thirty (30) Calendar Days after the recertification notification is sent, a recertification statement in a form to be provided by the Transmission Provider, executed by an authorized representative of the Qualified Transmission Developer. The recertification statement shall confirm, to the best of the Qualified Transmission Developer's knowledge, that it continues to meet the requirements for initial qualification as set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF; and (2) contain a completed checklist indicating whether the Qualified Transmission Developer, or any parent or affiliate whose resources are relied upon for recertification, have experienced certain changes since the date that the Qualified Transmission Developer last submitted a Transmission Developer Application or recertification statement. The specific changes shall be identified in the recertification notice and may include, but are not limited to: (1) merger, reorganization, or a change in the identity of any parent or affiliate providing support; (2) changes to the Qualified Transmission Developer's legal name, state of domicile, or MISO membership status; (3) bankruptcies, liquidations, receiverships or general assignments; (4) any new legal or regulatory violations that would be required to be reported in a Transmission Developer Application pursuant to Section VIII.B.4.3 of this Attachment FF; and (5) any specific changes that the Transmission Provider identifies as necessary to evaluate a Qualified Transmission Developer's continued qualifications.

A properly completed and executed recertification statement stating that the Qualified Transmission Developer and, if applicable, its supporting parent or affiliate, has not experienced any of the changes listed by the Transmission Provider in the recertification statement form shall be deemed a completed recertification application.

If a Qualified Transmission Developer identifies in its recertification statement that any of the changes specified in the recertification statement form accompanying the recertification notice have occurred, initial disclosure shall not create any presumption of disqualification. Upon receipt of an executed recertification statement indicating that a listed change has occurred, the Transmission Provider shall provide the Qualified Transmission Developer with further instructions for submitting information and explanations to enable the Transmission Provider to evaluate the effect of the identified changes on the Qualified Transmission Developer's continued qualifications. Such further instructions shall be tailored to the disclosed change and shall be due no later than thirty (30) Calendar Days after the date that the additional information request was sent to the Qualified Transmission Developer.

Should a Qualified Transmission Developer fail to submit a properly completed recertification statement or any information in response to the Transmission Provider's request for further information within the applicable submission periods specified in this Section VIII.B.3.1 of this Attachment FF, the

Transmission Provider shall notify the Qualified Transmission Developer electronically within five (5) Business Days of the deadline specified in the renewal notification or request for further information of any deficiencies that the Transmission Provider has identified. The Qualified Transmission Developer will have five (5) Business Days from the date of notification of deficiency to cure the identified deficiencies by submitting the required information. Should a Qualified Transmission Developer fail to cure the identified deficiency during this five (5) Business Day period, the Transmission Provider will deem that the Qualified Transmission Developer has requested to voluntarily terminate its certification as a Qualified Transmission Developer in accordance with Section VIII.B.5 of this Attachment FF.

VIII.B.3.2. Review of Recertification Submissions.

The Transmission Provider shall review each Qualified Transmission Developer's recertification submission, any supporting information and explanations, and the annual financial information submitted pursuant to Section VIII.B.8 of this Attachment FF. The Transmission Provider shall determine whether the information included in the submission warrants recertification or termination of a Qualified Transmission Developer's status under the standards established in Section VIII.B.1 through VIII.B.4.4 of this Attachment FF. The Transmission Provider will notify each Qualified Transmission Developer

as to whether or not such entity has been recertified, within one-hundred eighty (180) Calendar Days of the date the Transmission Provider sent the recertification notification.

In the event that the Competitive Transmission Executive Committee terminates or determines not to recertify a Qualified Transmission Developer, the Transmission Provider shall provide that entity with a written explanation detailing its determination within thirty (30) Calendar Days of such notification. If the Transmission Provider either terminates or does not recertify a Qualified Transmission Developer, such entity may seek re-qualification during any subsequent qualification process as described in Section VIII.B.2 of this Attachment FF. The Competitive Transmission Executive Committee shall have the exclusive and final authority to recertify or terminate a Qualified Transmission Developer's Qualified Transmission Developer status.

VIII.B.4. Requirements for Qualified Transmission Developer Status:

To be certified as a Qualified Transmission Developer, the requirements set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF must be satisfied. A Transmission Developer Applicant may elect to satisfy one or more of these requirements by referencing and/or utilizing the qualifications, capabilities, and/or competencies of one or more Affiliates instead of, or in addition to, those of the Transmission Developer Applicant. Should a Transmission Developer Applicant elect to

reference and/or utilize the qualifications, capabilities, and/or competencies of one or more Affiliates, the Transmission Developer Applicant must: (a) clearly identify in the Transmission Developer Application each Tariff requirement that the Transmission Developer Applicant intends to rely on an Affiliate to satisfy; and (b) include in the Transmission Developer Application an executed Statement of Support for each such Affiliate that acknowledges that the Transmission Developer Applicant is relying on the specified qualifications, capabilities, and/or competencies of the Affiliate. A Transmission Developer Applicant may elect to satisfy one or more of the requirements of VIII.B.4.3(a) and VIII.B.4.3(b) of this Attachment FF by submitting documentation pertaining to an Affiliate provided that the Transmission Developer Applicant also submits such documentation pertaining to itself, included an executed Statement of Support in the Transmission Developer Application for each such Affiliate, and has clearly identified which information and documentation pertains to the Affiliate and which information and documentation pertains to itself.

The general requirements applicable to Qualified Transmission Developers include the following:

- (a) The Transmission Developer Applicant shall be a Transmission Owner or a Non-owner Member in good standing at the time the Transmission Developer Application is acted on by the Transmission Provider and shall maintain such status.
- (b) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission

Developer Applicant, to execute the ISO Agreement should it be designated as a Selected Developer and to list any Competitive Transmission Facilities for which it is designated a Selected Developer, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation); or (ii) state that it is already a signatory to the ISO Agreement and submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that it will list any Competitive Transmission Facilities for which it is designated as a Selected Developer for, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement. The execution of the ISO Agreement must take place after the Competitive Transmission Facilities have been constructed but prior to their energization and the addition of the Competitive Transmission Facilities to Appendix H of the ISO Agreement must take place after the Competitive Transmission Facilities have been energized;

- (c) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to comply with all Applicable Laws and Regulations, codes, and standards governing the engineering, design, construction, operation, and maintenance of transmission facilities including, but not limited to, federal laws; applicable state and local laws;

applicable state and local building codes; federal regulatory requirements; applicable state and local regulatory requirements; applicable state and local licensing authorities; the National Electric Safety Code; the National Electric Code; Applicable Reliability Standards; and Good Utility Practice should the Transmission Developer Applicant be designated as a Selected Developer for one or more Competitive Transmission Facilities;

- (d) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to register with NERC in accordance with NERC's registration guidelines as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC, for all Competitive Transmission Facilities that the Transmission Developer Applicant, if designated as the Selected Developer, will own; or (ii) demonstrate that the Transmission Developer Applicant is already registered with NERC, in accordance with NERC's registration guidelines, as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC;
- (e) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that if designated as the Selected Developer, the Transmission Developer Applicant shall either: (i) contract with the

interconnecting Local Balancing Authority(s) to include the Competitive Transmission Facilities within the boundaries of the interconnecting LBA and demonstrate to the satisfaction of the Transmission Provider and per agreement by the interconnecting LBA that applicable LBA-related tasks associated with the proposed Competitive Transmission Facilities that may be delegated to an LBA by the Balancing Authority Agreement will be carried out either by the LBA or the Transmission Developer Applicant if designated as a Selected Developer; or ii) execute the Balancing Authority Agreement, register with NERC as a Balancing Authority (BA), and be designated as the Local Balancing Authority for any proposed Competitive Transmission Facilities, unless the Transmission Developer Applicant is already registered with NERC as a BA and designated as an LBA for one or more of the existing transmission facilities that may interconnect directly with any Competitive Transmission Facilities associated with the Competitive Transmission Project(s) that the Transmission Developer may be awarded;

- (f) The Transmission Developer Applicant shall make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if designated as a Selected Developer, it shall comply with the FERC Form 715 Part 4 TRPC, Transmission Planning Criteria and Guidelines on file with FERC and established by each incumbent

- Transmission Owner whose existing transmission facilities will interconnect directly with the Competitive Transmission Facilities; and
- (g) The Transmission Developer Applicant must make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if it is designated as a Selected Developer, it shall comply with current requirements and standards regarding the interconnection of transmission facilities published by each Transmission Owner or non-Member to which Competitive Transmission Facilities will interconnect including, but not limited to, those standards and requirements required for compliance with the applicable NERC Facilities Design, Connections, and Maintenance (“FAC”) Reliability Standards.

VIII.B.4.1. Project Implementation Requirements:

Each Transmission Developer Applicant shall submit documentation to demonstrate to the Transmission Provider that the Transmission Developer Applicant has or can obtain sufficient capabilities and competencies to satisfy the following project implementation requirements for Competitive Transmission Projects:

- (a) Project management;
- (b) Routing and siting studies including public outreach;
- (c) Preliminary and detailed engineering and surveying;
- (d) Material and equipment procurement;

- (e) Construction; and
- (f) Commissioning.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform project implementation tasks if chosen as the Selected Developer for a Competitive Transmission Project. First, the Transmission Developer Applicant may provide evidence that it currently develops transmission projects by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and the infrastructure and resources it has in place to perform the project implementation activities to develop such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific project implementation tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of project management, engineering, material, and construction standards and practices to be followed for specific types of facilities; (vi) route and site studies (including public outreach); and (vii) procuring adequate capital to develop transmission projects.

In the event that a Transmission Developer intends to demonstrate its project implementation qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit either as part of its business implementation plan or in separate documentation an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to satisfy the foregoing project implementation requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.2 Operations, maintenance, repair, and replacement requirements:

Each Transmission Developer Applicant shall submit documentation that demonstrates to the Transmission Provider that the Transmission Developer Applicant possesses or can obtain sufficient capabilities and competencies to adequately perform the following operations, maintenance, testing, inspection, repair, and replacement tasks for any Competitive Transmission Facilities associated with a Competitive Transmission Project once such facilities are in service and part of the Transmission System:

- (a) Forced outage response for transmission line circuits;
- (b) Forced outage response for substations;
- (c) Switching for transmission line circuits;
- (d) Switching for substations;
- (e) Transmission line emergency repair;
- (f) Substation emergency repair and testing;
- (g) Transmission line preventative and/or predictive maintenance, including vegetation management;
- (h) Substation preventative and/or predictive maintenance including equipment testing;

- (i) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, as applicable, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;
- (j) Real-time operations monitoring and control capabilities;
- (k) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and
- (l) Once a Transmission Developer, the Transmission Provider may require additional demonstration of qualifications to operate, maintain, restore, test, inspect, and replace specific Competitive Transmission Facilities associated with specific Competitive Transmission Projects for a specific Request for Proposals.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform operations and maintenance services if chosen as the Selected Developer for a Competitive Transmission Project. First, Transmission Developer Applicant may provide evidence that it currently owns and/or operates and maintains electric transmission facilities by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and/or

operates and maintains and the infrastructure and resources it has in place to perform the operations and maintenance activities for such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, spare materials and equipment, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific operations and maintenance tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of maintenance standards and practices to be followed for specific types of facilities; (vi) developing standards governing where personnel, equipment, and spare parts/equipment will be maintained with respect to potential future facilities (e.g., maximum distance between facility and local office, etc.); (vii) emergency response times; and (viii) maintaining adequate capital procurement capabilities to rebuild facilities following major catastrophic outages (including property insurance and risk mitigation strategies).

In the event that a Transmission Developer Applicant intends to demonstrate its operations and maintenance, repair and replacement qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit, either as part of its

business implementation plan or in separate documentation, an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to implement the foregoing project operation, maintenance, repair, and replacement requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Qualified Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.3. Legal Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission Developer Applicant, if designated a Selected Developer, to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

- (a) A summary of legal and/or regulatory violations during the past five (5) years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business, by the Transmission Developer Applicant found by federal or state courts, federal regulatory agencies, state public utility commissions, other regulatory agencies, or attorneys general. This includes, but is not limited to, the Federal Energy Regulatory Commission, North American Electric Reliability Corporation Reliability Standards, Securities Exchange Commission (“SEC”) regulations, U.S.

Commodity Futures Trading Commission (“CFTC”) regulations, and other applicable requirements.

- (b) A summary of any and all instances in which the Transmission Developer Applicant is currently under investigation or is a defendant in a proceeding involving an attorney general or any state or federal regulatory agency, for violation of any laws, including regulatory requirements, during the past five years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business. The Transmission Developer Applicant shall include an affidavit signed by an authorized officer of the Transmission Developer Applicant’s company stating that the information in the submission is true and accurate and that the Transmission Developer Applicant will comply with all applicable requirements in this Tariff, the Business Practices Manuals, or other applicable Transmission Provider documents or agreements.

VIII.B.4.4 Financial Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission

Developer Applicant to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

- (a) A proposed financial plan demonstrating adequate capital resources (e.g., current assets, revolving lines, commercial paper, letter of credit, stock or bond issuance or other sources of liquidity) are available to the Transmission Developer Applicant to allow for Competitive Transmission Projects to be implemented on schedule and associated Competitive Transmission Facilities to be operated and maintained appropriately after the facilities are in service.
- (b) The credit rating(s) for the Transmission Developer Applicant from Moody's Investor Services, Inc., Standard and Poor's Rating Group and/or other Nationally Recognized Statistical Rating Organization ("NRSRO") as recognized by the Securities and Exchange Commission ("SEC"). In the event the Transmission Developer Applicant is rated by more than one NRSRO, then the lowest rating will be the benchmark for consideration of demonstrating and maintaining an investment grade credit rating. For example, an investment grade rating is considered to be a rating of Baa3 or above from Moody's Investor Services, Inc. or BBB- or above from Standard and Poor's Rating Group (equivalent ratings will be used for

other rating agencies). The focus of the review will be on the entity's unsecured, senior long-term debt ratings (not supported by third-party enhancements). If unsecured, senior long-term debt ratings are not available, the Transmission Provider may consider Issuer Ratings.

In the event the Transmission Developer Applicant does not have an investment grade rating, the Transmission Provider will consider the other information the Transmission Developer Applicant has submitted to evaluate its financial capability to construct the transmission facility in a timely manner, and to maintain and operate it reliably for the long term.

- (c) General financial information, including two (2) years of audited financial statements with notes to the financials and a signed commitment by an authorized representative of the Transmission Developer Applicant that it is not aware of any material events or circumstances that would likely result in a material adverse weakness in financial strength throughout project implementation of future Competitive Transmission Projects that it might be awarded after it is certified as a Transmission Developer. In the event the Transmission Developer Applicant does not have two (2) years of audited financial statements and has not submitted two (2) years of audited financial statements from an Affiliate providing an executed Statement of Support, the Transmission Developer Applicant must submit an audited balance sheet dated within the last ninety (90) days. It must also submit *pro forma* financials for the next fiscal year which include an

income statement, balance sheet, and statement of cash flows.

- (d) A summary of any history of bankruptcy, dissolution, merger, or acquisition of the Transmission Developer Applicant, or any predecessors in interest for the current calendar year and the five (5) calendar years immediately preceding its submission of the Transmission Developer Application. This information must also be submitted for any Affiliate providing a Statement of Support to satisfy any of the requirements in Section VIII.B.4.4 of this Attachment FF.

VIII.B.5. Voluntary Termination of Qualified Transmission Developer Status:

A Qualified Transmission Developer that desires to voluntarily terminate its' status as a Qualified Transmission Developer, may do so at any time by notifying the Transmission Provider. Upon such notification, the Transmission Provider will update the Qualified Transmission Developer list within thirty (30) Calendar Days of the notification. Failure of a Qualified Transmission Developer to timely submit a recertification statement pursuant to Section VIII.B.3.1 of this Attachment FF of the Tariff shall be deemed a voluntary termination under this Section VIII.B.5 of this Attachment FF. A terminated Qualified Transmission Developer may become a Qualified Transmission Developer again by following the process outlined in Section VIII.B.2 of this Attachment FF of the Tariff for Transmission Developer Applicants seeking Qualified Transmission Developer status in a subsequent qualification process.

VIII.B.6. Confidential Treatment of Competitive Developer Qualification

Information:

All information submitted with Transmission Developer Applications and recertification submittals will be considered Confidential Information, except for the name of the organization to be posted on the Qualified Transmission Developer list, and will not be publicly posted or shared with any individual except for employees of the Transmission Provider and/or contractors of the Transmission Provider that have executed appropriate non-disclosure agreement(s).

VIII.B.7. Alternative Dispute Resolution:

Any Transmission Developer Applicant who is not approved as a Qualified Transmission Developer by the Transmission Provider may request alternative dispute resolution under Attachment HH of the Tariff within thirty (30) Calendar Days of receiving the Transmission Provider's written explanation detailing its determination to deny the Transmission Developer Application. Any entity that is not recertified as a Qualified Transmission Developer by MISO, or a Qualified Transmission Developer whose Qualified Transmission Developer status is terminated, may request alternative dispute resolution under Attachment HH of the Tariff within^[SEP] thirty (30) Calendar Days of receiving the MISO's written explanation detailing its determination to not recertify or to terminate the entity's Qualified Transmission Developer status.

VIII.B.8. Ongoing Responsibilities of Qualified Transmission Developers:

Each Qualified Transmission Developer has an ongoing duty to provide the Transmission Provider with notification as soon as reasonably practical should any of the changes specified in Section VIII.B.3.1 of this Attachment FF occur and a copy or link to their audited financial statements annually, within thirty (30) Calendar Days of such statements being prepared. The Competitive Transmission Executive Committee shall have the exclusive and final authority to make determinations regarding the continued qualifications of Qualified Transmission Developers based upon the information received in accordance with this Section VIII.B.8.

VIII.C. REQUEST FOR PROPOSALS

Should Appendix A of a Transmission Provider Board approved MTEP contain Eligible Projects, the Transmission Provider will review each such Eligible Project to determine whether or not it contains any Competitive Transmission Facilities. The Transmission Provider will release a Request for Proposals (RFP) for each Competitive Transmission Project pursuant to Section VIII.C of this Attachment FF and the applicable Business Practices Manuals. If Appendix A of a Transmission Provider Board approved MTEP contains only one (1) Competitive Transmission Project, the Transmission Provider will release an RFP within sixty (60) Calendar Days of the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If Appendix A of a Transmission Provider Board approved MTEP contains multiple Competitive Transmission Projects, the Transmission Provider shall have the option to stagger the release of each RFP associated with the multiple Competitive Transmission Projects.

If the Transmission Provider elects to stagger the release of RFPs, the Transmission Provider shall take the following actions following the date that the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP: (1) Within ten (10) Business Days publicly post on its website a statement indicating that the Transmission Provider will stagger the RFP release dates; (2) Within thirty (30) Calendar Days post a schedule listing the planned release dates for each RFP, with the first RFP being released within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board. In determining the schedule of RFP releases when staggering is used, the Transmission Provider will consider the timing impacts of the Competitive Developer Selection Process with respect to the in-service dates of the Competitive Transmission Projects. In all events, the schedule of RFP releases developed by the Transmission Provider shall provide that all RFPs are released not later than three hundred and sixty five (365) Calendar Days after the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If the Transmission Provider elects not to stagger the release of RFPs, the Transmission Provider shall release each RFP within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board.

VIII.C.1. Minimum Contents of a RFP:

Each RFP shall include, at a minimum, a listing of each Competitive Transmission Facility contained within the Competitive Transmission Project, the Proposal Submission Deadline, the applicable items specified in Sections VIII.C.1 and VIII.C.2 of this Attachment FF to the Tariff, any applicable items specified in the Transmission Provider's Business Practices

Manuals, and a list of the current transmission facility interconnection standards and requirements, established by the Transmission Owner(s) and established by any transmission owner(s) that are not a Member who have chosen to provide interconnection standards and requirements to the Transmission Provider, to which the Competitive Transmission Project will interconnect. The Transmission Provider reserves the right to specify any additional information in a RFP including, but not limited to, any additional information for specific Competitive Transmission Line Facilities and/or Competitive Substation Facilities. The Transmission Provider shall include in each RFP a list of any aspects, or elements of the Competitive Transmission Project that the Transmission Provider anticipates at the time of posting to be particularly important for the success of the Competitive Transmission Project. This information shall be provided for informational purposes only and shall not alter the criteria and/or weightings applicable to evaluation of the Proposals pursuant to Sections VIII.E through VIII.E.3 of this Attachment FF.

If and to the extent a RFP contains any Critical Energy Infrastructure Information (CEII), the Transmission Provider will redact such CEII for public posting and create a non-public RFP containing the CEII which will be available to entities and individuals that have executed the appropriate CEII and non-disclosure agreements required by the Transmission Provider. Information on how to request the non-public RFP will be provided in the publicly posted RFP. Pursuant to Section VIII.A.1 of this Attachment FF, only Competitive Transmission Facilities eligible under state law will be included in the Competitive Transmission Project where (i) all other Competitive Transmission Facilities and (ii) upgrades as described in Section VIII.A.2 of this Attachment FF will be assigned to the applicable incumbent Transmission Owner in

accordance with the ISO Agreement.

VIII.C.1.1 Requirements for Competitive Transmission Line Facilities:

Each RFP that includes one or more Competitive Transmission Line Facilities will specify, at a minimum, the following items for each Competitive Transmission Line Facility:

- (a) Expected in-service date;
- (b) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, three-phase AC, bipolar DC, etc.) for each transmission circuit;
- (c) Terminating substations and buses for each transmission circuit;
- (d) Minimum required normal and emergency load ratings for both summer and winter seasons for each transmission circuit; and
- (e) Maximum allowable positive sequence impedance for each transmission circuit when determined applicable by planning studies performed by the Transmission Provider.

VIII.C.1.2 RFP Requirements for Competitive Substation Facilities:

Each RFP that includes one or more Competitive Substation Facilities will specify, at a minimum, the following information for each Competitive Substation Facility:

- (a) Expected in-service date;

- (b) List of all transmission buses within the Competitive Substation Facility, including nominal operating voltage level in kV and voltage characteristics;
- (c) List of all major equipment and facilities within the Competitive Substation Facility and associated terminating buses including power transformers, voltage regulators, phase angle regulators, series reactors, series capacitors, shunt reactors, shunt capacitors, static VAR compensators, DC converters, transmission line circuit terminals, generator terminals, and loads;
- (d) Limitations on and/or requirements for bus configurations when determined applicable by planning studies performed by the Transmission Provider including required load ratings of circuit breakers, disconnects, bus sections and other load carrying equipment under alternative bus configurations;
- (e) Required load ratings for all load carrying equipment and facilities identified in item (c) above;
- (f) Winding connection and tap requirements for power transformers, voltage regulators, phase angle regulators and load tap changers when determined necessary by planning studies performed by the Transmission Provider;
- (g) Impedance requirements for power transformers, phase angle regulators, series reactors and series capacitors when determined

necessary by planning studies performed by the Transmission Provider; and

- (h) Limitations on and/or requirements for protection systems when determined applicable by a planning driver or Applicable Reliability Standard or in order to ensure a compatible interconnection with existing protection systems associated with existing transmission facilities to which the Competitive Transmission Facilities will interconnect.

VIII.D. PROPOSALS

Proposals may be submitted only in response to an RFP issued by the Transmission Provider and only by entities that are certified as a Qualified Transmission Developer at the time such Proposal is submitted. Once submitted and unless withdrawn pursuant to Section VIII.D.8 of this Attachment FF, Proposals shall be held open as offers capable of acceptance by the Transmission Provider until such time as the Transmission Provider announces the identity of the Selected Developer and designates an Alternate Selected Developer pursuant to Sections VIII.E.2 and VIII.H of this Attachment FF.

VIII.D.1. Proposal Submission Deadline:

Proposals shall be submitted to the Transmission Provider no later than 5:00 PM EPT on the Proposal Submission Deadline. The Proposal Submission Deadline will be the date specified in the RFP which shall not exceed one hundred and sixty-five (165)

Calendar Days from the date the RFP was issued by the Transmission Provider, unless such date falls on a Saturday, Sunday, or holiday in which case the Proposal Submission Deadline shall be the next Business Day that is not a holiday.

VIII.D.2. Proposal Deposit:

An initial deposit shall be submitted to the Transmission Provider, in an amount not to exceed \$150,000.00 for each proposal. The RFP shall state the amount of each deposit, the date(s) by which such deposit must be received, and any applicable submission requirements. In no event shall an RFP specify a deadline for submitting Proposal deposits that is more than thirty (30) Calendar Days prior to the Proposal Submission Deadline. Only one (1) proposal deposit is required for each Proposal, regardless of the number of RFP Respondents and Proposal Participants involved with the Proposal. In the event that an RFP Responder submits an initial deposit for a Proposal before the Proposal Submission Deadline specified in an RFP but does not submit the corresponding Proposal for such RFP by the Proposal Submission Deadline, the Transmission Provider shall refund the full amount of such deposit within thirty (30) Calendar Days after the Proposal Submission Deadline. Each deposit submitted to the Transmission Provider will be held in an interest-bearing account.

VIII.D.3. RFP Administration and Proposal Evaluation Expenses:

RFP Respondents shall, on a *pro rata* basis, be responsible for paying the actual costs incurred by the Transmission Provider, including the costs of the expert

consultant(s) engaged to assist the Transmission Provider, in administering the Competitive Developer Selection Process for the specific RFP that the RFP Respondent(s) responded to through its Proposal submission. The Transmission Provider will track all costs, including the Transmission Provider's time and the costs of the expert consultant(s), in administering the Competitive Developer Selection Process for each specific RFP.

The Transmission Provider shall evaluate all Proposals submitted in response to a specific RFP together and apply each of their respective proposal deposits equally to the cost of administering the Competitive Developer Selection Process for that specific RFP, except for Proposals that were found to be deficient by the Transmission Provider and were refunded 90% of the proposal deposit under Section VIII.D.10 of Attachment FF of the Tariff. Any shortfall will be billed by the Transmission Provider on a *pro rata* basis to each Proposal submitted in response to the RFP. Each respective RFP Respondent(s) is responsible for paying the *pro rata* share allocated to its Proposal(s) within thirty (30) Calendar Days of receiving notice of such shortfall. If a RFP Respondent fails to pay the expenses allocated to any of the Proposals it submitted within sixty (60) Calendar Days of the monthly invoice remittance date, those Proposals shall be disqualified from further consideration and evaluation by the Transmission Provider. Furthermore, the RFP Respondent may lose its Qualified Transmission Developer designation at the sole discretion of the Transmission Provider as they are no longer in good standing with the Transmission Provider pursuant to Section VIII.B.4.a of Attachment FF of the Tariff.

Any funds remaining after the Transmission Provider has completed the

Competitive Developer Selection Process, including the issuance of refunds to Proposals that were withdrawn pursuant to Section VIII.D.8 of Attachment FF of the Tariff or deemed deficient pursuant to Section VIII.D.10 of Attachment FF of the Tariff, will be refunded by the Transmission Provider on a *pro rata* basis to each Proposal within seventy-five (75) Calendar Days following the designation of the Selected Proposal, including any interest actually earned on such deposits.

VIII.D.4. Proposal Submission Format:

Proposals shall be submitted to the Transmission Provider prior to the Proposal Submission Deadline. Proposals shall be submitted to the Transmission Provider in accordance with the requirements specified in the RFP and Business Practices Manuals (e.g. the location, format, number of copies, use of submission templates, etc.). Proposals may be submitted in one of two different forms: (i) a Single-Developer Proposal; or (ii) a Joint-Developer Proposal. The Transmission Provider may provide template(s) for Proposal submissions and, if provided, RFP Respondents shall utilize the template(s) in submitting their Proposals. Any questions or inquiries regarding an issued RFP from the date the RFP was issued through the date that the selection report for the Competitive Transmission Project is publicly posted shall be solely directed to the Transmission Provider through the contacts listed in the RFP and not to the interconnecting incumbent Member(s).

VIII.D.4.1. Single-Developer Proposal:

A Single-Developer Proposal is a Proposal submitted by a single RFP Respondent that would become the sole Selected Developer for the Competitive Transmission Project, should its Single-Developer Proposal be designated as the Selected Proposal by the Transmission Provider.

VIII.D.4.2. Joint-Developer Proposal:

A Joint-Developer Proposal is a Proposal submitted jointly by two or more RFP Respondents that would each be designated as Selected Developers for the Competitive Transmission Project, should the Joint-Developer Proposal be designated as the Selected Proposal by the Transmission Provider. The Joint-Developer Proposal shall only be submitted once to the Transmission Provider by one of the RFP Respondents. Each RFP Respondent of a Joint-Developer Proposal shall either: (i) acknowledge and agree to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, the existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the

entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.4.3. Proposal Participants:

RFP Respondents may convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s) at any time, provided however that (i) the RFP Respondent(s) identified and disclosed in its Proposal the Proposal Participants to which an interest will be conveyed; (ii) RFP Respondent(s) convey such an interest on substantially the same terms as disclosed in the Proposal; (iii) the Aggregate ATRR for the Competitive Transmission Project shall not exceed the Aggregate ATRR contained in the Proposal; (iv) each RFP Respondent and each Proposal Participant to which an interest will be conveyed has each provided a written agreement committing to any applicable cost-containment measures contained in the Proposal; (v) each RFP Respondent and each identified Proposal Participant has each executed the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized; and (vi) each RFP Respondent and each identified Proposal Participant has listed the Competitive Transmission Facilities for which it owns or has been conveyed an ownership interest in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation). If a Proposal identifies one or more Proposal

Participants, the RFP Respondent(s) that convey such an interest shall acknowledge and agree to be responsible for all aspects of the Competitive Transmission Project, notwithstanding any default of any Proposal Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s). Except as provided in Section VIII.D.5 of Attachment FF of the Tariff, the Transmission Provider shall only evaluate the capabilities and resources of the RFP Respondent(s) when evaluating a Proposal.

VIII.D.5. Proposal Content Requirements:

Each Proposal shall include all data and information required by the RFP, applicable Business Practices Manuals, and Tariff including, but not limited to, the items specified below in Section VIII.D.5 of Attachment FF of the Tariff. RFP Respondents may include additional data and information in the Proposal if they believe it is relevant and useful to the evaluation of their Proposal. If and to the extent RFP Respondents are utilizing any resources, capabilities, or competencies from an Affiliate, those resources, capabilities, or competencies shall be clearly identified in the Proposal and the RFP Respondent shall submit an "Acknowledgement of Support" signed by an authorized agent of the Affiliate expected to provide such support and the RFP Respondent. An "Acknowledgement of Support" may also be provided, but is not required, from any other entity on which RFP Respondent(s) intends to rely for such support.

VIII.D.5.1. General Proposal Information:

VIII.D.5.1.1. Identification of RFP Respondents:

Each Proposal shall clearly identify each RFP Respondent involved in the Proposal and identify a primary and secondary point of contact for the Proposal that will represent the RFP Respondent(s) in any communications and actions with the Transmission Provider.

Each Joint-Developer Proposal shall clearly and specifically identify each RFP Respondent's respective roles and responsibilities (including the respective percentage of responsibility) to finance, construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Project in such a manner that one hundred percent (100%) of the responsibilities are identified and disclosed in the Proposal. Any agreements between or among the RFP Respondents governing the division of roles and responsibilities shall also be submitted with the Proposal

Furthermore, each RFP Respondent involved in a Joint-Developer Proposal shall include either: (i) an agreement to be jointly and severally liable for all aspects of the Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the Joint-Developer Proposal, the

existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.5.1.2. Identification of Proposal Participants:

Each Proposal shall clearly identify whether the RFP Respondent(s) plan to convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s). If a RFP Respondent contemplates any conveyance of interest of the Competitive Transmission Project to one or more Proposal Participant(s), it shall clearly and specifically (i) identify each Proposal Participant in the Proposal; (ii) identify the type and amount of any conveyed interest in the Proposal; (iii) provide any agreements between or among the RFP Respondent and the Proposal Participants regarding the conveyed interest in the Competitive Transmission Project; (iv) disclose the expected timing of any such transfer of ownership or interest; (v) provide a written agreement from the RFP Respondent and each Proposal Participant to execute the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized, should the Transmission Provider designate the proposal as the Selected Proposal; and (vi) the RFP Respondent's written agreement to be responsible for all aspects of the Competitive Transmission Project notwithstanding, any default of any Proposal

Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s).

VIII.D.5.2. Project Implementation Schedule:

Each Proposal shall contain a detailed project implementation schedule, driven by the required in-service date, for each Competitive Transmission Facility contained in the Competitive Transmission Project which shall include proposed schedules for route and site evaluation, regulatory permitting, land acquisition, engineering and design, land surveying, material procurement, construction, and commissioning/energization for all Competitive Transmission Facilities.

VIII.D.5.3. Project Cost Estimate:

Each Proposal shall contain a detailed project cost-estimate, based upon the reasonably descriptive facility design submitted in the Proposal, for each Competitive Transmission Facility in the Competitive Transmission Project. The cost-estimates developed by the Transmission Provider during the transmission planning process and utilized for project approval should be considered by RFP Respondents for informational purposes only and are not guaranteed to be accurate or complete in all respects. RFP Respondents shall create and rely on their own cost calculations when submitting Proposals. To the extent that any RFP Respondent or Proposal Participant identified in a

Proposal, or an Affiliate of either, has not committed to forego recovery of such costs, the project cost estimate shall include:

(i) all costs to develop the Proposal, including any costs of participating in the planning process and Competitive Developer Selection Process for the Competitive Transmission Project for which recovery may be sought. To the extent that a RFP Respondent submits more than one Proposal for a Competitive Transmission Project, such cost estimate shall state all costs for which recovery may be sought if any of the Proposals submitted by such RFP Respondent for the Competitive Transmission Project is selected as the Selected Proposal; and

(ii) any other pre-commercial expense for which a RFP Respondent or Proposal Participant identified in a Proposal, or an Affiliate of either, may seek recovery if the Proposal is selected as the Selected Proposal.

VIII.D.5.4. Estimated Annual Transmission Revenue Requirements:

Each Proposal shall contain separate estimated annual transmission revenue requirements for each RFP Respondent and Proposal Participant involved with the Proposal beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect Construction Work In Progress (“CWIP”) in ratebase or pass-through pre-commercial expenses on a current basis), through the first forty (40) years that the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service, in accordance with Attachment MM of the Tariff for Multi-Value Projects and

Attachment GG of the Tariff for Market Efficiency Projects, including the supporting detail on the annual allocation factors for operations and maintenance, general and common depreciation expense, taxes other than income taxes, income taxes, and return used to estimate the annual revenue requirements.

If the Proposal involves more than one RFP Respondent or any Proposal Participants, the Proposal shall also include an estimated Aggregate ATRR beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect CWIP in ratebase or pass-through pre-commercial expenses on a current basis), through for the first forty (40) years the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service representing the combined effect of each RFP Respondents' and Proposal Participants' individual annual transmission revenue requirements.

VIII.D.5.5. Binding Cost-Containment:

Each Proposal shall contain information and details regarding any binding cost-containment measures, including any binding cost caps, that may be offered as part of the Proposal. If any binding cost-containment measures are submitted as part of the Proposal, each RFP Respondent and Proposal Participant submitting such binding cost-containment measures shall also provide a draft term sheet or agreement that clearly describes in detail the nature of the cost-containment measures being proposed, including all exclusions, exceptions, conditions, enforcement mechanisms, interaction with change

orders, and such other information as is specified in the applicable Business Practices Manuals, as part of the Proposal submittal.

VIII.D.5.6. Financial Information:

Each Proposal shall include a detailed financing plan for the Competitive Transmission Project. The financing plan shall conform to the format(s) specified in an RFP and must contain information pertaining to the following elements, if applicable, as further explained in the applicable Business Practices Manuals:

- 1) A description of capital resources available to fund Competitive Transmission Project implementation costs, which demonstrate that the RFP Respondent(s) can procure capital to fund at least one hundred percent (100%) of expected project implementation costs, including any contingencies projected by the RFP Respondent(s) to show an ability to cover risks associated with foreseeable cost overruns.

For each funding source the RFP Respondent(s) shall provide a description of how much capital is available, when the funds will be obtained, and what conditions must to be met to secure the funds. At a minimum, the RFP Respondent(s) shall identify each funding source by type with a brief description and state the costs for each funding sources. If the cost of funds information is not known at the time the RFP Response is submitted, the RFP Respondent(s) may submit a range or estimate and describe the limitations that prevent this information from being provided.

- 2) An exhibit or a high-level narrative description of the expected cash flows between the RFP Respondent(s) and the funding sources sufficient to explain the timing, form and volume of cash flows expected between each RFP Respondent and the identified funding sources.
- 3) An overview schedule of significant expenditures for project implementation sufficient to demonstrate that funds will be available when needed for significant expenditures.
- 4) A description of immediately available funds, that the RFP Respondent(s) shall have access to in order to address unforeseen contingencies that arise during project implementation.
- 5) Information describing the RFP Respondent's plan to obtain Project Financial Security within the timeframe required by the Selected Developer Agreement in sufficient detail to demonstrate that the RFP Respondent(s) reasonably expect(s) to be able to satisfy this requirement if selected as the Selected Developer.
- 6) In the event that a RFP Respondent intends to rely on personnel, material, technical, financial, and/or other resources from an Affiliate in its Proposal, the RFP Respondent shall provide an Acknowledgment of Support executed by such Affiliate, which lists the personnel, material, technical, financial, and/or other resources that the RFP Respondent(s) desire(s) the Transmission Provider to consider in evaluating the Proposal to demonstrate that such Affiliate is aware of the RFP Respondent's reliance on such Affiliate's resources and will make such resources available if the RFP Respondent's Proposal is selected.

- 7) The credit ratings, if applicable, of the RFP Respondent and any Affiliate providing financial support pursuant to an Acknowledgment of Support and general financial information including audited financial statements and notes for the RFP Respondent and any parent or Affiliate providing financial support pursuant to an Acknowledgment of Support, as well as *pro forma* financial statements for each calendar year until the RFP Respondent(s) expect(s) to place all project facilities into service.
- 8) The RFP Respondent's financial strategy to facilitate timely replacements and rebuilds for the life of the project to demonstrate that it reasonably can be relied upon to address catastrophic destruction and normal wear and tear.

VIII.D.5.7. Reasonably Descriptive Design:

Each Proposal shall contain a reasonably descriptive facility design for each Competitive Transmission Facility included in the Competitive Transmission Project. Reasonably descriptive facility designs represent descriptions of the core attributes and features of a design, not the detailed engineering and design calculations and documents.

VIII.D.5.7.1. Design for Competitive Transmission Line Facilities:

For each Competitive Transmission Line Facility, reasonably descriptive facility design proposals must include, if applicable, and as further described by the applicable RFP, the following:

- (a) The estimated length of the Competitive Transmission Line Facility in miles and the basis for the estimate;
- (b) The proposed conductor type, size, and, if applicable, bundling configuration;
- (c) The proposed default or typical structure design attribute(s) (*e.g.*, steel vs. wood vs. aluminum vs. concrete, monopole vs. H-frame vs. lattice, single circuit vs. double circuit, self-supporting vs. guyed, structural calculation assumptions, etc.) to be used for tangent, running angle, in-line dead-end, and angle dead-end structures when feasible and/or for the majority of the Competitive Transmission Line Facilities;
- (d) The estimated positive sequence line impedance and pi-equivalent shunt susceptance;
- (e) The calculated normal and emergency seasonal thermal loading ratings, including the basis for such calculations;
- (f) The proposed type of lightning protection system to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities (*e.g.*, shield wires vs. surge arresters, etc.) and key attributes (*e.g.*, shielding angle, arrester location and type, etc.);
- (g) The proposed grounding method to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities

- (*e.g.*, ground rods only, counterpoise, etc.) and key attributes (*e.g.*, targeted structure footing grounding resistance, etc.);
- (h) The proposed method to address or mitigate adverse impacts of galloping conductors and/or Aeolian vibration, if any (*e.g.*, Stockbridge dampers, special conductors, etc.);
 - (i) The continuous rating of any load carrying switchgear installed on the Competitive Transmission Line Facilities; and
 - (j) The assumed communications systems to be used for the Competitive Transmission Line Facilities to facilitate protective relaying (*e.g.*, fiber optic, power line carrier, microwave, etc.).

VIII.D.5.7.2. Design for Competitive Substation Facilities:

For each Competitive Substation Facility, reasonably descriptive facility design proposals shall include, if applicable, and as further described, by the applicable RFP, the following:

- (a) A detailed one-line diagram;
- (b) The proposed protection systems including protection schemes, any anticipated interaction with existing/other facilities and conceptual protection system design (including backup protection systems, if applicable). Remote system monitoring capability shall be described with major features listed (redundancy, monitored parameters, etc.);

- (c) The detailed specifications for proposed power transformers;
- (d) A description of other substation equipment items, including load ratings, voltage ratings, fault interrupting ratings, tap data, and impedances as applicable, where other substation equipment includes, but is not limited to, bus sections, circuit breakers, circuit switchers, switches, disconnects, regulating transformers, station service transformers, series and shunt capacitors, series and shunt reactors, static VAR compensators, DC conversion equipment, instrument transformers (metering and relaying), wave traps, and surge arresters;
- (e) The proposed line terminal ratings and basis for calculation, including limiting element;
- (f) The basis for load rating calculations on any equipment where nameplate continuous ratings are not used; and
- (g) A description of the communication system for remote monitoring, control and data acquisition facilities, including monitoring and control points.

VIII.D.5.7.3. Additional reasonably descriptive facility design data:

A RFP may require submission of additional facility design data when deemed necessary by the Transmission Provider. Proposals may also include additional facility data when deemed necessary by RFP Respondents, including

but not limited to, optional facility design data listed in the Business Practices Manuals, which may be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.8. Project Implementation:

Each Proposal shall contain a description of existing and/or planned project implementation capabilities, relative to the applicable locations and jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the applicable RFP:

- (a) Project management;
- (b) Routing/siting evaluation studies for Competitive Transmission Facilities;
- (c) Regulatory permitting;
- (d) Right-of-way and land acquisition for Competitive Transmission Facilities;
- (e) Engineering and surveying required for Competitive Transmission Facilities;
- (f) Material procurement for Competitive Transmission Facilities;
- (g) Construction of Competitive Transmission Facilities;
- (h) Commissioning/energization of Competitive Transmission Facilities; and
- (i) Safety during construction of the Competitive Transmission Facilities.

VIII.D.5.8.1. Additional Project Implementation Capabilities Data:

A RFP may require the submission of additional data, when deemed necessary by the Transmission Provider, related to the policies, processes, methods, capabilities, experience, and past performance the RFP Respondent(s). Proposals may also include additional information regarding project implementation capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding project implementation, which may be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.9. Operations and Maintenance:

Each Proposal shall contain a description of existing and/or planned operations, maintenance, repair, and replacement capabilities, relative to the locations and applicable jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the RFP:

- (a) Forced outage response for transmission line circuits and substations;
- (b) Switching for transmission line circuits and substations;
- (c) Emergency repair and testing for transmission line circuits and substations;
- (d) Preventative and/or predictive maintenance for transmission line circuits and substations, including vegetation management and equipment testing;

- (e) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;
- (f) Real-time operations monitoring and control capabilities, if the Competitive Transmission Project contains one or more Competitive Substation Facilities;
- (g) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and
- (h) Safety during operations and maintenance of the Competitive Transmission Facilities.

VIII.D.5.9.1. Local Balancing Authority:

Each Proposal shall contain a description regarding the RFP Respondent's plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area.

VIII.D.5.9.2. Other Operations and Maintenance Capabilities Data:

A RFP may require the submission of additional data related to the policies, processes, methods, capabilities, experience, and past performance of the

RFP Respondents regarding operations, maintenance, repair, and replacement when deemed necessary by the Transmission Provider.

Proposals may also include additional information regarding operations, maintenance, repair, and replacement capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding operations, maintenance, repair and replacement, which may be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.10. Participation in the Transmission Planning Process:

While not required, RFP Respondents and Proposal Participants who desire to have such participation considered in the evaluation of their Proposal shall state whether any RFP Respondent or Proposal Participant, or Affiliate of either, was identified by the Transmission Provider eligible to receive planning participation credit for such Competitive Transmission Project for which the Proposal is submitted. Any Proposal stating that an Affiliate of a RFP Respondent or Proposal Participant earned the planning participation credit shall also identify and describe the relationship between the RFP Respondent or Proposal Participant to the Affiliate.

VIII.D.5.11. Disclosure of Assignments or Potential Assignments:

Proposals shall include a declaration stating whether or not the RFP Respondent(s) will seek to assign the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement pursuant to Article 14 of the *pro forma* Selected Developer Agreement. For all proposed assignments except assignments to Project Finance Entities pursuant to Article 14.4 of the Selected Developer Agreement, such declaration shall include the identity of the proposed assignee(s) and the material terms, including timing, of such proposed assignment. If such assignment is conditioned on the occurrence of future events, then a statement of the conditions under which the assignment would occur and their anticipated timing shall be included. If an assignment is contemplated to an Affiliate that does not yet exist, then a description of the relationship that the RFP Respondent and such future Affiliate will have at the time of assignment and any commitments that the RFP Respondent intends to make to support the Affiliate shall constitute a sufficient identification of the intended assignee.

VIII.D.5.12. Proposal Attestation:

Each RFP Respondent shall include an affidavit as part of the Proposal submission, signed by an officer of its organization, attesting that: (i) it understands that the Transmission Provider's evaluation of Proposals and designation of a Selected Proposal is governed by the Tariff and the Business Practices Manuals; (ii) it agrees to be bound by the Tariff and to follow the applicable Business Practices Manuals; (iii) it has submitted the Proposal in good faith; (iv) the information submitted by the organization in the Proposal is true to the best of the RFP Respondent's knowledge and belief; (v) it

has complied with all Applicable Laws, and Regulations and Good Utility Practice in preparing the Proposal; and (vi) if selected, the Respondent agrees to be bound by its Proposal. Furthermore, each Proposal Participant shall include an affidavit as part of the Proposal signed by an officer of its organization attesting that: (i) the Aggregate ATRR for the Competitive Transmission Project and any required financial information about the Proposal Participant and its inputs into the Aggregate ATRR that has been submitted by the organization is true to the best of the Proposal Participant's knowledge and belief; and (ii) either (a) that it agrees to execute the ISO Agreement and identify the Competitive Transmission Facilities associated with the Competitive Transmission Project in Appendix H of the ISO Agreement prior to closing on its conveyed interest should the Transmission Provider designate the Proposal as the Selected Proposal; or (b) prior to such closing it will demonstrate that it has already executed the ISO Agreement and it agrees to identify the Competitive Transmission Facilities associated with the Competitive Transmission Project in Appendix H of the ISO Agreement.

VIII.D.6. Additional Data Requests:

If, during the evaluation of Proposals, the Transmission Provider determines that additional information is required to evaluate the Proposals, the Transmission Provider will request, in writing, the additional data from all RFP Respondents, along with the timeframe that this data must be submitted. If the additional data is not submitted within the specified timeframe, the Proposal be deemed invalid and will not be evaluated or considered further by the Transmission Provider. This timeframe shall not be less than

ten (10) Business Days from when the Transmission Provider issues the additional data request. This data request will not extend the evaluation timeframe defined in Section VIII.E.2 of Attachment FF of the Tariff.

VIII.D.7. Proposal Clarifications and Corrections:

The Transmission Provider will have the right, but not the obligation, during the Competitive Developer Selection Process described in Section VIII of Attachment FF of the Tariff, to request a RFP Respondent(s) to provide clarifications, corrections, or further supporting information to its submitted Proposal(s). The RFP Respondent(s) shall be responsible for any clarifications, corrections, or further supporting information the Transmission Provider requires that relates to the Proposal Participants. In the event the RFP Respondent agrees to provide said clarification(s), corrections, or further supporting information, the RFP Respondent shall provide these within ten (10) Business Days of the Transmission Provider's request. If the Transmission Provider accepts the RFP Respondent's clarification(s), corrections, or further supporting information. These shall immediately become a part of the submitted Proposal; or upon the Transmission Provider's request, the RFP Respondent shall immediately update its Proposal to reflect the accepted clarification(s), corrections, or further supporting information. In the event that the RFP Respondent declines to provide the requested clarification(s), corrections, or further supporting information, the Transmission Provider shall evaluate the Proposal as submitted.

VIII.D.8. Withdrawing Submitted Proposals:

Prior to the Proposal Submission Deadline, a RFP Respondent may withdraw a Proposal that was submitted to the Transmission Provider by informing the Transmission Provider as soon as practical in writing. Any deposits submitted to the Transmission Providers associated with the withdrawn Proposal will be returned in full and the withdrawn Proposal will not be considered or evaluated by the Transmission Provider.

A RFP Respondent may withdraw its submitted Proposal after the Proposal Submission Deadline by informing the Transmission Provider in writing, as soon as practical, but no later than such time that the Transmission Provider publicly announces the Selected Proposal for the RFP. Upon receiving a withdrawal notification, the Transmission Provider will stop its evaluation and consideration of the Proposal. A withdrawn Proposal will not relieve the RFP Respondent from its obligations for the *pro rata* costs associated with the full evaluation period nor will the RFP Respondent be afforded any refund other than those funds remaining once the Competitive Developer Selection Process has been completed for the RFP.

VIII.D.9. Confidential Treatment of Proposals:

The Transmission Provider will treat information and documents, or portions of documents, received from RFP Respondents and/or Proposal Participants, whether received as Part of a Proposal, a response to a request for clarification or additional information pursuant to Sections VIII.D.6 and VIII.D.7 of this Attachment FF, or otherwise, as either Project confidential information pursuant to Section VIII.D.9.a, or

non-confidential information pursuant to Section VIII.D.9.b, as set forth below.

VIII.D.9.a Confidential Information:

Except as provided in Section VIII.D.9.d, the Transmission Provider will not, without the prior written consent of the respective RFP Respondent and/or the Proposal Participant, publicly disclose or share any of the following confidential information with any individual except for employees of the Transmission Provider or an independent contractor of the Transmission Provider who require access to such information to perform their duties and have executed the Transmission Provider's non-disclosure and/or CEII agreement:

- (i) All detailed breakdowns of costs, including but not limited to, the itemized costs for labor and materials;
- (ii) All details of an RFP Respondent and/or Proposal Participant's financing arrangements;
- (iii) All detailed design, routing, siting, or specialty construction techniques; and
- (iv) Any other information or portions of documents that are clearly labeled and specifically designated as "CONFIDENTIAL," except for: (1) the items specified in Section VIII.D.9.b of this Attachment FF; and (2) information and/or items which the Transmission Provider is otherwise required, or explicitly authorized by another provision of the Tariff, to make publicly available.

VIII.D.9.b Non-Confidential Information:

The following categories of information shall not be considered confidential or maintained as Confidential Information:

- (i) The identity of RFP Respondents and Proposal Participants;
- (ii) The high-level design for Competitive Transmission Facilities;
- (iii) The total estimated cost of the Competitive Transmission Project;
- (iv) The estimated forty (40) year Annual Transmission Revenue Requirement (“ATRR”);
- (v) Information relating to any cost-containment measures, and rate-incentives;
- (vi) Information regarding the proposed in-service dates of the Competitive Transmission Facilities;
- (vii) The final evaluation score assigned to each Proposal, with the names of the RFP Respondents and Proposal Participants redacted or masked;
- (viii) All timetables and milestones agreed to between a Selected Developer(s) and the Transmission Provider in the Selected Developer Agreement;
- (ix) All publicly available information;
- (x) Any information for which a RFP Respondent or Proposal Participant has provided consent to release; and
- (xi) Any information the Transmission Provider is required to make publicly available pursuant to Section VIII.D.9.d of this Attachment FF.

VIII.D.9.c Use of Non-Confidential Information–Post-Evaluation Report:

The Transmission Provider may use the non-confidential information of RFP Respondents and Proposal Participants to prepare the public post-evaluation selection report for a Competitive Transmission Project required by Section VIII.E.2 of this Attachment FF as is reasonably necessary to explain the basis for the Transmission Provider's selection of a Selected Developer. In all cases, the Confidential Information and non-confidential information that was not disclosed in the post-evaluation selection report or the publicly posted version of the Selected Developer Agreement shall not otherwise be disclosed by the Transmission Provider except as required by Section VIII.D.9.d of this Attachment FF.

i. Use of Selected Developer Non-Confidential Information

The Transmission Provider may use the non-confidential information of the RFP Respondent(s) and Proposal Participants whose Proposal is selected to prepare: (1) appendices for a Selected Developer Agreement memorializing the commitments and salient features of the Selected Proposal; and (2) a post-evaluation selection report that explains the basis for the Transmission Provider's selection of the Selected Proposal pursuant to the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may use such information to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by the Tariff, including discussions of features of the Selected Proposal

that the Transmission Provider determined to be important in selecting the Selected Proposal.

**ii. Use of Non-Confidential Information of RFP Respondents
and Proposal Participants whose Proposals are Not Selected**

The Transmission Provider may disclose the non-confidential information of RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal only to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(i) and VIII.D.9.b(ix)-(xi) without masking the identity(ies) of the entity(ies) to whom such non-confidential information pertains. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(ii)-(viii) for RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal but must mask the identities of such parties, either through aggregation or the redacting of names, as appropriate for comparative purposes.

VIII.D.9.d Other Disclosures of Proposal Information:

The Transmission Provider will disclose any information submitted in Proposals or in response to a request for clarifications and or additional information, whether

confidential or non-confidential, that it is otherwise required by or subject to another Tariff provision, Commission rule or order, or court order, as ordered by state or federal agencies, as reasonably deemed by the Transmission Provider is required to be disclosed in connection with a dispute between the Transmission Provider and the entity or entities to which such confidential information pertains, or the defense of litigation or a dispute. In addition, the Transmission Provider may disclose confidential information contained in the Selected Proposal in filings before the Federal Energy Regulatory Commission to the extent necessary to explain or enforce commitments made in a Selected Developer Agreement provided that the Transmission Provider, consistent 18 C.F.R. Section 388.112, requests that that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

The Transmission Provider may disclose confidential or non-confidential information submitted in Proposals or in response to a request for clarifications and/or additional information to Federal Energy Regulatory Commission staff to the extent necessary to discuss the Transmission Provider's implementation of the Competitive Developer Selection Process without first obtaining an order provided that the Transmission Provider: (1) clearly communicates the confidential nature of the information shared; and (2) consistent with 18 C.F.R. Section 388.112, requests that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

VIII.D.10. Proposal Validation – Review for Completeness:

The Transmission Provider will review each submitted Proposal for completeness and validate whether the RFP Respondent(s) is/are listed as a Qualified Transmission Developer. Within thirty (30) Calendar Days of the Proposal Submission Deadline, the Transmission Provider will notify each RFP Respondent if the Transmission Provider identifies that their Proposal is incomplete. Except when any of the RFP Respondents involved in a Proposal were not listed as a Qualified Transmission Developer on the date the Proposal was submitted, the RFP Respondent(s) will have a single Proposal Cure Period of ten (10) Business Days from the date of such notification to submit the requested information to cure any deficiencies in their Proposal. Proposals that are not complete at the end of the Proposal Cure Period will be deemed invalid and will not be evaluated or considered further by the Transmission Provider. Such Proposals will be refunded ninety percent (90%) of the initial proposal deposit specified in Section V.III.D.2 of Attachment FF of the Tariff, if such initial proposal deposit was submitted to the Transmission Provider. Proposals that include a RFP Respondent that was not listed as a Qualified Transmission Developer on the date the Proposal was submitted will also be deemed invalid and will not be evaluated or considered further by the Transmission Provider. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified.

VIII.D.11. Posting List of RFP Respondents and Proposals Participants:

The Transmission Provider will post a list of the RFP Respondents and Proposal Participants that submitted completed Proposals in response to an issued RFP on its website at the end of the Proposal Cure Period.

VIII.D.12. RFP Respondent's Qualified Transmission Developer status:

RFP Respondents are required to maintain their status as a Qualified Transmission Developer throughout the duration of the Competitive Developer Selection Process. In the event that the Transmission Provider determines that a RFP Respondent has ceased to be a Qualified Transmission Developer, the Transmission Provider shall send a written notice of such fact to the RFP Respondent, which notice shall state the reason(s) for loss of Qualified Transmission Developer status. The RFP Respondent shall have thirty (30) Calendar Days from the Transmission Provider's notification of loss of Qualified Transmission Developer status to remove the grounds for such loss of status. Any Proposal involving a RFP Respondent that ceases to be a Qualified Transmission Developer will be deemed invalid and will not be evaluated or considered further by the Transmission Provider if such failure remains uncured more than thirty (30) Calendar Days from the date of the notice to the RFP Respondent. A Proposal shall not be deemed invalid if the RFP Respondent cures the loss of Qualified Transmission Developer status within the thirty (30) Calendar Day period. If one or more RFP Respondents who have submitted a Joint-Developer Proposal pursuant to Section VIII.D.4.2 is disqualified after the cure period, the Joint-Developer Proposal shall be disqualified unless all of the RFP Respondents have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal. If all RFP Respondents submitting a Joint Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, then the remaining RFP Respondents shall assume the obligations of the RFP Respondent that has failed to cure a loss of Qualified

Transmission Developer status and the Joint-Developer Proposal shall not be disqualified. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified or, in the event that all RFP Respondents involved in a Joint-Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, stating that the remaining RFP Respondents must assume the obligations of the RFP Respondent that has lost its Qualified Transmission Developer status.

VIII.E. EVALUATION OF PROPOSALS

The Transmission Provider will have one hundred and sixty-five (165) Calendar Days from the Proposal Submission Deadline to evaluate all completed Proposals. Only those Proposals that were submitted prior to the Proposal Submission Deadline and cured of any deficiencies pursuant to Section VIII.D.10 of Attachment FF of the Tariff and otherwise have not been withdrawn or deemed invalid will be evaluated by the Transmission Provider based on a comparative analysis using the evaluation criteria below and as further described in the Business Practices Manuals and applicable RFP. Specific methods used to evaluate various aspects of a Proposal shall be described in the Business Practices Manuals. This comparative analysis evaluation will be conducted by Transmission Provider and/or independent consultants competent in the areas of finance, transmission facility design, transmission project implementation, and transmission operations, maintenance, repair, and replacement. In conducting the comparative analysis evaluation of Proposals, the Transmission Provider and any independent expert consultants will be overseen by the Competitive Transmission Executive Committee, which will have the exclusive and final authority to determine Selected Proposal.

The Transmission Provider may decline to accept any or all Proposals that do not meet the Tariff's requirements for the project classification in question or will not sufficiently address the Transmission Issue(s) the RFP was intended to address. If no Proposals are received from Qualified Transmission Developers or selected by the Transmission Provider, the Competitive Transmission Project may be cancelled or assigned to the applicable Member(s), as defined below:

- (a) Ownership and the responsibility to construct facilities which are connected to a single Member's system belong to that Member;
- (b) Ownership and the responsibilities to construct facilities which are connected between two (2) or more Members' facilities belong equally to each Member, unless such Members otherwise agree; and
- (c) Ownership and the responsibility to construct facilities which are connected between a Member(s)' system and a system or systems that are not part of the Transmission Provider belong to such Member(s) unless the Member(s) and the non-Transmission Provider party or parties otherwise agree.

VIII.E.1. Proposal Evaluation Criteria:

In evaluating Proposals, the Transmission Provider will consider the following general aspects and weighting for each Competitive Transmission Project evaluated:

(a) Competitive Transmission Line Projects:

The following weights will be applied to Competitive Transmission Projects containing only Competitive Transmission Line Facilities:

- (i) Cost and reasonably descriptive facility design quality: 30%
- (ii) Project implementation capabilities: 35%
- (iii) Operations, maintenance, repair, and replacement capabilities: 30%
- (iv) Transmission Provider planning process participations: 5%

(b) Competitive Substation Projects:

The following weights will be applied to Competitive Transmission Projects containing only Competitive Substation Facilities:

- (i) Cost and reasonably descriptive facility design quality: 30%
- (ii) Project implementation capabilities: 30%
- (iii) Operations, maintenance, repair, and replacement capabilities: 35%
- (iv) Transmission Provider planning process participations: 5%

(c) Mixed Competitive Transmission Facility Projects:

The following weights will be applied to Competitive Transmission Projects containing both Competitive Transmission Line Facilities and Competitive Substation Facilities:

- (i) Cost and reasonably descriptive facility design quality: 35%

- (ii) Project implementation capabilities: 30%
- (iii) Operations, maintenance, repair, and replacement capabilities:
30%
- (iv) Transmission Provider planning process participations: 5%

VIII.E.1.1. Cost and Reasonably Descriptive Facility Design:

When considering cost and reasonably descriptive facility design quality, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the following:

- (a) Estimated project cost;
 - (i) Estimated project cost(s), as set forth in Section VIII.D.5.3 of this Attachment FF;
 - (ii) Cost estimate rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in support of the cost estimate;
 - (iii) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated project cost.
- (b) Estimated annual transmission revenue requirement:
 - (i) The estimated annual transmission revenue requirement(s), as described in Section VIII.D.5.4 of this Attachment FF;

- (ii) Estimated annual transmission revenue requirement rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in support of the estimated annual transmission revenue requirement; and
 - (iii) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated annual transmission revenue requirement(s).
 - (c) Electrical design:
 - (i) Reasonably descriptive facility electrical design quality; and
 - (ii) Reasonably descriptive facility electrical design rigor, which shall include facility studies performed and other specific supporting data that clearly documents and supports consideration and attention given to the proposed reasonably descriptive facility electrical designs. For reasonably descriptive facility electrical design, the Transmission Provider shall consider the items set forth in Sections VIII.D.5.7.1 through VII.D.5.7.3 of this Attachment FF, as each is applicable to the electrical design of Competitive Transmission Facilities discussed in the

Proposal.

- (d) Structural design:
 - (i) Reasonably descriptive facility structural design quality;
and
 - (ii) Reasonably descriptive facility structural design rigor,
which shall include facility studies performed and other
specific supporting data that clearly documents and
supports consideration and attention given to the proposed
reasonably descriptive facility structural designs. For
reasonably descriptive facility structural design, the
Transmission Provider shall consider the items set forth in
Sections VIII.D.5.7.1 through VII.D.5.7.3 of this
Attachment FF, as each is applicable to the structural
design of Competitive Transmission Facilities discussed in
the Proposal.

VIII.E.1.2. Project Implementation Capabilities:

When considering project implementation capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, and processes regarding the following project implementation categories relative to the locations and jurisdictions where

the Competitive Transmission Facilities associated with the Competitive

Transmission Project are to be located, including:

- (a) Project schedule and management:
 - (i) Project implementation schedule, as required by Section VIII.D.5.2 of this Attachment FF; and
 - (ii) Project management;
- (b) Regulatory permitting, and route/site evaluation:
 - (i) Regulatory permitting; and
 - (ii) Route and site evaluation;
- (c) Right of way and land acquisition;
- (d) Construction;
 - (i) Engineering and surveying;
 - (ii) Material procurement;
 - (iii) Facility construction; and
 - (iv) Final facility commissioning;
- (e) Previous applicable experience and demonstrated ability;
- (f) Financing and capital resource plan;
- (g) The information and documentation from the detailed financing plan required by Sections VIII.D.5.6(1)-(7) of this Attachment FF; and
- (h) Safety, as described in Section VIII.D.5.9(h) of this Attachment FF.

VIII.E.1.3. Operations, Maintenance, Repair, and Replacement Capabilities:

When considering operations, maintenance, repair and replacement capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, and processes regarding the following operations and maintenance categories relative to the locations and jurisdictions where the Competitive Transmission Facilities associated with the Competitive Transmission Project are to be located:

- (a) Normal operations:
 - (i) Real-time operations monitoring and control;
 - (ii) Switching; and
 - (iii) Plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area as required by Section VIII.D.5.9.1 of this Attachment FF.

- (b) Non-normal operations:
 - (i) Forced outage response;
 - (ii) Emergency repair;
 - (iii) Capabilities to perform major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.9(g) of this Attachment FF; and

- (iv) Financial capabilities and strategy to facilitate major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.6(8) of this Attachment FF.
- (c) Maintenance activities:
 - (i) Spare parts;
 - (ii) Preventative and/or predictive maintenance and testing;
 - (iii) Capabilities to perform major facility replacements or rebuilds required as a result of natural aging through normal wear and tear, as required by Section VIII.D.5.9(g) of this Attachment FF; and
 - (iv). Financial capabilities and strategy to facilitate major facility replacements or rebuilds required as a result of normal wear and tear, as required by Section VIII.D.5.6(8) of this Attachment FF; and
- (d) Safety, as described in Sections VIII.D.5.9(h) of this Attachment.

VIII.E.1.4. Transmission Provider Planning Process Participation:

Within thirty (30) Calendar Days after the date, the Transmission Provider Board approves an MTEP containing a Competitive Transmission Project, MISO will publicly post a list on its website identifying the entities that have meet the

requirements to earn planning participation for such Competitive Transmission Project. Such determination shall be based on relevant planning studies performed by such entities and the results supplied to the Transmission Provider during the planning process, as well as documentation of transmission project ideas submitted by such entities to the Transmission Provider to address the same Transmission Issues being addressed by the Competitive Transmission Project for which an RFP will be issued. In evaluating Proposals, the Transmission Provider shall determine whether any RFP Respondent or Proposal Participant (including Affiliates) qualified to receive such credit. Credit shall be awarded for a Proposal where any RFP Respondent or Proposal Participant named in such Proposal, or an affiliate of either, qualifies to receive such credit.

VIII.E.2. Proposal Selection and Posting Selection Report:

The Transmission Provider will post the name of the Selected Developer(s) on its website within one hundred and sixty-five (165) Calendar Days of the Proposal Submission Deadline. Upon posting of the name of the Selected Developer(s), the obligation of RFP Respondents not named as the Selected Developer or notified that they have been designated as the Alternate Selected Developer(s) pursuant to Section VIII.H of this Attachment FF to hold their Proposals open shall cease. Within thirty (30) Calendar Days after the designation of a Selected Proposal and the Selected Developer(s) for a Competitive Transmission Project, the Transmission Provider will post on its website a report in which it explains the basis for designating the Selected

Proposal and Selected Developer(s) for each Competitive Transmission Project. The report will set forth the results of the comparative analysis undertaken by the Transmission Provider, the basis for Transmission Provider's decision(s), and the date(s) by which state approval(s) to construct must be achieved based upon when construction must begin to timely meet the Transmission Issue(s) to be addressed by the Competitive Transmission Project and taking into account the project implementation schedule(s) provided by the Selected Developer(s) in its Selected Proposal.

VIII.E.3. Proposal Selection Dispute Resolution:

Any disputes regarding the developer selection will be referred to the Dispute Resolution Process under Attachment HH of this Tariff.

VIII.F. SELECTED DEVELOPER AGREEMENT

RFP Respondents identified in a Selected Proposal shall execute the *pro forma* Selected Developer Agreement, or request the submission of an unexecuted Selected Developer Agreement with the Commission, no later than sixty (60) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website. The Selected Developer Agreement establishes the terms and conditions under which the Selected Developer will construct and implement the Competitive Transmission Facilities specified in its Selected Proposal. The Selected Developer Agreement shall be executed by the Selected Developer and the Transmission Provider, by an authorized officer or equivalent official with the authority to bind their respective organizations. The Selected Developer(s) for each Competitive

Transmission Project, including where the Selected Developer is a Member, will be required to sign the Selected Developer Agreement or request it be submitted unexecuted with the Commission. All executed Selected Developer Agreements that conform to the *pro forma* template in Appendix 1 of Attachment FF of the Tariff, will be reported to the Commission in the Transmission Provider's next Electric Quarterly Report after the executed Selected Developer Agreement becomes effective on a non-provisional basis. Any request to file the Selected Developer Agreement unexecuted shall be filed with the Commission, together with an explanation of any matters as to which the Selected Developer and the Transmission Provider disagree, as soon as practicable, but no later than fifteen (15) Calendar Days after receiving the request to file the Selected Developer Agreement unexecuted. An unexecuted Selected Developer Agreement should contain terms and conditions deemed appropriate by the Transmission Provider for the Competitive Transmission Project. If the Selected Developer and the Transmission Provider agree to proceed with design, procurement, and construction of the Competitive Transmission Project under the agreed-upon terms of the unexecuted Selected Developer Agreement, they may proceed pending Commission action.

If the Selected Developer Agreement contains information determined to be confidential pursuant to Section VIII.D.9 of Attachment FF of the Tariff, the Transmission Provider will post and/or file publicly only a redacted version of the Selected Developer Agreement.

VIII.G. OBLIGATION TO CONSTRUCT COMPETITIVE TRANSMISSION PROJECT

The Selected Developer(s) will assume the responsibility and obligation to construct the Competitive Transmission Facilities it is selected to construct. If the Selected Developer(s) is/are

financially incapable of carrying out its construction responsibilities, alternate construction arrangements shall be identified. Depending on the specific circumstances, such alternate arrangements shall include solicitation of Transmission Owners to take on financial and/or construction responsibilities. If the delay in construction adversely affects the Transmission System reliability, the Transmission Provider shall coordinate with and support the affected Transmission Owner(s) regarding any mitigation measures that may be required by the Applicable Reliability Standards.

However, in the event that a MTEP Appendix A Competitive Transmission Project approved by the Transmission Provider Board is being challenged through the Dispute Resolution process under Attachment HH of the Tariff or a court proceeding, the obligation of the Selected Developer(s) to build the specific Competitive Transmission Project (subject to required approvals) is waived until the Competitive Transmission Project emerges from the Dispute Resolution process or court proceedings as an approved Competitive Transmission Project. In the event that selection of the Selected Developer to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer to construct the project pursuant to the Selected Developer Agreement is not waived.

VIII.H. ALTERNATE SELECTED DEVELOPER(S)

At the same time that the Transmission Provider posts the name of the Selected Developer(s) on its website, as specified in Attachment FF Section VIII.E.2, the Transmission Provider shall also notify the Alternate Selected Developer(s) that it has been selected as the Alternate Selected Developer(s). Upon this notification, each Alternate Selected Developer shall be required to hold their Proposal open for acceptance by the Transmission Provider for a period of one hundred (100) Calendar Days thereafter, unless released earlier by the Transmission Provider. The Transmission Provider shall release the Alternate Selected Developer(s) from its obligation to hold its Proposal open promptly upon the Selected Developer(s) satisfying all conditions necessary for the Selected Developer Agreement to become effective.

If a Selected Developer does not execute the Selected Developer Agreement or request that the Selected Developer Agreement be filed unexecuted, and provide the required Project Financial Security within ninety (90) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website, the Transmission Provider shall proceed to designate the Alternate Selected Developer(s) as the Selected Developer(s) for the Competitive Transmission Project. Should this be required, the Transmission Provider shall notify the Alternate Selected Developer(s) and publicly announce the Alternate Selected Developer(s) as the Selected Developer(s). The Alternate Selected Developer(s) shall then be required to assume the obligations of the Selected Developer for the Competitive Transmission Project and shall have the same period of time to execute or request the unexecuted filing of the Selected Developer Agreement and provide the required Project Financial Security as the originally designated Selected Developer(s).

VIII.I OBLIGATION TO NEGOTIATE INTERCONNECTION AGREEMENTS

The Selected Developer(s) and any Transmission Owner(s) whose facilities will interconnect to the Competitive Transmission Facilities that the Selected Developer is obligated to construct shall each take commercially reasonable efforts to finalize and execute any required Transmission-to-Transmission Interconnection Agreements at least one hundred and twenty (120) calendar days before the scheduled in service date of the Competitive Transmission Project.

IX. VARIANCE ANALYSIS

After the Transmission Provider Board approves an Eligible Project for inclusion in Appendix A of the MTEP, certain circumstances or events may significantly affect the cost, schedule, and or the ability of Selected Developers and Transmission Owners to complete and place into service the facilities comprising an Eligible Project for which they are responsible as specified in the MTEP. Under these circumstances or events, the Transmission Provider may need to perform a Variance Analysis in order to further understand the reasons for such circumstances or events and to evaluate any potential impacts that they may have on the successful completion of the Project or on the Transmission System.

IX.A. Applicability and Scope of Variance Analysis

The provisions set forth in this Section IX of Attachment FF are only applicable to Eligible Projects (and the facilities that comprise these projects) approved by the Transmission Provider Board for inclusion in Appendix A of the MTEP after December 1, 2015. These provisions become applicable upon: (i) the date the Transmission Provider Board approves the respective Eligible Project for facilities that are not Competitive Transmission Facilities; or (ii) the date the Selected Developer Agreement has been executed or filed unexecuted with the Commission for Competitive Transmission Facilities. Facilities comprising Eligible Projects shall remain subject to the provisions of Attachment FF Section IX until such facilities have been placed into service and placed under the Transmission Provider's functional control.

IX.B. Variance Analysis Governance

The Competitive Transmission Executive Committee shall have the exclusive and final authority to oversee and implement Variance Analysis, including the decision to implement any of the appropriate Variance Analysis Outcomes pursuant to Section IX.E of this Attachment FF. Such exclusive and final authority shall: (1) be subject to the Dispute Resolution provisions of Section IX.G of this Attachment FF and to Attachment HH; and (2) shall not prejudice any rights or obligations the Transmission Provider, Selected Developer(s), and incumbent Transmission Owner(s) have to make filings before the Commission.

IX.C. Grounds for Variance Analysis

The following circumstances or events shall trigger the Transmission Provider's Variance Analysis for facilities included in an Eligible Project.

IX.C.1. Cost Increase

If the Transmission Provider determines that the estimated cost to complete an entity's portion of an approved Eligible Project (e.g. the competitively bid facilities of the Competitive Transmission Project or the facilities assigned to an incumbent Transmission Owner included in an Eligible Project(s) either has exceeded or is projected to exceed the Baseline Cost Estimate as set forth in Section IX.C.1.1 by twenty-five percent (25%)) or more, the Transmission Provider shall initiate a Variance Analysis.

The Transmission Provider will not consider any portion of cost increases under this section to the extent that the Selected Developer has agreed to internalize such costs through an accepted binding containment mechanism(s). However in the event that the accepted binding cost-containment mechanism(s) are applied and the remaining estimated cost increase still has exceeded or is projected to exceed the threshold, the Transmission Provider shall initiate a Variance Analysis.

IX.C.1.1. Baseline Cost Estimate

The Baseline Cost Estimate for an entity's portion of an Eligible Project shall be set as follows: (i) for Competitive Transmission Facilities the Baseline Cost Estimate shall be the project cost estimate provided in the Selected Proposal as agreed to in the Selected Developer Agreement;

and (ii) for the facilities assigned to an incumbent Transmission Owner included in the Eligible Project not eligible for the Competitive Transmission Process, as described in Attachment FF Section VIII.A of the Tariff, the Baseline Cost Estimate shall be the project cost estimate provided by the respective Transmission Owner through their status update provided upon achieving Milestone #2 pursuant to the Business Practices Manuals. The Baseline Cost Estimate for facilities included in an Eligible Project shall be adjusted appropriately based upon any approved change orders or as necessary based on the outcome of any Variance Analysis conducted for such facilities.

In the event that an entity's portion of an Eligible Project is reassigned pursuant to Section IX.E.3 of this Attachment FF, the Transmission Provider shall adjust the Baseline Cost Estimate to reflect the cost estimates and supporting information submitted to the Transmission Provider by the applicable Transmission Owner during Variance Analysis. The Transmission Provider shall include such information in any filing made to the Commission pursuant to Section IX.D.4.E of this Attachment FF.

IX.C.2. Schedule Delays

If the Transmission Provider determines that the in-service date of facilities included in an approved Eligible Project has been or is projected to be

delayed beyond the in-service date as established in MTEP Appendix A, the Transmission Provider shall meet with the Selected Developer(s), incumbent Transmission Owner(s), if applicable, interconnecting Transmission Owner(s), and any entities responsible for facilities to which the delayed facilities interconnect to discuss whether such delay creates a significant risk of one or more NERC reliability standards violations as well as any other material issues, including service obligations, economic or public policy needs that may be jeopardized as a result of the delay. If any such issues are identified, the Transmission Provider shall, in consultation with these entities, develop a plan, as necessary, to address potential NERC reliability standards violations as well as any other issues that may be of material concern arising from the delay of the transmission facilities.

If the potential NERC reliability standards violations, or other issues of material concern, cannot be adequately addressed by the entity responsible for constructing the delayed facilities, the Transmission Provider will take appropriate action; including but not limited to, determining that Reassignment is necessary to complete the transmission solution as set forth in Section IX.E.3 of this Attachment FF.

IX.C.3. Default under the Selected Developer Agreement

If the Transmission Provider determines that a Selected Developer is in Default under a Selected Developer Agreement for an Eligible Project pursuant to

the terms thereof.

IX.C.4 Inability to Complete Facilities

If the Transmission Provider makes a determination that a Selected Developer or an incumbent Transmission Owner will be unable to complete facilities for which it has been designated to construct; where such determination may be based on, but is not limited to the following:

- a. A Selected Developer's or an incumbent Transmission Owner's inability to secure necessary approvals, permits, certificates, financing, resources, needed expertise and/or third party support identified in the Selected Proposal, property rights, rights of way, or is otherwise unable or unlikely to construct the facilities;
- b. A Selected Developer's or an incumbent Transmission Owner's notification to the Transmission Provider that it is unable or unwilling to proceed with construction of its facilities for which it has been designated to construct;
- c. A Selected Developer or an incumbent Transmission Owner's abandonment of the facilities it has been designated to construct;
- d. A determination by the Transmission Provider that a Selected Developer is no longer a Qualified Transmission Developer; and
- e. A determination by the Transmission Provider that reassignment is necessary pursuant to Section IX.E.3 of this Attachment FF.

In selecting the appropriate Variance Analysis Outcome to apply where the Transmission Provider has determined that a Selected Developer or an incumbent Transmission Owner will be unable to complete the facilities for which it has been designated to construct, the Transmission Provider will consider, but is not limited to considering the following, in addition to the general factors set forth in Section IX.D.2.1:

- (i) The reasons that the Selected Developer or the Transmission Owner was unable or was unlikely to construct the facilities;
- (ii) Whether the facilities are still needed;
- (iii) Whether a Mitigation Plan, as further described in Section IX.E.2 of this Attachment FF, is available that could remedy the ground(s) for Variance Analysis, including consideration of the extent to which it will cost; and
- (iv) Whether reassignment, as further described in Section IX.E.3 of this Attachment FF, is available, including the impacts of reassigning the facilities to another entity.

IX.C.5 Undisclosed Assignments

If the Transmission Provider determines that the Selected Developer has assigned the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement to an entity not disclosed in its Proposal as required by Section VIII.D.5.12 or on terms materially different than

those disclosed in the Proposal, except for assignments to a Project Finance Entity pursuant to Article 14.4 of the Selected Developer Agreement.

IX.D. Variance Analysis Procedure

Variance Analysis shall commence when the Transmission Provider makes an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists. The Transmission Provider will adhere to the following steps, as further detailed in the applicable Business Practices Manuals, in performing a Variance Analysis:

IX.D.1. Initial Inquiry and Confirmation of Grounds for Variance Analysis

Upon making an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists, the Transmission Provider shall notify the applicable Selected Developer or Transmission Owner in writing that Variance Analysis has commenced, including the ground(s) for commencing Variance Analysis, and a brief description of the Transmission Provider's concerns. The applicable Selected Developer or incumbent Transmission Owner shall be provided an opportunity to be heard by the Transmission Provider and present to the Transmission Provider its position on whether the identified ground(s) for Variance Analysis exist and what outcome it believes is appropriate along with supporting facts and documentation. If the Transmission Provider determines that the ground(s) for Variance Analysis do not

exist after considering the Selected Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall terminate the Variance Analysis. If the Transmission Provider continues to believe that reasonable grounds for Variance Analysis exist after considering the Selected Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall continue to commence Variance Analysis and so notify the Selected Developer or Transmissions Owner.

IX.D.2. Determination of Variance Analysis Outcome

If the Transmission Provider continues to believe that reasonable ground(s) for Variance Analysis exists pursuant to the process described in Section IX.D.1 of this Attachment FF, the Transmission Provider shall further investigate the circumstances or events and the relevant facts surrounding the facilities identified in Section IX.D.1 above. Upon completing its investigation, the Transmission Provider shall make a determination of which Variance Analysis Outcome to apply, as described in Section IX.E of this Attachment FF. In determining which Variance Analysis Outcome to apply, the Transmission Provider shall consider the general factors set forth in Section IX.D.2.1 and the appropriate factors of Sections IX.E of this Attachment FF.

IX.D.2.1. General Factors in Variance Analysis Outcome Determination

Before deciding to impose any Variance Analysis Outcome

authorized by the Tariff in Sections IX.E of this Attachment FF, the Transmission provider shall consider the following factors:

- A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;
- B. The potential impacts to the Transmission System and the MTEP, including potential reliability, economic, or public policy impacts;
- C. The degree of completion of the Eligible Projects or facilities;
- D. A comparison of the estimated costs of each outcome;
- E. A comparison of the degree to which each outcome will likely result in the successful completion of or increase the ability to complete the facilities and/or Eligible Projects; and
- F. A comparison of the degree to which each outcome will alleviate the ground(s) for Variance Analysis.

IX.D.3. Implementation of Variance Analysis Outcome

Upon completing the procedures detailed in Section IX.D.2 of this Attachment FF, the Transmission Provider shall perform the following as further detailed in the Business Practices Manuals:

- A. Inform the applicable Selected Developer(s) or incumbent Transmission Owner and any other affected parties of the Variance Analysis Outcome in writing;

- B. Post a description of the Variance Analysis Outcome and the reason(s) it was selected on the Transmission Provider's website, redacting any confidential information and or Critical Energy Infrastructure Information (CEII) as necessary. The Transmission Provider shall be authorized to publicly disclose confidential information, limited in scope to the specific information needed to explain the reason(s) Variance Analysis was triggered and why the Transmission Provider selected the Variance Analysis Outcome for implementation;
- C. Implement the Variance Analysis Outcome in coordination with the applicable Selected Developer(s), incumbent Transmission Owner(s), and any other affected parties;
- D. If implementation of the Variance Analysis Outcome results in a mitigation plan to be placed into effect that alters the schedule, cost, design, or scope of a Competitive Transmission Facility, the Transmission Provider and Selected Developer shall amend the Selected Developer Agreement to include the requirements of the mitigation plan or the Transmission Provider shall file such plan with the Commission unexecuted; and
- E. If implementation of the Variance Analysis Outcome results in Reassignment or Cancellation of Competitive Transmission Facilities, the Transmission Provider shall file a Notice of

Termination with the Commission to terminate the Selected Developer Agreement pursuant to the provisions of the Selected Developer Agreement. In the event that the Transmission Provider files a Notice of Termination pursuant to Section IX.E of this Attachment FF or otherwise discusses confidential information in the course of administrative or judicial proceedings, the Transmission Provider may request that the information be treated as confidential and non-public pursuant to 18 C.F.R. §1b.20 and 388.112.

IX.E. Variance Analysis Outcomes

In determining which Variance Analysis outcome to apply, the Transmission Provider shall apply the procedures specified in Section IX.D of this Attachment FF.

IX.E.1. No Action

The Transmission Provider may determine to take no action when Variance Analysis is triggered. In determining whether to take no action in Variance Analysis, the Transmission Provider will consider, but is not limited to, the following:

- A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;

- B. The potential impacts to the Transmission System and the MTEP, including any potential reliability, economic, or public policy impacts;
- C. The degree of completion of the Eligible Projects or facilities; and
- D. The cost and impacts of implementing another Variance Analysis Outcome pursuant to Sections IX.E.2 through IX.E.4 of this Attachment FF as compared to taking no action.

IX.E.2. Mitigation Plan(s)

The Transmission Provider may allow a Selected Developer or incumbent Transmission Owner to alleviate the ground(s) for the Variance Analysis through a mitigation plan. If the Transmission Provider determines that a delay in the applicable facilities and/or Eligible Project's in-service date may cause the Transmission Provider or one or more Transmission Owners, Selected Developers, or non-Members to violate any Applicable Reliability Standards, the Transmission Provider shall identify the potential violation(s) and direct the impacted entities to develop a mitigation plan in coordination with the Transmission Provider. The Transmission Provider, the impacted Transmission Owners(s) and/or Selected Developers, as applicable, shall take any and all reasonable actions necessary to meet the requirements of the mitigation plan and Applicable Reliability Standards.

Mitigation plans may also be utilized to address ground(s) for Variance Analysis arising under Sections IX.C.1 through IX.C.5 that do not involve a delay of the in-service date that potentially causes violations of Applicable Reliability Standards, should the Transmission Provider determine it is appropriate. In determining whether to require a mitigation plan, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1 and IX.E.1 of this Attachment FF as well as, but not limited to:

- A. The extent to which the ground(s) for Variance Analysis can be remedied through a mitigation plan, if successfully implemented, including the extent to which cost can be restored to baseline and the required in-service date realized;
- B. The willingness of the Selected Developer(s) or incumbent Transmission Owner(s) to implement the mitigation plan, including their willingness to bear the costs thereof;
- C. The resources and ability of the Selected Developer(s) or incumbent Transmission Owner(s) to successfully implement the mitigation plan; and
- D. Whether the Transmission Owner(s) that would receive the reassigned facilities would be better able to alleviate the ground(s) for Variance Analysis than the Selected Developer.

The mitigation measures may include, without limitation, any one or

combination of the following components: (i) an updated implementation plan; (ii) an operating procedure; or (iii) alternative facilities and or projects to mitigate reliability violations. If a mitigation plan is used, the Transmission Provider and Selected Developer shall work together to amend the Selected Developer Agreement to reflect the mitigation plan. In the event that the Selected Developer or incumbent Transmission Owner refuses to execute the Transmission Provider's proposed mitigation plan or offer a substitute plan reasonably acceptable to the Transmission Provider, the Transmission Provider may elect either to file its proposed mitigation plan with the Commission unexecuted, select an alternate Variance Analysis Outcome or, in if the Selected Developer is a signatory to the ISO Agreement, proceed thereunder.

IX.E.3. Reassignment

The Transmission Provider may determine to reassign Competitive Transmission Facilities in accordance with Section IX.E.3.1 of this Attachment FF. Reassignment shall also be proper if a Selected Developer fails to maintain its Qualified Transmission Developer status after the expiration of any applicable cure period. If a Selected Developer is the incumbent Transmission Owner whose service area is the service area for which the facilities triggering Variance Analysis are located, the Transmission Provider shall seek recourse through the ISO Agreement or FERC, as appropriate. In all other cases, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, and IX.E.2 of this Attachment FF as well as the following, in

determining whether Reassignment is applied including but not limited to:

- A. Whether a mitigation plan would be sufficient to alleviate the ground(s) for Variance Analysis;
- B. The actions that the incumbent Transmission Owner(s), to whom the facilities would be reassigned to if the Transmission Provider selects the Reassignment Variance Analysis Outcome, would reasonably be required to take to successfully complete the facilities;
- C. The incremental costs of the Reassignment Variance Analysis Outcome; and
- D. The extent of any potential delay that the Reassignment Variance Analysis Outcome may cause and any potential impacts on reliability.

If the Transmission Provider selects the Reassignment Variance Analysis Outcome, the Selected Developer(s) shall be obligated to work cooperatively and in good faith with the Transmission Provider, the incumbent Transmission Owner(s), and the affected Transmission Owner(s) and/or non-MISO transmission owners, to implement the transition.

IX.E.3.1. Procedure for Reassignment

Prior to making any determination to reassign facilities or projects, the Transmission Provider shall consult with the entity or entities to which such facilities or projects would be assigned to ascertain: (1) the

willingness of such entities to develop, own, operate, and maintain such facilities or project; (2) the estimated costs submitted by such entities and the certainty of such estimates; and (3) the proposed schedule submitted by such entity or entities for developing the reassigned facilities or projects and the degree of certainty of such schedule. Reassigned facilities and or projects will be offered to the applicable Transmission Owner(s), as defined below:

A. Ownership and the responsibility to construct facilities which are connected to a single Transmission Owner's system belong to that Transmission Owner;

B. Ownership and the responsibilities to construct facilities which are connected between two (2) or more Owners' facilities belong equally to each Transmission Owner, unless such Transmission Owners otherwise agree; and

C. Ownership and the responsibility to construct facilities which are connected between a Transmission Owner(s)' system and a system or systems that are not part of the Transmission Provider belong to such Transmission Owner(s) unless the Transmission Owner(s) and the non-Transmission Provider party or parties otherwise agree.

If the applicable Transmission Owner(s) decline to construct the reassigned facilities and or Eligible Project, the Transmission Provider will reassign, as applicable, the facilities and/or Eligible Projects through

the Competitive Transmission Developer Selection Process, as described in Section VIII of Attachment FF of the Tariff.

IX.E.4. Cancellation of Facilities and or Projects

The Transmission Provider may determine to cancel Eligible Projects and/or facilities comprising such projects. In determining whether to cancel Eligible Projects or facilities, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, IX.E.2, and X.E.3 of this Attachment FF.

IX.F. Variance Analysis Confidentiality

The Transmission Provider shall not disclose to the public that a Variance Analysis has commenced until such time as it has confirmed its initial determination that a ground for Variance Analysis exists pursuant with Section IX.D.1 of this Attachment FF. Notwithstanding the preceding sentence, the Transmission Provider shall be allowed to disclose that it is commencing a Variance Analysis to third parties, including interconnecting Transmission Owners, Selected Developers, or non-Members from whom the Transmission Provider requires information to determine whether the ground(s) for Variance Analysis exist. However, no confidential information will be disclosed when the Transmission Provider solicits information from third parties unless and to the extent such disclosure is needed to obtain information necessary to determine any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized.

In the event that the Transmission Provider determines pursuant to Section IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do not exist, the Transmission provider shall treat any information collected pursuant to Section IX.D.1 as Project Confidential Information. In the event that the Transmission Provider determines pursuant to IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do exist, the Transmission provider shall be authorized to share Project Confidential Information with such third parties as the Transmission Provider determines are reasonably necessary in order to enable the Transmission Provider to obtain needed input and information to identify any potential system reliability impacts of Variance Analysis Outcomes, including impacts from any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized. The Transmission Provider shall consult with the Selected Developer and or the incumbent Transmission Owner prior to sharing any such confidential information for the purposes of discussing reasonable confidentiality safeguards.

IX.G. Variance Analysis Dispute Resolution

All disputes by the affected Selected Developer or Transmission Owner shall be addressed in accordance with the provisions of Attachment HH, except that disputes involving the termination of a Selected Developer Agreement shall be addressed in accordance with the Dispute Resolution provisions of the Selected Developer Agreement.

IX.H Project Financial Security

The Transmission Provider may utilize Project Financial Security to cover the costs of Variance Analysis resulting from Default under the Selected Developer Agreement. In such event, the Transmission Provider may draw upon such funds after confirming that a Default exists pursuant to Section IX.D.1 of this Attachment FF. The Transmission Provider shall utilize such funds to offset any costs reasonably incurred by the Transmission Provider in performing a Variance Analysis, transitioning the Competitive Transmission Project to a new Selected Developer and/or incumbent Transmission Owner(s), and otherwise distribute such funds as determined by the Commission to cover Variance Analysis and transition costs. Costs for which Project Financial Security funds may be used include reasonable consultant fees, attorneys' fees, costs of litigation and or regulatory proceedings, and staffing costs directly attributable to taking actions under the Variance Analysis provisions of the Tariff. The Transmission Provider shall track its use of Project Financial Security and provide an informational filing to the Commission within six (6) months after the Transmission Provider concludes implementation of the selected outcome.

X. Interregional Coordination and Cost Allocation with the Southeastern Regional Transmission Planning Region

The public utility transmission providers in the Southeastern Regional Transmission Planning region ("SERTP") and the Midcontinent Independent System Operator region ("MISO") shall undertake the interregional transmission coordination and cost allocation procedures under Section X of this Attachment FF.

Where the regional transmission planning process is referenced as part of this interregional transmission coordination process the applicable regional transmission planning process for the Transmission Provider is described in Attachment FF; and is described for the SERTP in attachment K of the applicable SERTP transmission provider.

A. Interregional Transmission Coordination

1. Annual Meeting: Representatives of the SERTP and staff of the Transmission Provider will meet no less than once per year to facilitate the interregional coordination procedures described below (as applicable). Representatives of the SERTP and staff of the Transmission Provider may meet more frequently during the evaluation of interregional transmission project(s) proposed for purposes of interregional cost allocation between the SERTP and the Transmission Provider transmission planning regions.

2. Website Posting of Information on Interregional Coordination: The Transmission Provider shall utilize the regional planning website for communication of information related to these coordinated interregional transmission planning procedures. The Transmission Provider shall coordinate with the SERTP with respect to the posting of materials to the regional planning website related to the interregional coordination procedures between the SERTP and the Transmission Provider transmission planning regions. The Transmission Provider shall, at a minimum, provide the following on the regional planning website:

- a. Interregional coordination and cost allocation procedures between the SERTP and Transmission Provider;
- b. Links to where stakeholders can register (if applicable/available) for the stakeholder committees or distribution lists of the SERTP;
- c. Documents related to joint evaluation of interregional transmission projects;
and
- d. Status report on interregional transmission projects selected for purposes of interregional cost allocation between the SERTP and the Transmission Provider.

B. Model and Data Exchange

At least annually, the Transmission Provider and the SERTP shall exchange their then-current regional transmission plans including power-flow models and associated data used in the regional transmission planning processes to develop such transmission plan(s). This exchange will occur when such data is available in each of the regional transmission planning processes, typically during the first calendar quarter of each year. Additional transmission-based models and data may be exchanged between the SERTP and the Transmission Provider as necessary and if requested. For purposes of their interregional coordination activities, the Transmission Provider and SERTP will exchange only data and models used in the development of their then-current regional transmission process and plans. This data will be posted on the pertinent regional transmission planning process' websites, consistent with the posting requirements of the respective regional transmission planning processes, and subject to the applicable

treatment of confidential data and Critical Energy Infrastructure Information (CEII). The Transmission Provider shall notify SERTP of such posting.

C. Identification and Joint Evaluation of Proposed Interregional Transmission Projects

1. **Identification of Interregional Transmission Projects:** At least biennially, the Transmission Provider and the SERTP shall meet to review the respective regional transmission plans. Such plans include each region's transmission needs as prescribed by each region's planning process. This review shall occur on a mutually agreeable timetable, taking into account each region's regional transmission planning process timeline. If through this review, the Transmission Provider and the SERTP identify a potential interregional transmission project that may be more efficient or cost-effective than regional transmission projects, the Transmission Provider and the SERTP shall jointly evaluate the potential interregional transmission project pursuant to Section X.C.4.

2. **Identification of Interregional Transmission Projects by Stakeholders:** Stakeholders and transmission developers (pursuant to Section X.D.1) may also propose interregional transmission projects that may be more efficient or cost-effective than regional transmission projects pursuant to the procedures in each region's regional transmission planning processes.

3. **Identification of Interregional Transmission Projects by Developers:**

Interregional transmission projects proposed for interregional cost allocation purposes (“Interregional CAP”) must be submitted in both the Transmission Provider and the SERTP regional transmission planning processes. The project submittal must satisfy the requirements of Section X.D.1 except for the benefit-to-cost ratio requirements of Section X.D.1.a.ii³. The submittal must identify the potential transmission project as interregional in scope and identify the Transmission Provider and the SERTP as regions in which the project is proposed to interconnect. The Transmission Provider will verify whether the submittal for the potential interregional transmission project satisfies all applicable requirements. Upon finding that the proposed interregional transmission project satisfies all such applicable requirements, the Transmission Provider will notify the SERTP. Once the potential project has been proposed through the regional transmission planning processes in both regions, and upon both regions so notifying one another that the project is eligible for consideration pursuant to their respective regional transmission planning processes, the Transmission Provider and the SERTP will jointly evaluate the proposed interregional projects pursuant to Sections X.C and X.D.

- 4. Evaluation of Interregional Transmission Projects:** The Transmission Provider and the SERTP shall act through their respective regional transmission planning processes in the joint evaluation of potential interregional transmission projects identified

³ A transmission developer is not responsible for determining the benefit-to-cost ratio referenced in Section X.D.1.a.ii in a project submittal. However, an interregional transmission project proposed for Interregional CAP must ultimately satisfy the benefit-to-cost ratio requirements in accordance with the provisions of Section X.D.1.a.ii and X.D.3.

pursuant to Sections X.C.1 and X.C.2 to determine whether the inclusion of any potential interregional transmission projects in each region's regional transmission plan would be more efficient or cost-effective than regional projects. Such analysis shall be consistent with accepted transmission planning practices of the respective regions and the methods utilized to produce each region's respective regional transmission plan(s). The Transmission Provider will evaluate potential interregional transmission projects consistent with Section I.C.6 and Section II of Attachment FF.

5. Review of Proposed Interregional Transmission Projects: Initial coordination activities regarding potential interregional transmission projects will typically begin during the third quarter of each calendar year. The Transmission Provider and the SERTP will exchange status updates regarding interregional transmission projects that are newly proposed or that are currently under consideration as needed. These status updates will generally include, if applicable: (i) an update of the region's evaluation of the proposal(s); (ii) the latest calculation of benefits (as identified pursuant to Section X.D.2); and (iii) the anticipated timeline for future assessments.

6. Coordination of Assumptions Used in Joint Evaluation: The Transmission Provider and the SERTP will coordinate assumptions and data used in joint evaluations, as necessary, including items such as:

- a. Expected timelines and milestones associated with the joint evaluation;
- b. Study assumptions;
- c. Models; and

- d. Benefit calculations (as identified pursuant to Section X.D.2).

D. Interregional Cost Allocation: If an interregional transmission project is proposed for Interregional CAP in the SERTP and the Transmission Provider transmission planning regions, then the following cost allocation and benefits calculations, as identified pursuant to Section X.D.2, shall apply to the project:

1. Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:

- a. For a transmission project to be eligible for Interregional CAP within the SERTP and the Transmission Provider, the project must:
 - i. Interconnect to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development⁴
 - ii. Have a combined benefit-to-cost ratio of 1.25 or higher to the SERTP and Transmission Provider regions, as calculated in Section X.D.3; and
 - iii. Meet the threshold and qualification criteria for transmission projects potentially eligible to be included in the respective regional transmission plans for purposes of cost allocation in the

⁴ For the MISO region, “under development” refers to Appendix A projects under development approved by the MISO Board of Directors.

Transmission Provider and the SERTP, pursuant to their respective regional transmission planning processes.

b. On a case-by-case basis, the Transmission Provider and the SERTP may consider an interregional transmission project that does not satisfy all of the criteria specified in this Section X.D.1, but that: (i) meets the threshold criteria for a project proposed to be included in the regional transmission plan for purposes of cost allocation in only one of the two regions; and (ii) would be interconnected to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development.

c. The transmission project must be proposed for purposes of cost allocation in both the SERTP and the Transmission Provider. The project submittal must satisfy all criteria specified in the respective regional transmission processes, including the respective timeframes for submittals proposed for cost allocation purposes. If a project is proposed by a transmission developer, the transmission developer must also satisfy the qualification criteria specified by each region.

- 2. Calculation of Benefits for Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:** The benefits used to establish the allocation of costs of a transmission project proposed for Interregional

CAP between the SERTP and the Transmission Provider shall be determined as follows:

- a. Each transmission planning region, acting through its regional transmission planning process, will evaluate proposals to determine whether the proposed project(s) addresses transmission needs that are currently being addressed with projects in its regional transmission plan and, if so, which projects in the regional transmission plan could be displaced by the proposed project(s).
- b. Based upon its evaluation, each region will quantify its benefits based upon the transmission costs that each region is projected to avoid due to its transmission projects being displaced by the proposed interregional transmission project as follows:
 - i. for the SERTP, the total avoided costs of projects included in the then-current regional transmission plan that would be displaced if the proposed interregional transmission project was included; and
 - ii. for the Transmission Provider, the total avoided costs of projects included in the then-current regional transmission plan that would be displaced if the proposed interregional transmission project was included.

The benefits calculated pursuant to this Section X.D.2 are not necessarily the same as the benefits used for purposes of regional cost allocation.

3. Calculation of Benefit-to-Cost Ratio for an Interregional Transmission Project Proposed for Interregional CAP:

Prior to any regional benefit-to-cost ratio calculation pursuant to either regional transmission planning process, the combined interregional benefit-to-cost ratio, referenced in Section X.D.1.a, shall be calculated for an interregional transmission project proposed for Interregional CAP. Such calculation shall be performed by dividing the sum of the present value of the avoided project cost determined in accordance with Section X.D.2.b.i for the SERTP region and the present value of avoided project cost determined in accordance with Section X.D.2.b.ii for the Transmission Provider region by the present value of the proposed interregional transmission project's total project cost. The present values used in the cost calculation shall be based on a common date, comparable cost components, and the latest cost estimates used in the evaluation of the interregional transmission project. The combined interregional benefit-to-cost ratio will be assessed in addition to, not in the place of, the SERTP's and the Transmission Provider's respective regional benefit-to-cost ratio assessment(s) (if applicable) as specified in the respective regional processes.

4. Inclusion in Regional Transmission Plans: An interregional transmission project proposed for Interregional CAP in the transmission planning regions of the SERTP and the Transmission Provider will be included in the respective regional transmission plans for purposes of cost allocation after:

- a. Each region has performed all evaluations, as prescribed in its regional transmission planning process, necessary for a project to be included in its regional transmission plan for purposes of cost allocation including any regional benefit-to-cost ratio calculations. Each region shall utilize the benefit calculation(s) as defined in such region's regional transmission planning process (for purposes of clarity, these benefits are not necessarily the same as the benefits determined pursuant to Section X.D.2). Each region shall utilize the cost calculation(s) as defined in such region's regional transmission planning process. The anticipated percentage allocation of costs of the interregional transmission project to each region shall be based upon the ratio of the region's benefits to the sum of the benefits, both as determined pursuant to Section X.D.2, identified for both the SERTP and the Transmission Provider.
- b. Each region has obtained all approvals, as prescribed in its regional process, necessary for a project to be included in the regional transmission plan for purposes of regional cost allocation.

5. Allocation of Costs Between the SERTP and the Transmission Provider Regions: The cost of an interregional transmission project, selected for

purposes of cost allocation in the regional transmission plans of both the SERTP and the Transmission Provider, will be allocated as follows:

- a. Each region will be allocated a portion of the interregional transmission project's costs in proportion to such region's benefit as calculated pursuant to Section X.D.2 to the sum of the benefits identified for both the SERTP and the Transmission Provider calculated pursuant to Section X.D.2.
 - i. The benefits used for this determination shall be based upon the benefit calculation most recently performed – pursuant to the method described in Section X.D.2 – before each region included the project in its regional transmission plan for purposes of cost allocation and as approved by each region.
- b. Costs allocated to each region shall be further allocated within each region pursuant to the cost allocation methodology contained in its regional transmission planning process.

- 6. Milestones of Required Steps Necessary to Maintain Status as Being Selected for Interregional Cost Allocation Purposes:** Once selected in the respective regional transmission plans for purposes of cost allocation, the transmission owners in the SERTP planning region that will be allocated costs of the transmission project, the Transmission Provider, and the transmission developer(s) must mutually agree upon an acceptable development schedule including milestones by which the necessary steps to develop and construct the interregional transmission project must occur. These milestones may

include (to the extent not already accomplished) obtaining all necessary rights-of-way and requisite environmental, state, and other governmental approvals and executing a mutually-agreed upon contract(s) between the applicable transmission owners in the SERTP planning region, the Transmission Provider and the transmission developer. If such critical steps are not met by the specified milestones and then afterwards maintained, then the Transmission Provider and the SERTP may remove the transmission project from the selected category in the regional transmission plans for purposes of cost allocation.

- 7. Interregional Transmission Project Contractual Arrangements:** The contracts referenced in Section X.D.6 will address terms and conditions associated with the development of the proposed interregional transmission project included in the regional transmission plans for purposes of cost allocation, including but not limited to:
- a. Engineering, procurement, construction, maintenance, and operation of the proposed transmission project, including coordination responsibilities of the parties;
 - b. Emergency restoration and repair;
 - c. The specific financial terms and specific total amounts to be charged by the transmission developer of the transmission project to each beneficiary, as agreed to by the parties;
 - d. Creditworthiness and project security requirements;

- e. Milestone reporting, including schedule of projected expenditures;
- f. Reevaluation of the transmission project; and
- g. Non-performance or abandonment.

8. Removal from Regional Transmission Plans: An interregional transmission project may be removed from the SERTP's or the Transmission Provider's regional transmission plan(s) for Interregional CAP: (i) if the transmission developer fails to meet developmental milestones; (ii) pursuant to the reevaluation procedures specified in the respective regional transmission planning processes; or (iii) if the project is removed from one of the region's regional transmission plans pursuant to the requirements of its regional transmission planning process.

- a. The Transmission Provider shall notify the SERTP if an interregional transmission project or a portion thereof is likely to be, and/or is actually removed from its regional transmission plan.

E. Transparency

- 1. Stakeholders will have an opportunity to provide input and feedback within the respective regional transmission planning processes of the SERTP and the Transmission Provider related to interregional transmission projects identified, analysis performed, and any determination/results. Stakeholders may participate in either or both regions' regional transmission planning processes to provide their input

and feedback regarding the interregional coordination between the SERTP and the Transmission Provider.

2. The Transmission Provider shall use the existing planning stakeholder forums, such as the Planning Advisory Committee and Sub-regional Planning Meetings, to review with stakeholders the interregional activities associated with the SERTP.
3. The Transmission Provider will post a list, on the Regional Planning Website, of interregional transmission projects proposed for purposes of cost allocation in both the Transmission Provider and the SERTP regions that are not eligible for consideration because they do not satisfy the regional project threshold criteria of one or both of the regions as well as post an explanation of the thresholds the proposed interregional projects failed to satisfy.

ATTACHMENT FF-1

List of Planned Projects to be Excluded from Regional Cost Allocation

Reporting	Pro- Estimated ID Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
ALT	90 \$8,000,000	Emery – Lime Planned Creek 161 ckt 2, Sum rate 326	189	Emery	Lime Creek	2	161		1-Jun-06
ALT	93 \$6,200,000	Poweshiek – Reasnor Planned 161 ckt 1, Sum Rate 326	187	Poweshiek	Reasnor	1	161		1-Jun-05
ALT	588 \$411,940	Asbury – Lore Planned 161 kV line	660	Asbury	Lore	1	161		1-Jun-05
Ameren	77 \$28,776,100	Callaway – Franks Planned	46	Callaway	Franks	1	345		1-Dec-06

345 kV line

Ameren	78	Jefferson City Area	50	Moreau	Apache Flats	1	161	1-Jun-07
		\$13,297,900	Planned					

Development

(Moreau – Apache Flats

161, Loose Creek –

Jefferson City 345,

Jefferson City 345/161 tx)

Reporting	Pro-	Project	Fac-				Line			
	Estimated	MTEP 05					or	HS	LS	
Source	ID	Description	ID	From Sub	To Sub	Ckt		kV	kV	
	Cost	Status							Expected	
									ISD	
Ameren	78	Jefferson City Area	59	Loose Creek	Jefferson City	1		345		1-Jun-07
	\$7,242,200	Planned								

Development

		(Moreau – Apache Flats							
		161, Loose Creek –							
		Jefferson City 345,							
		Jefferson City 345/161 tx)							
Ameren	78	Jefferson City Area	65	Jefferson City	transformer	1	345	161	1-Jun-07
	\$4,677,200	Planned							
		Development		345/161					
		(Moreau – Apache Flats							
		161, Loose Creek –							
		Jefferson City 345,							
		Jefferson City 345/161 tx)							
Ameren	87	St. Francois –	53	St. Francois	Rivermines	3	138		1-Jun-05
	\$12,102,400	Planned							
		Rivermines 138 ckt 3,							
		Sum rate 418							
Ameren	88	Tazewell – E.	42	Tazewell	E. Springfield	1	138		28-Feb-05
	\$8,468,800	Planned							
		Springfield 138							
		kV line rebuild							

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 30.0.0

Ameren	126	Rivermines –	29	Rivermines	Clark	1	138	1-Jun-05
	\$2,581,200	Planned						
		Clark 138 ckt 1,						
		Sum rate 418						

Reporting	Pro-	Project	Fac-				Line	LS	Expected
Source	Estimated	MTEP 05	ID	From Sub	To Sub	Ckt	HS	KV	ISD
	ID	Description	ID				kV	kV	
	Cost	Status							

Ameren	127	Newton Plant –	41	Newton Plant	breaker		138		1-Jun-05
	\$447,500	Planned							
		breaker			replacements (2)				
		replacements (2),							
		138 ckt, Sum rate							

Ameren	128	California –	45	California	Barnett	1	161		1-Jun-05
	\$289,300	Planned							
		Barnett 161 ckt 1,							
		Sum rate 180							

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 30.0.0

Ameren	129	Conway – breaker	49	Conway	breaker		138	1-Jun-06
	\$635,300	Planned						
		additions 138 ckt,			additions			
		Sum rate						
Ameren	130	Warson – breaker	54	Warson	breaker		138	1-Jun-06
	\$618,300	Planned						
		additions 138 ckt,			additions			
		Sum rate						
Ameren	131	Kansas West –	387	Kansas West	Sidney	1	345	1-Jun-05
	\$904,600	Planned						
		Sidney (breaker			(breaker addition			
		addition at			at Kansas)			
		Kansas) 345 ckt 1,						
		Sum rate						
Ameren	132	Paxton – Paxton	389	Paxton	Paxton East	1	138	1-Jun-05
	\$540,300	Planned						
		East (reconductor)			(reconductor)			
		138 ckt 1, Sum rate						

Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
Ameren	133 \$1,287,200	Cahokia – Meramec Planned (reconductor) 138 ckts 1 & 2, Sum rate 473	43	Cahokia	Meramec	1	138		1-Jun-06
Ameren	133 \$1,287,200	Cahokia – Meramec Planned (reconductor) 138 ckts 1 & 2, Sum rate 473	44	Cahokia	Meramec	2	138		1-Jun-06
Ameren	135 \$712,150	Campbell – Maline Planned (reconductor) 138 ckts 1 & 2, Sum rate 478	47	Campbell	Maline	1	138		1-Jun-06
Ameren	135 \$712,150	Campbell – Maline Planned (reconductor) 138 ckts 1 & 2, Sum rate 478	48	Campbell	Maline	2	138		1-Jun-06

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 List of Planned Projects to be Excluded from Cost Allocation
 30.0.0

Ameren	138	Roxford – Mississippi	63	Roxford	Mississippi Tap	1	138	1-Jun-06
	\$762,650	Planned						
		Tap (reconductor)			(reconductor)			
		138 ckt 1 & 2,						
		Sum rate 418						
Ameren	138	Roxford – Mississippi	64	Roxford	Mississippi Tap	2	138	1-Jun-06
	\$762,650	Planned						
		Tap (reconductor)			(reconductor)			
		138 ckt 1 & 2,						
		Sum rate 418						
Ameren	140	Newton – Effingham	390	Newton	Effingham	1	138	1-Jun-06
	\$5,461,700	Planned						
		(reconductor) 138 ckt 1,			(reconductor)			
		Sum rate 351						
Reporting	Pro-	Project	Fac-				Line	
	Estimated	MTEP 05					or	
	ID	Description	ID	From Sub	To Sub	Ckt	HS	LS
Source	Cost	Status					kV	kV
								Expected
								ISD
Ameren	143	Cahokia – N.	56	Cahokia	N. Coulterville	1	230	1-Jun-07
	\$427,200	Planned						
		Coulterville 230 ckt 1,						

		Sum rate 353						
Ameren	144	Crab Orchard – Planned	392	Crab Orchard	Marion South	1	138	1-Jun-07
	\$2,466,500							
		Marion South			(reconductor)			
		(reconductor) 138 ckt 1,						
		Sum rate 351						
Ameren	145	Havana – Ipava Planned	393	Havana	Ipava	1	138	1-Jun-06
	\$3,282,100							
		(reconductor) 138 ckt 1,			(reconductor)			
		Sum rate 212						
Ameren	149	Mason – Sioux Planned	397	Mason	Sioux	1	345	1-Jun-07
	\$502,900							
		(breaker addition at			(breaker addition			
		Mason) 345 ckt 1,			at Mason)			
		Sum rate						
Ameren	155	Joachim 345/138 Planned	401	Joachim	transformer	1	345	1-Jun-07
	\$12,597,700						138	
		ckt 1, Sum rate 560		345/138 kV				

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 List of Planned Projects to be Excluded from Cost Allocation
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Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
Ameren	704 \$413,500	Grand Tower – Planned Carbondale, Northwest 138 ckt 1	1395	Grand Tower	Carbondale, Northwest	1	138		1-Jun-05
Ameren	705 \$1,316,600	Kinmundy – Planned Louisville (increase ground clearance) 138 ckt 1	1396	Kinmundy	Louisville (increase ground clearance)	1	138		1-Jun-05
Ameren	707 \$167,400	Adair (install breaker Planned for Thomas Hill Line) – install 161 kV breaker at Adair 161	1398	Adair	install 161 kV (install breaker for breaker at Adair Thomas Hill Line)		161		1-Jun-06
Ameren	708 \$350,100	Casey – Breed Planned (reconductor riv.	1399	Casey	Breed (reconductor	1	345		1-Jun-06

		crossing) 345 ckt 1			riv. crossing)			
Ameren	709	Frederick – Meredosia Planned	1400	Frederick	Meredosia	1	138	1-Jun-06
	\$704,600							
		(increase ground clearance) 138 ckt 1			(increase ground clearance)			
Ameren	710	Kinmundy – Salem Planned	1401	Kinmundy	Salem	1	138	1-Jun-06
	\$604,200							
		(increase ground clearance) 138 ckt 1			(increase ground clearance)			
Ameren	711	Wood River – Gillespie Planned	1402	Wood River	Gillespie	1	138	1-Jun-07
	\$800,000							
		(reconductor) 138 ckt 1			(reconductor)			
Ameren	712	Mason – Labadie Mason-3 Planned	1403	Mason	Labadie-Mason-3	1	345	1-Jun-07
	\$177,500							
		term. equipment replacement 345 ckt 1			term. equipment replacement			
Ameren	713	Meramec Plant – Planned	1404	Meramec Plant	replace 4-138 kV breakers		138	1-Jun-07
	\$947,600							
		replace 4-138 kV breakers						

Reporting Source	Pro- Estimated Cost ID	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS KV	LS KV	Expected ISD
Ameren	715 \$62,050	Wildwood – Gray Summit Planned (reconductor) 138 ckt 1	1406	Wildwood	Gray Summit (reconductor)	1	138		1-Jun-07
Ameren	716 \$62,050	Wildwood – Gray Summit Planned (reconductor) 138 ckt 2	1407	Wildwood	Gray Summit (reconductor)	2	138		1-Jun-07
Ameren	717 \$5,000	Conway – Orchard Planned Gardens (increase ground clearance) 138 ckt 1	1408	Conway	Orchard Gardens (increase ground clearance)	1	138		1-Jun-08
Ameren	718 \$5,000	Conway – Orchard Planned Gardens (increase ground clearance) 138 ckt 2	1409	Conway	Orchard Gardens (increase ground clearance)	2	138		1-Jun-08
Ameren	720 \$576,900	Page Substation – Planned replace 3-138 kV breakers	1411	Page Substation	replace 3-138 kV breakers		138		1-Jun-08

AmerenIP	542	South Street sub 138 Planned	3096	Kewanee South St.	capacitor		138	1-Jun-05
	\$500,000							
		kV 50 MVAR capacitor						
AmerenIP	724	Rising (138 kV breaker Planned	1417	Rising	Bondville Rt. 10	1	138	1-Jun-06
	\$1,900,000							
		addition) – Bondville Rt.		(138 kV breaker addition)				
		10 138 ckt 1						
AmerenIP	725	N. LaSalle (138 kV Planned	1418	N. LaSalle	N. Ottawa	1	138	1-Jun-07
	\$13,300,000							
		breaker addition) – N.		(138 kV breaker addition)	(new 3 terminal ring bus)			
		Ottawa (new 3 terminal						
		ring bus) 138 ckt 1						
AmerenIP	726	N. Ottawa – Ottawa Planned	1419	N. Ottawa	Ottawa	1	138	1-Jun-07
	\$2,000,000							
		(2 new 138 kV breakers)			(2 new 138 kV breakers)			
		138 ckt 1						

Reporting	Pro-	Project	Fac-	From Sub	To Sub	Ckt	Line or HS	LS	Expected
Source	ID	Description	ID				kV	kV	ISD
	Estimated	MTEP 05							
	Cost	Status							

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AmerenIP	727	N. Ottawa – Wedron	1420	N. Ottawa	Wedron	1	138	1-Jun-07
	\$4,000,000	Planned						
		138 ckt 1						
AmerenIP	733	Cuba Switching Station	1426	Cuba Switching Station	Galesburg Monmouth	1	138	1-Jun-05
	\$424,000	Planned						
		– Galesburg Monmouth			Blvd. (install breaker			
		Blvd. (install breaker			between taps to tfr 1 &			
		between taps to tfr 1 &			tfr 5)			
		tfr 5) 138 ckt 1						
AmerenIP	738	Line 1342C tap – Line	1431	Line 1342C tap	Line 1342A	1	138	1-Jun-06
	\$1,500,000	Planned						
		1342A (structure 423 to			(structure 423 to 467A			
		467A reconductor) 138			reconductor)			
		ckt 1						
AmerenIP	785	Oglesby 138 kV 54	3097	Oglesby	capacitor		138	1-Jun-05
	\$500,000	Planned						
		MVAR capacitor						
AmerenIP	786	South Ottawa 138 kV	3098	South Ottawa	capacitor		138	1-Jun-05
	\$400,000	Planned						

30 MVAR capacitor

ATC LLC	1	Arrowhead – Gardner	121	Dewey Tap	Weston		115		1-Jun-06
		\$2,300,000 Planned							

Park 345 kV line

ATC LLC	1	Arrowhead – Gardner	127	Northpoint	Dewey Tap		115		1-Jun-06
		\$1,100,000 Planned							

Park 345 kV line

ATC LLC	1	Arrowhead – Gardner	135	Arrowhead	Gardner Park	1	345		30-Jun-08
		\$364,645,723 Planned							

Park 345 kV line

Reporting	Pro-	Project	Fac-				Line	LS	Expected
Source	ID	Description	ID	From Sub	To Sub	Ckt	HS	kV	ISD
	Cost	MTEP 05					or		
		Status					LS		

ATC LLC	1	Arrowhead – Gardner	136	Gardner Park	transformer	1	345	115	1-Jun-06
		\$12,992,000 Planned							

Park 345 kV line (was Weston) 345-115

ATC LLC	1	Arrowhead – Gardner	137	Gardner Park	transformer	2	345	115	1-Jun-06
		\$12,992,000 Planned							

		Park 345 kV line		(was Weston) 345-115					
ATC LLC	1	Arrowhead – Gardner	318	Arrowhead	phase-shifter	1	230	230	30-Jun-08
		\$13,741,773	Planned						
		Park 345 kV line		230-230 kV					
ATC LLC	1	Arrowhead – Gardner	319	Arrowhead	transformer	1	345	230	30-Jun-08
		\$10,400,000	Planned						
		Park 345 kV line		345/230 kV					
ATC LLC	1	Arrowhead – Gardner	472	Gardner Park	Weston	1	115		1-Jun-06
		\$0	Planned						
		Park 345 kV line		(new Weston)					
ATC LLC	1	Arrowhead – Gardner	473	Gardner Park	Weston	2	115		1-Jun-06
		\$0	Planned						
		Park 345 kV line		(new Weston)					
ATC LLC	1	Arrowhead – Gardner	1454	Highway V	Preble		138		1-Dec-05
		\$0	Planned						
		Park 345 kV line		(5 ohm reactor)					
ATC LLC	1	Arrowhead – Gardner	2039	Arrowhead	capacitor		230		30-Jun-08
		\$1,858,227	Planned						
		Park 345 kV line							

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Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
ATC LLC	1 \$882,714	Arrowhead – Gardner Planned	2042	Gardner Park	capacitor bank		115		30-Jun-08
		Park 345 kV line		(was Weston)					
ATC LLC	11 \$8,900,000	Rhineland 115 kV Planned	97	Skawanaw	Highway 8	2	115		1-Jun-05
		loop short-term solution							
ATC LLC	12 \$6,900,000	West Marinette – Planned	599	West Marinette	Menominee	1	138		1-Jun-05
		Menominee – Rosebush		(double ckt 69/138)					
		– Amberg 138 ckt							
		(convert/rebuild), Sum							
		rate 477							
ATC LLC	12 \$11,400,000	West Marinette – Planned	600	Menominee	Rosebush		138		1-Jun-05
		Menominee – Rosebush		(convert)					
		– Amberg 138 ckt							

(convert/rebuild), Sum

rate 477

ATC LLC	12	West Marinette –	601	Rosebush	Amberg	138	1-Jun-05
	\$6,800,000	Planned					

Menominee – Rosebush (rebuild)

– Amberg 138 ckt

(convert/rebuild), Sum

rate 477

ATC LLC	15	Plains – Amberg –	116	Amberg	Plains	138	1-Aug-05
	\$7,500,000	Planned					

Stiles 138 kV line rebuild (rebuild)

ATC LLC	15	Plains – Amberg –	117	Amberg	Crivitz	138	1-Jun-06
	\$7,500,000	Planned					

Stiles 138 kV line rebuild (rebuild)

ATC LLC	15	Plains – Amberg –	120	Crivitz	Stiles	138	1-Jun-06
	\$7,500,000	Planned					

Stiles 138 kV line rebuild (rebuild)

ATC LLC	15	Plains – Amberg –	128	NOW	Amberg	138	1-Jun-06
	\$7,500,000	Planned					

Reporting	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
		Stiles 138 kV line rebuild			(rebuild)				
ATC LLC	15 \$7,500,000	Plains – Amberg – Planned	129	Plains	NOW		138		1-Jun-06
		Stiles 138 kV line rebuild			(rebuild)				
ATC LLC	15 \$7,500,000	Plains – Amberg – Planned	133	Stiles	Amberg		138		1-Jun-06
		Stiles 138 kV line rebuild			(rebuild)				
ATC LLC	22 \$7,420,000	Femrite – Sprecher 138 Planned	123	Femrite	Sprecher	1	138		1-Jun-07
		(new), Sprecher – Reiner			(new 138 kV)				
		138 (conversion), Reiner –							
		Sycamore 138 (conversion)							
ATC LLC	22 \$1,250,000	Femrite – Sprecher 138 Planned	131	Reiner	Sycamore		138		1-Jun-07
		(new), Sprecher – Reiner			(conversion to 138 kV)				
		138 (conversion), Reiner –							
		Sycamore 138 (conversion)							

ATC LLC	22	Femrite – Sprecher 138	132	Sprecher	Reiner	138	1-Jun-07
	\$1,250,000	Planned					
		(new), Sprecher – Reiner			(conversion to 138 kV)		
		138 (conversion), Reiner –					
		Sycamore 138 (conversion)					

ATC LLC	62	Wien – Stratford –	108	Stratford	McMillan	115	1-May-05
	\$1,500,000	Planned					
		McMillan 115 ckt,					
		Sum rate 202					

ATC LLC	62	Wien – Stratford –	110	Wien	Stratford	115	1-May-05
	\$1,500,000	Planned					
		McMillan 115 ckt,					
		Sum rate 202					

Reporting	Pro-	Project	Fac-				Line		
	Estimated	MTEP 05					or		
							HS	LS	Expected
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							

ATC LLC	64	Kegonsa – McFarland	86	Kegonsa	McFarland	138	1-Jun-07
	\$2,410,000	Planned					

		– Femrite conversion			(conversion to 138 kV)		
		to 138 kV					
ATC LLC	64	Kegonsa – McFarland	87	McFarland	Femrite	138	1-Jun-07
	\$1,000,000	Planned					
		– Femrite conversion			(conversion to 138 kV)		
		to 138 kV					
ATC LLC	66	Morgan – Falls –	98	Falls	Pioneer	138	1-Jun-05
	\$2,093,333	Planned					
		Pioneer – Stiles 138 ckt,					
		Sum rate 290					
ATC LLC	66	Morgan – Falls –	99	Morgan	Falls	138	1-Jun-05
	\$2,093,333	Planned					
		Pioneer – Stiles 138 ckt,					
		Sum rate 290					
ATC LLC	66	Morgan – Falls –	100	Pioneer	Stiles	138	1-Jun-05
	\$2,093,333	Planned					
		Pioneer – Stiles 138 ckt,					
		Sum rate 290					
ATC LLC	69	Waukesha –	102	Duplainville	Sussex	138	1-Oct-05
	\$5,650,000	Planned					

Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
ATC LLC	69 \$5,650,000	Waukesha – Planned	109	Waukesha	Duplainville		138		1-Oct-05
		Duplainville – Sussex 138 kV line							
		Duplainville – Sussex 138 kV line							
ATC LLC	101 \$4,160,000	Kelly – Whitcomb 115 Planned	125	Kelly	Whitcomb		115		30-Jun-08
		ckt, Sum rate 241							
ATC LLC	112 \$6,000,000	Columbia – North Planned	333	Columbia	North Madison		345		1-Jun-06
		Madison 345 line & North Madison 345/138 tx replacement			(convert)				

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ATC LLC	112	Columbia – North	334	North Madison	transformer	1	345	138	1-Jun-06
	\$9,500,000	Planned							
		Madison 345 line &		345-138 (replace)					
		North Madison 345/138							
		tx replacement							
ATC LLC	112	Columbia – North	438	North Madison	transformer	2	345	138	1-Jun-06
	\$9,500,000	Planned							
		Madison 345 line &		345-138 (replace)					
		North Madison 345/138							
		tx replacement							
ATC LLC	159	Bell Plaine –	602	Bell Plaine	Badger/Caroline		115		1-Jun-04
	\$1,100,000	Planned							
		Badger/Caroline 115 ckt,							
		Sum rate 120							
ATC LLC	160	Wempletown –	344	Wempletown	Paddock	2	345		1-Jun-05
	\$5,600,000	Planned							
		Paddock 345 ckt 2,							
		Sum rate 1200							
ATC LLC	161	Bunker Hill – Pine	424	Bunker Hill	Pine		115		1-Jun-05
	\$480,000	Planned							

115 ckt, Sum rate 242

Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or		Expected
							HS	LS	
							kV	kV	ISD
ATC LLC	162 \$3,460,000	Edgewater transformer Planned	427	Edgewater	transformer	2	345	138	1-Jun-05
		- 345/138 ckt 2, Sum rate 500		345/138					
ATC LLC	163 \$6,500,000	Kegonsa – Christiana Planned	428	Kegonsa	Christiana	2	138		1-Jun-05
		(reconductor & reconfigure double ckt at Kegonsa)			(reconductor & reconfigure double ckt at Kegonsa)				
		138 ckt 2, Sum rate 478							
ATC LLC	164 \$1,067,000	Morgan – White Clay Planned	437	Morgan	White Clay		138		1-Jun-05
		(uprate) 138 ckt, Sum rate 345			(uprate)				
ATC LLC	167 \$100,000	Lewiston – Kilbourn Planned	605	Lewiston	Kilbourn		138		1-Jun-05

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		(uprate) 138 ckt,			(uprate)			
		Sum rate 286						
ATC LLC	169	Forest Junction/ Planned	590	Forest Junction/ Cedarsauk Tap –	Howard's Grove	138		1-Jun-05
	\$8,200,000			Cedarsauk Tap				
		Howard's Grove 138 ckt,						
		Sum rate 290						
ATC LLC	171	Weston – Kelly 115 Planned	439	Weston	Kelly	115		1-Jun-06
	\$1,700,000							
		ckt, Sum rate 239						
ATC LLC	327	Boxelder – Rockdale – Planned	429	Lakehead Cambridge	Jefferson	138		1-Jun-07
	\$150,000							
		Lakehead Cambridge –						
		Jefferson 138 kV line,						
		383 MVA						

							Line		
							or		
Reporting	Pro-	Project	Fac-				HS	LS	Expected
	Estimated	MTEP 05							
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							

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ATC LLC	327	Boxelder – Rockdale – Planned	433	Rockdale	Lakehead Cambridge	138	1-Jun-07	
	\$150,000							
		Lakehead Cambridge –						
		Jefferson 138 kV line,						
		383 MVA						
ATC LLC	327	Boxelder – Rockdale – Planned	434	Rockdale	Boxelder	1	138	1-Jun-07
	\$300,000							
		Lakehead Cambridge –						
		Jefferson 138 kV line,						
		383 MVA						
ATC LLC	333	Straits – Pine River – Planned	474	Hiawatha	Indian Lake	1	138	1-May-09
	\$2,100,000							
		Hiawatha – Indian Lake			(rebuild in 2004/2005			
		138 kV line			& convert in 2009)			
ATC LLC	333	Straits – Pine River – Planned	596	Hiawatha	Indian Lake	2	138	1-May-09
	\$200,000							
		Hiawatha – Indian Lake			(string second 138			
		138 kV line			kV circuit)			
ATC LLC	339	Jefferson – Lake Mills – Planned	449	Jefferson	Lake Mills	138	1-Jun-07	
	\$5,630,000							

		Stonybrook 138 kV line,							
		386 MVA							
ATC LLC	343	Columbia – Portage	422	Columbia	Portage	2	138		1-May-05
	\$200,000	Planned							
		138 kV lines 1 & 2,							
		386 MVA							
ATC LLC	343	Columbia – Portage	423	Columbia	Portage	1	138		1-May-05
	\$200,000	Planned							
		138 kV lines 1 & 2,							
		386 MVA							
							Line		
							or		
Reporting	Pro-	Project	Fac-				HS	LS	Expected
	Estimated	MTEP 05							
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							
ATC LLC	350	Weston – Sherman	451	Morrison Ave.	Sherman St.		115		1-Jun-07
	\$250,000	Planned							
		Street – Hilltop 115 kV							
		line rebuild as double							
		circuit							
ATC LLC	350	Weston – Sherman	458	Weston	Morrison Ave.		115		1-Jun-07
	\$250,000	Planned							

		Street – Hilltop 115 kV					
		line rebuild as double					
		circuit					
ATC LLC	350	Weston – Sherman	459	Weston	Sherman St.	115	1-Jun-07
	\$3,750,000	Planned					
		Street – Hilltop 115 kV					
		line rebuild as double					
		circuit					
ATC LLC	350	Weston – Sherman	1247	Weston	Hilltop	115	1-Jun-07
	\$3,750,000	Planned					
		Street – Hilltop 115 kV					
		line rebuild as double					
		circuit					
ATC LLC	408	Hodag 115, 10 MVAR	2015	Hodag	capacitor bank	115	1-May-05
	\$810,984	Planned					
		(addition) capacitor bank					
ATC LLC	429	Council Creek 138,	2058	Council Creek	capacitor bank	138	
	1-May-05	\$688,415 Planned					
		16.4 MVAR capacitor bank					

Reporting Source	Pro- Estimated Cost	Project Description	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected
ATC LLC	551 \$8,100,000	Stone Lake 345/161 tap Planned of Arrowhead – Gardner Park 345 kV line	1242	Stone Lake	transformer	1	345	161	1-Jun-06
ATC LLC	564 \$5,000,000	Paris – St. Martins Planned line rebuilding with 477 T2-ACSR conductor	1241	Paris	St. Martins	1	138		1-Jun-05
ATC LLC	566 \$3,500,000	Forest Junction/Charter Planned Street to Plymouth 138 kV line & T-D substation; construct 1.3 mile double circuit from Plymouth municipal utility to existing line	1244	Plymouth	Forest Junction/ Charter Street	1	138		1-Jun-07

ATC LLC	567	North Appleton – Lawn	1245	North Appleton	Lawn Road	1	138	1-Jun-07
	\$250,000	Planned						

Road – White Clay 138 kV
 line upgrade; this project
 increases line clearance on
 the 30 mile line

ATC LLC	567	North Appleton – Lawn	1246	Lawn Road	White Clay	1	138	1-Jun-07
	\$250,000	Planned						

Road – White Clay 138 kV
 line upgrade; this project
 increases line clearance on
 the 30 mile line

ATC LLC	568	North Lake Geneva –	1249	North Lake Geneva	White River	1	138	1-Jun-08
	\$1,250,000	Planned						

White River 138 kV line

							Line		
							or		
Reporting	Pro-	Project	Fac-				HS	LS	Expected
	Estimated	MTEP 05							
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							

ATC LLC	570	Rock River – Bristol –	1252	Rock River	Turtle	1	138	1-Jun-08
	\$1,610,612	Planned						
		Elkhorn conversion to						
		138 kV						
ATC LLC	570	Rock River – Bristol –	1253	Turtle	Sunrise	1	138	1-Jun-08
	\$1,610,612	Planned						
		Elkhorn conversion to						
		138 kV						
ATC LLC	570	Rock River – Bristol –	1254	Turtle	La Prairie RCEC	1	138	1-Jun-08
	\$1,610,612	Planned						
		Elkhorn conversion to						
		138 kV						
ATC LLC	570	Rock River – Bristol –	1255	La Prairie RCEC	Bradford RCEC	1	138	1-Jun-08
	\$1,610,612	Planned						
		Elkhorn conversion to						
		138 kV						
ATC LLC	570	Rock River – Bristol –	1256	Bradford RCEC	West Darien	1	138	1-Jun-08
	\$3,410,708	Planned						
		Elkhorn conversion to						

138 kV

ATC LLC	570	Rock River – Bristol –	1257	West Darien	Southwest Delavan	1	138	1-Jun-08
	\$1,610,612	Planned						

Elkhorn conversion to

138 kV

ATC LLC	570	Rock River – Bristol –	1258	Southwest Delavan	North Shore	1	138	1-Jun-08
	\$3,410,708	Planned						

Elkhorn conversion to

138 kV

Reporting	Pro-	Project	Fac-				Line	LS	Expected
Source	ID	Description	ID	From Sub	To Sub	Ckt	HS	KV	ISD
	Estimated	MTEP 05					or		
	Cost	Status					KV	KV	

ATC LLC	570	Rock River – Bristol –	1259	North Shore	Bristol	1	138	1-Jun-08
	\$1,610,612	Planned						

Elkhorn conversion to

138 kV

ATC LLC	570	Rock River – Bristol –	1260	Bristol	Elkhorn	1	138	1-Jun-08
	\$3,410,708	Planned						

		Elkhorn conversion to						
		138 kV						
ATC LLC	571	North Madison –	1261	North Madison	Waunakee	1	138	1-Jun-08
	\$6,500,000	Planned						
		Waunakee 138 kV						
		line & expansion at						
		Waunakee to						
		accommodate new						
		138 kV facilities						
ATC LLC	572	Loop West Marinette –	1262	West Marinette	Menominee	2	138	1-Jun-08
	\$3,721,083	Planned						
		Bay de Noc 138 kV line						
		into Menominee; total						
		project cost \$3,000,000						
ATC LLC	572	Loop West Marinette –	1263	Menominee	Bay de Noc	1	138	1-Jun-08
	\$1,793,938	Planned						
		Bay de Noc 138 kV line						
		into Menominee; total						
		project cost \$3,000,000						

Reporting Source	Pro- Estimated ID Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or		Expected ISD
							HS kV	LS kV	
ATC LLC	576 \$5,100,000	Southeast Fitchburg – Planned	1273	Southeast Fitchburg	Sugar River	1	138		1-Jun-09
		Sugar River 138 kV line with Sugar River 138/69 kV substation							
ATC LLC	803 \$500,000	Paris – Albers 138 kV Planned	1455	Paris	Albers		138		1-Jun-05
		line upgrade							
CILCO	125 \$417,200	Hines – Pioneer Planned	384	Hines	Pioneer	1	138		1-Jun-04
		(convert UG to OH) 138 ckt 1, Sum rate			(convert UG to OH)				

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CILCO	141	Duck Creek – Tazewell	386	Duck Creek	Tazewell	1	345	1-Jun-06
	\$361,800	Planned						
		(convert bus duct to OH)			(convert bus duct to OH)			
		345 ckt 1, Sum rate						
CIN	42	Bedford – Shawswick –	181	Airport Road Jct.	Seymour	1	138	1-Jun-09
	\$752,906	Planned						
		Pleasant Grove – Airport						
		Road Jct. – Seymour 138						
		ckt 1, Sum rate 304						
CIN	42	Bedford – Shawswick –	182	Bedford	Shawswick	1	138	1-Jun-07
	\$2,110,106	Planned						
		Pleasant Grove – Airport						
		Road Jct. – Seymour 138						
		ckt 1, Sum rate 304						

Reporting	Pro-	Project	Fac-				Line	LS	Expected
	Estimated	MTEP 05					or		
Source	ID	Description	ID	From Sub	To Sub	Ckt	HS	KV	ISD
	Cost	Status					KV		

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 List of Planned Projects to be Excluded from Cost Allocation
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CIN	42	Bedford – Shawswick – \$3,388,077 Planned	183	Pleasant Grove	Airport Road Jct.	1	138		1-Jun-09
		Pleasant Grove – Airport							
		Road Jct. – Seymour	138						
		ckt 1, Sum rate	304						
CIN	42	Bedford – Shawswick – \$4,719,516 Planned	184	Shawswick	Pleasant Grove	1	138		1-Jun-09
		Pleasant Grove – Airport							
		Road Jct. – Seymour	138						
		ckt 1, Sum rate	304						
CIN	115	New London – Webster \$9,455,194 Planned	366	New London	Webster	1	230		1-Jun-07
		230 ckt 1, Sum rate	800						
CIN	116	Westwood – Dequine \$6,093,584 Planned	357	Westwood	transformer	2	345	138	1-Jun-07
		345 kV line & Westwood		345/138					
		345/138 tx 2							
CIN	116	Westwood – Dequine \$588,366 Planned	367	Westwood	Dequine	1	345		1-Jun-07

Reporting Source	Pro- Estimated Cost	Project Description MTEP 05 Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
		345 kV line & Westwood							
		345/138 tx 2							
CIN	190 \$46,532	Cayuga – Nucor Planned	612	Cayuga	Nucor	1	345		1-May-05
		345 ckt 1, Sum rate 1386							
CIN	191 \$4,638,538	Buffington – Planned	359	Buffington	transformer	2	345	138	1-Jun-05
		315/138 ckt 2, Sum rate 499		345/138					
CIN	192 \$1,044,596	Warren – Todhunter Planned	361	Warren	Todhunter	1	138		1-Jun-05
		138 ckt 1, Sum rate 309							
							Line or HS kV	LS kV	Expected ISD
CIN	193 \$1,355,424	Beckjord – Feldman Planned	363	Beckjord	Feldman	1	138		1-Jun-05
		138 ckt 1, Sum rate 308							
CIN	195 \$2,029,712	Beckjord – Silver Grove Planned	365	Beckjord	Silver Grove	1	138		1-Jun-05

			138 ckt 1, Sum rate 304					
CIN	196	Madison West –	516	Madison West	Scottsburg	1	138	1-Jun-05
	\$9,609,813	Planned						
		Scottsburg 138 ckt 1,						
		Sum rate 215						
CIN	197	Louisville Cement Jct. –	520	Louisville Cement Jct.	Louisville Cement	1	138	1-Dec-05
	\$66,400	Planned						
		Louisville Cement 138						
		ckt 1, Sum rate 130						
CIN	198	Port Union – Hall	594	Port Union	Hall	1	138	1-Jun-06
	\$510,706	Planned						
		138 ckt 1, Sum rate 300						
CIN	199	Kokomo –	356	Kokomo	transformer	2	230	138
	\$3,278,756	Planned						1-Jun-07
		230/138 ckt 1, Sum rate 200		230/138				
CIN	200	West Lafayette Purdue –	618	West Lafayette Purdue	Purdue NW Tap	1	138	1-Jun-07
	\$9,878	Planned						
		Purdue NW Tap 138 ckt 1,						
		Sum rate 179						

CIN	201	NW Tap – West	536	NW Tap	West Lafayette	1	138	1-Jun-08
	\$100,000	Planned						
		Lafayette 138 ckt 1,						
		Sum rate 240						

Reporting	Pro-	Project	Fac-				Line		
Source	Estimated	MTEP 05	ID	From Sub	To Sub	Ckt	HS	LS	Expected
	ID	Description	ID				kV	kV	ISD
	Cost	Status							

CIN	302	Shawswick –	614	Shawswick	Pleasant Grove	1	138	1-May-05
	\$97,595	Planned						
		Pleasant Grove – Airport						
		Road Jct. 138 kV line						

CIN	302	Shawswick –	615	Pleasant Grove	Airport Road Jct.	1	138	1-May-05
	\$97,595	Planned						
		Pleasant Grove – Airport		(terminal)	(terminal)			
		Road Jct. 138 kV line						

CIN	304	Gibson – Duff	619	Gibson	Duff	1	345	1-Jun-05
	\$100,000	Planned						
		345 ckt 1, Sum rate 1386						

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CIN	426	Lafayette 138, \$391,514	2051	Lafayette	capacitor	138	1-Jun-05
		Planned					
		86.4 MVAR capacitor					
CIN	445	Buffington – Florence \$0	2081	Buffington	reactor	138	1-Jun-05
		Planned					
		138, 337 MVA reactor		(Buffington – Florence	(change impedance from		
		(change impedance from		138)	5% to 3%)		
		5% to 3%)					
CIN	449	Batesville 138, \$721,909	2085	Batesville	capacitor	138	1-Jun-05
		Planned					
		86.4 MVAR capacitor					
CIN	619	IPL Petersburg 345 \$200,000	1292	IPL Petersburg		345	1-Jun-06
		Planned					
CIN	620	Trenton – Todhunter \$1,150,000	1294	Trenton	Todhunter	138	1-Jun-06
		Planned					
		138					
CIN	621	Veedersburg West – \$60,760	1296	Veedersburg West	Cayuga	1 230	1-Jun-06
		Planned					
		Cayuga 230 kV (wavetrap)					

Reporting	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
CIN	622 \$60,760	Walton – Kokomo Planned Webster St. 230 ckt 1	1297	Walton	Kokomo Webster St.	1	230		1-Jun-06
CIN	623 \$1,350,000	Warren – Hillsboro Planned 138 kV	1298	Warren	Hillsboro		138		1-Jun-06
CIN	624 \$4,545,972	Cloverdale – Plainfield Planned South 138 ckt 1	1300	Cloverdale	Plainfield South	1	138		1-Dec-06
CIN	626 \$1,000,134	Buffington – Hands Planned 138 ckt 1	1303	Buffington	Hands	1	138		1-Jun-07
CIN	627 \$1,980,041	Kenton – West End Planned 138 ckt 1	1304	Kenton	West End	1	138		1-Jun-07

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 List of Planned Projects to be Excluded from Cost Allocation
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CIN	628	Kokomo Delco – Planned	1305	Kokomo Highland Park	Kokomo Chrysler	1	138	1-Jun-07
	\$100,000							
		Kokomo Highland Park –						
		Kokomo Chrysler 138 ckt 1						
CIN	628	Kokomo Delco – Planned	1306	Kokomo Highland Park	Kokomo Delco	1	138	1-Jun-07
	\$100,000							
		Kokomo Highland Park –						
		Kokomo Chrysler 138 ckt 1						
CIN	630	West Lafayette – Planned	1307	West Lafayette	Cumberland	1	138	1-Jun-07
	\$154,757							
		Cumberland 130 ckt 1						
CIN	631	Columbus – Seymour Planned	1308	Columbus	Seymour	1	138	1-Jun-09
	\$100,000							
		138 ckt 1						

Reporting	Pro- Estimated	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS KV	LS KV	Expected ISD
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 List of Planned Projects to be Excluded from Cost Allocation
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CIN	632	Gallagher – HE	1309	Gallagher	HE Georgetown	1	138	1-Jun-09
	\$300,000	Planned						
		Georgetown 138 ckt 1						
CIN	764	Staunton 138 kV	3054	Staunton	capacitor		138	1-Jun-06
	\$500,000	Planned						
		MVAR capacitor						
CIN	765	Cloverdale 138 kV	3058	Cloverdale	capacitor		138	1-Dec-06
	\$524,860	Planned						
		43.2 MVAR capacitor						
CIN	766	Clarksville 138 kV	3060	Clarksville	capacitor		138	1-Jun-07
	\$500,000	Planned						
		57.6 MVAR capacitor						
CIN	767	Greenfield Hastings	3062	Greenfield Hastings Park	capacitor		138	1-Jun-07
	\$500,000	Planned						
		Park 138 kV 57.6						
		MVAR capacitor						
FE	203	Beaver – Greenfield	375	Beaver	Greenfield	1	138	1-Jun-04
	\$4,500,000	Planned						
		138 ckt 1, Sum rate						

FE	428	Fowels 138, 221 MVAR	2054	Fowels	capacitor bank		138		1-Jun-04
	\$4,301,069	Planned							
		capacitor bank (4 units)			(4 units)				
FE	614	Star 345/138 kV	1282	Star 345 kV tx prep	Star 138 kV tx prep		345	138	1-Dec-05
	\$4,486,000	Planned							
		transformer prep							
FE	615	Galion 345/138 kV	1283	Galion 345 kV tx prep	Galion 138 kV tx prep		345	138	1-Dec-06
	\$1,000,000	Planned							
		transformer prep							
FE	616	Crissinger – Tangy	1284	Crissinger	Tangy	1	138		1-Jun-06
	\$4,750,000	Planned							
		138 kV line							
								Line	
								or	
Reporting	Pro-	Project	Fac-				HS	LS	Expected
	Estimated	MTEP 05							
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							
FE	759	Eastlake 138 kV 2 x	3036	Eastlake	two 52.8 MVAR capacitors		138		1-Jun-05
	\$1,039,000	Planned							
		52.8 MVAR capacitors							
FE	760	Allen Junction 138 kV	3037	Allen Junction	two 52.8 MVAR capacitors		138		1-Jun-05
	\$958,000	Planned							

2 x 52.8 MVAR capacitors								
FE	761	Wauseon 138 kV 53 MVAR 3038		Wauseon	one 52.8 MVAR capacitor	138	1-Jun-05	
	\$484,000	Planned						
one 52.8 MVAR capacitor								
FE	762	Chamberlin 138 kV 53 3039		Chamberlin	one 52.8 MVAR capacitor	138	1-Jun-05	
	\$1,229,000	Planned						
MVAR one 52.8 MVAR capacitor								
FE	763	Carlisle 138 kV 2 x 3040		Carlisle	two 52.8 MVAR capacitors	138	1-Jun-05	
	\$1,965,000	Planned						
52.8 MVAR capacitors								
GRE	596	Vermillion River – 1076		Vermillion River	Empire	1	115	1-May-07
	\$2,750,000	Planned						
Empire 115 kV line								
GRE	597	Parkers Lake – 1081		Parkers Lake	Plymouth	1	115	1-May-06
	\$3,660,000	Planned						
Plymouth – Elm Creek								
115 kV line								
GRE	597	Parkers Lake – 1082		Plymouth	Elm Creek	1	115	1-May-06
	\$9,000,000	Planned						

Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
		Plymouth – Elm Creek							
		115 kV line							
GRE	599 \$3,600,000	Crooked Lake – Planned	753	Crooked Lake	Enterprise Park	1	115		1-Jun-09
		Enterprise Park 115 kV line							
		Baxter – Southdale							
GRE	600 \$3,500,000	Baxter – Southdale Planned	1078	Baxter	Southdale	1	115		31-Dec-06
		115 kV line							
		Mud Lake – Wilson Lake							
GRE	601 \$6,000,000	Mud Lake – Wilson Lake Planned	641	Mud Lake	Wilson Lake	1	115		1-Jun-08
		115 kV line							
		Hubbard 115 kV							
GRE	753 \$594,661	Hubbard 115 kV Planned	3022	Hubbard	capacitor		115		1-Jun-05
		27 MVAR capacitor							

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IPL	40	Indian Creek – Julietta	177	Indian Creek	Julietta	1	138	1-Dec-06
	\$951,838	Planned						
		– Cumberland 138 ckt 1,						
		Sum rate 286						
IPL	40	Indian Creek – Julietta	178	Julietta	Cumberland	1	138	1-Dec-06
	\$866,173	Planned						
		– Cumberland 138 ckt 1,						
		Sum rate 286						
ITC	213	Arizona – Dayton –	508	Arizona	Dayton	1	120	31-Dec-05
	\$1,100,000	Planned						
		Collins 120 kV line		120	120			
ITC	213	Arizona – Dayton –	509	Collins	Dayton	1	120	31-Dec-05
	\$1,400,000	Planned						
		Collins 120 kV line		120	120			

Reporting Source	Pro- Estimated ID Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or		Expected ISD
							HS kV	LS kV	
ITC	215 \$5,000,000	Thumb Loop rebuild: Planned	528	Hunters Creek	Lapeer	1	120		1-Jan-06
		rebuild Bergen – Tuscola		120	120				
		120 kV to double circuit							
		creating Hunters Creek –							
		Lapeer – Bergen TP –							
		Tuscola 120 & Hunters							
		Creek – Fawn – Rush TP –							
		Tuscola 120 kV							
ITC	215 \$4,400,000	Thumb Loop rebuild: Planned	529	Lapeer	Bergen TP	1	120		1-Jan-06
		rebuild Bergen – Tuscola		120	120				
		120 kV to double circuit							
		creating Hunters Creek –							
		Lapeer – Bergen TP –							
		Tuscola 120 & Hunters							

Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS KV	LS KV	Expected ISD
ITC	215 \$3,500,000	Thumb Loop rebuild: Planned	530	Bergen TP	Tuscola	1	120		1-Jan-06
		rebuild Bergen – Tuscola		120	120				
		120 kV to double circuit							
		creating Hunters Creek –							
		Lapeer – Bergen TP –							
		Tuscola 120 & Hunters							
		Creek – Fawn – Rush TP –							
		Tuscola 120 kV							
ITC	215 \$4,800,000	Thumb Loop rebuild: Planned	531	Hunters Creek	Fawn	1	120		1-Jan-06
		rebuild Bergen – Tuscola		120	120				
		120 kV to double circuit							

		creating Hunters Creek –						
		Lapeer – Bergen TP –						
		Tuscola 120 & Hunters						
		Creek – Fawn – Rush TP –						
		Tuscola 120 kV						
ITC	215	Thumb Loop rebuild:	532	Fawn	Rush TP	1	120	1-Jan-06
	\$3,300,000	Planned						
		rebuild Bergen – Tuscola		120	120			
		120 kV to double circuit						
		creating Hunters Creek –						
		Lapeer – Bergen TP –						
		Tuscola 120 & Hunters						
		Creek – Fawn – Rush TP –						
		Tuscola 120 kV						
ITC	215	Thumb Loop rebuild:	533	Rush TP	Tuscola	1	120	1-Jan-06
	\$6,400,000	Planned						
		rebuild Bergen – Tuscola		120	120			
		120 kV to double circuit						
		creating Hunters Creek –						
		Lapeer – Bergen TP –						

Tuscola 120 & Hunters

Creek – Fawn – Rush TP –

Tuscola 120 kV

Reporting Source	Pro- Estimated ID Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or		Expected
							HS KV	LS KV	
ITC	322 \$1,100,000	Milan 345/120 substation, Planned	521	Dorset	Spruce	1	120		30-Dec-05
		Milan – Lulu 345, Milan –		120	120				
		Dorset, Kentucky, Majestic,							
		Pioneer 120 kV lines							
ITC	322 \$750,000	Milan 345/120 substation, Planned	522	Dorset	Noble	1	120		30-Dec-05
		Milan – Lulu 345, Milan –		120	120				
		Dorset, Kentucky, Majestic,							
		Pioneer 120 kV lines							
ITC	322 \$2,300,000	Milan 345/120 substation, Planned	523	Dorset	Milan	1	120		30-Dec-05

		Milan – Lulu 345, Milan –	120		120			
		Dorset, Kentucky, Majestic,						
		Pioneer 120 kV lines						
ITC	322	Milan 345/120 substation, 524	Kentucky	Milan	1	120		30-Dec-05
	\$450,000	Planned						
		Milan – Lulu 345, Milan –	120		120			
		Dorset, Kentucky, Majestic,						
		Pioneer 120 kV lines						
ITC	322	Milan 345/120 substation, 527	Milan	Pioneer	1	120		30-Dec-05
	\$1,100,000	Planned						
		Milan – Lulu 345, Milan –	120		120			
		Dorset, Kentucky, Majestic,						
		Pioneer 120 kV lines						

Reporting	Pro-	Project	Fac-			Line			
	Estimated	MTEP 05				or	HS	LS	Expected
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							

ITC	396	Wixom Station expansion: 506 Planned	506	Placid	Wixom	1	345	31-Dec-05
	\$2,200,000							
		split existing Placid – Wayne		345	345			
		345 kV circuit into Placid –						
		Wixom & Wixom – Wayne						
		345 kV lines						
ITC	396	Wixom Station expansion: 507 Planned	507	Wixom	Wayne	1	345	31-Dec-05
	\$3,300,000							
		split existing Placid – Wayne		345	345			
		345 kV circuit into Placid –						
		Wixom & Wixom – Wayne						
		345 kV lines						
ITC	503	Quaker Project Planned	757	Wixom	Quaker	1	230	30-Dec-07
	\$2,300,000							
		(conceptual): converting		230	230			
		Wixom – Quaker 120 kV						
		line to 230 kV, Wixom						
		345/230 tx, Quaker 230/120						
		tx, Quaker – Southfield						

Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
ITC	503 \$5,000,000	Quaker Project Planned	758	Wixom	transformer	1	345	230	30-Dec-07
		(conceptual): converting			345/230				
		Wixom – Quaker 120 kV							
		line to 230 kV, Wixom							
		345/230 tx, Quaker 230/120							
		tx, Quaker – Southfield							
		120 kV line							
ITC	503 \$1,500,000	Quaker Project Planned	759	Quaker	transformer	1	230	120	30-Dec-07
		(conceptual): converting			230-120 kV				
		Wixom – Quaker 120 kV							
		line to 230 kV, Wixom							
		345/230 tx, Quaker 230/120							
		tx, Quaker – Southfield							

		120 kV line						
ITC	503	Quaker Project	760	Hancock	Southfield	1	120	30-May-07
	\$1,200,000	Planned						
		(conceptual): converting		120	120			
		Wixom – Quaker 120 kV						
		line to 230 kV, Wixom						
		345/230 tx, Quaker 230/120						
		tx, Quaker – Southfield						
		120 kV line						
ITC	509	Lenox Station: Lenox –	761	Lenox	Jewel	1	345	30-May-07
	\$1,750,000	Planned						
		Jewel 345 kV line, Lenox		345	345			
		345/120 kV station, a 120						
		kV bus that ties together						
		several 120 kV lines in the						
		area (Jewel, Belle River, St.						
		Clair, Victor, Augusta Tap,						
		Grayling); was New Haven,						
		name changed to Lenox						

Reporting Source	Pro- Estimated ID	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or		Expected
							HS KV	LS KV	
ITC	509	Lenox Station: Lenox – Planned	762	Lenox	Belle River	1	345		30-May-07
	\$1,750,000								
		Jewel 345 kV line, Lenox		345	345				
		345/120 kV station, a 120							
		kV bus that ties together							
		several 120 kV lines in the							
		area (Jewel, Belle River, St.							
		Clair, Victor, Augusta Tap,							
		Grayling); was New Haven,							
		name changed to Lenox							
ITC	509	Lenox Station: Lenox – Planned	763	Lenox	transformer	1	345	120	30-May-07
	\$5,000,000								
		Jewel 345 kV line, Lenox		345-120 kV					
		345/120 kV station, a 120							
		kV bus that ties together							

several 120 kV lines in the
 area (Jewel, Belle River, St.
 Clair, Victor, Augusta Tap,
 Grayling); was New Haven,
 name changed to Lenox

Reporting	Pro- Estimated Source	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS KV	LS KV	Expected ISD
ITC	509 \$1,300,000	Lenox Station: Lenox – Planned	764	Lenox	St. Clair	1	120		30-May-07
		Jewel 345 kV line, Lenox		120	120				
		345/120 kV station, a 120							

kV bus that ties together
 several 120 kV lines in the
 area (Jewel, Belle River, St.
 Clair, Victor, Augusta Tap,
 Grayling); was New Haven,
 name changed to Lenox

ITC	509	Lenox Station: Lenox –	765	Lenox	Victor	1	120	30-May-07
	\$1,300,000	Planned						

Jewel 345 kV line, Lenox
 120
 120
 345/120 kV station, a 120
 kV bus that ties together
 several 120 kV lines in the
 area (Jewel, Belle River, St.
 Clair, Victor, Augusta Tap,
 Grayling); was New Haven,
 name changed to Lenox

Reporting	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
ITC	509 \$1,300,000	Lenox Station: Lenox – Planned	766	Lenox	Augusta Tap	1	120		30-May-07
		Jewel 345 kV line, Lenox 345/120 kV station, a 120 kV bus that ties together several 120 kV lines in the area (Jewel, Belle River, St. Clair, Victor, Augusta Tap, Grayling); was New Haven, name changed to Lenox		120	120				
ITC	509 \$1,300,000	Lenox Station: Lenox – Planned	767	Lenox	Grayling 2	1	120		30-May-07
		Jewel 345 kV line, Lenox		120	120				

345/120 kV station, a 120
 kV bus that ties together
 several 120 kV lines in the
 area (Jewel, Belle River, St.
 Clair, Victor, Augusta Tap,
 Grayling); was New Haven,
 name changed to Lenox

Reporting	Pro- Estimated ID Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
ITC	509 \$1,300,000	Lenox Station: Lenox – Planned	768	Lenox	Grayling 1	1	120		30-May-07

		Jewel 345 kV line, Lenox	120		120			
		345/120 kV station, a 120						
		kV bus that ties together						
		several 120 kV lines in the						
		area (Jewel, Belle River, St.						
		Clair, Victor, Augusta Tap,						
		Grayling); was New Haven,						
		name changed to Lenox						
ITC	518	Bismark – Golf 120 kV	769	Golf	Bismark	1	120	31-Dec-05
	\$2,500,000	Planned						
		line: create a 120 kV bus	120		120			
		group at Golf & building a new						
		120 kV line from Bismark – Golf						
ITC	518	Bismark – Golf 120 kV	770	Golf	Boyne	1	120	30-May-07
	\$1,200,000	Planned						
		line: create a 120 kV bus	120		120			
		group at Golf & building a new						
		120 kV line from Bismark – Golf						

ITC	518	Bismark – Golf 120 kV	771	Golf	Houston 2	1	120		30-May-07
	\$1,200,000	Planned							
		line: create a 120 kV bus		120	120				
		group at Golf & building a new							
		120 kV line from Bismark – Golf							

Reporting	Pro- Estimated	Project MTEP 05 Description	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
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ITC	518	Bismark – Golf 120 kV	772	Golf	Macomb	1	120		31-Dec-05
	\$1,000,000	Planned							
		line: create a 120 kV bus		120	120 #1				
		group at Golf & building a new							
		120 kV line from Bismark – Golf							

ITC	518	Bismark – Golf 120 kV	773	Golf	Macomb	2	120		30-May-07
	\$1,600,000	Planned							
		line: create a 120 kV bus		120	120 #2				
		group at Golf & building a new							

ITC	Project ID	Project Name	Year	Location	Equipment	Quantity	Voltage	Start Date
		120 kV line from Bismark – Golf						
ITC	518	Bismark – Golf 120 kV	1375	Bismark	Malta	1	120	31-Dec-05
	\$700,000	Planned						
		line: create a 120 kV bus		120 kV	120 kV			
		group at Golf & building a new						
		120 kV line from Bismark – Golf						
ITC	523	ITC-METC interface	700	Atlanta	transformer	1	138	30-May-05
	\$1,200,000	Planned						
		upgrade (rebuilding of		138-120				
		Genoa – Latson 138 kV,						
		Hunters Creek –						
		Hemphill 138 kV, Atlanta						
		138-120 kV transformer,						
		Genoa 138-120 kV						
		transformer); this project						
		involves replacing existing						
		transformers with higher						
		rated units						

Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
ITC	523 \$1,200,000	ITC-METC interface Planned	701	Genoa	transformer	1	138	120	30-May-05
		upgrade (rebuilding of Genoa – Latson 138 kV, Hunters Creek – Hemphill 138 kV, Atlanta 138-120 kV transformer, Genoa 138-120 kV transformer); this project involves replacing existing transformers with higher rated units		138-120 kV					
ITC	523 \$900,000	ITC-METC interface Planned	703	Hunters Creek	Hemphill	1	120		30-May-05
		upgrade (rebuilding of Genoa – Latson 138 kV,		120	120				

Hunters Creek –

 Hemphill 138 kV, Atlanta

 138-120 kV transformer,

 Genoa 138-120 kV

 transformer); this project

 involves replacing existing

 transformers with higher

 rated units

Reporting Source	Pro- Estimated ID	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or		Expected
							HS kV	LS kV	
ITC	523 \$350,000	ITC-METC interface Planned	776	Atlanta	Tuscola	1	120		30-May-05
		upgrade (rebuilding of		120	120				
		Genoa – Latson 138 kV,							
		Hunters Creek –							

Hemphill 138 kV, Atlanta

138-120 kV transformer,

Genoa 138-120 kV

transformer); this project

involves replacing existing

transformers with higher

rated units

ITC	529	Macomb 120 kV	2087	Macomb	capacitor bank		120	31-May-05
	\$535,000	Planned						

capacitor

ITC	565	Pontiac – Hampton	702	Oakly	Tuscola	1	120	30-May-05
	\$350,000	Planned						

120 kV line upgrade

120

120

ITC	565	Pontiac – Hampton	704	Pontiac	Hampton	1	345	30-May-05
	\$250,000	Planned						

345 kV line upgrade

345

345

ITC	578	DVARs at Bad Axe	2100	Bad Axe	DVAR		120	31-May-05
	\$3,500,000	Planned						

& Lee

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Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
ITC	578 \$3,500,000	DVARs at Bad Axe Planned & Lee	2101	Lee	DVAR		120		31-May-05
ITC	581 \$14,300,000	Caniff – Stephens Planned 345 kV cable replacement	775	Stephens	Caniff	1	345		30-May-05
				345	345				
ITC	683 \$250,000	Northeast 120 kV – Planned Lincoln 120 kV	1373	Northeast	Lincoln	1	120		30-May-05
ITC	684 \$5,000,000	Milan 345/120 kV Planned	1374	Milan	transformer	1	345	120	30-Dec-05
				345/120 kV					
ITC	685 \$500,000	Pontiac 120 kV – Planned Stratford 120 kV	1376	Pontiac	Stratford	1	120		31-Dec-05
LES	242 \$3,100,000	19th & Alvo – NW 12th Planned	191	19th & Alvo	NW 12th & Arbor	1	115		1-May-05

		& Arbor 115 ckt 1,						
		Sum rate 373						
LES	246	NW 68th & Holdrege – \$4,608,246 Planned	193	NW 68th & Holdrege	NW 12th & Arbor	1	115	1-May-07
		NW 12th & Arbor 115 ckt 1, Sum rate 373						
LES	247	Wagener – NW 68th \$22,033,174 Planned	541	Wagener	NW 68th & Holdrege	1	345	1-May-08
		& Holdrege 345 ckt 1, Sum rate 1088						
LES	590	56th & Pine Lake – \$1,674,138 Planned	684	27th & Pine Lake	40th & Rokeby	1	115	1-May-06
		40th & Rokeby – 27th & Pine Lake 115 kV line						
LES	590	56th & Pine Lake – \$1,674,138 Planned	685	56th & Pine Lake	40th & Rokeby	1	115	1-May-06
		40th & Rokeby – 27th & Pine Lake 115 kV line						

Line

Reporting Source	Pro- Estimated ID Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	or		Expected		
							HS KV	LS KV			
LGEE	305 \$125,000	Middletown 345/138 Planned transformers 1, 2 & 3 to 448 MVA	490	Middletown	transformer	1	345	138	31-May-04		
LGEE	305 \$125,000	Middletown 345/138 Planned transformers 1, 2 & 3 to 448 MVA	491	Middletown	transformer	2	345	138	31-May-04		
LGEE	305 \$125,000	Middletown 345/138 Planned transformers 1, 2 & 3 to 448 MVA	492	Middletown	transformer	3	345	138	31-May-04		
LGEE	310 \$52,000	Northside – Beargrass Planned – Jeffersonville Jct. (CIN) 138 kV lines	489	Beargrass	Jeffersonville Jct. (CIN)	1	138		31-May-04		

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LGEE	310	Northside – Beargrass	494	Northside	Beargrass	1	138	31-May-04	
	\$52,000	Planned							
		– Jeffersonville Jct.							
		(CIN) 138 kV lines							
LGEE	310	Northside – Beargrass	495	Northside	Jeffersonville Jct.	1	138	31-May-04	
	\$52,000	Planned							
		– Jeffersonville Jct.			(CIN)				
		(CIN) 138 kV lines							
LGEE	313	Middletown – Buckner	493	Middletown	Buckner	1	345	31-May-04	
	\$5,000	Planned							
		345 ckt 1, Sum rate 1066							
METC	120	Farr Road – Tippy –	534	Farr Road J.	Tippy	1	138	1-May-05	
	\$3,150,000	Planned							
		Hodenpyl 138 line							
Reporting	Pro-	Project	Fac-				Line		
	Estimated	MTEP 05					or		
							HS	LS	
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	Expected
	Cost	Status							ISD
METC	120	Farr Road – Tippy –	535	Tippy	Hodenpyl	1	138	1-May-06	
	\$2,200,000	Planned							
		Hodenpyl 138 line							

METC	227	METC – Gaylord Planned	631	METC	Gaylord	1	138	1-Oct-04
	\$215,000							
		138 ckt 1, Sum rate						
METC	229	METC – Barnum Planned	345	METC	Barnum Creek	1	138	1-Dec-04
	\$252,000							
		Creek 138 ckt 1,						
		Sum rate 190						
METC	230	METC – Cheesman Planned	632	METC	Cheesman	1	138	1-Dec-04
	\$80,000							
		138 ckt 1, Sum Rate						
METC	231	Cobb – Brickyard Planned	346	Cobb	Brickyard J.	1	138	1-May-05
	\$905,000							
		138 ckt 1, Sum rate						
METC	232	Pere Marquette – Planned	518	Pere Marquette	Stronach	1	138	1-May-05
	\$4,200,000							
		Stronach 138 ckt 1,						
		Sum rate						
METC	234	METC – Ransom Planned	342	METC	Ransom	1	138	1-Jun-05
	\$1,100,000							

138 ckt 1, Sum rate 386

METC	236	METC – Bayberry	519	METC	Bayberry	1	138	31-Dec-05
	\$107,000	Planned						

138 ckt 1, Sum rate

METC	237	METC – Titus	634	METC	Titus	1	138	1-Jun-05
	\$160,000	Planned						

138 ckt 1, Sum rate

Reporting	Pro-	Project	Fac-				Line		
Source	Estimated	MTEP 05	ID	From Sub	To Sub	Ckt	HS	LS	Expected
	ID	Description					kV	kV	ISD
	Cost	Status							

METC	238	METC – Vernon	635	METC	Vernon/Bard	1	138	1-Jun-05
	\$184,000	Planned						

138 ckt 1, Sum rate

METC	239	METC – Withey Lake	636	METC	Withey Lake	1	138	1-Jun-05
	\$184,000	Planned						

138 ckt 1, Sum rate

METC	240	Garfield – Hemphill	336	Garfield	Hemphill	1	138	1-Jun-08
	\$1,900,000	Planned						

138 ckt 1, Sum rate 521							
METC	476	Alma 138 kV 7.2 MVAR	3076	Alma	capacitor addition	138	1-Jun-05
	\$50,000	Planned					
		capacitor addition					
METC	477	Batavia 138 kV 7.2 MVAR	3077	Batavia	capacitor addition	138	1-Jun-05
	\$50,000	Planned					
		capacitor addition					
METC	482	Tittabawassee 5 ohm	1315	Tittabawassee		1 & 2	138
	\$1,200,000	Planned					1-May-05
		reactors (add)	reactors				
METC	484	Black River 138 kV	2046	Black River	capacitor addition	138	1-Jun-05
	\$800,000	Planned					
		26 MVAR capacitor					
		addition					
METC	485	Gallagher 138 kV	3078	Gallagher	capacitor	138	1-Jun-05
	\$900,000	Planned					
		36 MVAR capacitor					
METC	490	Croton – Felch Road	1318	Croton	Felch Road	1	138
	\$180,000	Planned					1-Jun-05

Reporting Source	Pro- Estimated ID Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
		138 kV (increase capacity)			(switches)				
METC	634 \$110,000	Gaylord 138 – Gaylord Planned	1313	Gaylord	Gaylord	1	138		31-Dec-04
		138 bus switches		138	138 bus switches				
		138 ckt 1							
METC	635 \$20,000	METC – West Fenton Planned	1314	METC	West Fenton	1	138		1-May-05
		138 ckt 1							
METC	637 \$220,000	Hemphill – Hunters Planned	1319	Hemphill	Hunters Creek (ITC)	1	120		1-Jun-05
		Creek 138 ckt 1							
METC	638 \$50,000	Hemphill 138 – Planned	1320	Hemphill	Hemphill	1	138		1-Jun-05

		Hemphill bus switches	130		bus switches			
		138 ckt 1						
METC	639	METC – Packard	1321	METC	Packard	1	138	1-Jun-05
	\$100,000	Planned						
		138 ckt 1						
METC	640	METC – David	1323	METC	David	1	138	1-Nov-05
	\$170,000	Planned						
		138 ckt 1						
METC	644	METC – Rogue River	1327	METC	Rogue River	1	138	1-Jun-06
	\$160,000	Planned						
		138 ckt 1						
METC	740	METC 345 kV line	1434	Gallagher	Tittabawassee	1	345	31-Dec-05
	\$1,000,000	Planned						
		relaying &						
		communications						
		upgrade project						

Reporting	Pro- Estimated	Project MTEP 05	Fac-	Line or HS	LS	Expected
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Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							
METC	740	METC 345 kV line	1435	Keystone	Livingston	1	345		31-Dec-05
	\$1,000,000	Planned							
		relaying &							
		communications							
		upgrade project							
METC	740	METC 345 kV line	1436	Livingston	Gallagher	1	345		31-Dec-05
	\$794,000	Planned							
		relaying &							
		communications							
		upgrade project							
METC	769	Tittabawassee 345 kV	3074	Tittabawassee	breaker replacements		345		31-Dec-04
	\$500,000	Planned							
		breaker replacements							
		3000 amp							
METC	770	Hampton 345 kV	3075	Hampton	breaker replacement		345		1-Apr-05
	\$500,000	Planned							
		breaker replacement							
		3000 amp							

METC	771	Hemphill, Thetford &	3079	Hemphill,	breaker replacements	138	1-Jun-05
	\$1,400,000	Planned					
		Tallmadge 138 kV		Thetford &			
		breaker replacements		Tallmadge			
		40 kA					

METC	772	Tallmadge 345 kV	3080	Tallmadge	transformer bushing	345	1-Jun-05
	\$258,000	Planned					
		transformer bushing			replacements		
		replacements TBD					

Reporting	Pro-	Project	Fac-				Line		
Source	ID	Description	ID	From Sub	To Sub	Ckt	HS	LS	Expected
	Estimated	MTEP 05					kV	kV	ISD
	Cost	Status							

METC	773	Tittabawassee & Kenoa	3081	Tittabawassee	breaker replacements	345			31-Dec-05
	\$1,600,000	Planned							
		345 kV breaker		& Kenoa					
		replacements 3000 amp							

NIPS	118	Hiple 345 kV	382	Hiple	East Elkhart	1	345	1-Apr-04
	\$4,000,000	Planned						
		interconnection (NIPS-AEP)						
		to East Elkhart –						
		Collingwood 345						
NIPS	118	Hiple 345 kV	383	Hiple	Collingwood	1	345	1-Apr-04
	\$4,000,000	Planned						
		interconnection (NIPS-AEP)						
		to East Elkhart –						
		Collingwood 345						
NIPS	437	Hiple 138, 60 MVAR	2070	Hiple	capacitor bank		138	1-Nov-04
	\$1,400,000	Planned						
		capacitor bank (2 steps			(2 steps of 30 MVAR)			
		of 30 MVAR)						
NIPS	438	Leesburg 138, 84 MVAR	2071	Leesburg	capacitor bank		138	1-Nov-04
	\$1,600,000	Planned						
		capacitor bank (2 steps			(2 steps of 42 MVAR)			
		of 42 MVAR)						
NIPS	467	Northeast – Kline 138	1278	Northeast	Kline	1	138	1-Jun-05
	\$211,000	Planned						

Reporting Source	Pro- Estimated Cost ID	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS KV	LS KV	Expected ISD
NIPS	613 \$167,000	Dune Acres – Michigan Planned	1280	Dune Acres	Michigan City	1	138		1-Feb-05
		City 138 kV double circuit; upgrade terminal equipment & 1 mile reconductor							
NIPS	613 \$167,000	Dune Acres – Michigan Planned	1281	Dune Acres	Michigan City	2	138		1-Feb-05
		City 138 kV double circuit; upgrade terminal equipment & 1 mile reconductor							
NIPS	757 \$1,034,000	Dune Acres 138 kV Planned	3034	Dune Acres	capacitor bank		138		1-Jun-06
		100 MVAR capacitor bank (1 step)			(1 step)				

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NIPS	758	Miller 138 kV 100 MVAR	3035	Miller	capacitor bank		138		1-Jun-06
	\$990,500	Planned							
		capacitor bank (1 step)			(1 step)				
OTP/MPC	263	Wilton 230 – 230/115	238	Wilton	transformer	2	230	115	1-Jun-05
	\$4,073,336	Planned							
		ckt 2, Sum rate 187		230-115 kV					
OTP/MPC	46	Maple River 230/115 tx	233	Maple River	transformer	2	230	115	1-Jun-05
	\$4,684,476	Planned							
/XEL		#2 187 MVA, Maple River		230-115 kV					
		345/230 tx #3 336 MVA,							
		Winter 230-115 tx 187 MVA							
SIPC	81	Marion – Carrier Mills	60	Marion	Carrier Mills	1	161		1-Jun-06
	\$7,083,000	Planned							
		161 ckt 1, Sum rate 286							
Vectren	180	A B Brown – Henderson	380	A B Brown	Northwest	2	138		1-Jun-06
	\$2,650,000	Planned							
		(add 9 ohm reactor) 138		(SIGE)	(SIGE)				
		& A B Brown (SIGE) –							
		Northwest (SIGE) 138 ckt 2							

Line

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Reporting Source	Pro- Estimated ID	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	or		Expected
							HS KV	LS KV	
Vectren	677 \$2,150,000	Duff (SIGE) – Dubois Planned	1366	Duff	Dubois	2	138		1-Jun-06
		(SIGE) 138 ckt 2		(SIGE)	(SIGE)				
Vectren	781 \$500,000	Heidelbach 138 kV Planned	3089	Heidelbach	capacitor bank		138		31-May-05
		31 MVAR capacitor bank							
Vectren	782 \$550,000	Angel Mounds 138 kV Planned	3090	Angel Mounds	capacitor bank		138		31-May-05
		31 MVAR capacitor bank							
XEL	56 \$10,100,000	Chisago – Lawrence Planned	301	Chisago	Lindstrom	1	115		31-Dec-07
		Creek 115, Lawrence							
		Creek – St. Croix Falls –							
		Apple River 161							
XEL	56 \$9,080,000	Chisago – Lawrence Planned	303	Lawrence Creek	St. Croix Falls	1	161		31-Dec-07
		Creek 115, Lawrence							

				Creek – St. Croix Falls –					
				Apple River 161					
XEL	56	Chisago – Lawrence	304	Lawrence Creek	transformer	1	161	115	31-Dec-07
	\$6,000,000	Planned							
				Creek 115, Lawrence					
				161-115 kV					
				Creek – St. Croix Falls –					
				Apple River 161					
XEL	56	Chisago – Lawrence	306	Lindstrom	Shafer	1	115		31-Dec-07
	\$5,800,000	Planned							
				Creek 115, Lawrence					
				Creek – St. Croix Falls –					
				Apple River 161					
							Line		
							or		
Reporting	Pro-	Project	Fac-				HS	LS	Expected
	Estimated	MTEP 05							
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							
XEL	56	Chisago – Lawrence	310	Shafer	Lawrence Creek	1	115		31-Dec-07
	\$3,500,000	Planned							
				Creek 115, Lawrence					

		Creek – St. Croix Falls –						
		Apple River 161						
XEL	56	Chisago – Lawrence	312	St. Croix Falls	Apple River	1	161	31-Dec-07
		\$23,790,000 Planned						
		Creek 115, Lawrence						
		Creek – St. Croix Falls –						
		Apple River 161						
XEL	257	Aldrich – St. Louis Park	249	Aldrich	St. Louis Park	1	115	1-Jun-06
		\$975,391 Planned						
		115 ckt 1, Sum rate 310						
XEL	262	Red Rock – Rogers Lake	250	Red Rock	Rogers Lake	2	115	15-Dec-04
		\$1,137,956 Planned						
		115 ckt 2, Sum rate 310						
XEL	265	Glencoe – McLeod 115	561	Glencoe	McLeod	1	115	1-May-05
		\$4,282,860 Planned						
		ckt 1, Sum rate 300						
XEL	267	Lawrence – Minnehaha	563	Lawrence	Minnehaha	1	115	1-Jun-06
		\$829,667 Planned						
		115 ckt 1, Sum rate 310						

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XEL	268	Minnehaha – Lincoln	564	Minnehaha	Lincoln County	1	115	1-Jun-06
	\$925,398	Planned						
		County 115 ckt 1,						
		Sum rate 310						

XEL	269	Prairie Island – Red	1137	Prairie Island	Red Rock	2	345	1-Jun-06
	\$9,110,072	Planned						
		Rock 345 ckt 2,						
		Sum rate 1198						

							Line		
							or		
							HS	LS	Expected
Reporting	Pro-	Project	Fac-						
	Estimated	MTEP 05							
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							

XEL	276	Inver Hills – Koch	576	Inver Hills	Koch	2	115	1-Jun-06
	\$2,211,655	Planned						
		115 ckt 2, Sum rate 310						

XEL	366	Sherco – Monticello	569	I-94 Industrial Park	Salida Crossing	1	115	1-Jun-06
	\$2,432,170	Planned						
		115 & Sherco – St.		Tap				
		Cloud 155 kV lines,						
		Sherco 345/115 tx						

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XEL	366	Sherco – Monticello	571	Salida Crossing	Sherco	1	115		1-Jun-06
	\$765,368	Planned							
		115 & Sherco – St.							
		Cloud 155 kV lines,							
		Sherco 345/115 tx							
XEL	366	Sherco – Monticello	572	Sherco	Monticello	1	115		1-Jun-06
	\$714,344	Planned							
		115 & Sherco – St.							
		Cloud 155 kV lines,							
		Sherco 345/115 tx							
XEL	366	Sherco – Monticello	573	Sherco	transformer	1	345	115	1-Jun-06
	\$3,001,443	Planned							
		115 & Sherco – St.		345-115 kV					
		Cloud 155 kV lines,							
		Sherco 345/115 tx							
XEL	366	Sherco – Monticello	574	St. Cloud	I-94 Industrial Park	1	115		1-Jun-06
	\$850,409	Planned							
		115 & Sherco – St.			Tap				
		Cloud 155 kV lines,							
		Sherco 345/115 tx							

Reporting Source	Pro- Estimated ID Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS LS		Expected ISD
							kV	kV	
XEL	417 \$1,500,000	Westgate 115, Planned	2038	Westgate	capacitor		115		1-Jun-08
		80 MVAR capacitor							
XEL	561 \$2,500,000	Granite City 115 kV Planned	2086	Granite City	capacitors		115		1-Jun-05
		2 x 40 MVAR Capacitors							
XEL	666 \$800,000	Maple River – Red Planned	1354	Maple River	Red River	1	115		1-Jun-05
		River 15 ckt 1							
XEL	671 \$800,000	Oakdale – Tanners Planned	1359	Oakdale	Tanners Lake	1	115		1-Jun-06
		Lake 115 ckt 1							
XEL	672 \$1,300,000	Wilmarth – Eastwood Planned	1360	Wilmarth	Eastwood	1	115		1-Jun-06

		115 ckt 1						
ATC LLC	11	Rhineland 115 kV	2007	cross country	capacitor bank	138		1-May-04
	\$1,044,808	Proposed						
		loop short-term						
		solution						
ATC LLC	22	Femrite – Sprecher	2011	Kegonsa	capacitor bank	138		1-May-04
	\$1,044,808	Proposed						
		138 (new), Sprecher –						
		Reiner 138 (conversion),						
		Reiner – Sycamore 138						
		(conversion)						
ATC LLC	407	Loch Mirror (Birchwood)	2012	Loch Mirror	capacitor bank	138		1-May-04
	\$1,034,183	Proposed						
		138, 24 MVAR capacitor		(Birchwood)				
		bank						

							Line		
							or		
Reporting	Pro-	Project	Fac-				HS	LS	Expected
	Estimated	MTEP 05							
Source	ID	Description	ID	From Sub	To Sub	Ckt	kV	kV	ISD
	Cost	Status							

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 ATTACHMENTS

ATTACHMENT FF-1
 List of Planned Projects to be Excluded from Cost Allocation
 30.0.0

ATC LLC	404	Clear Lake 115, 6 MVA \$1,900,000	2006	Clear Lake	facts (D-SMES)	115		1-Jul-04
		Proposed						
		facts (D-SMES)						
ATC LLC	431	Moorland 138, 54 MVAR \$750,000	2060	Moorland	capacitor bank	138		1-Jun-05
		Proposed						
		capacitor bank						
ATC LLC	678	North Appleton – \$2	1367	North Appleton	Werner West	345		1-Dec-05
		Proposed						
		Werner West (uprate)			(uprate)			
		345 kV						
ATC LLC	679	Werner West – \$2	1368	Werner West	Rocky Run	345		1-Dec-05
		Proposed						
		Rocky Run (uprate)			(uprate)			
		345 kV						
ATC LLC	168	Werner West tx – \$13,500,000	436	Werner West	transformer	345	138	1-May-06
		Proposed						
		345/138 ckt, Sum rate 500						
ATC LLC	1	Arrowhead – Gardner \$0	1453	Cornell	Fiebrantz	138		1-Jun-06
		Proposed						
		Park 345 kV line		(4.5 ohm reactor)				

ATC LLC	175	Ellinwood – Sunset	463	Ellinwood	Sunset Point	138			1-Jun-06
	\$2,500,000	Proposed							
		Point 138 ckt, Sum rate							
ATC LLC	430	Burlington 138,	2059	Burlington	capacitor bank	138			1-Jun-06
	\$1,000,000	Proposed							
		50 MVAR capacitor bank							
ATC LLC	433	Wautoma 138, 32.6	2062	Wautoma	capacitor bank	138			1-Jun-06
	\$500,000	Proposed							
		MVAR capacitor bank							
Reporting	Pro-	Project	Fac-			Line			
	Estimated	MTEP 05				or			
	ID	Description	ID	From Sub	To Sub	HS	LS	Expected	
Source	Cost	Status				Ckt	kV	kV	ISD
ATC LLC	446	Butler Ridge 138 kV,	2082	Butler Ridge	capacitor bank	138			1-Jun-06
	\$750,000	Proposed							
		36 MVAR capacitor bank		(new generation site					
				near Hartford)					
ATC LLC	432	Antigo (was Hogan St.)	2061	Antigo	capacitor bank	115			1-Jun-06
	\$1,820,000	Proposed							

		115, 13.6 MVAR		(was Hogan St.)					
		capacitor bank							
CILCO	142	R S Wallace –	391	R S Wallace	substation		1	138	
	1-Jun-06	\$5,082,700	Planned						
		substation (sub			(sub relocation)				
		relocation) 138 ckt 1,							
		Sum rate							
CIN	618	Beckjord 138	1290	Beckjord	(rebuild substation)		138		1-Jun-06
		\$1,738,266	Proposed						
CIN	625	Pierce/Beckjord	1301	Pierce/Beckjord	transformer	C	345	138	1-Dec-06
		\$1,600,000	Proposed						
		345/138 ckt C		345/138 kV					
ITC	528	Placid 120 kV	2088	Placid	capacitor bank		120		31-May-05
		\$425,000	Proposed						
		capacitor							
LGEE	314	Lake Reba Tap – JK	161	Lake Reba Tap	JK Smith		1	138	30-Nov-05
		\$5,000	Proposed						
		Smith (EKPC) 138 ckt 1,			(EKPC)				
		Sum rate 251							

Reporting Source	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
LGEE	315 \$3,320,000	Plainview Tap – Proposed Middletown – Bluegrass Parkway 138 kV line	620	Middletown	Bluegrass Parkway	1	138		31-Dec-05
METC	494 \$50,000	Battle Creek – Verona Proposed 138 kV 1 & 2 line, remove sag limit	1317	Battle Creek	Verona	2	138		1-Jun-05
METC	497 \$1,000	Tallmadge – Wealthy Proposed Street 138 kV line 2	1322	Tallmadge	Wealthy	2	138		1-Jun-05
METC	636 \$1,000	Amber 1 – Amber 2 Proposed 138 ckt 1	1316	Amber 1	Amber 2	1	138		1-Jun-05

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METC	641	Redwood – Oceana	1324	Redwood	Oceana	1	138	1-Dec-05
	\$2,000,000	Proposed						
		138 ckt 1						
METC	422	Various 138, 200 MVAR	2047	various	capacitors		138	1-Jun-06
	\$2,000,000	Proposed						
		capacitors						
METC	642	Argenta – Hazelwood	1325	Argenta	Hazelwood	1	138	1-Jun-06
	\$50,000	Proposed						
		(sag) 138 ckt 1			(sag)			
METC	643	Gaines – Thompson	1326	Gaines	Thompson Road	1	138	1-Jun-06
	\$500,000	Proposed						
		Road 138 ckt 1						
METC	774	Gaylord 138 kV 36 MVAR	3082	Gaylord	capacitors		138	1-Jun-06
	\$900,000	Proposed						
		capacitors						
METC	775	losco 138 kV 18 MVAR	3083	losco	capacitors		138	1-Jun-06
	\$800,000	Proposed						
		Capacitors						

Reporting	Pro- Estimated Cost	Project MTEP 05 Description Status	Fac- ID	From Sub	To Sub	Ckt	Line or HS kV	LS kV	Expected ISD
METC	741 \$3,000,000	METC 345 kV line Proposed relaying & communications upgrade project – phase 2	1437	Argenta	Battle Creek	1	345		31-Dec-06
METC	741 \$3,000,000	METC 345 kV line Proposed relaying & communications upgrade project – phase 2	1438	Battle Creek	Oneida	1	345		31-Dec-06
METC	741 \$2,415,000	METC 345 kV line Proposed relaying & communications	1439	Argenta	Tompkins	1	345		31-Dec-06

		upgrade project –							
		phase 2							
Vectren	436	Northeast 138, 60 MVAR	2069	Northeast	capacitor bank		138		31-May-05
	\$550,000	Proposed							
		Capacitor bank							
XEL	270	Champlin – Champlin	1138	Champlin	Champlin Tap	1	115		1-Jun-06
	\$382,923	Proposed							
		Tap 115 ckt 1,							
		Sum rate 310							
XEL	609	Long Lake –	800	Long Lake	Oakdale	1	115		1-Jun-06
	\$760,000	Proposed							
		Woodbury 115 kV line			(from Woodbury)				
Reporting	Pro-	Project	Fac-				Line	LS	Expected
	Estimated	MTEP 05					or		
Source	ID	Description	ID	From Sub	To Sub	Ckt	HS	KV	ISD
	Cost	Status							
XEL/WAPA	610	White – Buffalo Ridge	646	White	transformer	1	345	115	1-Jun-06
	\$12,179,190	Proposed							
		115 kV line & White		345-115 kV					

345/115 kV tx 2

XEL/WAPA	610	White – Buffalo Ridge	645	White	Buffalo Ridge	1	115	1-Jun-06
		\$10,178,228	Proposed					

115 kV line & White

345/115 kV tx 2

Entergy 2014 - 2018 Final Construction Plan									
	Project Driver	Project Name	LE	MTEP 14 Designation	Proposed ISD (Planning)	2013 Funding Comments	Project Status	Actual ISD	Other Comments
10-EAI-018-CP	Transmission Reliability - Meeting Planning Criteria	Ebony 161 kV Switching Station: Install 5 Breaker Ring Bus Lines Terminating Into New Ebony Substation (ratings unchanged): Ebony - Kuhn Road 161 kV Line Ebony - WM Lehi - WM Polk - WM EHV 161 kV Line Ebony - WM Dover - WM Gateway 161 kV Line Ebony - Marked Tree 161 kV Line Ebony - WM Lehi - WM EHV 161 kV Line	EAI	Complete	2012 Winter	Approved	Complete	11/16/12	Delayed to winter due to construction feasibility
11-EAI-006-CP	Transmission Reliability - Meeting Planning Criteria	Ebony 161 kV Switching Station: Add 36 MVAR Capacitor Bank	EAI	Complete	2012 Winter	Approved	Complete	11/30/12	Delayed to winter due to construction feasibility
11-EAI-010-CP	Transmission Reliability - Meeting Planning Criteria	Wilmar Substation: Add 21.6 MVAR Capacitor Bank (Formerly Hilo Substation)	EAI	Complete	2012 Winter	Approved	Complete	1/21/13	Delayed to winter due to construction feasibility
10-EAI-020-CP	Transmission Reliability - Meeting Planning Criteria	Benton North to Benton South: Construct New 115 kV Line Rated at least 170 MVA Install Switching Stations at Benton North and Benton South	EAI	Complete	2012 Winter	Approved	Complete	4/22/13	May be delayed to summer due to routing difficulties
11-EAI-012-CP	Transmission Reliability - Meeting Planning Criteria	Stuttgart Ricuskey 115 kV Substation: Expand Capacitor Bank to 39 MVAR	EAI	Complete	2013 Summer	Approved	Complete	6/3/13	
11-EAI-026-CP	Transmission Reliability - Meeting Planning Criteria	NLR Westgate - NLR Levy: Reconductor 115 kV Line	EAI	Pre-Planned	2013 Summer	Approved	Design/Scoping		Delayed to winter 2013 due to outage scheduling
13-EAI-004-CP	Transmission Reliability - Meeting Planning Criteria	Monticello East - Add 21.6 MVAR capacitor bank	EAI	Complete	2013 Summer	Approved	Complete	5/29/13	Replaces Monticello East SVC project 12-EAI-007-CP
13-EAI-008-CP	Transmission Reliability - Meeting Planning Criteria	Hot Springs EHV Substation: Replace two 115 kV autotransformer breakers	EAI	Complete	2013 Summer	Approved	Complete	6/20/13	New Project to address fault interrupting requirements
13-EAI-009-CP	Transmission Service	Hot Spring Transmission Service: White Bluff to Pine Bluff Arsenal C - Upgrade terminal equipment at White Bluff	EAI	Pre-Planned	2013 Winter	Approved	Design/Scoping		New Project
11-EAI-003-CP	Transmission Reliability - Meeting Planning Criteria	Fordyce: Relocate capacitor bank to 115 kV bus. Install switch on line side of capacitor bank.	EAI	Pre-Planned	2014 Summer	Proposed & In Target	Design/Scoping		Updated project description

11-EAI-004-1-CP	Economic	Sheridan South 500 kV FG Upgrade: Mabelvale 500 kV Substation replace 3 breakers, 13 switches, and 2 line traps	EAI	Pre-Planned	2014 Summer	Approved	Construction		
11-EAI-004-2-CP	Economic	Sheridan South 500 kV FG Upgrade: Sheridan 500 kV Substation replace 11 switches, and 6 line traps	EAI	Pre-Planned	2014 Summer	Approved	Construction		
11-EAI-004-3-CP	Economic	Sheridan South 500 kV FG Upgrade: White Bluff 500 kV Substation replace 5 switches, and 2 line traps	EAI	Pre-Planned	2014 Summer	Approved	Construction		
11-EAI-004-4-CP	Economic	Sheridan South 500 kV FG Upgrade: Eldorado 500 kV Substation replace 1 switch and 2 line traps	EAI	Pre-Planned	2014 Summer	Approved	Construction		
12-EAI-002-CP	Transmission Reliability - Meeting Planning Criteria	Woodward - Pine Bluff West - Pine Bluff McCamant: Reconductor 115 kV	EAI	Pre-Planned	2014 Summer	Approved	Design/Scoping		
12-EAI-005-CP	Transmission Reliability - Meeting Planning Criteria	Camden McGuire - Camden North 115kV Line: Construct New Line	EAI	Pre-Planned	2014 Summer	Approved	Construction		
12-EAI-008-01-CP	Transmission Reliability - Meeting Planning Criteria	LV Bagby to Macon Lake: Construct new 230 kV line and operate at 115 kV	EAI	Pre-Planned	2014 Summer	Approved	Design/Scoping		Project split into two phases. Formerly 12-EAI-008-CP
12-EAI-023-CP	Transmission Reliability - Meeting Planning Criteria	Woodward to Pine Bluff Watson Chapel: Rebuild line to 230 kV construction and operate at 115 kV.	EAI	Pre-Planned	2014 Summer	Approved	Design/Scoping		
14-EAI-002-CP	Transmission Service	Hot Springs Transmission Service: McCrory-Bailey: Upgrade line to 100C	EAI	Pre-Planned	2014 Summer	Approved	Design/Scoping		ISD moved up from Winter to Summer
12-EAI-001-CP	Transmission Reliability - Meeting Planning Criteria	Calico Rock-Melbourne - Upgrade 161kV Line	EAI	Pre-Planned	2014 Winter	Approved	Design/Scoping		
14-EAI-008-CP	Transmission Service	Haskell to Woodlawn 115 kV line - Upgrade line	EAI	Pre-Planned	2014 Winter	Approved	Design/Scoping		New Project
14-EAI-021-CP	Transmission Service	Trumann Substation - Add Capacitor Bank	EAI	Pre-Planned	2014 Winter	Approved	Design/Scoping		New Project
11-EAI-007-CP	Transmission Reliability - Meeting Planning Criteria	Hot Springs Hamilton (Albright) - Carpenter Dam: Construct new 115 kV Line and convert Mountain Pine South to ring bus stations.	EAI	Pre-Planned	2015 Summer	Approved	Design/Scoping		
13-EAI-003-CP	Transmission Reliability - Meeting Planning Criteria	Monticello East to Reed: Construct new 115 kV transmission line. Construct to 230 kV but operate at 115 kV.	EAI	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		Replaces Monticello East SVC project 12-EAI-007-CP
11-EAI-008-CP	Transmission Reliability - Meeting Planning Criteria	Pine Bluff Voltage Support Project: Phase 2 Woodward: Construct 230 kV ring bus and construct new White Bluff to Woodward 230 kV line	EAI	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		
11-EAI-017-CP	Transmission Reliability - Meeting Planning	White Bluff: Reconfigure 500 kV Station and construct 230 kV ring bus	EAI	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		

	Criteria								
12-EAI-035-CP	Transmission Reliability - Meeting Planning Criteria	Beebe: Install 21.6 MVAR capacitor bank	EAI	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		Changed location from Ward substation to Bebee
14-EAI-017-CP	Transmission Reliability - Meeting Planning Criteria	Driver 500-230 kV Substation: Construct new substation and loop in and out of San Souci to Shelby 500 kV line	EAI	Pre-Planned	2015 Summer	Approved	Design/Scoping		New Project
14-EAI-009-CP	Enhanced Transmission Reliability	Kings River (SWEPCO Tie) - Tap Osage Creek to Berryville 161 kV and Osage Creek to Grandview 161 kV lines	EAI	Pre-Planned	2016 Summer	Proposed & In Target	Design/Scoping		New Project. New tie project needed to facilitate SPP Kings River project.
11-EAI-025-CP	Transmission Reliability - Meeting Planning Criteria	Norfolk-Calico Rock : Upgrade 161 kV Line	EAI	Pre-Planned	2016 Summer	Proposed & In Target	Design/Scoping		
11-EAI-027-CP	Transmission Reliability - Meeting Planning Criteria	AECC L&D 2 to Gillett: Construct new 115 kV Line	EAI	Pre-Planned	2016 Summer	Approved	Design/Scoping		
12-EAI-008-02-CP	Transmission Reliability - Meeting Planning Criteria	Macon Lake to Reed: Construct new 230 kV line and operate at 115 kV	EAI	Pre-Planned	2017 Summer	Approved	Design/Scoping		Project split into two phases. Formerly 12-EAI-008-CP
12-EGL-014-CP	Transmission Reliability - Meeting Planning Criteria	Lake Charles Bulk Substation: Replace four 69 kV, 600 A switches on transformers and bus section breaker with 1200 A switches	EGSL	Complete	2012 Fall	Approved	Complete	1/28/13	
11-EGL-013-1-CP	Transmission Reliability - Meeting Planning Criteria	Fireco to Copol 69 kV line: Upgrade line conductor	EGSL	Complete	2012 Winter	Approved	Complete	12/17/12	
10-EGL-011-CP	Transmission Reliability - Meeting Planning Criteria	Mossville - Cut-in line 616 (Nelson to Carlyss 138 kV) into Mossville 138 kV Substation	EGSL	Pre-Planned	2013 Summer	Approved	Design/Scoping		
11-EGL-004-CP	Transmission Reliability - Meeting Planning Criteria	Bloomfield to Bosco 138 kV line (formerly Vatican project) Construct new Bloomfield 138 kV SS north of Vatican Construct new Bosco 138 kV SS on Scott to Scanlan 138 kV line Construct new Bloomfield to Bosco 138 kV line Install 5 ohm reactor at Bosco substation	EGSL	Complete	2013 Summer	Approved	Complete	12/20/12	
11-EGL-008-CP	Transmission Reliability - Meeting Planning Criteria	Francis 69 kV substation - Add 14.4 MVAR, 69 kV capacitor bank (Previously considered Marydale as alternative location)	EGSL	Complete	2013 Summer	Approved	Complete	3/25/13	
11-EGL-015-3-CP	Transmission Service	Acadia Generation - Upgrade Moril to Hopkins 138 kV line	EGSL	Complete	2013 Summer	Approved	Complete	10/30/12	
11-EGL-015-4-CP	Transmission Service	Acadia Generation - Upgrade 69 kV breaker at Scott 18220	EGSL	Complete	2013 Summer	Approved	Complete	10/11/12	

12-EGL-003-CP	Transmission Reliability - Meeting Planning Criteria	Champagne to Plaisance 138 kV line - Modify/Replace CTs at Champagne	EGSL	Complete	2013 Summer	Approved	Complete	12/26/12	
11-EGL-016-01-CP	Transmission Reliability - Meeting Planning Criteria	Mossville to Canal - Phase 1: Upgrade 69 kV Line	EGSL	Pre-Planned	2013 Winter	Approved	Design/Scoping		Project split into two phases. Formerly 11-EGL-016-CP
12-EGL-015-CP	Economic	Willow Glen to Conway - Construct new 230 kV line	EGSL	Pre-Planned	2014 Spring	Approved	Design		Project ISD moved from 2013 Winter to 2014 Spring
11-EGL-016-02-CP	Transmission Reliability - Meeting Planning Criteria	Mossville to Canal - Phase 2: Upgrade 69 kV Line	EGSL	Pre-Planned	2014 Winter	Proposed & In Target	Design/Scoping		Project split into two phases. Formerly 11-EGL-016-CP
12-EGL-008-CP	Transmission Reliability - Meeting Planning Criteria	Copol to Bourbeaux: Upgrade 69 kV line	EGSL	Complete	2014 Winter	Approved	Complete	4/18/13	
14-EGL-001-CP	Transmission Reliability - Meeting Planning Criteria	Longfellow to Cade Switch - Move Normally Open Point	EGSL	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		New Project
13-EGL-002-CP	Transmission Reliability - Meeting Planning Criteria	Lake Arthur 69 kV: Move normally open point	EGSL	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		New Project (Accelerated from Horizon Plan)
12-EGL-010-CP	Transmission Reliability - Meeting Planning Criteria	New Iberia: Add 138-69 kV transformer	EGSL	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		New Project (Accelerated from Horizon Plan)
14-EGL-006-CP	Transmission Reliability - Meeting Planning Criteria	LeBlanc - New Cap Bank #1	EGSL	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		Accelerated from 2017 to 2015 for loss of Cleco Unit
14-EGL-003-CP	Transmission Reliability - Meeting Planning Criteria	Willow Glenn: Upgrade 500-230 kV single phase transformer bank with 1200 MVA units	EGSL	Pre-Planned	2016 Summer	Proposed & In Target	Design/Scoping		New Project
14-EGL-019-CP	Transmission Reliability - Meeting Planning Criteria	Mud Lake 230 kV Substation: Loop Sabine to Big 3 230 kV Line into new Mud Lake 230 kV substation and add (2) 230 kV capacitor banks at Mud Lake	EGSL	Pre-Planned	2016 Fall	Approved	Design/Scoping		New Project
11-EGL-010-CP	Transmission Reliability - Meeting Planning Criteria	Sorrento Upgrade 138/115 kV Auto and upgrade Gonzales - Sorrento 138 kV Line	EGSL/ELL	Pre-Planned	2014 Summer	Approved	Design/Scoping		
13-ELL-002-CP	Transmission Reliability - Meeting Planning Criteria	McCall 115 kV Substation: Add 20.4 MVAR Capacitor Bank (Formerly Napoleonville add capacitor bank)	ELL	Complete	2013 Fall	Approved	Complete	8/19/13	
10-ELL-008-CP	Transmission Reliability - Meeting Planning Criteria	Southeast LA Coastal Improvement Plan: Phase 3 Construct Oakville to Alliance 230kV Line Add 230 - 115 kV Autotransformer at	ELL	Pre-Planned	2013 Summer	Approved	Design/Construction		Routing issues may result in potential delay to spring 2015

		Alliance Substation							
11-ELL-003-1-CP	Transmission Reliability - Meeting Planning Criteria	NE Louisiana Improvement Project - Phase 1 Swartz to Oakridge - Construct new 115 kV Line (1272 ACSS) Operate Sterlington to Oakridge normally open	ELL	Complete	2013 Summer	Approved	Complete	3/22/13	
13-ELL-001-CP	Transmission Reliability - Meeting Planning Criteria	Golden Meadow to Barataria: Upgrade switch	ELL	Complete	2013 Summer	Approved	Complete	4/25/13	
11-ELL-002-CP	Transmission Reliability - Meeting Planning Criteria	Mt. Olive: Add Shunt Reactor	ELL	Pre-Planned	2013 Winter	Approved	Design/Scoping		
11-ELL-001-CP	Enhanced Transmission Reliability	Golden Meadow to Leeville 115 kV - Rebuild/relocate 115 kV transmission line	ELL	Pre-Planned	2014 Spring	Approved	Design/Scoping		
11-ELL-003-2-CP	Transmission Reliability - Meeting Planning Criteria	NE Louisiana Improvement Project - Phase 2 Oakridge to new Dunn Substation - Construct new 115 kV Line (1272 ACSS) Add 115 kV breakers at Dunn	ELL	Pre-Planned	2014 Summer	Approved	Design/Scoping		
11-ELL-009-1-CP	Generation Interconnection	NM6: Modify Ninemile switchyard for interconnection	ELL	Pre-Planned	2014 Winter	Approved	Construction		
11-ELL-010-1-CP	Transmission Service	NM6: Upgrade Ninemile to Southport 230 kV transmission line No.1	ELL	Pre-Planned	2014 Winter	Approved	Design/Scoping		
11-ELL-010-2-CP	Transmission Service	NM6: Upgrade Ninemile to Southport 230 kV transmission line No.2	ELL	Pre-Planned	2014 Winter	Approved	Design/Scoping		
10-ELL-009-CP	Transmission Reliability - Meeting Planning Criteria	Iron Man to Tezcuco 230 kV line - Construct new line	ELL	Pre-Planned	2015 Summer	Approved	Design/Construction		
11-ELL-012-CP	Transmission Reliability - Meeting Planning Criteria	Valentine to Clovelly 115 kV upgrade	ELL	Pre-Planned	2015 Summer	Approved	Design/Scoping		
13-ELL-004-CP	Transmission Reliability - Meeting Planning Criteria	Minden Improvement Project Ph 1-Place cap bank at Minden REA	ELL	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		
11-ELL-004-CP	Transmission Reliability - Meeting Planning Criteria	Northeast LA Improvement Project Phase 3 Upgrade Sterlington to Oakridge 115 kV Line	ELL	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		Updated Project Description
11-EMI-004-CP	Transmission Reliability - Meeting Planning Criteria	Ray Braswell to West Jackson 115 kV line: Reconductor line	EMI	Complete	2012 Winter	Approved	Complete	11/21/12	Final relay settings completed and installed March 2013. Line now up to full conductor rating.

14-EMI-001-CP	Transmission Reliability - Meeting Planning Criteria	Horn Lake to Greenbrook 115kV line: Upgrade 4 switches	EMI	Pre-Planned	2013 Summer	Approved	Construction		Complete pending relay upgrades and transfer bus switch scheduled for Fall 2013. Transfer switch has no impact on rating of circuit.
10-EMI-017-CP	Transmission Reliability - Meeting Planning Criteria	Ray Braswell - Wyndale 115kV Line: Construct New 260 MVA Construct new 115 kV Switching Station between Byram and Terry Wyndale SS to be designed for future 230-115 kV auto and distribution facilities	EMI	Pre-Planned	2013 Summer	Approved	Construction		
10-EMI-017-01-CP	Transmission Reliability - Meeting Planning Criteria	Ray Braswell to Spring Ridge Road 115kV line upgrade	EMI	Complete	2013 Summer	Approved	Complete	5/16/13	Identified as part of 10-EMI-017-CP project requirement due to swapping of line bays
10-EMI-018-CP	Transmission Reliability - Meeting Planning Criteria	Getwell to Church Road 230 kV construct new 230 kV Transmission Line	EMI	Complete	2013 Summer	Approved	Complete	5/10/13	
13-EMI-001-CP	Transmission Reliability - Meeting Planning Criteria	Upgrade CTs at Vicksburg for Vicksburg-B.Wilson ckt 1 (ckt without Spencer Potash on it)	EMI	Complete	2013 Summer	Approved	Complete	6/13/13	
13-EMI-006-CP	Enhanced Transmission Reliability	Bolton 115 kV Substation: Add 115 kV breakers	EMI	Complete	2013 Summer	Approved	Complete	3/28/13	
13-EMI-004-CP	Transmission Service	SMEPA Plum Point Transmission Service: Horn Lake to Greenbrook 115 kV line: Upgrade station equipment at Horn Lake	EMI	Complete	2013 Summer	Approved	Complete	4/19/13	
11-EMI-002-CP	Transmission Reliability - Meeting Planning Criteria	Baxter Wilson to S.E. Vicksburg - Upgrade 115 kV line	EMI	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		
14-EMI-002-CP	Transmission Reliability - Meeting Planning Criteria	Bozeman Rd to Tinnin Rd 230kV: Build new 230kV line from Bozeman Road to GASES-Ray Braswell 230kV and add new breaker station	EMI	Pre-Planned	2017 Summer	Proposed & In Target	Design/Scoping		New Project
14-EMI-003-CP	Transmission Reliability - Meeting Planning Criteria	Natchez Improvement Project Phase 1: Baxter Wilson to Natchez SES 115kV Build new 115kV line rated 260MVA (230kV constructed)	EMI	Pre-Planned	2018 Summer	Proposed & In Target	Design/Scoping		New Project
14-EMI-005-CP	Enhanced Transmission Reliability	Vicksburg Area Improvement Project: Build new 115kV switching station and rebuild E.Vicksburg-R.Braswell 115kV and SE Vicksburg-new switching station. Upgrade station equipment at SE Vicksburg and Bovina	EMI	Pre-Planned	2018 Summer	Proposed & In Target	Design/Scoping		New Project
11-ENO-001-CP	Generation Interconnection	NM6: Upgrade Michoud breaker N9803	ENOI	Complete	2014 Winter	Approved	Complete	7/18/13	
12-ETI-015-CP	Enhanced Transmission Reliability	College Station SS: Create emergency tie point with ERCOT (asynchronous)	ETI	Complete	2013 Spring	Approved	Complete	7/3/13	
10-ETI-017-CP	Transmission Reliability -	Jasper to Rayburn 138 kV line: Upgrade line to 100 deg C design	ETI	Complete	2013 Summer	Approved	Complete	5/14/13	Clarified project description

	Meeting Planning Criteria								
11-ETI-008-01-CP	Transmission Reliability - Meeting Planning Criteria	Plantation to Conroe 138 kV line: Upgrade station equipment at Plantation	ETI	Complete	2013 Summer	Approved	Complete	4/4/13	
11-ETI-008-CP	Transmission Reliability - Meeting Planning Criteria	Cedar Hill to Plantation 138 kV line: Upgrade line conductor and station equipment at Plantation	ETI	Complete	2013 Summer	Approved	Complete	2/21/13	
11-ETI-036-CP	Transmission Reliability - Meeting Planning Criteria	Plantation to Conroe 138 kV line: Reconductor Line	ETI	Complete	2013 Summer	Approved	Complete	4/4/13	
11-ETI-041-CP	Transmission Reliability - Meeting Planning Criteria	Eastgate to Dayton Bulk: Upgrade terminal equipment at Eastgate (formerly reconductor)	ETI	Complete	2013 Summer	Approved	Complete	4/19/13	
11-ETI-043-CP	Transmission Reliability - Meeting Planning Criteria	Expand Cap Bank at Calvert 69kV	ETI	Complete	2013 Summer	Approved	Complete	5/8/13	
12-ETI-003-CP	Transmission Reliability - Meeting Planning Criteria	Bentwater Substation: Add 138 kV Capacitor Bank	ETI	Complete	2013 Summer	Approved	Complete	5/1/13	
11-ETI-020-CP	Transmission Reliability - Meeting Planning Criteria	Hickory Ridge-Eastgate 138kV: Upgrade terminal equipment at Eastgate	ETI	Complete	2013 Summer	Approved	Complete	4/5/13	Needed in 2016 Summer but being worked in conjunction with 11-ETI-041-CP
12-ETI-004-CP	Transmission Reliability - Meeting Planning Criteria	Ponderosa Switching Station: tie lines Longmire to Fish Creek and Conroe to Woodhaven into new switching station	ETI	Pre-Planned	2013 Winter	Approved	Design/Scoping		Projected delayed to Winter due to site acquisition
11-ETI-010-CP	Transmission Reliability - Meeting Planning Criteria	Leach to Newton Bulk 138 kV line: Upgrade terminal equipment at Newton Bulk	ETI	Complete	2013 Winter	Proposed & In Target	Complete	3/18/13	
13-ETI-010-01-CP	Transmission Reliability - Meeting Planning Criteria	Pansy to Lovell's Lake 69 kV line: Upgrade line to 100 deg design	ETI	Pre-Planned	2013 Winter	Proposed & In Target	Design/Scoping		
13-ETI-010-02-CP	Transmission Reliability - Meeting Planning Criteria	Lovells Lake to Texaco Hillebrandt 69 kV line: Upgrade line to 100 deg design	ETI	Pre-Planned	2013 Winter	Proposed & In Target	Design/Scoping		
11-ETI-033-CP	Transmission Reliability - Meeting Planning Criteria	Toledo Bend to Leach 138 kV - Upgrade line	ETI	Pre-Planned	2014 Fall	Proposed & In Target	Design/Scoping		2014 Fall DETEC project results in project acceleration by 3 years
13-ETI-011-CP	Transmission Reliability - Meeting Planning Criteria	Lewis Creek to Egypt 138 kV line: Reconductor	ETI	Pre-Planned	2014 Summer	Proposed & In Target	Design/Scoping		

11-ETI-042-CP	Transmission Reliability - Meeting Planning Criteria	New 50.2 MVAR Cap Bank at Parkway 138kV	ETI	Pre-Planned	2014 Summer	Proposed & In Target	Design/Scoping		
14-ETI-004-CP	Transmission Reliability - Meeting Planning Criteria	Leach 138 kV Substation: DTEC add 138 kV breakers (To accommodate DTEC/TEXLA Tie Project to close normally open point)	ETI	Pre-Planned	2014 Fall	Proposed & In Target	Design/Scoping		New DTEC Project resulting in associated ETI facility modifications
11-ETI-039-CP	Transmission Reliability - Meeting Planning Criteria	Upgrade Jacinto - Splendora 138 kV Line	ETI	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		
12-ETI-007-CP	Transmission Reliability - Meeting Planning Criteria	Alden 138 kV Substation: Add Capacitor Bank	ETI	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		
13-ETI-006-CP	Transmission Reliability - Meeting Planning Criteria	Magnolia Groveton: Add 25.1 MVAR Cap Bank	ETI	Pre-Planned	2015 Summer	Proposed & In Target	Design/Scoping		Accelerated from Horizon Plan (2021 Summer to 2015 Summer)
11-ETI-018-CP	Transmission Reliability - Meeting Planning Criteria	Construct new China to Amelia 230kV line	ETI	Pre-Planned	2016 Summer	Approved	Design/Scoping		
13-ETI-009-01-CP	Transmission Reliability - Meeting Planning Criteria	Ponderosa to Grimes: Construct new 230 kV Line Add 345-230 kV Auto at Grimes Add 230-138 kV Auto at Ponderosa	ETI	Pre-Planned	2016 Summer	Approved	Design/Scoping		
13-ETI-009-02-CP	Transmission Reliability - Meeting Planning Criteria	Conroe to Ponderosa 138 kV line: Upgrade Line	ETI	Pre-Planned	2016 Summer	Approved	Design/Scoping		
13-ETI-012-CP	Transmission Reliability - Meeting Planning Criteria	Construct new Porter to Forest 138 kV transmission line - Construct new line from Porter to Oakridge area and tie into de-energized line 403 - Terminate line 403 into Forest 138 kV substation	ETI	Pre-Planned	2016 Summer	Proposed & In Target	Design/Scoping		Project eliminates need for WRRIP-Add Alden SVC 11-ETI-022-CP
11-ETI-003-CP	Transmission Reliability - Meeting Planning Criteria	Deweyville (JNEC) - Add 69 kV capacitor bank	ETI	Pre-Planned	2014 Winter	Proposed & In Target	Design/Scoping		Facilities owned by JNEC. Entergy and JNEC are working to establish final projected in-service date. Current expectations are 2014 Winter.
11-ETI-023-CP	Transmission Reliability - Meeting Planning Criteria	Orange County 230kV Project: Construct new Chisholm Road 230 kV substation, Construct new line from Hartburg to Chisholm Road, add 2nd Hartburg 500-230 kV auto	ETI	Pre-Planned	2017 Summer	Proposed & In Target	Design/Scoping		

Cleco

Proj No	Project Name	Project Description	Proposed In-Service Date
1	Mansfield Reactor	Install 18 ohm series reactor at Mansfield substation on the Mansfield - IP Mansfield 138 kV line	June 2014
2	Pineville 230/138 kV 2nd autotransformer	Install 2nd auto transformer at Pineville	June 2014
3	New 500/230 kV substation near Messick	Joint project between Cleco and AEP to install a new 500/230 kV substation near Cleco's Messick substation	Dec 2015
4	Construct Sherwood-Shady Oaks 230 kV line	Construct a new line from Sherwood - Shady Oaks	Dec 2016
5	Rehabilitate Carroll-Messick 230 kV line	Re-conductor Carroll-Messick 230 kV line to 600 MVA	Dec 2016

SMEPA

Project	Projected ISD
Build L180 Moselle - S. Hoy 161kV	2015
Homewood - Station Creek 161kV	2015
Northwest Perry 161/69kV	2015

East Texas Electric Cooperative

Project Name	Project Description	From Substation	To Substation	Voltage (kV)	Expected In-service date
DTEC interconnection	Close normal open point.	Six Mile (509125)	Leach (334286)	138	4th Qtr 2014
	Construct 12 miles of 138 kV line with 795 ACSR conductor.	Chireno (509107)	Etoile (334334)	138	4th Qtr 2014

Lafayette Utilities System

No.	Project Name	Project Description	From/To Sub	Voltage	In-Service Date
1	La Neuville Substation (New)	Construct a new 69kV substation	N/A	69/13.8kV	October 2014 (construction in-progress)
2	Hargis-Hebert to La Neuville Transmission Line	Construct a 69kV transmission line from Hargis-Hebert to newly constructed La Neuville substation	Hargis-Hebert/La Neuville	69kV	October 2014 (construction in-progress)
3	Mall-Flanders Transmission Pole Replacement	Replace steel poles on Mall-Flanders 230kV transmission line	Mall/Flanders	230kV	Dec-14

ATTACHMENT FF-2

LODF TABLE

Sample Sub-Regional Allocations for 22 Facilities Based on LODF

			FE	HE	CIN	VECT	LGEE	IPL	NIPS	METC	ITC
	ALTW	CWLD	AMRN	IPL	CILCO						
				202	207	208	210	211	216	217	218
	331	355	356	357	359						
Prairie State Power Plant											
transmission outlet											
		74%	26%								
Chisago-Apple River											
	2%										
Jefferson City 345/161											
	0%	0%	98%	0%	0%						0%
Jefferson-Loose Creek 345											
	0%	0%	98%	0%	0%						0%
Moreau-Apache Flats 161											
Rosser-Silver 230, 2005											
	0%	0%	99%	0%	0%						0%
Rosser-Silver 230, 2005											
Callaway-Franks 345, 2006											
		97%	3%								
Columbia-N. Madison 138 kV											
converted to 345, 2006											
Wagner-NW 68th & Holdrege, 2008											

MISO
 FERC Electric Tariff
 ATTACHMENTS

ATTACHMENT FF-2
 LODF Table
 30.0.0

Buffalo Ridge Split Rock-Nobles Co. 345 kV	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
23%	0%	0%	0%	0%						
Buffalo Ridge Nobles-Lakefield 345 kV	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
24%	0%	0%	0%	0%						
Buffalo Ridge Nobles Co. 345-115	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
6%	0%	0%	0%	0%						
Buffalo Ridge Buffalo-White 115	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
1%	0%	0%	0%	0%						
Buffalo Ridge Chanmb-Fenton 115	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
6%	0%	0%	0%	0%						
Buffalo Ridge Fenton-Nobles 115	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
6%	0%	0%	0%	0%						
Mill Creek-Hardin 345					3%	14%	2%	77%		
	3%	1%								
Callaway-Franks 345										
	97%	3%								
Stone Lake 345/161										
	2%									
Auburn N.-Chatham 138										
	45%	24%	14%							
North Madison-Waunakee										
Milan-Pioneer 120					10%					90%
Hilcrest-Eastwood 138 kV	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%
0%	0%	0%	0%	0%						

MISO
 FERC Electric Tariff
 ATTACHMENTS

ATTACHMENT FF-2
 LODF Table
 30.0.0

	CWLP	SIPC	ATC	NSP	MP	GRE	OTP	LES	MDU
	360	361	364	600	608	618	626	650	661
Prairie State Power Plant transmission outlet									
Chisago-Apple River			5%	85%	7%	1%			
Jefferson City 345/161	0%	0%	0%	0%	0%	0%	0%	0%	0%
Jefferson-Loose Creek 345	0%	0%	0%	0%	0%	0%	0%	0%	0%
Moreau-Apache Flats 161									
Rosser-Silver 230, 2005	0%	0%	0%	0%	0%	0%	0%	0%	0%
Rosser-Silver 230, 2005				100%					
Callaway-Franks 345, 2006									
Columbia-N. Madison 138 kV converted to 345, 2006			100%						
Wagner-NW 68th & Holdrege, 2008								100%	
Buffalo Ridge Split Rock-Nobles Co. 345 kV	0%	0%	1%	70%	2%	1%	4%		
Buffalo Ridge Nobles-Lakefield 345 kV	0%	0%	1%	66%	2%	1%	5%		
Buffalo Ridge Nobles Co. 345-115	0%	0%	0%	87%	2%	1%	3%		
Buffalo Ridge Buffalo-White 115	0%	0%	0%	92%	0%	1%	6%		
Buffalo Ridge Chanmb-Fenton 115	0%	0%	0%	87%	2%	1%	3%		
Buffalo Ridge Fenton-Nobles 115	0%	0%	0%	87%	2%	1%	3%		
Mill Creek-Hardin 345									
Callaway-Franks 345									

MISO
FERC Electric Tariff
ATTACHMENTS

ATTACHMENT FF-2
LODF Table
30.0.0

Stone Lake 345/161			31%	47%	19%	1%				
Auburn N.-Chatham 138	17%									
North Madison-Waunakee			100%							
Milan-Pioneer 120										
Hilcrest-Eastwood 138 kV	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

ATTACHMENT FF-3

TRANSMISSION OWNERS ASSOCIATED WITH EACH PLANNING SUB-REGION

CENTRAL

AEP Indiana Michigan Transmission Company, Inc.

Ameren Illinois Company (d/b/a Ameren Illinois)

Ameren Transmission Company of Illinois

Big Rivers Electric Corporation

City of Columbia, Missouri (Water and Light Dept.)

City of Henderson, KY, Utility Commission, d/b/a Henderson Municipal Power & Light

City of Springfield, Illinois (Office of Public Utilities)

Duke Energy Business Services, LLC (f/k/a Cinergy Services, Inc.) Duke Energy Indiana, LLC
(f/k/a PSI Energy, Inc.)

GridLiance Heartland LLC

Hoosier Energy Rural Electric Cooperative, Inc.

Indiana Municipal Power Agency

Indianapolis Power & Light Company

Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission

Northern Indiana Public Service Company LLC

Pioneer Transmission, LLC

Prairie Power, Inc.

Republic Transmission, LLC

Southern Illinois Power Cooperative

Southern Indiana Gas & Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc.

Union Electric Company - Ameren Missouri

Wabash Valley Power Association, Inc.

EAST

Michigan Electric Transmission Company, LLC.

Michigan Public Power Agency

Michigan South Central Power Agency

Wolverine Power Supply Cooperative, Inc.

International Transmission Company

SOUTHERN

Arkansas Electric Cooperative Corporation

City of Alexandria, LA

City Water & Light Plant of the City of Jonesboro

Cleco Power LLC

Cooperative Energy

East Texas Electric Cooperative, Inc.

Entergy Arkansas, LLC

Entergy Louisiana, LLC

Entergy Mississippi, LLC

Entergy New Orleans, LLC

Entergy Texas, Inc.

Lafayette City-Parish Consolidated Government

WEST

Allele, Inc. d/b/a Minnesota Power

American Transmission Company, LLC

Ames Municipal Electric System

Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa

Central Minnesota Municipal Power Agency

City of Rochester, a Minnesota Municipal Corp, Rochester Public Utility Board

Dairyland Power Cooperative

Great River Energy

ITC Midwest, LLC

MidAmerican Energy Company

Minnesota Municipal Power Agency (c/o Avant Energy, Inc., agent for MMPA)

Missouri Basin Municipal Power Agency (d/b/a Missouri River Energy Services)

Montana-Dakota Utilities Co.

Municipal Electric Utility of the City of Cedar Falls, Iowa

Northern States Power Companies (Northern States Power Company, a Minnesota corporation,
and Northern States Power Company, a Wisconsin corporation)

Northwestern Wisconsin Electric Company

Otter Tail Power Company

Southern Minnesota Municipal Power Agency

Willmar Municipal Utilities

WPPI Energy

ATTACHMENT FF-4

TRANSMISSION OWNERS INTEGRATING LOCAL PLANNING PROCESSES INTO

TRANSMISSION PROVIDER PLANNING PROCESSES

FOR ORDER 890 COMPLIANCE

(NOT FILING A SEPARATE LOCAL PLANNING PROCESSES)

AEP Indiana Michigan Transmission Company, Inc.

Allete, Inc. (for its operating division Minnesota Power, Inc., and its wholly-owned subsidiary,
Superior Water, Light and Power Company)

Ameren Illinois Company

Ameren Missouri

Ames Municipal Electric System

Arkansas Electric Cooperative Cooperation

Big Rivers Electric Corporation

Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa

Central Minnesota Municipal Power Agency

City of Alexandria, Louisiana

City of Henderson, KY, Utility Commission, DBA Henderson Municipal Power & Light

City of Rochester, a Minnesota Municipal Corp., acting by and through its Rochester Public
Utility Board

City of Springfield, Illinois (Office of Public Utilities)

City Water & Light Plant of the City of Jonesboro

Cleco Power LLC

Columbia, Missouri, City of (Water & Light Dept.)

Cooperative Energy

Dairyland Power Cooperative

Duke Energy Indiana, LLC

East Texas Electric Cooperative, Inc.

Entergy Arkansas, LLC

Entergy Louisiana, LLC

Entergy Mississippi, LLC

Entergy New Orleans, LLC

Entergy Texas, Inc.

Great River Energy

GridLiance Heartland LLC

Hoosier Energy Rural Electric Cooperative, Inc.

Indiana Municipal Power Agency

Indianapolis Power & Light Company

International Transmission Company (d/b/a ITC Transmission)

ITC Midwest, LLC

Lafayette City-Parish Consolidated Government

Michigan Electric Transmission Company, LLC.

Michigan Public Power Agency

Michigan South Central Power Agency

Minnesota Municipal Power Agency

Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission

Missouri River Energy Services

Montana-Dakota Utilities Co., a division of MDU Resources Group, Inc.

Municipal Electric Utility of the City of Cedar Falls, Iowa

Northern Indiana Public Service Company LLC

Northern States Power Company

Northwestern Wisconsin Electric Company

Otter Tail Power Company

Pioneer Transmission, LLC

Prairie Power, Inc.

Republic Transmission, LLC

Southern Illinois Power Cooperative

Southern Minnesota Municipal Power Agency

Southern Indiana Gas & Electric Company (Vectren)

Southern Minnesota Municipal Power Agency

Wabash Valley Power Association, Inc.

Willmar Municipal Utilities

Wolverine Power Supply Cooperative, Inc.

WPPI Energy

ATTACHMENT FF-5

TRANSMISSION OWNERS WITH SEPARATE LOCAL PLANNING PROCESSES

American Transmission Company, LLC

MidAmerican Energy Company

**TRANSMISSION EXPANSION PLANNING AND COST ALLOCATION
FOR SECOND PLANNING AREA'S TRANSITION**

I. Transmission Expansion Plan

This Attachment FF-6 describes the planning process to be used by the Transmission Provider to develop the MISO Transmission Expansion Plan (“MTEP”) and the applicable cost allocation of Network Upgrades during and after the Second Planning Area’s Transition Period. Except as specifically identified in this Attachment FF-6, the allocation of the cost of MTEP projects shall in all other respects be governed by Attachment FF.

II. Planning of MTEP Projects

A. Applicability of MTEP Process

During and after the Second Planning Area’s Transition Period, Attachment FF’s MTEP process shall apply to MTEP projects terminating, whether exclusively or partly, in the Second Planning Area.

B. MTEP Studies and Plans to Evaluate Comparability

During the Second Planning Area’s Transition Period, the Transmission Provider shall review the current states of the transmission systems in the First Planning Area and the Second Planning Area, using the planning processes identified in Attachment FF to the Tariff. The Transmission Provider shall also determine, pursuant to this Attachment FF-6, the comparability of the First Planning Area and the Second Planning Area with respect to their compliance with the Attachment FF Planning Criteria. To evaluate comparability of transmission system conditions during the Second Planning Area’s Transition Period, the Transmission Provider will conduct planning studies for (1) Baseline Reliability Projects (“BRP”), (2) Market Efficiency Projects

(“MEP”), and (3) Multi-Value Projects (“MVP”).

1. Baseline Reliability Projects: The Transmission Provider shall apply the BRP criteria identified in Attachment FF to the planning of BRPs for the Second Planning Area to determine, pursuant to this Attachment FF-6, to what extent the Second Planning Area is not comparable in terms of the Transmission Provider’s BRP criteria. When a BRP planned during the Second Planning Area’s Transition Period will terminate exclusively in one Planning Area, the Transmission Provider’s benefit assessment will consider only the BRP’s benefits in the Planning Area where it terminates. These analyses of potential BRPs shall happen annually, with qualifying projects approved by the Transmission Provider’s Board of Directors for inclusion in Appendix A of the MTEP as part of the normal MTEP cycle. At the end of the Second Planning Area’s Transition Period, the Transmission Provider shall have identified BRPs for the Second Planning Area based on the same BRP process and criteria applicable to the First Planning Area, in order to achieve comparability of the Second Planning Area’s compliance with the BRP criteria, pursuant to this Attachment FF-6. This identification of projects to achieve comparability shall include BRPs that have been approved by the Transmission Provider’s Board of Directors for inclusion in Appendix A of the MTEP, and also BRPs that have been determined to be a solution to meet an identified need, but have not yet been approved by the Transmission Provider’s Board of Directors for inclusion in Appendix A of the MTEP by the end of the fifth year of the Second Planning Area’s Transition Period, with a forecast in-service date that is no more than five (5) years after the end of the Second Planning Area’s Transition Period.

2. Market Efficiency Projects: The Transmission Provider shall apply the MEP criteria identified in Attachment FF to the planning of MEPs in the Second Planning Area. When an MEP planned during the Second Planning Area's Transition Period will terminate exclusively in one Planning Area, the Transmission Provider's benefit assessment will consider only the MEP's benefits in the Planning Area where it terminates. These analyses of potential MEPs shall happen annually, with qualifying projects approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP as part of the normal MTEP cycle. At the end of the Second Planning Area's Transition Period, the Transmission Provider shall have identified MEPs for the Second Planning Area based on the same MEP process and criteria applicable to the First Planning Area, in order to achieve comparability of the Second Planning Area's compliance with the MEP criteria, pursuant to this Attachment FF-6. This identification of projects to achieve comparability shall include MEPs that have been approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP, and also MEPs that have been determined to be a solution to meet an identified need, but have not yet been approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP by the end of the fifth year of the Second Planning Area's Transition Period, with a forecast in-service date that is no more than five (5) years after the end of the Second Planning Area's Transition Period.
3. Multi-Value Projects: The Transmission Provider will determine to what extent the Second Planning Area is not comparable in terms of the Transmission Provider's MVP criteria. When an MVP planned during the Second Planning Area's Transition Period will

terminate exclusively in one Planning Area, the Transmission Provider's benefit assessment will consider only the MVP's benefits in the Planning Area where it terminates. The Transmission Provider shall assess the comparability of the MVP portfolios that have been approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP before the Second Planning Area's Transition Period for the First Planning Area and the MVP portfolios that, during the Second Planning Area's Transition Period, have been approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP, as needed pursuant to the Attachment FF MVP criteria. Such assessment shall be made by conducting an analysis that evaluates the aggregate present value of forecast MVP benefits, spread across the combined Planning Areas, and an evaluation to determine whether such MVP benefits are roughly commensurate with the present value of the allocation of forecast costs calculated pursuant to the formulas set forth below. The cost-benefit formulas set forth below will be applied iteratively, as the Transmission Provider will evaluate alternative solutions to determine the MVP portfolio configuration that provides the most effective resolution to the identified Transmission Issues, and ensures that benefits are at least roughly commensurate with costs.

Where:

- a. MVP Portfolio₁ = the portfolio of 17 MVPs approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP for the First Planning Area during MTEP10 and MTEP11 plus any other MVP portfolios planned for and exclusively benefiting the First Planning Area before the Second Planning Area's Transition Period, that are approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP before the Second Planning Area's Transition Period

- b. MVP Portfolio₂ = the portfolio(s) of MVPs approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period.
 - c. Combined MVP Portfolio = MVP Portfolio₁ + MVP Portfolio₂ = MVPP₁₊₂
 - d. LRZ = Local Resource Zone
 - e. Annual Benefits for a LRZ are calculated as the difference between the system including the existing topology plus MVP Portfolio₁ and the system including the existing topology plus the Combined MVP Portfolio. Annual Benefits for the Combined MVP Portfolio will be calculated using the same factors that were considered in evaluating the benefits of MVP Portfolio₁, and described in Attachment FF Section II.C.5
 - f. The Present Value calculations will reflect the projected cash flow streams. The costs cash flow stream will be calculated over a timeframe that includes: 1) the periods between the end of the Second Planning Area's Transition Period and the last in-service date for a project in MVP Portfolio₂, and 2) 20 years following the date that the last project in MVP Portfolio₂ goes into service. The benefits will be calculated based on the entire MVP Portfolio₂ over a timeframe that includes: 1) the periods between the end of the Second Planning Area's Transition Period and the last in-service date for a project in MVP Portfolio₂, and 2) 20 years following the date that the last project in MVP Portfolio₂ goes into service.
 - g. The formula in Section II.B.3 will be applied on a Local Resource Zone basis. Each Local Resource Zone in the First Planning Area must meet the test described in Section II.B.3.1 and each Local Resource Zone in the Second Planning Area must meet the test described in Section II.B.3.2 for a determination to be made that MVP benefits are roughly commensurate with the present value of the allocation of forecasted costs.
 - h. The present value calculation for both the annual benefits and annual costs will apply a discount rate representing the after-tax weighted average cost of capital of the Transmission Owners that make up the Transmission System.
- 1. First Planning Area
 - a. Where T = number of years of benefits and costs as described in Section II.B.3.f.

$$\sum_{i=1}^T PV MVPP_2 \text{ Annual Benefits}_i - \left(\sum_{i=1}^T PV MVPP_1 \text{ Annual Costs}_i \text{ with Second Planning Area} - \sum_{i=1}^T PV MVPP_1 \text{ Annual Costs}_i \text{ without Second Planning Area} \right) - \sum_{i=1}^T PV MVPP_2 \text{ Annual Costs}_i \geq 0$$

AND

2. Second Planning Area

a. Where T = number of years of benefits and costs as described in Section II.B.3.f.

$$\frac{\sum_{i=1}^T PV MVPP_2 \text{ Annual Benefits}_i}{\sum_{i=1}^T PV MVPP_{1+2} \text{ Annual Costs}_i} \geq 1$$

III. Second Planning Area’s Transition Period

A. Duration of Second Planning Area’s Transition Period

Consistent with the length of the study and planning timelines required to comparably apply the Attachment FF requirements to the Second Planning Area, the Second Planning Area’s

Transition Period shall be a minimum five (5) years, plus the time needed to complete the MTEP approval cycle pending at the end of the fifth year of the Second Planning Area's Transition Period. The Second Planning Area's Transition Period shall commence when the first Entergy Operating Company conveys functional control of its transmission facilities to the Transmission Provider to provide Transmission Service under Module B of this Tariff, and shall not exceed six years.

B. Annual Progress Reports

At the end of the twelfth month following the commencement of the Second Planning Area's Transition Period, and every twelve months thereafter until the end of the Second Planning Area's Transition Period, the Transmission Provider shall file with the Commission an annual report on the progress in applying the MTEP planning criteria and processes to achieve comparability between the First Planning Area and the Second Planning Area. Within six (6) months before the end of the Second Planning Area's Transition Period, the Transmission Provider shall report to the Commission whether at that time there is a Combined MVP Portfolio as defined in Section II.B.3 hereof, or whether MISO's preliminary analysis indicates that a Combined MVP Portfolio as defined in Section II.B.3 hereof will be identified by the end of the Second Planning Area's Transition Period.

C. End of Second Planning Area's Transition Period

If Transmission Provider has identified a Combined MVP Portfolio as defined in Section II.B.3 hereof, the transition period shall be followed by a phase-in period of eight years for the allocation of MVP costs as described in Sections IV.B.4 and IV.B.5 of this Attachment FF-6. In the event that a Combined MVP Portfolio as defined in Section II.B.3 cannot be identified by

the conclusion of the Second Planning Area's Transition Period, the Transmission Provider shall:

(1) allocate to the First Planning Area the cost of MVPs approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP before the Second Planning Area's Transition Period that terminate exclusively in the First Planning Area and were planned exclusively for the benefit of the First Planning Area prior to the Second Planning Area's Transition Period; (2) apply Attachment FF to determine whether the cost of MVPs that are approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period should be shared across the two Planning Areas; and (3) use the planning process and cost allocation procedures set forth in Attachment FF as it exists at the time of project approval by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP for all future project approvals by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP. In the event that a Combined MVP Portfolio as defined in Section II.B.3 cannot be identified by the conclusion of the Second Planning Area's Transition Period, the cost of MVPs approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period will only be shared across the two Planning Areas if the Transmission Provider determines that the applicable criteria of Attachment FF have been satisfied. The costs of projects other than MVPs that are approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP after the end of the Second Planning Area's Transition Period shall be allocated pursuant to Section IV.B.7 hereof.

IV. Cost Responsibility for MTEP Projects During and After the Second Planning Area's Transition Period

A. Cost Responsibility for MTEP Projects During the Second Planning Area's Transition Period

1. Projects Approved Before the Second Planning Area's Transition Period

During the Second Planning Area's Transition Period, Load and/or Pricing Zone(s) in the Second Planning Area shall not be allocated any costs of any MTEP projects (*i.e.*, BRPs, Generator Interconnection Projects ("GIP"), Transmission Delivery Service Projects ("TDSP"), MEPs, and MVPs) that were approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP before the commencement of the Second Planning Area's Transition Period.

2. Projects Approved During the Second Planning Area's Transition Period

(a) Projects Terminating in Both Planning Areas

During the Second Planning Area's Transition Period, projects (*i.e.*, BRPs, GIPs, TDSPs, Targeted Market Efficiency Projects ("TMEPSs"), MEPs, and/or MVPs) approved in any MTEP by the Transmission Provider's Board of Directors for inclusion in Appendix A during the Second Planning Area's Transition Period that terminate in both Planning Areas shall be allocated in accordance with Attachment FF.

(b) Projects Terminating Exclusively in One Planning Area

Projects approved by the Transmission Provider's Board of Directors for inclusion in any MTEP Appendix A during the Second Planning Area's Transition Period that terminate exclusively in one Planning Area shall be allocated only within such Planning Area during the Second Planning Area's Transition Period in accordance with Attachment FF, as modified by the provisions of this Attachment FF-6. For this purpose, any system-wide rate or cost allocation

under the provisions of Attachment FF regarding the particular type of project shall be limited to the Planning Area where the project terminates exclusively.

- i. During the Second Planning Area's Transition Period, Load and/or Pricing Zone(s) in the Second Planning Area shall not be allocated any costs of any MTEP projects (*i.e.*, BRPs, GIPs, TDSPs, TMEPs, MEPs, and/or MVPs) approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period and terminating exclusively in the First Planning Area. Load and/or Pricing Zone(s) in the Second Planning Area shall be responsible for the applicable cost allocation of BRPs, GIPs, TDSPs, TMEPs, MEPs, and MVPs as set forth in Sections III.A.2.c—III.A.2.h of Attachment FF, respectively, that are approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period, to the extent such projects terminate exclusively in the Second Planning Area.
- ii. During the Second Planning Area's Transition Period, Load and/or Pricing Zone(s) in the First Planning Area shall not be allocated any costs of any MTEP projects (*i.e.*, BRPs, GIPs, TDSPs, TMEPs, MEPs, and/or MVPs) approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP, or identified, but not yet approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP, as a solution to meet an identified need and with a forecast in-service date that is no more than five (5) years after the end of the Second Planning Area's Transition

Period and terminating exclusively in the Second Planning Area. Load and/or Pricing Zone(s) in the First Planning Area shall be responsible for the applicable cost allocation of MTEP projects (*i.e.*, BRPs, GIPs, TDSPs, TMEPs, MEPs, and MVPs) as set forth in Sections III.A.2.c—III.A.2.h of Attachment FF, respectively, that are approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period, to the extent such projects terminate exclusively in the First Planning Area.

iii. MISO's portion of the costs associated with TMEPs terminating wholly outside of MISO shall be wholly allocated to Transmission Pricing Zone(s) in the First Planning Region, and shall not be allocated to Transmission Pricing Zone(s) in the Second Planning Region.

B. MTEP Project Cost Allocation After the End of the Second Planning Area's Transition Period

Notwithstanding any other provisions of this Tariff, the costs of Network Upgrades determined eligible for cost-sharing under Attachment FF, shall be allocated after the end of the Second Planning Area's Transition Period as follows:

1. Non-MVP Projects Approved Before the Second Planning Area's Transition Period

Load and/or Pricing Zone(s) in the Second Planning Area shall not be allocated any costs associated with BRPs, GIPs, TDSPs, TMEPs, and MEPs that were approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP before the commencement of the Second Planning

Area's Transition Period. Load and/or Pricing Zone(s) in the First Planning Area shall not be allocated any costs of any projects planned and approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP in the Second Planning Area's transmission plan prior to the commencement of the Second Planning Area's Transition Period.

2. Non-MVP Projects Approved During the Second Planning Area's Transition Period

- (a) After the Second Planning Area's Transition Period, Load and/or Pricing Zone(s) in the Second Planning Area shall not be allocated any costs of any BRPs, GIPs, TDSPs, TMEPS, or MEPs approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period and terminating exclusively in the First Planning Area. Load and/or Pricing Zone(s) in the Second Planning Area shall be responsible for the applicable cost allocation of BRPs, GIPs, TDSPs, TMEPS, and MEPs as set forth in Sections III.A.2.c—III.A.2.h of Attachment FF, respectively, that are approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period, to the extent such projects terminate exclusively in the Second Planning Area. Costs of any non-MVP projects identified, but are not yet approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP, during the Second Planning Area's Transition Period as a solution to meet a need and with a forecast in-service date no more than five (5) years after the end

of the Second Planning Area's Transition Period shall also be allocated pursuant to this Attachment FF-6.

- (b) During the Second Planning Area's Transition Period, Load and/or Pricing Zone(s) in the First Planning Area shall not be allocated any costs of any BRPs, GIPs, TDSPs, TMEPs, or MEPs approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period, or identified, but not yet approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP, during the Second Planning Area's Transition Period as a solution to meet an identified need and with a forecast in-service date that is no more than five (5) years after the end of the Second Planning Area's Transition Period and terminating exclusively in the Second Planning Area. Load and/or Pricing Zone(s) in the First Planning Area shall be responsible for the applicable cost allocation of BRPs, GIPs, TDSPs, TMEPs, and MEPs as set forth in Sections III.A.2.c—III.A.2.h of Attachment FF, respectively, that are approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period, to the extent such projects terminate exclusively in the First Planning Area.

3. First Planning Area MVPs Planned Before Second Planning Area's Transition Period, and Approved Before Second Planning Area's Transition Period

The cost of MVPs terminating exclusively in the First Planning Area, planned exclusively for the benefit of the First Planning Area prior to the Second Planning

Area's Transition Period, and approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP before the Second Planning Area's Transition Period shall only be shared across the Planning Areas if the criteria set forth in Section II.B.3 of this Attachment FF-6 are satisfied, including the calculation of costs and benefits set forth therein, for the Combined MVP Portfolio. If the criteria set forth in Section II.B.3 of this Attachment FF-6 are not satisfied, then the costs of such MVPs shall only be the responsibility of Load and/or Pricing Zones in the First Planning Area.

4. Combined MVP Portfolio MVPs Terminating Exclusively in the Second Planning Area

After the end of the Second Planning Area's Transition Period, provided that the Transmission Provider has identified a Combined MVP Portfolio as defined in Section II.B.3 of this Attachment FF-6, Load in the First Planning Area shall be responsible, pursuant to Attachment FF, for its allocation of costs associated with MVPs terminating exclusively in the Second Planning Area and approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period in the following gradually increasing percentages:

First Year Following Termination of Second Planning Area's Transition

Period: Twelve and one-half percent (12.5%) of the MVP Usage Rate ("MUR"),¹ for the first year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals. Export Schedules, and Through Schedules.

(a) Second Year Following Termination of Second Planning Area's

Transition Period: Twenty-Five percent (25%) of the MUR for the second year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

(b) Third Year Following Termination of Second Planning Area's

Transition Period: Thirty-seven and one-half percent (37.5%) of the MUR for the third year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

(c) Fourth Year Following Termination of Second Planning Area's

Transition Period: Fifty percent (50%) of the MUR for the fourth year following the end of the Second Planning Area's Transition Period, applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

(d) Fifth Year Following Termination of Second Planning Area's

Transition Period: Sixty-two and one-half percent (62.5%) of the MUR for the fifth year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

(e) Sixth Year Following Termination of Second Planning Area's

Transition Period: Seventy-five percent (75%) of the MUR for the sixth

year following the end of the Second Planning Area's Transition Period, applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

(f) Seventh Year Following Termination of Second Planning Area's

Transition Period: Eighty-seven and one-half percent (87.5%) of the MUR for the seventh year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

(g) Eighth Year Following Termination of Second Planning Area's

Transition Period: One-hundred percent (100%) of the MUR for the eighth year and all subsequent years following the end of the Second Planning Area's Transition Period, pursuant to Section III.A.1.g of Attachment FF, applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

5. Combined MVP Portfolio MVPs Terminating Exclusively in the First Planning Area

After the end of the Second Planning Area's Transition Period, provided that the Transmission Provider has identified a Combined MVP Portfolio as defined in Section II.B.3 of this Attachment FF-6, Load in the Second Planning Area shall be responsible for a share of the costs of MVPs terminating exclusively in the First Planning Area and approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP before or during the Second Planning Area's Transition Period in

the following gradually increasing percentages:

- (a) First Year Following Termination of Second Planning Area's Transition Period:** Twelve and one-half percent (12.5%) of the MUR for the first year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.
- (b) Second Year Following Termination of Second Planning Area's Transition Period:** Twenty-Five percent (25%) of the MUR for the second year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.
- (c) Third Year Following Termination of Second Planning Area's Transition Period:** Thirty-seven and one-half percent (37.5%) of the MUR for the third year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.
- (d) Fourth Year Following Termination of Second Planning Area's Transition Period:** Fifty percent (50%) of the MUR for the fourth year following the end of the Second Planning Area's Transition Period, applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.
- (e) Fifth Year Following Termination of Second Planning Area's**

Transition Period: Sixty-two and one-half percent (62.5%) of the MUR for the fifth year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

(f) Sixth Year Following Termination of Second Planning Area's

Transition Period: Seventy-five percent (75%) of the MUR for the sixth year following the end of the Second Planning Area's Transition Period, applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

(g) Seventh Year Following Termination of Second Planning

Area's Transition Period: Eighty-seven and one-half percent (87.5%) of the MUR for the seventh year following the end of the Second Planning Area's Transition Period applied to the Monthly Net Actual Energy Withdrawals, Export Schedules, and Through Schedules.

(h) Eighth Year Following Termination of Second Planning Area's

Transition Period: One-hundred percent (100%) of the MUR for the eighth year and all subsequent years following the end of the Second Planning Area's Transition Period, pursuant to Section III.A.1.g of Attachment FF, applied to the Monthly Net Actual Energy Withdrawals Export Schedules, and Through Schedules.

6. Projects Approved During the Second Planning Area's Transition Period Terminating in Both Planning Areas

After the end of the Second Planning Area's Transition Period, projects (i.e.,

BRPs, GIPs, TDSPs, TMEPs, MEPs, and/or MVPs) approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP during the Second Planning Area's Transition Period that terminate in both Planning Areas shall continue to be allocated in accordance with Attachment FF.

7. Projects Approved After the End of the Second Planning Area's Transition Period

The cost of all projects approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP after the end of the Second Planning Area's Transition Period shall be allocated across the combined First and Second Planning Areas pursuant to Attachment FF, except the cost of those non-MVP projects identified, but not yet approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP, during the Second Planning Area's Transition Period as a solution to meet an identified need and with a forecast in-service date no more than five (5) years after the end of the Second Planning Area's Transition Period and terminating exclusively in the Second Planning Area, which will not be shared with the First Planning Area, pursuant to Section IV.B.2(b) of this Attachment FF-6.

C. Withdrawal Obligations

A Member that withdraws from the Transmission Provider shall remain responsible for all financial obligations incurred pursuant to this Attachment FF-6 while a Member of the Transmission Provider, and payments applicable to time periods prior to the effective date of such withdrawal shall be honored by the Transmission Provider and the withdrawing Member, including those pertaining to Network Upgrade projects approved by the Transmission

Provider's Board of Directors for inclusion in Appendix A of the MTEP after the Second Planning Area's Transition Period while the withdrawing Transmission Owner was still a Member; provided, that, with regard to Network Upgrade projects approved by the Transmission Provider's Board of Directors for inclusion in Appendix A of the MTEP before or during the Second Planning Area's Transition Period, a withdrawing Member in the First Planning Area shall not be responsible for the cost of such projects terminating exclusively in the Second Planning Area, and a withdrawing Member in the Second Planning Area shall not be responsible for the cost of such projects terminating exclusively in the First Planning Area.

¹ See Schedule 26-A.

**ATTACHMENT FF-
ATCLLC**

A. For those Generator Interconnection Projects for which ATCLLC will be a signatory to the Interconnection Agreement under the terms of Attachment X of the Tariff or any successor provision of the Tariff executed by the parties after February 5, 2006, or Generating Interconnection Projects which achieve Commercial Operation after February 5, 2006 with an accepted application date of before April 29, 2019, this Attachment FF-ATCLLC shall apply in lieu of any other provision of the Tariff. However, beginning with Interconnection Requests with an accepted application date of on or after April 29, 2019 (the MISO DPP 2020 generator interconnection queue cycle), ATCLLC will no longer apply the cost allocation provisions in Sections A through D of this Attachment FF-ATCLLC. For Interconnection Requests with an accepted application date of on or after April 29, 2019 (the MISO DPP 2020 generator interconnection queue cycle), ATCLLC will instead follow the generator interconnection cost allocation provisions in MISO's Attachment FF.

B. Generation Interconnection Projects: Network Upgrade costs of Generation Interconnection Projects that are not determined by the Transmission Provider to be Baseline Reliability Projects, or that do not result in the advancement of a Baseline Reliability Project shall be reimbursed by ATCLLC as provided below. All Network Upgrade costs of the Generation Interconnection Projects will be initially paid for by the Interconnection Customer in accordance with the terms of the Interconnection Agreement entered into pursuant to Attachment X or Attachment R of this Tariff. To the extent the Interconnection Customer

demonstrates at the time of commercial operation of the generating facility that the generating facility has been designated as a Network Resource in accordance with this Tariff, or that a contractual commitment has been entered into with a Network Customer for Capacity, or in the case of an Intermittent Resource, for Energy, from the generating facility for a period of one (1) year or longer, it will receive one hundred (100%) reimbursement of reimbursable costs.

C. For all amounts to be reimbursed by ATCLLC to Interconnection Customer in accordance with this Attachment FF – ATCLLC, ATCLLC will reimburse the sums actually received from Interconnection Customer in cash in accordance with the terms of the Interconnection Agreement together with any interest provided for under the terms of the Interconnection Agreement.

D. For all amounts that are reimbursed by ATCLLC to Interconnection Customer in accordance with this Attachment FF-ATCLLC, fifty percent (50%) of such reimbursement will be recovered by ATCLLC under its Attachment O transmission rate formula and the remaining fifty percent (50%) will be recovered in the following manner depending on the voltage class of the Network Upgrade:

- i. Projects of Voltage 100 kV through 344 kV: For projects with a voltage class of 100 kV through 344 kV, 50% of the total reimbursable costs shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the subregional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table (“LODF Table”) developed by the Transmission Provider which is similar in form to that attached hereto as

Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility.

ii. Projects of Voltage 345 kV and Higher: For projects with a voltage class of 345 kV or higher, 10% of the total reimbursable costs shall be allocated on a system-wide basis to all Transmission Customers and recovered through a system-wide rate. The remaining 40% of the total reimbursable costs of a project with a voltage class of 345kV or higher shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the sub-regional allocation of the Project Cost shall be determined on a case-by- case basis in accordance with a Line Outage Distribution Factor Table (“LODF Table”) developed by the Transmission Provider similar in form to that attached hereto as Attachment

FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the subregional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing

zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility.

Attachment FF – ATCLLC Local Planning Process

I. Introduction

American Transmission Company LLC (“ATCLLC”), as a member company of the Transmission Provider, pursuant to 18 C.F. R. §37.1, *et seq.*, establishes the following as the planning requirements applicable to transmission planning activities engaged in by ATCLLC under the provisions of this Tariff effective December 7, 2007, as may from time to time thereafter be modified, changed, or amended, in accordance with the rules and requirements of the FERC or as provided in this Attachment FF-ATCLLC.

II. Applicability

The following shall apply to the transmission planning processes described below in connection with the transmission system planning required to be performed, or which in the determination of ATCLLC should be performed in fulfilling ATCLLC’s obligation to provide interconnection service and open access transmission service for the benefit of all users of its Transmission Facilities under state and federal law, and to assure the availability of reliable transmission service for the use and benefit of all users of ATCLLC’s Transmission Facilities.

III. Purpose

The purpose of this Attachment FF-ATCLLC is to identify and set forth, consistent with the requirements of 18 C.F. R. §37.1, *et seq.*, the practices and procedures of

ATCLLC associated with planning for the addition to, modification of, or extension of ATCLLC's Transmission Facilities.

There are several different planning functions set forth in this Attachment FF-ATCLLC the purpose of which is to identify those changes, modifications, additions or extensions of ATCLLC's Transmission Facilities that are reasonable and appropriate to meet the requests of and needs of ATCLLC's Transmission and Interconnection Customers and the owners of the Distribution Facilities and Transmission Facilities that are interconnected to ATCLLC's Transmission Facilities and to fulfill Public Policy Requirements. Each planning function employs different processes or procedures to arrive at the appropriate electric solution, including the construction of new or modification of existing Transmission Facilities that would meet the needs of ATCLLC's Interconnection and Transmission Customers and the owners of the Distribution Facilities and Transmission Facilities that are interconnected to ATCLLC's Transmission Facilities and fulfill Public Policy Requirements, or which will reduce the delivered cost of electric energy in the area in which ATCLLC's Transmission Facilities are located.

IV. Definitions.

The definitions set forth below shall apply to this Attachment FF-ATCLLC. Any other capitalized term not otherwise defined shall have the meaning set forth in the Transmission Provider's Tariff.

“Best Value Planning” means the consideration of, or evaluation of, one or more alternatives to the proposed construction of new, or the

modification of existing, Transmission Facilities which have been identified in a planning process to determine whether an alternative or alternatives exists that may include the construction of new, or the modification of the existing, Distribution Facilities or Transmission Facilities owned by others that is/are less costly or which may provide greater enhancement to the reliability, capability or integrity of ATCLLC's Transmission Facilities and such interconnected Transmission or Distribution Facilities when compared to the estimated cost of the construction and capability of the proposed new, or the proposed modification of, ATCLLC's Transmission Facilities, while taking into account the environmental considerations, regulatory approvals and the ability to construct the proposed Distribution or Transmission Facilities in a timely and appropriate manner.

“Business Practices” means the practices developed by ATCLLC with the participation of its

Interconnection and Transmission Customers relating to the manner in which certain requests, certain activities, including the compensation to be paid for certain construction-related activities, that affect the Distribution Facilities owned by others that are affected by Transmission Facilities construction are to be handled by ATCLLC and how the owners of Distribution Facilities may be compensated if the construction of Transmission Facilities necessitates the addition to or modification of Distribution Facilities.

“Common Facilities” means those facilities at a Distribution – Transmission, Transmission

– Transmission or Generation – Transmission Interconnection that are used and useful to both ATCLLC and the owner of the interconnected Generating Facility or Distribution Facilities that are located at the Distribution Interconnection or Point of Interconnection. Common Facilities include, but are not limited to batteries, structures that house equipment, ground grids, fences, gravel areas, parking areas, landscaping, access roads, yard lighting, shielding, and screening. Common Facilities do not include land, land rights or Interconnection Facilities.

“Distribution Customer” –means any entity whose Distribution Facilities are directly interconnected to the Transmission Facilities of ATCLLC and who has entered into a Distribution – Transmission Interconnection Agreement with ATCLLC or will, following the Distribution Interconnection Request planning analysis, be required to enter into a Distribution – Transmission Interconnection Agreement with ATCLLC.

“Distribution Interconnection” means the point at which the Transmission Facilities owned by ATCLLC that operate at 50 kV and above interconnect to the Distribution Facilities owned by others that operate at a voltage below 50 kV which serve the purpose of distributing energy to residential, commercial and or industrial end users through one or more distribution systems, or which are intended to support or otherwise enhance the other entity’s ability requesting such Distribution Interconnection to render service to one or more residential, industrial or commercial end users. Distribution Interconnection may, under certain circumstances, include the interconnection of facilities operating at greater than 50 kV if the party requesting such interconnection is a public utility, municipal utility or cooperative utility subject to the laws of the state in which such interconnection is

requested, and the Distribution Interconnection is for the purpose of fulfilling their obligation to render retail transmission or distribution electric service to such residential, commercial or industrial end users under the terms of a contract or state authorized, or municipally approved retail electric service requirement.

“Distribution Facilities” –means the equipment, facilities, or associated elements, including Common Facilities, owned or operated by others that are interconnected to ATCLLC’s Transmission Facilities which are used by such other party to distribute energy to others at voltages below 50 kV, either in the form of distribution transmission service or the retail distribution of energy to residential, commercial or industrial end users.

“Distribution – Transmission Interconnection Agreement” means the agreement entered into between ATCLLC and one or more Distribution Customers, accepted by the FERC, that sets forth the terms and conditions applicable to the interconnection of one or more Distribution Systems to the Transmission Facilities of ATCLLC. A form of the Distribution

– Transmission Interconnection Agreement is set forth at Appendix B to this Attachment FF-ATCLLC. The terms and conditions of the Distribution – Transmission Interconnection Agreement set forth at Appendix B may be changed, modified or revised by ATCLLC in its judgment and determination, but such change modification or revision shall be applicable to those Distribution – Transmission Interconnection Agreements entered into prior to such change, modification or revision only upon the agreement of the parties, or after approval of the FERC. All Distribution – Transmission Interconnection Agreements entered into with new entities shall be submitted for acceptance by the FERC.

“Distribution – Transmission Interconnection Request” means the request of one or more owners of Distribution Facilities to modify or change an existing Distribution Interconnection or to interconnect proposed new Distribution Facilities at one or more locations pursuant to the terms and conditions of an existing Distribution – Transmission Interconnection Agreement or under the terms of a new Distribution – Transmission Interconnection Agreement.

“Generation – Transmission Interconnection” means the interconnection of one or more generating facilities interconnected to ATCLLC under the terms of a Generation – Transmission Interconnection Agreement, accepted by the FERC, entered into by the owner or operator of such generating facility either with ATCLLC only or in conjunction with the Transmission Provider either under the requirements of the FERC or the provisions of Attachments R or X of this Tariff.

“Generation – Transmission Interconnection Agreement” means one or more agreements entered into between ATCLLC and the owners or operators of generating facilities, or the Generator Interconnection Agreement entered into between ATCLLC, the Transmission Provider and the Interconnection Customer under the provisions of Attachment R or Attachment X of the this Tariff that set forth the terms and conditions of interconnection service relating to the interconnection of one or more generating units to ATCLLC’s Transmission Facilities. A form of the Generation – Transmission Interconnection Agreement involving ATCLLC and the Interconnection Customer only is set included at ATCLLC’s external web site at:
<http://www.atc10yearplan.com/A6.shtml>. A form of the Large Generator Interconnection

Agreement employed by the Transmission Provider is set forth at Attachment X of this Tariff. A form of the Small Generator Interconnection Agreement is set forth at Attachment R of this Tariff. All Generation – Transmission Interconnection Agreements to which ATCLLC is a party are or have been submitted to the FERC for acceptance.

“Generation – Transmission Interconnection Request” shall have the same meaning as set forth in this Tariff and shall apply to all requests to interconnect new or increased generating capacity to ATCLLC’s Transmission Facilities irrespective of whether the request is made pursuant to a Generation – Transmission Interconnection Agreement to which ATCLLC is only a party, or whether the request is made pursuant to Attachments R or X or the terms and conditions of a Small Generator Interconnection Agreement or Large Generation-Transmission Interconnection Agreement in which the Transmission Provider is also a party.

“Operating Capability” means the ability of a piece of equipment or any element of the ATCLLC’s Transmission Facilities to operate at any particular level, rate or capability, notwithstanding its Physical Capacity, when operated under the then existing operating conditions in conjunction with other elements of ATCLLC’s Transmission Facilities.

“Public Policy Requirements” means enacted statutes (i.e., passed by the legislature and signed by the executive) and regulations promulgated by a relevant jurisdiction, whether within a state or at the federal level, including duly enacted laws or regulations passed by a local governmental entity, such as a municipal or county government.

“Physical Capacity” means the physical ability of any piece of equipment to operate without failure based upon its physical ability or operating rating or operating limits

determined by the manufacturer or otherwise calculated or determined by ATCLLC to be the physical limit of any one item or element of its Transmission Facilities and as reported by ATCLLC to the Transmission Provider in accordance with the requirements of Appendix B of the ISO Agreement.

“Regional Planning” means the planning engaged in by ATCLLC under the provisions of this Attachment FF-ATCLLC with the owners or operators of the Transmission Facilities that are interconnected with the Transmission Facilities of ATCLLC or the owners and operators of Transmission Facilities that may be affected by any modification, addition or extension of ATCLLC’s Transmission Facilities and pursuant to the provisions of Appendix B of the Agreement of the Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation, MISO FERC Electric Tariff, First Revised Rate Schedule No. 1 and Attachment FF of this Tariff. **“Ten Year Assessment”** means the report published by ATCLLC annually setting forth the planning activities engaged in by ATCLLC relating to its Network Adequacy, which incorporates the Distribution Interconnections and Generation – Transmission Interconnections requested and studied, and the Transmission Service Requests requested by Transmission Service Customers and which identifies those provisional, projected or planned Transmission Facilities construction projects that have been identified that are reasonably believed to meet the requests of ATCLLC’s Interconnection and Transmission Customers, satisfy Public Policy Requirements, and assure the necessary Network Adequacy of its Transmission Facilities to provide safe, reliable transmission service with

sufficient Operating Capability and Physical Capacity to meet the needs of all users of its Transmission Facilities.

“Transmission Customer” shall have the meaning set forth at Section 1.317 of this Tariff.

“Transmission Service Request” shall mean a Transmission Service Request made by a Transmission Customer or prospective Transmission Service Customer made under Module B of this Tariff and shall be governed by the provisions of this Tariff.

“Transmission Service” shall have the meaning set forth in Section 1.327 of this Tariff and shall be provided in accordance with the terms of this Tariff.

“Transmission – Transmission Interconnection” means the interconnection of Transmission Facilities owned by parties other than ATCLLC interconnected to or which are proposed to be interconnected to the Transmission Facilities of ATCLLC, and which are operated, or when constructed, will operate at a voltage greater than 50 kV or which are used by the owner to transmit bulk quantities of energy for or on behalf of itself or its customers under the terms of this Tariff or other comparable transmission service tariff, or pursuant to a contract or agreement and which have been classified by the owner or the appropriate state regulatory authority as Transmission Facilities in accordance with the applicable provisions of Order No. 888 (FERC’s “seven-factor test”).²

“Transmission – Transmission Interconnection Agreement” means the agreement entered

into by ATCLLC and the owners or operators of Transmission Facilities, accepted by the FERC, that sets forth the terms and conditions relating to the interconnection of their Transmission Facilities to the Transmission Facilities owned by ATCLLC.

“**Transmission Facilities**” means the poles, wires, structures, substations, control devices, protection methods, and other related equipment owned by ATCLLC and operated at voltages of 50 kV and above and that are used to render Interconnection Service or Transmission Service to Interconnection and Transmission Customers under the provisions of this Tariff. The term “Transmission Facilities” also refers to like facilities owned by others which are used for the purpose of carrying bulk quantities of electric energy for others or for the ultimate distribution of such electric energy to residential, commercial or industrial end users and which have been classified by the owner or the appropriate state regulatory authority as Transmission Facilities in accordance with the applicable provisions of Order No. 888 (FERC’s “seven-factor test”).³

V. Planning Processes. Consistent with the requirements of 18 C.F. R. §37.1, *et seq.*, ATCLLC sets forth its planning processes in detail below:

A. Planning Purpose. ATCLLC hereby identifies the various planning functions engaged in by ATCLLC. The purpose of each planning function is to either meet the requested need of one or more Interconnection Customers, Transmission Customers, or interconnected entity that owns Distribution Facilities or Transmission Facilities or which are necessary in ATCLLC’s reasonable judgment to insure that ATCLLC’s Transmission Facilities operate in a safe, reliable manner with sufficient Physical Capacity, Operating Capability and reliability to provide adequate transmission service to meet the needs of all users of its Transmission Facilities, fulfill Public Policy Requirements, to fulfill ATCLLC’s legal obligations under state,

local and federal law or regulation, and/or to reduce the cost of energy in the area in which ATCLLC's Transmission Facilities are located.

B. Planning Requests; Planning Requirements. The activities associated with each planning function, together with the processes, procedures and methods employed by ATCLLC depends on the type of request made by one or more Interconnection or Transmission Customers or the owners of the Distribution or Transmission Facilities interconnected to ATCLLC's Transmission Facilities. Additionally, for the purposes of: 1) network adequacy; 2) coordination with the owners of other Transmission Facilities; or 3) coordination with the Transmission Provider and the Pennsylvania-New Jersey-Maryland Interconnect LLC (PJM), ATCLLC engages in planning that in ATCLLC's judgment and determination is necessary to ensure the safe, reliable operation of its Transmission Facilities as a whole and to assure that there is sufficient Physical Capacity, Operating Capability and reliability to render open access, nondiscriminatory Interconnection and Transmission Service to all users of its Transmission Facilities.

C. Planning Functions. In order to assure reliable Transmission Facilities capable of rendering reliable Interconnection and Transmission Service with sufficient Physical Capacity, operating capability or reliability to meet the needs of all Transmission and Interconnection Customers, or the needs of other Distribution Facilities or Transmission Facilities Owners whose Distribution Facilities or Transmission Facilities are interconnected with ATCLLC's Transmission Facilities and to fulfill Public Policy Requirements, ATCLLC engages in the following planning functions:

Distribution – Transmission Interconnection

Planning Generator – Transmission

Interconnection Planning Transmission –

Transmission Interconnection Planning

Transmission Service Planning

Network Adequacy Planning

Regional Coordination Planning (Transmission – Transmission; Transmission Provider

Region; PJM Region)

Economic Project

Planning

D. Applicable Planning Criteria. In carrying out each planning function, ATCLLC shall use: (1) all applicable reliability requirements established by the North American Electric Reliability Corporation (NERC) or any successor Electric Reliability Organization certified by the FERC; (2) the criteria set forth at: <http://www.atc10yearplan.com/A6.shtml>; or (3) any reliability requirements established by the Regional Entities approved by NERC and the FERC, and with whom ATCLLC is registered, including Midwest Reliability Organization (MRO) or Reliability *First* Corporation (RFC); (4) all Public Policy Requirements, and, more specifically, when evaluating potential needs driven by Public Policy Requirements, ATCLLC will consider relevant factors such as: (i) the effective dates, nature and magnitude of the Public Policy Requirements in applicable laws and regulations; (ii) the immediacy or other estimated timing, and extent, of the potential impact on any identified transmission needs; and (iii) the relative significance of any other issues that

have been raised for consideration in ATCLLC's local planning process; and (5) such other criteria as ATCLLC may from time to time determine, provided that in the event that there is any conflict between the criteria developed or employed by ATCLLC and those of MRO, RFC or NERC, then the criteria established by MRO, RFC or NERC shall apply.

E. Controlling Planning Criteria; Modifications to Planning Criteria. In the event that there is any conflict between the reliability criteria established by MRO or RFC, then the criteria established by MRO shall apply. In the event that there is any conflict between the reliability criteria established by MRO, RFC or NERC, then the more conservative or more restrictive criteria shall be applied by ATCLLC in performing its planning functions.

ATCLLC reserves the right to change,

modify, supplement or otherwise revise the criteria employed by ATCLLC and used in connection with any planning process identified in this Attachment FFATCLLC so long as such changed, modified, supplemented or revised criteria are applicable only to planning functions, or to projects proposed, planned or constructed that were identified in such planning functions subsequent to such change, modification, supplement or revision to the criteria, and provided further that such change, modification, supplement or revision shall become applicable thirty (30) days following the posting by ATCLLC of such revised criteria at: <http://www.atc10yearplan.com/A6.shtml> setting forth such change, modification, supplement or revision to the reliability criteria employed in any planning function or when required by NERC, MRO or RFC. To the extent that the criteria employed by ATCLLC are not governed by the reliability criteria of NERC, MRO, RFC, or the rules and regulations of the FERC, or state, local or federal law or regulation establishing Public Policy Requirements, ATCLLC

shall employ such criteria as, in ATCLLC's judgment, will provide the more effective means of planning for reliable Transmission Facilities that can be constructed in a cost effective manner, taking into account any state, local, federal legal or regulatory requirements that may be applicable, specifically including Public Policy Requirements, while taking into account Best Value Planning associated with any project identified which is proposed to be constructed as a result of the study or studies or other assessment performed in connection with one or more of the planning functions.

F. Planning Assessment Tools. ATCLLC employs a number of planning assessment tools in order to properly assess the Distribution – Transmission Interconnection Requests, the Generation – Transmission Interconnection Requests, the Transmission – Transmission Interconnection Requests, the network adequacy of its Transmission Facilities, and the inter-relationship of the results of its transmission plans on adjoining Distribution Facilities or Transmission Facilities owners or the Transmission Provider Region or PJM Region as a whole, particularly in connection with the evaluation of proposed transmission projects that are based upon economic factors as well as reliability, capability and safety factors. The assessment tools employed by ATCLLC are set forth at: <http://www.atc10yearplan.com/A6.shtml>. ATCLLC reserves the right to discontinue the use of certain assessment tools, or to add additional assessment tools in its reasonable judgment.

To the extent that ATCLLC discontinues the use of assessment tool, or begins using an assessment tool in connection with any of the planning functions identified below, the use of such assessment tool or tools or the discontinuance of the use of any assessment tool shall be

effective upon posting such discontinuance by ATCLLC on the web page:

<http://www.atc10yearplan.com/A6.shtml>. Any interested party may request, in writing, copies of the models developed using the assessment tools employed by ATCLLC in performing any planning function or associated analysis or assessment, and ATCLLC shall provide copies of such models under appropriate confidentiality agreements, subject to the rules and regulations of the FERC. To the extent that such models are used in connection with any proprietary software, hardware or other process owned or distributed by parties other than ATCLLC, ATCLLC will identify the items required to run the requested models, but ATCLLC makes no representation concerning the use of or availability of any proprietary software, hardware or other process necessary to operate any model or assessment tool used or employed by ATCLLC. Any costs associated with acquiring the necessary software, hardware or other process to run or operate any model employed by ATCLLC in any planning function is the responsibility of the party requesting such model or assessment tool.

VI. Descriptions of Planning Functions. The means, methods, processes and procedures associated with each planning function are set forth below:

A. Distribution – Transmission Interconnection Planning

1. Distribution Interconnection Request. Any entity that owns or operates Distribution Facilities shall be entitled to make a request to modify any existing Distribution Interconnection or to propose a new Distribution Interconnection. To the extent that the party making such request is a party to a Distribution – Transmission Interconnection Agreement, the terms and conditions of the Distribution – Transmission Interconnection Agreement shall apply. To the extent that such entity is not yet a party to a

Distribution – Transmission Interconnection Agreement, ATCLLC shall perform the study or assessment provided for in this Attachment FF- ATCLLC, provided such entity enters into such Distribution – Transmission Interconnection

Agreement prior to the need on the part of ATCLLC to seek any state regulatory approval for, or to engage in, the construction of any Transmission or Interconnection Facilities that are determined to be necessary as a result of the study or assessment performed. The planning associated with any new, or modified Distribution Interconnection shall be undertaken upon receipt by ATCLLC of a written request by any entity and shall be subject to the load interconnection business practice established by ATCLLC. ATCLLC shall post its load interconnection business practice on its external web site at:

<http://www.atc10yearplan.com/A6.shtml> for review by all interested parties. ATCLLC reserves the right to amend, modify, revise or supplement its Load Interconnection Business Practice.

No amendment, modification, revision or supplement shall be effective until an amended, modified, revised or supplemented load interconnection business practice is posted on ATCLLC's external web site. All Distribution Interconnections are also subject to, and governed by, the terms and conditions of the Distribution – Transmission Interconnection Agreement between ATCLLC and the owners or operators of Distribution Facilities that are interconnected to ATCLLC's Transmission Facilities.

2. Distribution Interconnection Study Request Queue. Distribution

Interconnection requests are studied or assessed by ATCLLC primarily upon a first come, first served basis. ATCLLC maintains a queue of Distribution Interconnection requests made by those entities owning Distribution Facilities that are interconnected to ATCLLC's Transmission

Facilities. Each request is studied in the order in which such request was received, unless the requested date for in-service of the modification of an existing Distribution Interconnection or the establishment of a new Distribution Interconnection requires that ATCLLC study a Distribution Interconnection request prior to other earlier received requests, or the party requesting such Distribution Interconnection identifies such other circumstances, including but not limited to, loss of load, low voltage, or potential emergency circumstances that, in ATCLLC's judgment and determination, require that a later received request should be studied prior to earlier received requests, but which have a later in-service date or which do not involve any exigent circumstances. Subject to the forgoing, upon receipt of a written load interconnection request pursuant to the load interconnection business practice from an entity with whom ATCLLC has entered into a Distribution – Transmission Interconnection Agreement, or the same or similar request from any entity not currently a party to a Distribution – Transmission Interconnection Agreement, ATCLLC shall conduct the appropriate evaluation of its Transmission Facilities employing such models and such assessment tools as are appropriate in order to determine what if any modification, addition, or extension of its existing Transmission Facilities may be required in order to accommodate the new or modified Distribution Interconnection.

3. Communication; Information. ATCLLC shall communicate with the entity making such Distribution Interconnection request consistent with the load interconnection request business practice, and consistent with the requirements of 18 C.F.R. §358.1, *et seq*⁴. As frequently as is necessary to insure that the request of the Distribution Facilities' owner is appropriately addressed and that ATCLLC has sufficient information in

order to properly assess the impact of the modification of the existing Distribution Interconnection or the proposed new Distribution Interconnection upon ATCLLC's Transmission Facilities. The entity making the written Distribution Interconnection request, in addition to the information required under the load interconnection business practice, shall, at the request of ATCLLC, provide such other information to ATCLLC as ATCLLC reasonably believes necessary, including but not limited to any studies performed by such entity, the estimated costs determined by such entity, and such other information as ATCLLC in its reasonable judgment shall determine. To the extent that such Distribution Interconnection request is received from an entity not currently a party to a Distribution – Transmission Interconnection Agreement, ATCLLC shall commence and continue the study of such modification or new Distribution Interconnection, provided such entity agrees to enter into a Distribution – Transmission Interconnection Agreement and enters into such agreement prior to ATCLLC being required to seek regulatory approval for the construction of any Transmission Facilities determined to be necessary as a result of such study. In the event that no regulatory approval is required prior to the construction of any Transmission Facilities determined to be necessary, then the parties shall enter into such Distribution – Transmission Interconnection Agreement prior to the commencement of construction of any Transmission Facilities.

4. Distribution Interconnection Planning Meetings. In addition to specific Distribution Interconnection requests, ATCLLC shall, at periodic intervals, hold meetings with individual owners of Distribution Facilities, either collectively, individually, or in small groups of similarly situated or electrically inter-related Distribution Facilities in order

to assess the need for specific load interconnection requests and to assess whether the current load interconnection requests are appropriate to meet the needs of an owner of such Distribution Facilities. Such meetings will also provide an opportunity for ATCLLC to obtain such other information, or to validate previously received information, and to discuss with such Distribution Facility owners whether the studies or assessments then being performed or which are to be performed, are appropriate to meet their respective needs, and to determine whether the study models or assessment tools are appropriate for the particular Distribution Interconnection or Distribution Facilities owner's requirements.

ATCLLC shall conduct meetings regularly and involve those owners of Distribution Facilities whose distribution systems are, or based on ATCLLC's initial assessment, may be affected by a proposed Distribution Interconnection or which may be experiencing significant change, modification or revision. ATCLLC shall organize such meetings, and solicit information for the agenda for such meetings. Meetings may be telephonic or may be located at the offices of one of the owners in Distribution Facilities or one of the offices of ATCLLC depending on the location of the principal offices of the owner of the Distribution Facilities.

5. Study Results. Upon completion of its study or assessment, ATCLLC shall, consistent with the rules and regulations of the FERC relating to Standards of Conduct and Critical Energy Infrastructure Information (CEII), provide to the party requesting the Distribution Interconnection the results of its study or assessment, and shall identify the Transmission Facilities that, based on its study, have been determined to be necessary to permit the modification of the existing Distribution Interconnection or to interconnect the proposed new Distribution Interconnection together with a preliminary estimate of the costs

associated with the regulatory approval of, if any, and the estimated cost of constructing such Transmission Facilities.

6. Best Value Planning. In addition, ATCLLC and the party requesting such

Distribution Interconnection, shall engage in Best Value Planning to determine whether there are

other distribution system modifications, additions or extensions that may provide the same or greater benefit to facilitate the modification to the existing Distribution Interconnection or which will support the proposed new Distribution Interconnection at a lower estimated cost, or which, for a greater estimated cost, could provide a greater benefit to both the Distribution Facilities and the Transmission Facilities. The entity requesting such Distribution Interconnection shall provide such additional information, as ATCLLC may reasonably request including the estimated cost of constructing such alternatives to the Transmission Facilities identified in ATCLLC's study or studies or other assessment.

7. Effect on other Transmission or Distribution Systems. To the extent that a Distribution Interconnection Request is determined to have, an impact on the Distribution or Transmission Facilities owned by others or Public Policy Requirements, ATCLLC shall provide the information necessary or the results of its study or assessment to the owner or owners of such other Distribution or Transmission Facilities subject to the rules and regulations of the FERC relating to Standards of Conduct and CEII. To the extent appropriate, ATCLLC, the party requesting the Distribution Interconnection and the party or parties owning such affected Distribution or Transmission Facilities shall engage in such further planning and assessment, including such meetings (whether telephonic or in person), including Best Value Planning to determine what Distribution or Transmission Facilities may be required to fulfill

the Distribution Interconnection request, giving consideration to the impact of such interconnection on the Transmission Facilities of ATCLLC and the impact of such Distribution Interconnection request on the Distribution or Transmission Facilities of such other party or parties.

8. Inclusion of Distribution Interconnection Request Study Results in other

Planning Functions. To the extent necessary and appropriate, ATCLLC shall incorporate the results of the studies or assessments performed for any and all Distribution Interconnection requests in its network assessment. ATCLLC shall reflect such modifications to existing Distribution Interconnections or proposed new Distribution Interconnections in any Generation – Transmission Interconnection study or assessment or in any other Distribution Interconnection study or assessment that may be electrically affected by the Distribution Interconnection request, and the Transmission Facilities that are determined to be necessary as a result of such study or studies or other assessment shall be incorporated into such other planning function, including but not limited to, other Distribution Interconnection requests, Generation Interconnection requests, Transmission Service Request, network assessment, regional plans, or the MISO Transmission Expansion Plan (“MTEP”), to the extent necessary or appropriate to reflect the effect of such request or the Transmission Facilities determined necessary to fulfill such request on the configuration or ATCLLC’s Transmission Facilities, and shall be incorporated in any models or assessment tools utilized in such other planning functions.

9. Cost Allocation of Transmission Facilities Required to Fulfill a Distribution Interconnection Request. The allocation of the costs of any Transmission

Facilities constructed by ATCLLC determined to be necessary to fulfill any Distribution

Interconnection request shall be handled in the following manner:

A. To the extent that such Transmission Facilities are necessary to permit ATCLLC to render adequate service under the terms of the Distribution – Transmission Interconnection Agreement, the costs associated with the construction of such Transmission Facilities shall be paid for by ATCLLC and those costs incurred shall be recovered in accordance with the provisions of Attachment O of this Tariff, or as otherwise may be recovered under the provisions of Attachment FF of this Tariff, or any successor provisions of this Tariff that permit

ATCLLC to recover its capital costs and revenue requirement associated with rendering Transmission and other services.

B. To the extent that any portion of the costs associated with the Distribution – Transmission Interconnection are governed by the business practices adopted by ATCLLC, then the responsibility for the payment of such costs shall be initially allocated between the Distribution Customer and ATCLLC in accordance with such business practices.

C. To the extent that any Transmission Facilities required to meet the needs of any Distribution Interconnection Request qualifies as a Baseline Reliability Project or to fulfill any Public Policy Requirement under the provisions of Attachment FF of this Tariff, then the costs associated with such Transmission Facilities shall be allocated in accordance with the provisions of Attachment FF of this Tariff.

B. Generator – Transmission Interconnection Planning

1. Generator Interconnection Requests. Requests received to interconnect new generating facilities or to modify existing Generator – Transmission Interconnections, to the extent that such request involves new generating capacity or an increase in the generating capacity currently interconnected to ATCLLC’s Transmission Facilities at a Generation Interconnection are governed under the terms of Attachments R and X of this Tariff.

All requests to interconnect new or to increase the generating capacity of existing generating facilities shall be made to the Transmission Provider pursuant to either Attachment R or Attachment X of this Tariff. All studies required to assess the impact of such new or increased generating capacity shall be performed in accordance with Attachment R or Attachment X of this Tariff. The results of such studies, together with the Transmission Facilities that are determined to be required to interconnect such new or increased generating capacity shall be reflected in either an amendment to the existing Generation – Transmission Interconnection Agreement between ATCLLC and the Interconnection Customer, or where appropriate, between ATCLLC, the Interconnection Customer and the Transmission Provider, or a new Large Generator Interconnection Agreement or Small Generator Interconnection Agreement entered into pursuant to Attachment X or Attachment R of this Tariff.

2. Requests to Modify Existing Generation – Transmission Interconnections That Do Not Involve an Increase in Generating Capacity. Any Interconnection Customer may request, in writing, that ATCLLC perform any necessary studies or assessment of the impact of proposed modifications, additions, or supplemental Interconnection Facilities or auxiliary facilities to be installed by the Interconnection

Customer at the existing Generation Interconnection with ATCLLC's Transmission Facilities or any Common Facilities located at the Point of Interconnection. In addition to the requirements set forth in this Attachment FF-ATCLLC, the results of such studies, together with the Transmission Facilities that are determined to be required to accommodate such modifications or additions may be reflected, if necessary, in an amendment to the existing Generation – Transmission Interconnection Agreement between ATCLLC and the Interconnection Customer pursuant to Attachment X or Attachment R of this Tariff.

3. Generation – Interconnection Request. Upon receipt by the Transmission Provider of a request under either Attachments R or X of this Tariff, the studies required under this Tariff shall be performed at the direction of the Transmission Provider. If the request does not involve new generating capacity or an increase in the generating capacity at an existing Point of Interconnection, then ATCLLC shall study or assess the impact on ATCLLC's Transmission Facilities of any modification, addition or supplement to the Interconnection Facilities, Common Facilities, or auxiliary facilities of the Interconnection Customer. ATCLLC shall perform such studies or assessment using such models or assessment tools as ATCLLC shall determine. ATCLLC shall perform such study or assessment in a reasonable period of time following receipt of such request. ATCLLC shall complete such study or assessment not more than ninety (90) days following receipt by ATCLLC of sufficient information from the Interconnection Customer to permit ATCLLC to perform the appropriate study or assessment of the impact of such addition, modification or supplement to the Interconnection Facilities, Common Facilities, or auxiliary facilities located at the Generation – Transmission Interconnection.

4. Generation – Transmission Interconnection Information;

Communication. The Interconnection Customer shall provide ATCLLC with sufficient information in order to permit ATCLLC to perform such studies or assessments necessary to determine the impact of the addition, modification or supplement to the Interconnection Facilities, Common Facilities, or auxiliary facilities may have on ATCLLC's Transmission Facilities. The information that the Interconnection Customer shall supply shall include, but not be limited to information consistent with Attachments R and X of this Tariff, and such other information ATCLLC reasonably determines to be required to permit ATCLLC to perform the assessment or analysis. The Interconnection Customer and ATCLLC shall communicate as frequently as necessary in order to insure that ATCLLC has sufficient information to appropriately study or assess the impact of the change, modification, addition or supplement to the Interconnection Facilities, Common Facilities, or auxiliary facilities at the Generation – Transmission Interconnection.

5. Study Results; Completion. Upon receipt of the necessary information, ATCLLC shall, within a reasonable period of time not to exceed ninety (90) days following receipt of sufficient information from the Interconnection Customer, complete the study or studies or make such other appropriate assessment of the impact of the change, modification, addition or supplement to the Interconnection Facilities, Common Facilities or auxiliary facilities at the Generation – Transmission Interconnection. Upon completion of the study or studies or other assessment, ATCLLC shall post on ATCLLC's external web site a copy of such study or studies or other assessment to the Interconnection Customer which shall identify the modifications, additions or

extensions of ATCLLC's Transmission Facilities, together with the preliminary estimated costs, that ATCLLC has determined are required as a result of the change, modification, addition or supplement at the Generation – Transmission Interconnection.

6. Impact on Other Systems. To the extent that the impact of the change, modification, addition or supplement of the Interconnection Facilities, Common Facilities or auxiliary facilities at the Generation – Transmission Interconnection, based on ATCLLC's study or assessment, may have an impact on the Distribution or Transmission Facilities owned by others or Public Policy Requirements, ATCLLC shall so advise the Interconnection Customer. To the extent permitted and authorized in writing by the Interconnection Customer, ATCLLC will make a copy of its study or studies or other assessment available to the owners of the Distribution or Transmission Facilities that may be affected by the change, modification, addition or supplement to the Generation – Transmission Interconnection. To the extent authorized, ATCLLC, the Interconnection Customer and the owner or owners of the Distribution Facilities or Transmission Facilities that are affected by the change, modification, addition or supplement at the Generation – Transmission Interconnection shall engage in Best Value Planning to determine if there are other, less costly, or more appropriate solutions, other than the changes, modifications, additions or extensions of ATCLLC's Transmission Facilities in order to meet the Interconnection Customer's request, taking into account the environmental concerns, regulatory concerns (including Public Policy Requirements), and the estimated cost of such alternative or alternatives. Upon completion of any Best Value Planning, ATCLLC shall provide the Interconnection Customer with the results of such Best Value Planning study or assessment.

7. Inclusion of Generation Interconnection Studies in Other

Planning Functions. The results of all studies or assessment of Generation Interconnections, whether performed pursuant to Attachments R or X of this Tariff, or the provisions of this Attachment FF-ATCLLC, shall be included by ATCLLC in any other planning function, and the Transmission Facilities that are determined to be necessary as a result of such study or studies or other assessment shall be incorporated into such other planning function, including but not limited to, other Generation Interconnection requests, Network Assessment, Regional Plans, or the MTEP, to the extent necessary or appropriate to reflect the effect of such change on the configuration or ATCLLC's Transmission Facilities, and shall be incorporated in any models or assessment tools utilized in all affected planning functions.

8. Allocation of Generation – Transmission Facilities Costs. To the extent that ATCLLC constructs any Transmission Facilities to fulfill any Generation Interconnection Request, the costs associated with such Transmission Facilities shall be allocated to the extent such Generation Interconnection Request is governed by the provisions of Attachment R or Attachment X of this Tariff. Then the costs associated with the construction of any Transmission Facilities required in connection with fulfilling such Generation Interconnection Request shall be allocated in accordance with the provisions of Attachment R or Attachment X, the provisions of the Small Generator Interconnection Agreement, the provisions of the Large Generator Interconnection Agreement, or the provisions of Attachment FF of this Tariff as applicable.

C. Transmission Service Planning

1. Transmission Service Requests. Transmission Service Requests shall be governed by the terms of this Tariff. Any request for Network Integration Transmission Service, Firm Point-to-Point Transmission Service, Interruptible Transmission Service or any other transmission-related service, including but not limited to, the change to any receipt or delivery point under any existing Transmission Service Agreement, or the receipt of any ancillary services, shall be made to the Transmission Provider and shall be governed by the provisions of this Tariff. The results of any studies or assessments performed in connection with any Transmission Service Request shall be included in any other planning function that may be affected by such Transmission Service Request, including but not limited to Distribution Interconnection Requests, Generation Interconnection Requests, Network Assessment, Public Policy Requirements, or Regional Planning, or the MTEP, to the extent necessary or required.

2. Allocation of Transmission Facilities Costs Related to Transmission Service Requests. To the extent that the study or assessment of any Transmission Service Request results in the construction of any Transmission Facilities, the costs associated with the construction of such Transmission Facilities shall be allocated in accordance with the provisions of this Tariff and the provisions of ATCLLC's Attachment O to this Tariff. To the extent that the Transmission Facilities are determined to be a Baseline Reliability Project, or Market Efficiency Project, or necessary to fulfill a Public Policy Requirement, then the costs associated with the construction of such Transmission Facilities shall be allocated in accordance with Attachment FF of this Tariff.

D. Network Adequacy Planning

1. Network Assessment; Ten Year Assessment. In addition to assessments made in connection with any requests made by any Interconnection or Transmission Customers, or the owners of any Distribution or Transmission Facilities interconnected with ATCLLC's Transmission Facilities, ATCLLC performs an assessment of the need to modify, extend, or construct new Transmission Facilities to provide, safe, reliable, Interconnection and Transmission Service and to insure that its Transmission Facilities are capable of providing and have the Physical Capacity and Operating Capability to reliably provide adequate Transmission Service to meet the needs of all users of its Transmission Facilities and to fulfill all Public Policy Requirements. Each year, ATCLLC shall perform such studies and assessments of various attributes and elements of its Transmission Facilities in order to determine whether any change, modification, extension or addition to its Transmission Facilities is required over the next ten (10) year period. The results of such studies and assessments shall be published as ATCLLC's *Ten Year Assessment* (TYA). As described in more detail below, the TYA shall make an assessment of the Transmission Facility construction projects over a ten year planning horizon, and shall determine whether such projects are provisional, proposed or planned. For the purposes of this Attachment FF-ATCLLC and the TYA, a provisional project is one that has been identified, based on an initial assessment of one or more needs of ATCLLC's Transmission Facilities, either from a reliability, Physical Capacity, maintenance, Operating Capability or, Public Policy Requirement or economic requirement. However, the information available to support the need determination is either not yet sufficient or warrants further evaluation before the need can be adequately determined. For the purposes of this Attachment

FF-ATCLLC and the TYA, a proposed project is one for which the electrical need has been sufficiently determined from a reliability, Physical Capacity, maintenance, Operating Capability, Public Policy Requirement or economic requirement, but for which there are more than one electrical solutions that could result in changes, additions, modifications or extensions to one or more elements of ATCLLC's Transmission Facilities. For the purposes of this Attachment FF-ATCLLC and the TYA, a planned project is one that is sufficiently justifiable on the basis of the electrical need to support the reliability, Operating Capability, maintenance, Physical Capacity, Public Policy Requirement or economic requirements of ATCLLC's Transmission Facilities and that all other electrical solution alternatives have been considered and the planned projects determined to be the Transmission Facilities construction project that will meet the needs of ATCLLC and its Transmission and Interconnection Customers, and the needs of the owners of the Distribution and Transmission Facilities that are interconnected to ATCLLC's Transmission System.

2. Participation in and Information Gathering For the Network

Assessment and the TYA. For the purposes of the TYA and the general Network Assessment, ATCLLC, not less frequently than annually, shall solicit information from all Interconnection Customers, Transmission Customers and the owners of all Distribution Facilities that are interconnected to ATCLLC's Transmission System, and other stakeholders, specifically including information relating to Public Policy Requirements. Each party shall be contacted by using the form letters included on ATCLLC's web page at: <http://www.atc10yearplan.com/A6.shtmlpage>, which request the supply of certain information concerning each recipient's current and projected use of ATCLLC's Transmission Facilities or

the needs of their respective Interconnection or Distribution Facilities. Additionally, ATCLLC shall post on its web page a solicitation for information from stakeholders including federal, state, and local regulators regarding needs driven by Public Policy Requirements and potential Transmission Facilities to address those needs. The information set forth in such letters or received in response to such web page posting, shall be collected and compiled and taken into account in any models and assessment tools that ATCLLC uses to study and make its assessment of its Transmission Facilities requirements. In addition to the information solicited from all interconnected entities, federal, state and local regulators and other stakeholders as provided in this paragraph, ATCLLC shall contact such interconnected parties or other stakeholders as it deems necessary or appropriate to obtain all additional information, including, but not limited to load forecasts, generation requirements, generation retirements, generation outage schedules, demand response availability, including any demand response resources available to reduce demand for any interconnected entity that is interconnected to the facilities of ATCLLC or any entity that is interconnected to ATCLLC's facilities, and distribution construction programs, and Public Policy Requirements. ATCLLC shall incorporate or otherwise take into account the information provided by all Distribution Facilities owners, and shall incorporate or otherwise take into account all Distribution, Generation Interconnection and Transmission Service Requests previously studied or assessed by either ATCLLC or the Transmission Provider in conducting its studies and assessment of its Transmission Facilities needs. Furthermore, ATCLLC shall affirmatively conduct its own reasonable inquiries, if deemed necessary by ATCLLC, in an effort to ascertain the existence of any relevant Public Policy Requirements not identified through other means (*i.e.*, identified to ATCLLC by stakeholders), and ATCLLC shall incorporate or otherwise take into account

all relevant information regarding Public Policy Requirements, without regard to whether such information was obtained from a stakeholder or resulted from ATCLLC's affirmative inquiry.

3. Information Verification. ATCLLC shall communicate with any party supplying information to be incorporated in or otherwise taken into account in performing the studies or assessments associated with the TYA. Such communication may be individually with the entity supplying such information, or may be with more than one owner of Distribution Facilities to the extent that their respective systems are electrically interrelated or otherwise have an impact or effect on their respective use or interconnection to ATCLLC's Transmission Facilities. To obtain information, or to verify information that has been supplied, ATCLLC may:

A. Meet individually with the entity supplying the information, including Public Policy Requirement information. To the extent of such meeting, ATCLLC shall coordinate the date, time and location of such meeting or meetings, whether such meetings are to be telephonic or in person, and shall coordinate the determination of the agenda. Any such meetings shall be conducted in accordance with the requirements of ATCLLC's Standards of Conduct Agreements, the FERC's Standards of Conduct, and shall take into account the requirements of the FERC in connection with CEII.

B. Communicate telephonically or electronically with representatives of such entity supplying information requested or received by ATCLLC in connection with the TYA. Any meetings or communications shall be as frequent as the party supplying the information may request or as ATCLLC may determine to assure itself that the information supplied by such entity is complete, accurate and sufficient to permit ATCLLC to

incorporate such information in the studies or assessments associated with the TYA. To the extent that ATCLLC has affirmatively identified relevant Public Policy Requirements, as referenced in V.D.2, above, ATCLLC shall make inquiries, or take any other action, necessary to assure itself that the information regarding the Public Policy Requirement is complete, accurate, and sufficient to incorporate such information in the studies or assessments associated with the TYA.

4. Information Review/Feedback by Stakeholders. Following the verification of the data provided by interconnection customers, Transmission Customers and the owners of all Distribution Facilities that are interconnected to ATCLLC's Transmission System, ATCLLC shall hold one or more meeting with customers and stakeholders to discuss the assumptions set forth for inclusion in the TYA and the models and assessment tools that will be used to perform the assessment, including the Public Policy Requirements. The meeting or meetings to discuss the TYA shall be held by ATCLLC at such locations and at such times as may be convenient for customers and other stakeholders. ATCLLC shall establish the date, time, and place for such meeting or meetings and ATCLLC shall post notice of such meeting or meetings on its external web site to provide notice to all parties in advance of such meeting or meetings. Information regarding assumptions and models, including Public Policy Requirements, shall be posted on ATCLLC's external web site. ATCLLC shall post on its web site an explanation of which transmission needs driven by Public Policy Requirements that will be considered in study assumptions, as well as any suggested Public Policy Requirements that will not be considered in study assumptions. ATCLLC shall also post on its

web site an explanation as to why relevant transmission needs driven by Public Policy

Requirements were, or were not, considered by ATCLLC in its study assumptions.

Any interconnection customer, Transmission Customer, owner of Distribution Facilities or Transmission Facilities, as well as any other stakeholder, including state regulators, local, state and federal governmental officials, and members of interested community organizations shall be entitled to participate in such meeting or meetings held to discuss assumptions and models, specifically including a discussion of ATCLLC's decision to include in, or exclude from, its proposed models any transmission needs driven by Public Policy Requirements. Participants in such meetings, or thereafter, shall be entitled to comment on, provide additional information associated with, or otherwise offer suggested revisions, changes, modifications or additions to the assumptions that will be used in performing the studies required by the TYA, specifically including ATCLLC's decision to include in or exclude from proposed models any transmission needs driven by Public Policy Requirements . Furthermore, Stakeholders may comment on the inputs provided to ATCLLC. Such comments, provided they are predicated on relevant facts, information not available during the study, or evaluation of the Network requirements, shall be considered by ATCLLC, and to the extent appropriate, included in the evaluation of the Network requirements, and may be included in the TYA analysis.

5. Studies and Assessments. ATCLLC shall perform such studies or assessments of its Network requirements employing the assessment tools set forth on ATCLLC's external web page at: <http://www.atc10yearplan.com/A6.shtml> as ATCLLC determines are appropriate or necessary, given the information supplied by the entities interconnected to its Transmission Facilities and interested stakeholders (specifically including,

without limitation, identification by such stakeholders of 1) needs driven by Public Policy Requirements and/or 2) potential Transmission Facilities to address those needs), or resulting from ATCLLC's own inquiries. ATCLLC reserves the right to verify the information supplied by others, or to make such additional assessments of the needs, systems or utilization of ATCLLC's Transmission Facilities as ATCLLC determines are appropriate in order to assure itself that the information utilized in any such model or assessment tool is as accurate and complete as necessary to permit ATCLLC to perform an appropriate assessment of its Network requirements. Further, ATCLLC shall, to the extent necessary, obtain from the Transmission Provider any information that the Transmission Provider may have, including Public Policy Requirements, or employ any models developed by the Transmission Provider which will facilitate or otherwise permit ATCLLC to make an appropriate evaluation or assessment of the Network requirements for its Transmission Facilities.

6. Network Assessment Study Results. Upon the completion of its assessment of its Network requirements, ATCLLC shall publish and distribute to all parties wishing to receive a copy, its TYA. The TYA shall set forth the information obtained, the assumptions used in making such evaluation of its network requirements, including all Public Policy Requirements and shall identify the Transmission Facilities construction projects, including all Distribution Interconnections, Generation Interconnections, and other construction projects that ATCLLC has determined will meet the needs of its Interconnection Customers, Transmission Customers and the owners of the distribution systems interconnected to ATCLLC's Transmission Facilities and fulfill Public Policy Requirements over the next ten (10) year period. In determining the Transmission Facilities to be included

in the TYA, ATCLLC shall include those Transmission Facilities that provide the most benefit to meet the needs of its Distribution Customers, Transmission Customers and all other parties whether interconnected to ATCLLC's Transmission Facilities or not, taking into account Public Policy Requirements and the effect of any demand response resource on overall network requirements and Public Policy Requirements. ATCLLC will determine the Transmission Facilities to be included in the TYA based upon a comparison of the reasonably estimated costs of construction of the Transmission Facilities and the reasonably estimated costs of any other transmission, generation or demand response resources proposed by others (provided the estimated costs are provided by the party proposing such other transmission, generation or demand response resource) based upon the ability of such alternatives to meet Public Policy Requirements and the anticipated needs of ATCLLC's Distribution Customers, Transmission Customers, and all other parties whether interconnected to ATCLLC's Transmission Facilities or not. The Transmission Facilities construction projects shall be identified as provisional, proposed, and planned, as defined in the TYA and this Attachment FF-ATCLLC. With respect to identified transmission needs driven by Public Policy Requirements, ATCLLC will provide in the TYA a written explanation of ATCLLC's decision to include in the TYA, or to exclude from the TYA, Transmission Facilities that would satisfy such transmission needs.

7. TYA Distribution. ATCLLC shall publish the TYA annually on its external web site and shall inform all entities that are interconnected to its Transmission Facilities, all state utility regulators in the states in which ATCLLC owns Transmission Facilities, and all other

stakeholders of the availability of the TYA.

8. TYA Evaluation. Following the publication of the TYA on its external web site and its dissemination of the notice to interconnected parties and other stakeholders, ATCLLC shall hold one or more meeting(s) with customers, state regulators and other stakeholders to discuss the conclusions set forth in the TYA, and the Transmission Facilities identified as provisional, proposed or planned solutions to meet the needs of ATCLLC's transmission system as a whole , specifically including any solutions intended to satisfy Public Policy Requirements and ATCLLC's decision to include in the TYA, or not to include in the TYA. Transmission Facilities that would satisfy identified transmission needs driven by Public Policy Requirements. The meeting or meetings to discuss the TYA shall be held by ATCLLC at such locations and at such times as may be convenient for customers and other stakeholders. ATCLLC shall establish the date, time, place for such meeting or meetings following the publication of the TYA and shall post notice of such meeting or meetings on its external Web site to provide notice to all parties. Any interconnection customer, Transmission Customer, owner of Distribution Facilities or Transmission Facilities, as well as any other stakeholder, including state regulators, local, state and federal governmental officials, and members of interested community organizations shall be entitled to participate in such meeting or meetings held to discuss the TYA. Participants in such meetings, or thereafter, shall be entitled to comment on, provide additional information associated with, or otherwise offer suggested revisions, changes, modifications or additions to the conclusions reached in the TYA, and the identification of Transmission Facilities construction projects as set forth in the TYA, specifically including Transmission Facilities identified by ATCLLC as being necessary to

meet a need driven by Public Policy Requirements. Such comments, provided they are predicated on relevant facts, information not available during the study or evaluation of the network requirements shall be considered, and to the extent appropriate, included in the next evaluation of the Network requirements, and may be included in succeeding TYA. With respect to any ATCLLC decision regarding Transmission Facilities identified by ATCLLC as being potentially necessary to meet a need driven by a Public Policy Requirement: ATCLLC reserves the right to reconsider its decision regarding such Transmission Facilities following receipt of additional information or comments from stakeholders, as discussed herein, or following further review of the TYA unilaterally initiated by ATCLLC; and to, time permitting, revise the TYA for the relevant year to address ATCLLC's revised decision regarding such Transmission Facilities.

9. Customer Evaluation Committee. In accordance with the Settlement entered into in Docket No. ER04-108-000 as approved by the FERC5, ATCLLC shall, by October 1 of each year, provide information to its Interconnection and Transmission Customers concerning the Transmission Facilities construction projects that it intends to engage in during the next succeeding year, together with the estimated costs associated with such Transmission Facilities construction projects. ATCLLC shall post its proposed Revenue Requirement, including its forecasted costs to be recovered for any Transmission Facilities construction project to be engaged in during the succeeding year on its external web site. Thereafter, Interconnection and Transmission Customers shall be entitled to comment on the planned construction projects

and such revenue requirement and costs associated with any or all planned Transmission Facilities construction project to be engaged in by ATCLLC during the succeeding year.

10. Inclusion in the MTEP. ATCLLC shall, consistent with Appendix B of the ISO Agreement and in accordance with the provisions of the Attachment FF of this Tariff, upon completion of the analysis of any proposed Transmission Facilities project, or upon the completion of the evaluation of its network adequacy, identify to the Transmission Provider those provisional, proposed or planned projects that ATCLLC, in its judgment, has determined should be constructed to meet the needs of its Interconnection and Transmission Customers in order to fulfill ATCLLC's obligation to provide interconnection service and open access transmission service for the benefit of all users of its Transmission Facilities.

E. Transmission – Transmission Interconnection Planning

1. Transmission – Transmission Interconnection and System

Coordination. ATCLLC shall coordinate its Transmission Facilities assessment and any proposed Transmission Facilities construction with the owners of Transmission Facilities that are interconnected to ATCLLC's Transmission Facilities. The purpose of such coordination is to develop a coordinated assessment of the respective Transmission Facilities of the participating entities in order to identify any alternatives to any provisional, proposed or planned Transmission Facilities construction project identified in ATCLLC's TYA, or which may have been identified by one or more of the owners of those interconnected Transmission Facilities as a Transmission Facilities construction project to be engaged in by such other Transmission Facilities owner for which one or more provisional, proposed or planned Transmission Facilities construction projects identified by ATCLLC could be an alternative, or

which, in accordance with the provisions of Attachment FF of this Tariff, or Appendix B of the ISO Agreement, may be determined by the Transmission Provider, in its regional planning coordination responsibilities, be combined with the provisional, proposed or planned project of one or more other transmission owners to provide a project that produces more appropriate reliability or economic benefits or is less costly in the aggregate.

2. Transmission Coordination Meetings. To the extent not provided for under Attachment FF of this Tariff relating to sub-regional planning meetings (SPM), Meetings of the owners of Transmission Facilities that are interconnected to ATCLLC's Transmission Facilities shall be held no less frequently than annually, and may be held more frequently as the circumstances may require or as the needs of the respective Transmission systems may warrant. The meetings shall include ATCLLC and the representatives of at least one entity that owns Transmission Facilities that are interconnected to ATCLLC's Transmission Facilities. The meetings may be held in such locations, and at such time and place as ATCLLC and such owner or owners that intend to participate shall determine.

3. Information Exchange. ATCLLC and the owners of interconnected Transmission Facilities, in advance of such meeting or meetings, shall provide each other with the following information:

- A. Any current Network assessment for the owners' respective Transmission Facilities.
- B. The transmission or distribution construction plans of any owner of Distribution Facilities or other combined Transmission and Distribution Facilities that are interconnected to their respective systems, to the extent that such information can be provided consistent with the confidential nature of such information, and subject to the FERC's

Standards of Conduct; such other information as is necessary or appropriate in order to determine the proposed Transmission Facilities Construction plans proposed by such other entity and the information used to arrive at such conclusion or assessment, including information regarding any Public Policy Requirements about which such other transmission owner may be aware.

4. Purpose. The purpose of such regional coordination of the assessment of the needs of the respective Transmission Facilities is to:

A. Identify Transmission System constraints or constrained interfaces between the respective Transmission systems.

B. Identify the problems of any load serving entity interconnected to the respective Transmission Facilities based upon the NERC mandatory planning requirements, regional requirements of the MRO or RFC, or the identified planning criteria of the respective owners of the Transmission Facilities, whichever is more conservative or restrictive.

C. Compare the respective needs of their Transmission systems and assess the provisional, proposed or planned Transmission Facilities construction projects of ATCLLC and such proposed projects identified by others to meet their respective needs, including Public Policy Requirement needs and develop such studies or assessments that will assist in determining whether there are other alternatives that could be considered that could achieve the same or greater electrical result either by alleviating one or more constraints on the respective Transmission systems or by providing greater Physical Capacity or Operating Capability or enhanced reliability or fulfilling any Public Policy Requirements at the same or

lesser cost than the provisional, proposed or planned Transmission Facilities construction projects of ATCLLC or the proposed projects of such Transmission Facilities' owner or owners.

D. To the extent that the parties have made assessments of their respective Transmission Facilities and have determined that there are one or more provisional, proposed or planned Transmission Facilities construction projects that warrants further study to determine whether a coordinated solution may be more appropriate, the parties shall agree upon the model or assessment tool to be used, and shall supply sufficient information to permit both parties to perform the evaluation or assessment of their respective systems in order to determine whether there is a coordinated Transmission Facilities construction project, or one or more alternatives to one or more provisional, proposed or planned Transmission Facilities construction projects proposed in such Transmission Facilities assessment that could be constructed, either by one or the other, or jointly, that would provide the same or greater Transmission system benefit at a lower cost, or a greater benefit to both Transmission systems.

E. In connection with any assessment performed, the parties shall agree upon the criteria to be employed or otherwise incorporated in the evaluation, study or other assessment to be performed. In no event shall the criteria to be used be contrary to the mandatory reliability requirements of NERC, MRO, or RFC, but such criteria may be more restrictive or more conservative than the reliability requirements of NERC, MRO or RFC and shall include any Public Policy Requirements identified.

5. Study Results. The results of each party's assessment or the output of any model or assessment tool shall be shared with the other party or parties participating in

such assessment, evaluation or analysis and have arrived at different results or different conclusions, the parties shall:

A. Determine if the results are a result of differing model characteristics, input information, assumptions or criteria used. To the extent possible, such differences shall be removed, or minimized, and to the greatest extent possible, the differences in such information, assumptions, model characteristics or criteria shall be eliminated. The comparative results of such evaluations, assessments or analyses shall be shared with all parties participating in the Transmission – Transmission coordination.

B. The results of such comparative analyses, joint evaluations or assessment of the respective Transmission system requirements shall be included by ATCLLC in the next succeeding TYA following the conclusion of the study, assessment or other analysis performed the results of which have been jointly concurred in by all parties participating in such evaluation, assessment or analysis, and shall be incorporated, to the extent appropriate, in the Regional Plan of the Transmission Provider or PJM.

6. Transmission Facilities Construction and Cost Allocation. The costs associated with any Transmission Facilities construction project determined by such Transmission – Transmission Planning to be reasonably necessary shall be allocated in accordance with the requirements of any applicable state regulatory authority having jurisdiction over the siting of some or all of the construction, and, to the extent governed by the Transmission Provider or PJM transmission tariffs, in accordance with the provisions of the

respective tariffs, or as otherwise may be agreed to by the Transmission Owners proposing the construction of such Transmission Facilities construction project.

7. Coordination with the Transmission Provider's Attachment FF SPM requirements. Upon the development by ATCLLC of any local transmission plans that set forth any provisional, proposed or planned transmission projects as provided for in this Attachment FF- ATCLLC, ATCLLC shall provide such provisional, proposed or planned projects to the Transmission Provider for consideration in accordance with the requirements of Appendix B of the ISO Agreement. ATCLLC may participate in any SPM process of the Transmission Provider in which the Transmission Provider is determining its regional planning requirements as a result of the local planning requirements determined by any other Transmission Owner under the provisions of Attachment FF of this Tariff.

F. Economic Project Planning.

1. Economic Evaluations. ATCLLC, at the request of one or more parties, irrespective of whether they are a Distribution Customer, Transmission Customer or interconnected in any manner to ATCLLC's Transmission Facilities, or upon its own determination, may make an assessment of its Transmission Facilities to determine whether the construction, modification, addition or extension of ATCLLC's Transmission Facilities or other potential transmission, generation or demand resources identified by any other party can provide economic benefits when compared to the cost of constructing the proposed Transmission Facilities or other transmission, generation or demand resources (provided the estimated costs are provided by the party proposing such other transmission, generation or demand response resource).

2. Request for Economic Evaluations. Any party, whether Interconnection Customer or Transmission Customer or not, may, by March 1 of any year, request that ATCLLC perform such study, assessment or analysis for any proposed Economic Project, including potential Transmission Facilities to address needs driven by Public Policy Requirements. By no later than April 15 of each year, ATCLLC shall determine the two proposed Economic Projects that, based on a preliminary assessment, could provide an economic benefit greater than the costs of constructing any required Transmission Facilities.

3. Economic Project Information. In order for ATCLLC to consider any proposed Economic Project, the party requesting that such evaluation, study or analysis be done, shall provide the following information:

A. Identification of the constrained element of ATCLLC's Transmission Facilities, or the designation of the node within the Transmission Provider region in which a constraint may exist.

B. A list of the elements of ATCLLC's Transmission Facilities that would be affected by such constraint.

4. Economic Project Posting. ATCLLC, by April 15 of each year, shall post on its external Web site all proposed Economic Projects, and shall post on its web site which two Economic Projects that ATCLLC has determined to perform. By no later than April 30 of each year, any Interconnection or Transmission Customer, state regulator or other stakeholder, may comment on the proposed Economic Projects and on the two identified by ATCLLC for further study or evaluation, specifically including Transmission Facilities identified to meet a need driven by Public Policy Requirements. ATCLLC shall post all

comments received relating to the proposed Economic Projects. In the event that ATCLLC receives comments on the two Economic Projects that it proposes to study, ATCLLC may revise its determination on the Economic Projects to be evaluated. If ATCLLC changes its determination, ATCLLC shall, by no later than May 15, post the revised Economic Projects to be studied or evaluated.

5. Economic Project Selection Criteria. Annually, ATCLLC shall select the two Economic Projects for study based on the preliminary determination that the proposed Economic Projects have the potential to provide the greatest economic value by reducing the delivered cost of energy or reducing Congestion Costs, for Interconnection and Transmission Customers, and interconnected parties when compared to the preliminarily estimated Transmission Facilities construction cost.

6. Economic Project Selection. ATCLLC shall set forth its reasons for selecting the Economic Projects that it intends to evaluate, study or otherwise analyze in sufficient detail to permit interested parties to determine the basis upon which the selections were made.

7. Economic Project Assessment Costs. The evaluation, assessment or analysis associated with the two economic projects selected by ATCLLC shall be performed at no cost to the party recommending that such economic project be evaluated, studied or assessed.

8. Time To Perform Such Economic Assessment, Study or Analysis.

To the extent possible, ATCLLC shall perform the necessary evaluation, assessment or study of such proposed economic projects within One Hundred and Eighty (180)

days of the posting of the selection of the economic projects. However, ATCLLC expressly reserves the right to delay the completion of any economic project analysis in order to permit ATCLLC to conduct an appropriate analysis, evaluation or assessment. If ATCLLC is unable to provide the results of its evaluation, assessment or analysis of the economic projects within the 180-day period, ATCLLC shall post on its web site an interim report indicating the nature of the evaluation, analysis or assessment completed, and the amount of such evaluation, analysis or assessment remaining, together with an estimated date when such economic project evaluation, analysis or assessment is to be completed.

9. Economic Project Study Models and Assumptions. The Party recommending the economic project may suggest the study models or assumptions to be used by ATCLLC. ATCLLC will use all reasonable effort to incorporate the proposed assumptions or models suggested by such parties, including consideration of Public Policy Requirements. ATCLLC by April 15 shall post the assumptions, study models and assessment tools on its web site and customers, state regulators and other stakeholders shall have until April 30, to comment on the assumptions, study models and assessment tools. ATCLLC shall post on its web site an explanation of which transmission needs driven by Public Policy Requirements that will be considered in study assumptions, as well as any suggested Public Policy Requirements that will not be considered in study assumptions. ATCLLC shall also post on its web site an explanation as to why relevant transmission needs driven by Public Policy Requirements were, or were not, considered by ATCLLC in its study assumptions. ATCLLC reserves the right to employ such models or assessment tools as it deems appropriate to evaluate, analyze or assess such proposed economic project.

The Party or other stakeholders recommending the economic project may suggest assumptions to be used by ATCLLC in the analysis; however, ATCLLC reserves the right to employ such assumptions as it deems appropriate to evaluate, analyze or assess such proposed Economic Project.

10. Additional Economic Projects. To the extent that ATCLLC has the ability to do so, ATCLLC may conduct such other economic project evaluation, analysis or assessment as possible, given the planning resources available to perform such evaluation, analysis or assessment. Any party requesting that ATCLLC perform the evaluation, analysis or assessment of any other economic project other than those identified by ATCLLC that it will perform must agree to pay the costs associated with such evaluation, analysis or assessment, which may be performed by others, but which must be performed under the control of, and at the direction of ATCLLC in order to incorporate such evaluation, analysis or assessment in ATCLLC's TYA. Any party requesting that ATCLLC perform the evaluation, analysis or assessment of any other economic project other than those identified by ATCLLC that it will perform must agree to publicly post the results of the study if ATCLLC determines this is appropriate to meet FERC Standards of Conduct or CEII regulations. For those economic studies requested by one or more Parties to be paid for by such party requesting such study or studies, ATCLLC shall estimate the time necessary to perform such study or studies and the estimated costs associated with performing such study or studies, and shall provide the estimated time and costs to the party or parties requesting such study or studies. The costs estimated shall be paid to ATCLLC prior to ATCLLC commencing such study or studies. Upon receipt of the estimated amount, ATCLLC shall commence performance of the study or studies. In the event

that the estimated time or costs are determined by ATCLLC to be insufficient to complete the study or studies, ATCLLC shall provide written notification of such additional time or increased costs to the party or parties responsible for paying for such study or studies. Within thirty (30) days following receipt of such notice, such party or parties shall acknowledge in writing the increased time and shall, to the extent applicable, pay the revised estimated amount. However, if a party or parties dispute the revised amount of time or estimated costs, then such dispute shall be resolved in accordance with Section VI. B. below. In the event that the actual cost incurred by ATCLLC in performing any economic study or studies is (are) less than the amount estimated by ATCLLC, then ATCLLC shall refund to such party or parties any excess amount received by ATCLLC within thirty (30) days following the posting of such economic study or studies.

11. Economic Project Study Results. The results of such Economic Project evaluation, analysis or assessment shall be posted on ATCLLC's web site upon completion.

12. Transmission Facilities Construction Cost. To the extent that any Economic Project evaluation, analysis or assessment concludes that modifications, additions, expansions or extensions to ATCLLC's Transmission Facilities are appropriate and should be constructed, the costs once constructed shall be recovered pursuant to the provisions of Attachment FF of this Tariff provided such meet the definition of "Market Efficiency Project" under the provisions of Attachment FF of this Tariff. However, ATCLLC acknowledges that all Transmission Facilities construction projects that are Economic Projects, and which may produce appropriate economic benefits when compared to the cost of constructing such

Transmission Facilities may not be entitled to treatment as Market Efficiency Projects under the provisions of Attachment FF of this Tariff. In such event, ATCLLC, if such Transmission Facilities are constructed and are not treated as a Market Efficiency Project under Attachment FF, shall collect the costs associated with the construction of such Transmission Facilities pursuant to Attachment O of this Tariff.

VII. Dispute Resolution.

In the event that a dispute arises between ATCLLC and the owner of any Distribution Facilities, Transmission Facilities, or an Interconnection Customer, Transmission Customer or other stakeholder in connection with any planning process set forth above, the following dispute resolution provisions shall apply:

A. Disputes Arising Under Any Generation Interconnection Request or Transmission Service Request. All disputes arising under any Generation Interconnection Request or Transmission Service Request shall be handled in accordance with Article 12 and Attachment HH of this Tariff, provided however, that to the extent that such Generation Interconnection dispute arises in connection with any Generation Interconnection planning associated with a Generation Interconnection request that does not involve a new generating facility or the increase in the capacity of any existing generating capacity, then such dispute shall be handled under the provisions of the applicable Generation – Transmission Interconnection Agreement.

B. Disputes Arising in Connection with the Network Assessment or Evaluation of Economic Projects. All disputes arising between ATCLLC and any interconnected entity, Interconnection Customer, Transmission Customer or other interested stakeholder in connection

with ATCLLC's Network Assessment or its TYA, shall be handled in accordance with the provisions of Appendix B of the ATCLLC Operating Agreement.

C. Disputes Arising in Connection with Distribution Interconnection Requests.

Any dispute arising between ATCLLC and any party making a Distribution Interconnection request shall be handled in accordance with the provisions of the Distribution – Transmission Interconnection Agreement entered into between ATCLLC and such party. If no Distribution – Transmission Interconnection Agreement has been entered into, then any dispute shall be resolved as if the parties had entered into a Distribution – Transmission Interconnection Agreement.

D. Disputes Arising in Connection with Public Policy Requirements.

Any dispute arising between ATCLLC and any interested party respecting the applicability of any Public Policy Requirement, ATCLLC's decision to include or exclude certain Public Policy Requirements in ATCLLC's TYA study assumptions, or ATCLLC's decision to include in, or exclude from, the TYA Transmission Facilities identified to address transmission needs driven by Public Policy Requirements, shall be handled in accordance with Article 12 and Attachment HH of this Tariff.

VIII. Planning Costs

The costs incurred by ATCLLC in connection with performing the planning functions set forth above will be collected by ATCLLC through Attachment O of the MISO Tariff as annual operating expense. Any planning costs incurred pursuant to Generator-Transmission Interconnections are determined in accordance with Attachments R and X of this Tariff and are collected pursuant to those Attachments.

¹ Transformer voltage is defined by the voltage of the low-side of the transformer for these purposes.

² *See Promoting Wholesale Competition Through Open Access Non-discriminatory Transmission Services by Public Utilities; Recovery of Stranded Costs by Public Utilities and Transmitting Utilities, Order No. 888, 61 FR 21540 (May 10, 1996), FERC Stats. & Regs. ¶ 31,036 (1996) at 31,771.*

³ *See Order No. 888 at 31,771.*

⁴ ATCLLC has entered into a number of Distribution – Transmission Interconnection Agreements with Affiliates as that term is used in 18 C.F.R. §358.1, *et seq.* Pursuant to ATCLLC’s Compliance Plan, the communication between ATCLLC and its affiliates in connection with Distribution Interconnections is only with those distribution system planners of such affiliates and is governed by the terms of the Confidential Data Access Agreement (CDAA) entered into between ATCLLC and such Affiliate. ATCLLC’s Compliance Plan and the companion CDAA was reviewed by the FERC in Docket No. TS04-76-000. *See Standards of Conduct for Transmission Providers, Docket No. RM0110-000, Order No. 2004 Compliance Filing, American Transmission Company LLC* (Docket No. TS04-76-000) (February 9, 2004). Also see *Request of American Transmission Company LLC for Limited Waiver and Clarification of the Standards of Conduct* (Docket No. TS04-76-001) (July 8, 2004).

⁵ *American Transmission Company LLC*, 107 FERC ¶61,117 (2004).

ATTACHMENT FF – MIDAMERICAN
LOCAL TRANSMISSION PLANNING
PROCESS

I. Introduction

MidAmerican Energy Company (“MidAmerican”), as a member company of the Transmission Provider, pursuant to 18 C.F. R. §37.1, *et seq.*, engages in local system planning in order to carry out its responsibilities for meeting its respective transmission needs in collaboration with the Transmission Provider subject to the requirements of applicable state law or regulatory authority. In meeting its responsibilities under the ISO Agreement, MidAmerican may, as appropriate, develop and propose plans involving modifications to any of MidAmerican’s transmission facilities which are part of the Transmission System.

The following provides the planning requirements applicable to MidAmerican’s local system planning process engaged in by MidAmerican under the provisions of this Tariff, as may from time to time thereafter be modified, changed, or amended, in accordance with the rules and requirements of the FERC or as provided in this Attachment FF-MidAmerican.

MidAmerican sets forth its local transmission planning processes in detail below to meet the nine planning principles set forth in FERC Order No. 890.

II. Definitions

The definitions set forth below shall apply to this Attachment FF-MidAmerican. Any other capitalized term not otherwise defined shall have the meaning set forth in the Transmission Provider’s Tariff or in FERC’s rules and regulations.

“MidAmerican Local Transmission Planning Process” means the process conducted by MidAmerican for Local Transmission Planning as described in the Transmission Provider’s Tariff.

“MidAmerican” means MidAmerican Energy Company.

“Registered Stakeholder” means a stakeholder which has registered its intent to participate in the MidAmerican Local Transmission Planning Process with the MidAmerican Transmission Planning Process Technical Contact or a stakeholder that MidAmerican transmission planners have registered as representatives of the stakeholders listed in Section V that follows.

III. Scope

The MidAmerican Local Transmission Planning Process described in this Attachment FF-MidAmerican covers MidAmerican’s portion of the Transmission System under the Tariff. The purpose of the MidAmerican Local Transmission Planning Process is to conduct local long- term planning for transmission facilities consistent with the Transmission Provider’s planning cycle with assessments to serve MidAmerican’s native end-use load and the Transmission Provider’s firm transmission commitments. The MidAmerican Local Transmission Planning Process does not extend to specific retail or wholesale customer service requests. The process provides comparable long-term transmission system planning for similarly-situated wholesale customers.

The process provides long-term reliability and economic planning of transmission facilities for MidAmerican’s portion of the Transmission System for firm commitments (e.g., point-to-point service of five years duration or longer with rollover rights) and Network Customers

under the Tariff which are served from MidAmerican's portion of the Transmission System, which includes MidAmerican's native end-use load. The process provides long-term economic

planning of facilities on MidAmerican's portion of the Transmission System for third-party generators connected to MidAmerican's portion of the Transmission System that is comparable to the long-term economic planning for MidAmerican generators connected to MidAmerican's portion of the Transmission System as detailed in Section XI.8 of the Tariff. This is done by modeling from the generation to the Transmission Provider's Network Load on the MidAmerican portion of the Transmission System.

IV. Responsibilities

MidAmerican will be responsible for the development of the transmission plans that result from the MidAmerican Local Transmission Planning Process. The MidAmerican Local Transmission Planning Process will allow timely and meaningful stakeholder input and participation in the development of these transmission plans. The MidAmerican Local Transmission Planning Process will follow regional planning procedures provided in this Attachment FF-MidAmerican. The transmission plans and studies resulting from the MidAmerican Local Transmission Planning Process which are to be included in the Transmission Provider's Transmission Expansion Plan will be submitted to the Transmission Provider in accordance with the regional planning process as established by the Transmission Provider consistent with this Attachment FF, and the Transmission Planning Business Practices of the Transmission Provider.

In addition to developing transmission plans to be provided to the Transmission Provider for regional coordinated planning, the MidAmerican Local Transmission Planning Process will develop plans to address local MidAmerican transmission issues, such as transmission facility upgrades that do not significantly change network system flows. MidAmerican will select transmission issues, including but not limited to those involving transmission needs driven by public policy requirements, to be considered in the planning process for which transmission solutions will be evaluated based on the scope of planning studies to be undertaken, the development of future scenarios to be modeled and analyzed in long-term planning studies, and the development of suitable models and assumptions to support such studies.

MidAmerican

will evaluate transmission needs driven by public policy requirements in accordance with Section XII. of this Attachment FF - MidAmerican. The plans will be provided in reports with executive summaries that are brief and designed to be understandable to stakeholders. The MidAmerican Local Transmission Planning Process does not apply to System Impact Studies or Facilities Studies associated with specific Generator Interconnection Requests or Transmission Service Requests.

With the limited exception of certain transitional studies completed by MidAmerican with Transmission Provider oversight, such studies are performed by the Transmission Provider under the terms of the Tariff. In the event of a conflict between this MidAmerican Local

Transmission Planning Process and the Transmission Provider's Tariff, the Transmission Provider's Tariff shall control.

V. Openness and Coordination

- 1.) MidAmerican will hold at least two face-to-face stakeholder meetings per year to discuss local transmission planning, including local transmission issues.

Additional meetings will be held as needed.

The stakeholder meetings will be open to the Transmission Provider's transmission service customers, MidAmerican's marketing and energy affiliates, generation interconnection customers, neighboring transmission owners, neighboring transmission providers, the Transmission Provider affected state and federal authorities, regional planning groups, and any other interested entities.

- 2.) MidAmerican will hold an additional stakeholder meeting within 60 days after receipt of a written request from registered stakeholders from ten or more different organizations, companies, Eligible Customers, regulatory agencies, municipal utility associations or wind generator associations to hold such a meeting; however, MidAmerican is not required to hold more than two additional stakeholder meetings

per year as a result of such registered stakeholder requests.

- 3.) MidAmerican will invite representatives from affected and interested stakeholders, including the Midcontinent Independent System Operator, Inc., to stakeholder meetings.
- 4.) A meeting notice with a draft meeting agenda will be sent out by email to stakeholders and posted at least thirty days in advance of each meeting unless exception or emergency situations require less notice, such as resolution of imminent unreliable conditions or customer needs, or to meet required regulatory or statutory requirements.
- 5.) To ensure meaningful dialogue at the stakeholder meeting, available information related to the proposed draft agenda will be distributed with meeting notices. This information may include, for example, identified system constraints, significant and recurring congestion, and proposed solutions or new projects. Stakeholders may submit questions or comments, including other suggested system constraints or problems and suggested solutions thereto, in advance of, at, or up to 30 days after the semi-annual meeting.
- 6.) MidAmerican will develop and maintain an updated email list of registered stakeholders that have attended prior meetings, as well as key participants that should be invited regardless of attendance at prior meetings, for example, affected state authorities will be included on the registered stakeholder list regardless of attendance at prior meetings. Stakeholders will be provided the opportunity to register at any of the stakeholder meetings. Stakeholders may also register by providing an email or written notification to the MidAmerican Local Transmission Planning Process

Technical Contact listed in Section XIII of this Attachment FF - MidAmerican Registered stakeholders wishing to be removed from the registered stakeholder list may do so through email or written notification to the MidAmerican Local Transmission Planning Process Technical Contact.

- 7.) MidAmerican Local Transmission Planning Process meetings may include activities such as discussion of new proposed facilities for MidAmerican's portion of the Transmission System; review of constrained facilities on MidAmerican's portion of the Transmission System; discussion of recently completed and ongoing studies of MidAmerican's Transmission System upgrades to meet MidAmerican, regional, and NERC planning criteria and/or reliability standards; discussion of completed and ongoing studies of upgrades to MidAmerican's portion of the Transmission System to meet reliability standards and economic benefit criteria; discussion of NERC, regional, and MidAmerican transmission planning criteria, criteria application, and comparability; discussion of operating guides, operating guide application, and comparability on MidAmerican's portion of the Transmission System; open forum for discussion of proposed upgrades of MidAmerican's portion of the Transmission System from transmission service users and neighboring transmission systems; discussion of the MidAmerican Local Transmission Planning Process including process issues and other stakeholder issues related to the process or the results of the process; and comments from affected state authorities.

- 8.) MidAmerican will retain ultimate responsibility for the transmission studies and transmission plans developed under the MidAmerican Local Transmission Planning Process. MidAmerican will request and consider stakeholder input provided during

the stakeholder process. The MidAmerican Local Transmission Planning stakeholder process will not be a voting forum.

- 9.) Milestones of MidAmerican's planning cycle are expected to be set so as to coordinate with the Transmission Provider's planning cycle.

Milestones to MidAmerican's planning cycle typically will include the following:

- a. Request for model and other data from customers, as described in Section VII.1 below;
 - b. Information on significant and recurring congestion provided to customers;
 - c. Initial stakeholder meeting per Section V.1;
 - d. Submit regional model data information to the region;
 - e. Begin work on planning studies initiated as part of the MidAmerican Local Transmission Planning Process;
 - f. New regional models available;
 - g. Second stakeholder meeting per Section V.1; and
 - h. Complete planning studies initiated as part of the MidAmerican Local Transmission Planning Process.
- 10.) MidAmerican will provide non-disclosure agreements, password-protected access to information, and other procedures in order to maintain the confidentiality of information and to protect Critical Energy Infrastructure Information ("CEII"). The procedures for protection of and access to CEII are to be posted on the

MidAmerican's Open Access Same Time Information System ("OASIS") page.

Definitions for CEII are provided in 18 C.F.R. §388.113(c).

- 11.) Information containing confidential/CEII may include but is not limited to physical maps of electric facilities that do not just give the general location; system electric diagrams or switching diagrams and data bases that provide facility locations, ratings, and/or system connectivity; power flow cases; and evaluations of electric system performance. Confidential information supplied by stakeholders as part of the MidAmerican Local Transmission Planning Process will be treated confidentially and comparably to MidAmerican confidential information.
- 12.) A working group is established to receive information and provide comment on planning issues that are the subject of the MidAmerican Local Transmission Planning Process that arise between stakeholder meetings. MidAmerican will provide (subject to confidentiality, CEII and Standards of Conduct requirements):
 - a. the initial assumptions used in developing the annual local planning process transmission assessment and will provide an opportunity for feedback.
 - b. the models used for local planning process transmission planning.
 - c. information regarding the status of local planning process transmission upgrades and how such upgrades are reflected in future local planning process transmission plan development.
 - d. the draft study scope for those studies conducted by the working group as part of the local planning process, which will include or provide references to

the basic assumptions for the study, the model or models used in the working group study including information regarding significant changes in the model.

- e. the draft transmission report for those studies conducted by the working group as part of the local planning process, as prepared by MidAmerican or MidAmerican's designate.

Stakeholders who do not participate on the working group will be given the opportunity to comment on the draft report after MidAmerican has considered the comments of the working group. The report will include an executive summary that is brief and is designed to be understandable to stakeholders.
- f. draft transmission plans that result from the MidAmerican Local Transmission Planning Process before they are distributed to stakeholders pursuant to the stakeholder meeting process described in Section V above.
- g. Ad hoc study groups will be formed by MidAmerican if a need is determined by MidAmerican Transmission or due to significant registered stakeholder interest in the details of a local problem requiring a planning study as indicated by registered stakeholders at ten or more different organizations, companies, Eligible Customers, regulatory agencies, municipal utility associations or wind generator associations. However, no more than two ad hoc study groups are required at any given time. In addition, if no more than three registered stakeholders from the requesting organizations or companies attend an ad hoc study group meeting, MidAmerican retains the right to discontinue the activities of an ad hoc study group.

- i. An email notice of MidAmerican intent to form an ad hoc

study group will be distributed to the registered stakeholders prior to MidAmerican forming an ad hoc study group.

- ii. The ad hoc study group will be formed considering the responses to the email notification and a separate mailing list will be established for that ad hoc group. Additional participants will be allowed throughout the ad hoc group study process; however, the addition of new participants shall not impede progress already completed by the ad hoc group.
- iii. In order to facilitate the efficient collection of input from stakeholders on transmission studies and plans, MidAmerican may combine multiple transmission problems and/or studies for consultation with a single ad hoc study group; or may separate problems and/or studies for consultation with multiple ad hoc study groups.
- iv. MidAmerican will determine when each ad hoc study group process is complete which typically will follow completion of the final report. The final report will be distributed to the registered stakeholders, subject to CEII and Standards of Conduct requirements. The report will include an executive summary that is brief and is designed to be understandable to stakeholders.
- h. Working group and ad hoc study group meetings will be established by

MidAmerican on an as needed basis. Working group meetings will also be established if need is expressed by 10 members of the respective working group; however, MidAmerican will not be required to hold meetings of the working group more than on a semi-annual basis.

Meetings will typically be conference calls and/or web casts, but face-to-face meetings may be called if necessary. Meeting notices will be distributed via email to the respective study group mailing list. Meeting materials may be distributed via email respecting email size limitations and CEII and Standards of Conduct requirements. A password protected FTP site or internet may be used to transmit study models or large amounts of data.

- i. MidAmerican will chair and provide leadership to the working group and ad hoc groups, including facilitating the group meetings.
- j. Input from the working group and ad hoc study group members will be considered in the local planning process. Comments will generally be expected via email or during working group or ad hoc study group meetings. Comments will be solicited within the defined comment periods of the study group process.

VI. Transparency

In addition, the MidAmerican Local Transmission Planning Process will be open and transparent to facilitate comment and exchange of information (subject to CEII and Standards of Conduct requirements) as described below:

- 1.) MidAmerican will make available the basic criteria that underlie its transmission system plans by posting MidAmerican's transmission planning criteria for facilities covered by this Attachment FF-MidAmerican on MidAmerican's OASIS page on the Transmission Provider's OASIS node.
- 2.) MidAmerican will make available to Registered Stakeholders the basic criteria, assumptions, and data that underlie its transmission system plans. For this purpose, MidAmerican will make its FERC Form 715 available in a way that maintains confidentiality and complies with CEII requirements.
- 3.) MidAmerican will provide information on the location of applicable NERC/MISO/Midwest Reliability Organization ("MRO") planning criteria, reliability standards, regional power flow models, or other pertinent information, as available.
- 4.) MidAmerican will provide its regional planning model submittal in accordance with Section V of this Attachment FF-MidAmerican.
- 5.) MidAmerican will set the planning study horizons and study frequencies considering NERC and or regional entity standards and the Transmission Provider's planning cycle.
- 6.) MidAmerican will simultaneously disclose transmission planning information where appropriate in order to alleviate concerns regarding the disclosure of information with respect to the FERC Standards of Conduct.
- 7.) MidAmerican will consider customer demand response resources in the MidAmerican Local Transmission Planning Process on a comparable basis with generation resources in developing transmission plans provided that 1) such resources are capable of providing measurable transmission system support needed to correct

transmission system problems assessed in the MidAmerican Local Transmission Planning Process, 2) such resources can be relied upon on a long-term basis, 3) such resources meet NERC Reliability Standards and applicable laws, rules, and regulations, and 4) the inclusion of such resources in corrective action plans are permitted by the NERC Reliability Standards.

VII. Information Exchange

Certain information exchanges associated with the stakeholder process and the local study group process are described in Sections V and VI in this Attachment FF-MidAmerican. In addition, information exchange for base regional model development will take place as follows:

- 1.) MidAmerican participates in the annual development of the regional base case power flow and stability models currently for the PSS^{TME} computer application. These regional models provide the basis for studies of transmission service requests, generator interconnection requests, local planning studies and regional planning studies. To assist in the development of accurate base case regional models and thereby develop appropriate local transmission plans for the MidAmerican system, MidAmerican will request at a minimum the following data of the Transmission Provider's Transmission Customers connected to MidAmerican's portion of the transmission system:
 - a. Existing loads and future loads for the horizon of the regional base case models for each of its load points. Information for firm loads will be separated from information for interruptible loads.

- b. A list of all existing and proposed new demand response resources including behind the meter generation or load curtailment;

- c. the MW impacts on peak load.
- d. the historical and expected future operating practice of the demand response resources such as the conditions under which the customer intends to initiate each resource, and whether each resource is available for use in providing measurable transmission system support to correct problems assessed in the MidAmerican Local Transmission System Planning Process, as well as, other information required to consider such resources as provided in Section VI.7. The Transmission Provider's Transmission Customers will be requested to provide updates of this information when substantive changes occur.
- e. A list of existing and proposed new generation resources and historical and expected future dispatch practices such as the load level at which the customer plans to start each generating unit and plant, and whether each generation resource is available for use in providing measurable transmission system support to correct problems assessed in the MidAmerican Local Transmission System Planning Process, as well as, other information required to consider such resources as provided in Section VI.7. The Transmission Provider's Transmission Customers will be requested to provide updates of this information when substantive changes occur.
- f. Projections of quantifiable transmission service needs over the planning horizon, including applicable receipt and delivery points and the transmission service reservations anticipated to be scheduled.
- g. Sponsors of all types of resources, including transmission, generation, and

demand resources, can provide information to MidAmerican for use in developing the base-line assumptions and models used in the MidAmerican Local Transmission Planning Process.

- h. Additional modeling data will be requested as necessary to conform to the requirements of FERC, NERC, Transmission Provider and the regional entity.
- 2.) The data submitted by the Transmission Provider's Transmission Customers will be included to the extent appropriate in the base case model.
- 3.) The MidAmerican data request will be sent annually in coordination with the regional data request. MidAmerican will send a data request to the Transmission Provider's Transmission Customers located in MidAmerican's Load Balancing Area typically prior to expected transmittal of the regional data request.
- 4.) Responses to the data request will be accepted in forms such as PSS^{TME} raw data format or in spreadsheet format with appropriately labeled headings.
- 5.) Each of the Transmission Provider's Transmission Customers within the MidAmerican Local Balancing Authority Area will be responsible for providing MidAmerican with an email address of its data modeling contact. MidAmerican will send the annual data request to these contacts via email.
- 6.) The MidAmerican data response will be made available subject to CEII and Standards of Conduct restrictions upon request to Registered Stakeholders.

VIII. Comparability

- 1.) MidAmerican will plan its portion of the Transmission System to treat similarly- situated customers comparably in the MidAmerican Local Transmission Planning Process.
- 2.) MidAmerican will consider alternative proposed solutions to identified system needs

in the MidAmerican Local Transmission Planning Process. Such alternatives may include transmission, generation and demand-side resources. MidAmerican will review and evaluate such alternatives on a comparable basis in developing transmission plans, provided that:

- a. such resources are capable of providing the measurable transmission system support needed to correct transmission system problems assessed in the MidAmerican Local Transmission Planning Process,
 - b. such resources can be relied upon on a long-term basis,
 - c. such resources meet applicable NERC Reliability Standards and applicable laws, rules, and regulations, and
 - d. the inclusion of such resources in corrective action plans are permitted by the NERC Reliability Standards.
- 3.) MidAmerican will use a combination of technical analysis and engineering judgment to determine the preferred solution when competing solutions are proposed to meet system needs. Technical analysis can include, but is not limited to, power flow studies, dynamic stability studies and voltage stability studies, while engineering judgment can take into account such factors as the extent to which proposed alternative solutions meet applicable planning criteria and other regulatory requirements, estimated project costs and projected environmental impacts.
- 4.) MidAmerican shall select proposed project(s) for inclusion in MidAmerican's transmission plan.

IX. Dispute Resolution

Consistent with Attachment HH of this Tariff and Appendix D to the ISO Agreement,
the

Transmission Provider shall resolve disputes concerning MidAmerican Local Transmission Planning issues. The first step will be for designated representatives of MidAmerican and other affected parties to work together to resolve the relevant issues in a manner that is acceptable to all parties.

If the first step is unsuccessful, each affected party shall designate an officer who shall review disputes involving them that their designated representatives are unable to resolve. The applicable officers of the parties involved in such dispute shall work together to resolve the disputes so referred in a manner that meets the interests of such parties, either until such agreement is reached, or until an impasse is declared by any party to such dispute.

If such officers are unable to satisfactorily resolve the issues, the matter shall be referred to mediation, in accordance with the procedures described in Appendix D to the ISO Agreement. Parties that are not satisfied with the dispute resolution procedures may only file a complaint with the Commission during the negotiation or mediation steps. If a matter remains unresolved, the affected parties may pursue arbitration pursuant to Appendix D of the ISO Agreement.

X. Regional Participation

Consistent with Sections I and II of Attachment FF to the Tariff, MidAmerican will participate in the Transmission Provider's regional transmission planning process as a Transmission Owner member. Such participation shall include participation in the development of the Transmission Owner's Transmission Expansion Plan and participation on the Planning Advisory Committee, the Planning Subcommittee, Sub-regional Planning

Meetings and focus study groups, as appropriate. Such participation shall be carried out to the extent that such activities apply to the planning of MidAmerican's portion of the Transmission System.

XI. Economic Planning Studies

As part of the MidAmerican Local Transmission Planning Process, MidAmerican will implement an Economic Planning Study Procedure. This procedure will include the following:

- 1.) Each year, during the notice period prior to the first stakeholder meeting of the year and at the first stakeholder meeting, stakeholders may request MidAmerican to perform Economic Planning Studies to evaluate potential upgrades or other improvements to MidAmerican's portion of the Transmission System that could reduce congestion or integrate new resources and loads on an aggregated basis.
- 2.) The scope of such studies will primarily include studies to resolve continuing congestion on MidAmerican transmission facilities and/or to review the integration of large levels of proposed generation facilities to MidAmerican's portion of the Transmission System without identification of generation ownership.
- 3.) Stakeholders may submit requests for MidAmerican to study potential upgrades or other investments necessary to integrate any resource, whether transmission, generation or demand resources, identified by the stakeholder. MidAmerican will either determine which facilities on the MidAmerican Transmission System have experienced significant and recurring congestion or which facilities on the MidAmerican Transmission System are expected to experience significant and recurring congestion. Pursuant to Section V.5 above, such information

shall be provided to registered stakeholders prior or with the notice of the first stakeholder meeting subject to CEII and Standards of Conduct restrictions.

- 4.) Based upon Registered Stakeholder input, MidAmerican will determine the high priority studies to be started that year based upon a ranking in order of priority from indications of Registered Stakeholder support. MidAmerican will facilitate a registered stakeholder discussion of proposed Economic Planning Studies to determine which stakeholder study requests provide the greatest value to stakeholders. Based on this discussion, MidAmerican will determine the high priority studies to be conducted that year. The studies will be ranked in order of priority based upon indications of registered stakeholder support. The method of ranking study priority will be based upon registered stakeholder input.
- 5.) MidAmerican may propose Economic Planning Studies to be conducted, but MidAmerican will be a facilitator and not a participant in ranking the priority of requested studies. Registered Stakeholders, including the MidAmerican marketing and energy affiliates, may be participants in ranking the priority of requested studies.
- 6.) MidAmerican, in consultation with its registered stakeholders, will be allowed to cluster or batch requests for Economic Planning Studies, or if a particular request is excessively broad in scope it may be appropriate to separate the request into two or more studies so that MidAmerican can perform the studies in the most efficient manner.

- 7.) Generally, Economic Planning Studies are not to be the subject of an ongoing local or regional study, an ongoing System Impact Study or Facilities Study, or an ongoing joint study. Each Economic Planning

Study is to be scoped broadly enough to represent the interests of a number of stakeholders.

- 8.) MidAmerican will study the cost of congestion only to the extent it has the information required to perform such study. If stakeholders request a particular congested area be studied, the requesting stakeholders must supply relevant data for calculations of the level of congestion costs occurring, or likely to occur in the near future. MidAmerican will make reasonable efforts to assist stakeholders in obtaining the information to the extent it is not readily available.
- 9.) Economic Planning Studies performed by MidAmerican will include sensitivity analyses as appropriate; however, MidAmerican shall conduct such sensitivity analyses only to the extent it has information to conduct such analyses. MidAmerican will make reasonable efforts in obtaining the information to the extent it is not readily available.
- 10.) Economic Planning Studies performed by MidAmerican will identify the projected benefits of proposed facility upgrades by typically comparing one or more of the following factors: Control Area generation production costs, redispatch costs and the costs of transmission losses with and without the proposed facility upgrades.
- 11.) MidAmerican shall select the project(s), if any, proposed as a result of Economic Planning Studies performed by MidAmerican for inclusion in MidAmerican's transmission plan.

XII. Transmission Needs Due to Public Policy Requirements

As part of the MidAmerican Local Transmission Planning Process, MidAmerican will consider transmission issues driven by public policy requirements. Public policy requirements are meant to include requirements established by applicable local, state or federal laws or regulations. MidAmerican will select transmission issues involving transmission needs driven by public policy requirements to be considered in the planning process for which transmission solutions will be evaluated.

The process for selecting public policy requirements, out of the larger set of public policy requirements that stakeholders may propose, to be included in the selected transmission issue(s) for which transmission solutions will be evaluated, shall be as follows:

- Stakeholders may submit to MidAmerican proposals to consider transmission needs driven by public policy requirements as part of the transmission issues.

MidAmerican may also submit proposals to consider transmission needs driven by public policy requirements as part of the transmission issues.

- Proposals to consider transmission needs driven by public policy requirements will be discussed at a stakeholder meeting.
- MidAmerican will consolidate all such proposals, including proposals submitted by MidAmerican, into a list that will be posted on its website for stakeholder review and comment and will notify stakeholders of such posting by email notification.
- MidAmerican will assess such proposals, consider stakeholder feedback, and select the public policy requirements that will be further studied in the MidAmerican Local Transmission Planning Process. This selection will be based on: (i) the effective

dates, nature and magnitude of the public policy requirements in applicable laws and regulations; (ii) the immediacy or other estimated timing, and extent, of the potential impact on the identified transmission needs; (iii) the availability of the resources, and any limitations thereto, that would be required by consideration of such transmission needs driven by public policy requirements; (iv) the relative significance of other transmission issues that have been raised for consideration; and (v) other appropriate factors that can aid the prioritization of transmission issues to be considered in the MidAmerican Local Transmission Planning Process.

- MidAmerican will post on its website an explanation of which transmission needs driven by public policy requirements will be evaluated for potential solutions in the MidAmerican Local Transmission Planning Process, as well as an explanation of why other suggested potential transmission needs will not be evaluated.

XIII. Cost Allocation for New Projects

The Transmission Provider will designate and assign cost responsibility for identified Network Upgrades within MidAmerican's portion of the Transmission System according to the terms and provisions of Section III of Attachment FF to the Tariff. The cost allocation methodology set forth in Section III of Attachment FF to the Tariff shall not supersede joint-investment obligations to which MidAmerican may be subject.

XIV. Technical Contact

The technical contact for the MidAmerican Local Transmission Planning Process shall be:

Manager - Electric System Planning
MidAmerican Energy Company

One RiverCenter Place
106 East Second Street
P. O. Box 4350
Davenport, Iowa 52808

SELECTED DEVELOPER AGREEMENT

BY AND BETWEEN

[ENTER COMPANY NAME]

AND

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

PROJECT: [ENTER PROJECT NAME]

Dated: [PUBLISH DATE]

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APPENDICES

- Appendix A – Project Details, Implementation Schedule, & Costs
- Appendix B – Change Request Form

- Appendix C – Change Order Form
- Appendix D – Irrevocable Standby Letter of Credit Template
- Appendix E – Cash Deposit Agreement
- Appendix F – Interconnection Requirements and Standards
- Appendix G – Project Construction Completion Notice

SELECTED DEVELOPER AGREEMENT

[Enter Company Name]

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

THIS SELECTED DEVELOPER AGREEMENT (“Agreement”) is made between [ENTER COMPANY NAME], organized and existing under the laws of the State of [ENTER STATE] (“Selected Developer”), and the Midcontinent Independent System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware (“Transmission Provider” or “MISO”). Selected Developer and Transmission Provider each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Transmission Provider exercises functional control over the Transmission System; and

WHEREAS, Transmission Provider identified the [ENTER PROJECT NAME] Competitive Transmission Project (“Project”) from the list of projects approved in MTEP 20[INSERT LAST TWO DIGITS OF YEAR] by the Transmission Provider Board on [ENTER APPROVAL DATE]; and

WHEREAS, Transmission Provider issued a Request for Proposals for the Project (collectively with any amendments, the “RFP”), as part of the Competitive Developer Selection Process for [ENTER PROJECT NAME] inviting Qualified Transmission Developers to submit

Proposals to construct, implement, own, operate, maintain, repair, and restore all Competitive Transmission Facilities associated with the Project on [ENTER RFP POSTING DATE]; and

WHEREAS, Selected Developer, in consideration of the posted RFP, submitted a Proposal to Transmission Provider on [ENTER PROPOSAL SUBMITTAL DATE] (collectively with any approved amendments, the “Proposal”) to construct, implement, own, operate, maintain, repair, and restore all Competitive Transmission Facilities associated with the Project consisting of transmission facilities identified in Appendix A of this Agreement; and

WHEREAS, Transmission Provider evaluated submitted Proposals associated with the Project and pursuant to the Tariff in Section VIII.E of Attachment FF (“*Evaluation of Proposals*”), and notified the Selected Developer on [ENTER DATE] that it had been designated the Selected Developer for the Project; and

WHEREAS, Selected Developer accepted the Transmission Provider’s Selected Developer designation for the Project and therefore has the obligation to construct, implement, own, operate, maintain, repair, and restore all Competitive Transmission Facilities associated with the Project pursuant to the Tariff and this Agreement; and

WHEREAS, if applicable, Selected Developer will seek to interconnect the Project to the Transmission System or other transmission facilities, as applicable, from the Interconnecting Transmission Owner(s) and any other entity in accordance with the requirements provided in this Agreement; and

WHEREAS, the Selected Developer will enter into the ISO Agreement to become a Transmission Owner or ITC, if it is not already a Transmission Owner or ITC, effective upon

energization of the Project, and will turn functional control of all Competitive Transmission Facilities associated with the Project over to the Transmission Provider; and

WHEREAS, the Parties recognize that the Selected Developer has certain rights and obligations related to the Project that arise prior to the date upon which: (1) the Selected Developer will transfer functional control of the Project to the Transmission Provider; and (2) the Selected Developer executes the ISO Agreement and becomes effective as a Transmission Owner, if Selected Developer is not currently a signatory to the ISO Agreement.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE 1. DEFINITIONS

When used in this Agreement, a term with initial capitalization shall have the meaning set forth in this Article 1 (“*Definitions*”) or the meaning set forth in the Article in which it is used. Any capitalized term not defined in this Agreement, shall have the meaning set forth in Module A of the Tariff (“*Common Provisions*”).

Acknowledgment of Support shall mean a document that the Transmission Provider provides to RFP Respondents for submission with Proposals, which: (1) is executed by an Affiliate of an RFP Respondent; (2) lists specific personnel, material, technical, financial, and/or other support that the Affiliate commits to provide to the RFP Respondent if that RFP Respondent’s Proposal is selected for a Competitive Transmission Project; and (3) authorizes the RFP Respondent to represent to the Transmission Provider during proposal submission and evaluation that such RFP respondent will have access to the specified support if selected as the Selected Developer.

Additional Insured shall mean the Transmission Provider and the Transmission Provider’s respective directors, officers, agents, servants and employees.

Agreement shall mean this Selected Developer Agreement together with the Agreement Documents.

Agreement Documents shall mean the documents, including any attachments, appendices, exhibits, schedules, or amendments, incorporated into this Agreement.

Applicable Reliability Standards shall mean the reliability standards approved by the Federal Energy Regulatory Commission under Section 215 of the Federal Power Act.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this Agreement.

Breaching Party shall mean a Party that is in Breach of this Agreement.

Cash Deposit Agreement shall mean a document in a form substantially as set forth in Appendix E of this Agreement.

Change Order shall mean the Transmission Provider’s written authorization to the Selected Developer to make changes in the Work or to provide extra Work pursuant to Article 6.4 (“*Modification*”) of this Agreement.

Change Request Form shall mean the document provided in Appendix B of this Agreement that the Selected Developer must use to detail and submit a change request to the Transmission Provider.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 12 (“*Default*”) of this Agreement.

Disputing Party shall have the meaning provided in Article 21 (“*Disputes*”) of this Agreement.

Effective Date shall have the meaning specified in Article 2.1 (“*Effective Date*”) of this Agreement.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

Force Majeure Event(s) shall have the meaning set forth in Article 11.1 (“*Force Majeure Events*”) of this Agreement.

Indemnified Party shall have the meaning provided in Article 21 (“*Disputes*”) of this Agreement.

Indemnifying Party shall have the meaning provided in Article 21 (“*Disputes*”) of this Agreement.

Interconnecting Transmission Owner shall mean any Transmission Owner or ITC, other than the Selected Developer, that owns or is building transmission facilities to which the Project will interconnect as part of the Transmission Provider’s Transmission System.

Interconnection Standards shall mean the transmission facility interconnection standards and requirements established from time to time by the Interconnecting Transmission Owner(s). Standards in effect as of the date this Agreement is executed are listed in Appendix F of this Agreement.

Irrevocable Standby Letter of Credit shall mean a letter of credit naming Transmission Provider as beneficiary in a form substantially as set forth in Appendix D of this Agreement.

Local Furnishing Bonds shall mean the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code.

Loss shall mean any and all damages, losses, and claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, but shall not include loss of profits.

Notice of Dispute shall have the meaning provided in Article 21 (“*Disputes*”) of this Agreement.

Other Party Group shall have the meaning provided in Article 13.3.1.5 (“*Additional Insured*”) of this Agreement.

Party or Parties shall mean the Transmission Provider, the Selected Developer, or the applicable combination of the above.

Planning Authority for the Project, as defined by NERC, shall mean the Transmission Provider from the time that the Project is identified in the Transmission Provider’s MISO Transmission Expansion Plan (the “MTEP”) and the MTEP is approved by the Transmission Provider Board, regardless of the status of Project construction or energization. As such, the Selected Developer shall be subject to the rights and obligations set forth in the Tariff that are applicable to Transmission Owners or ITCs as they pertain to the Project.

Project shall mean the [ENTER PROJECT NAME] Competitive Transmission Project included as part of the MTEP approved by the Transmission Provider Board on [ENTER APPROVAL DATE], including the details, specifications, timelines, details, drawings and representations contained in the RFP and accepted Proposal.

Project Confidential Information shall have the meaning set forth in Article 16 (“*Project Confidential Information*”) of this Agreement.

RFP shall mean the Request for Proposals posted on the Transmission Provider’s website on [ENTER RFP POSTING DATE] (as amended) that is associated with the Project inviting Qualified Transmission Developers to submit Proposals to construct, implement, own, operate, maintain, repair, and restore the Project.

Proposal shall mean the Proposal submitted to the Transmission Provider on [ENTER PROPOSAL SUBMITTAL DATE], including any subsequently submitted and approved amendments or modifications, by the Selected Developer in consideration of the posted RFP to construct, implement, own, operate, maintain, repair, and restore the Project.

Work shall mean the performance of the Selected Developer’s obligations relating to the development, construction, maintenance, operation and repair of the Project in accordance with the Tariff and this Agreement, including the specifications, timelines, details, drawings and representations contained in the RFP and Proposal.

Written Notice shall mean a document meeting the requirements of Article 20 (“*Notices*”). All notices required to be in writing shall contain: (1) a statement that the document is a “Notice” pursuant to this Agreement; (2) a concise description of the fact(s) or circumstance(s) that are the

subject matter of the Written Notice and what action the Party sending the Written Notice seeks performed; (3) if the Written Notice is tendered pursuant to a specific Article or requirement of this Agreement, an identification of that Article or requirement; (4) the name and contact information of a specific person that the Party receiving the Notice may contact for additional information, and (5) any other information required to be included in such Written Notice under the provisions of this Agreement.

ARTICLE 2. EFFECTIVE DATE, TERM, AND TERMINATION

2.1. Effective Date

This Agreement shall become effective (the “Effective Date”) on such date as this Agreement is executed by the Parties and the Selected Developer has fulfilled the requirements of *Article 3 (“Project Financial Security”)* of this Agreement, subject to acceptance by FERC (if applicable). The Selected Developer shall submit its signed copy of this Agreement to the Transmission Provider no later than sixty (60) Calendar Days of the date in which Transmission Provider notified Selected Developer that its Proposal has been selected. The Selected Developer and Transmission Provider may execute this Agreement prior to the Selected Developer satisfying the requirements of Article 3 and the Agreement shall become provisionally effective for a period of up to thirty (30) Calendar Days thereafter. In such event, the Selected Developer shall have up to thirty (30) Calendar Days from the date that this Agreement was executed to satisfy the requirements of Article 3. If the Selected Developer has not satisfied the requirements of Article 3 within thirty (30) Calendar Days from the date of execution, then this Agreement shall terminate and be treated as the Agreement having not become effective. The Transmission Provider shall file this Agreement with FERC after the Effective Date in accordance with Article 4.1 (“*Filing*”) of this Agreement, if required.

2.2. Term of Agreement

This Agreement shall remain in effect as of the Effective Date, until it is terminated consistent with Article 2.3 (“*Agreement Termination*”) of this Agreement (the “Term”).

2.3. Agreement Termination

This Agreement shall terminate at the earlier of the following:

2.3.1. Project Completion

Except for the obligations set forth in Article 2.5 (“*Survival*”) of this Agreement, this Agreement shall terminate when functional control of the Project is turned over to the Transmission Provider and all other obligations of this Agreement have been satisfied.

2.3.2 Default

Subject to the Provisions of Article IX (“*Variance Analysis*”) of Attachment FF of the Tariff, a Party may terminate this Agreement in accordance with Article 12 (“*Default*”) of this Agreement by sending a Written Notice.

2.3.3 Project Cancellation

In the event that pursuant to Section IX.E.4 of Attachment FF of the Tariff (“*Cancellation of Facilities and/or Projects*”), the Transmission Provider elects to cancel the Project, the Transmission Provider will terminate this Agreement by providing Written Notice to the Selected Developer, which shall become effective upon receipt of such Written Notice, subject to the provisions of Article 2.5 (“*Survival*”) of this Agreement, unless FERC establishes another date for the termination.

2.3.4 Reassignment

In the event that, pursuant to Section IX.E.3 of Attachment FF of the Tariff (“*Reassignment*”), the Transmission Provider elects to reassign the Project to another entity, the Transmission Provider will terminate this Agreement, by providing Written Notice of termination to the Selected Developer, which shall become effective upon receipt of such Written Notice of termination, subject to the provisions of Article 2.5 (“*Survival*”) of this Agreement, or upon such other such date that FERC may establish for the reassignment.

2.3.5 Compliance with Applicable Laws and Regulations and FERC Acceptance

Notwithstanding Article 2.3.1 (“*Project Completion*”), Article 12 (“*Default*”), Article 2.3.3 (“*Project Cancellation*”), and Article 2.3.4 (“**Reassignment**”) of this Agreement, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination and, if applicable, FERC has accepted the Written Notice.

2.4. Termination Responsibilities

In the event a Party terminates this Agreement, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages, charges, and expenses arising as a consequence of the termination. Upon receipt of a termination notice, Selected Developer shall, unless otherwise agreed between the Parties or ordered by FERC, perform the following:

- A. With respect to any portion of the Project that has not yet been constructed or installed, the Selected Developer shall:

1. Within fifteen (15) Business Days after receiving Written Notice of termination, tender to the Transmission Provider a summary of all pending contracts, orders, procurements or other written agreements (collectively “Pending Contracts”) relating to the unfinished or uninstalled portions of the Project. For each Pending Contract so identified, the Selected Developer shall provide a narrative description of the goods or services to be provided, the amount of money to be paid and any amounts already paid by the Selected Developer pursuant to the Pending Contract, the timing of such payments, the timing of when goods or services are to be delivered pursuant to the Pending Contract, and such other information as the Selected Developer deems useful or relevant. In the event that the Project is to be reassigned pursuant to the Variance Analysis provisions of the Tariff, the Selected Developer shall cooperate in good faith with the entity to which the Project is to be assigned and with any applicable third parties to facilitate the transfer of the Project, including the transfer of any contracts relating to the Project that the incoming developer desires to procure.
- B. If a Selected Developer terminates this Agreement or the Agreement is terminated by the Transmission Provider due to a Default by the Selected Developer, the Selected Developer shall be responsible for all costs incurred as a result thereof, including any cancellation or reassignment costs incurred by the Transmission Provider. In the event that the Transmission Provider terminates this Agreement other than due to a Default by the Selected Developer, the Transmission Provider shall bear its own costs incurred as a result thereof and recover the same in accordance with the Tariff.
- C. With respect to any portion of the Project already installed or constructed pursuant to the terms of this Agreement, Selected Developer shall be responsible for, and bear all costs associated with, storing and/or returning, preserving, maintaining, and rendering safe and reliable, all materials, equipment, or facilities associated with the Project pending further disposition of the same pursuant to Section IX (“*Variance Analysis*”) of Attachment FF of the Tariff.
- D. Keep the Transmission Provider fully informed about all actions taken or intended to be taken as a result of the termination. Within ten (10) Business Days of the Written Notice, the Selected Developer shall submit an itemized list of all actions taken or intended to be taken. Such list shall be updated both at regular intervals and upon request.

2.5. Survival

The rights and obligations of the Parties in this Agreement shall survive the termination, expiration, or cancellation of this Agreement to the extent necessary to provide for the determination and enforcement of said obligations arising from acts or events that occurred while this Agreement was in effect. The liability and indemnity provisions in Article 13 (“*Limitation Of Liability, Indemnity, And Insurance*”) of this Agreement also shall survive termination, expiration, or cancellation of this Agreement until such time as the Selected Developer has executed the MISO ISO Agreement and included the Competitive Transmission Facilities in Appendix H of the ISO Agreement. In the event this Agreement is terminated by reassignment prior to the Selected Developer executing the ISO Agreement, the obligation of the Selected Developer to fulfill the functions of a Transmission Owner pursuant to Articles 6.5 (“*Generator Interconnection Study Process*”) and 6.6 (“*Transmission Service Request Process*”) of this Agreement shall survive until reassignment is completed.

ARTICLE 3. FINANCIAL SECURITY

The Selected Developer shall submit Project Financial Security to the Transmission Provider in the amount of \$[ENTER AMOUNT] (U.S. dollars), which shall be three percent (3%) of the Project cost provided by the Selected Developer in their Proposal as specified in Appendix A of this Agreement. In accordance with Article 2.1 (“*Effective Date*”) of this Agreement, the Selected Developer can submit the Project Financial Security concurrently with the submission of its signed copy of this Agreement or within thirty (30) Calendar Days of its execution of this Agreement if needed to secure the funds to do so. Security for the Selected Developer’s performance in accordance with this Agreement shall be in the form of: (a) an Irrevocable Standby Letter of Credit in a form substantially as set forth in Appendix D of this Agreement; or (b) a refundable Cash Deposit accompanied by a Cash Deposit Agreement in a form substantially as set forth in Appendix E of this Agreement.

3.1. Irrevocable Standby Letter of Credit

If an Irrevocable Standby Letter of Credit is provided as Project Financial Security, the Irrevocable Standby Letter of Credit shall be drawn on a commercial bank or trust organized under the laws of the United States, or a political subdivision thereof, with: (i) a Credit Rating of at least (a) “A-” by S&P or (b) “A3” by Moody’s or (c) “A-” by Fitch or (d) an equivalent short-term debt rating by any of these agencies at the time of issuance and at all times the Irrevocable Standby Letter of Credit is outstanding.

The Selected Developer shall maintain the Irrevocable Standby Letter of Credit in full force and effect for the term of this Agreement as specified in Article 2.2 (“*Term of Agreement*”) of this

Agreement and for an additional period of sixty (60) Calendar Days following the date of termination of this Agreement to secure the performance of any surviving obligations in accordance with Article 2.5 (“*Survival*”) of this Agreement. If the Irrevocable Standby Letter of Credit provides for a shorter term, the Selected Developer shall renew or replace the Irrevocable Standby Letter of Credit as needed to maintain it in continual effect for the period required herein.

3.2. Cash Deposit

If a Cash Deposit is provided as Project Financial Security, Selected Developer shall also execute a Cash Deposit Agreement with the Transmission Provider. Cash Deposit shall be wired to a segregated account designated by Transmission Provider in a Written Notice to Selected Developer. The Transmission Provider shall hold the Cash Deposit for the term of this Agreement as specified in Article 2.2 (“*Term of Agreement*”) of this Agreement and for an additional period of sixty (60) Calendar Days following the date of termination of this Agreement to secure the performance of any surviving obligations in accordance with Article 2.5 (“*Survival*”) of this Agreement. Upon return of a Cash Deposit, the Transmission Provider shall pay to the Selected Developer the total Cash Deposit minus any funds drawn pursuant to Article 3.3 (“*Right to Draw on Project Financial Security*”) of this Agreement plus interest at the Transmission Provider’s overnight bank rate from and including the date of deposit to, but excluding, the date such funds are returned to the Selected Developer.

3.3. Right to Draw on Project Financial Security

Transmission Provider shall have the right to draw on the Irrevocable Standby Letter of Credit or the Cash Deposit Agreement if the Transmission Provider invokes Variance Analysis based on a Default under this Agreement.

3.4. Distribution of Project Financial Security

In the event that the Transmission Provider draws upon the Irrevocable Standby Letter of Credit or the Cash Deposit Agreement in accordance with Article 3.3 (“*Right to Draw on Project Financial Security*”) of this Agreement, Transmission Provider shall utilize such funds to offset any costs reasonably incurred by the Transmission Provider in reevaluating the Project and/or Selected Developer, transitioning the Project to a new Selected Developer/Transmission Owner, and or otherwise distribute such funds as determined by FERC. Such costs may include reasonable consultant fees, attorneys’ fees, costs of litigation/regulatory proceedings, and staffing costs directly attributable to taking actions under the Variance Analysis provisions of the Tariff. The Transmission Provider shall provide the Selected Developer with a detailed and itemized description of how any Project Financial Security has been used within thirty (30)

Calendar Days after submitting a filing to terminate this Agreement. In the event that the Transmission Provider, in accordance with the Variance Analysis procedure set forth in Attachment FF, Section IX (“*Variance Analysis*”), elects to address Default through a decision to take no action or through requiring a mitigation plan without terminating the Agreement, the Transmission Provider shall provide a detailed and itemized description of how Project Financial Security has been used within 30 Calendar Days after the Transmission provider and Selected Developer complete implementation of the mitigation plan or the Transmission Provider determines to take no action.

3.5. Maintenance of Acknowledgement of Support

In the event that the Transmission Provider reasonably determines at any time that an entity that has provided an Acknowledgement of Support for a Selected Developer no longer is capable of providing the support described therein, (due to insolvency, transfer of assets, repudiation of commitments, or any other such reason that would cause the Transmission Provider to question the viability of commitment), the Transmission Provider shall have the right to require the Selected Developer to promptly: (1) obtain a substitute Acknowledgement of Support for the described items or (2) explain to the reasonable satisfaction of the Transmission Provider why: (a) such substitute Acknowledgement of Support should not be required, or (b) that some alternate arrangement would prove equally or more effective in ensuring that the Selected Developer continues to meet its obligations. Failure to provide a substitute Acknowledgement of Support, explanation acceptable to the Transmission Provider, or alternate arrangement acceptable to the Transmission Provider, shall be a Breach of this Agreement and, if uncured, grounds for conducting a Variance Analysis pursuant to Section IX (“*Variance Analysis*”) of Attachment FF of the Tariff.

ARTICLE 4. REGULATORY FILINGS AND TARIFF COMPLIANCE

4.1. Filing

The Transmission Provider shall file this Agreement (and any amendment hereto) with FERC and if required, any other appropriate Governmental Authority. The Selected Developer may request that any information included in such filing be subject to the confidentiality provisions of Article 16 (“*Project Confidential Information*”). If the Selected Developer has executed this Agreement, or any amendment thereto, the Selected Developer shall reasonably cooperate with the Transmission Provider with respect to such filing and provide any information reasonably requested by the Transmission Provider needed to comply with applicable regulatory requirements.

4.2. Selected Developer subject to Tariff

The Selected Developer shall comply with all applicable provisions of the Tariff.

4.3. Relationship between this Agreement and the Tariff

If and to the extent a provision of this Agreement is inconsistent with the Tariff and dictates rights and obligations between the Transmission Provider and the Selected Developer, the Tariff shall govern.

4.4. Transmission-To-Transmission Interconnection Agreements

Unless the Project connects solely to the facilities of the Selected Developer, the Selected Developer shall: (1) execute a Transmission-to-Transmission Interconnection Agreement with each Interconnecting Transmission Owner(s); and (2) complete all requirements and execute all agreements or contracts required by each non-MISO entity to whose facilities the Project will interconnect.

The Selected Developer and Interconnecting Transmission Owner(s) shall take commercially reasonable efforts to finalize and execute the required Transmission-to-Transmission Interconnection at least one hundred and twenty (120) Calendar Days before the scheduled In Service Date of the Project. Any delays in the execution of a Transmission-To-Transmission Interconnection Agreements will not automatically be construed against the Selected Developer in consideration of the Variance Analysis pursuant to Article 10 (“*Variance Analysis*”) of this Agreement.

If requested, the Transmission Provider shall facilitate the coordination between the Selected Developer and the Interconnecting Transmission Owner(s) and any other non-MISO entities to whose facilities the Project will interconnect.

All necessary Transmission-to-Transmission Interconnection Agreements associated with the Project shall be executed by an authorized officer or duly authorized official of the Selected Developer, Interconnecting Transmission Owner(s), and Transmission Provider with the authority to bind their respective organizations, or filed unexecuted with FERC, prior to the energization of any Competitive Transmission Facilities defined in the Project.

4.5. ISO Agreement and Requirement to Become a Transmission Owner

The Selected Developer agrees that the Project shall be placed under the functional control of the Transmission Provider upon completion and placement of the Project in service to the Transmission System.

To the extent the Selected Developer is not already a Transmission Owner or ITC, the Selected Developer further agrees that it shall execute the ISO Agreement in sufficient time for its execution to become effective as of the date of energization of the Project and that it has met or shall meet all other Tariff requirements to become a Transmission Owner or ITC and an Owner in accordance with Article Two, Section V of the ISO Agreement. If the Selected Developer is already a Transmission Owner or ITC, it shall add the Project to the list of facilities transferred to the list of facilities comprising the Transmission Provider's Transmission System pursuant to Appendix H to the ISO Agreement.

4.6. Commitment to Operate within a Local Balancing Authority

Selected Developer shall operate all Competitive Transmission Facilities associated with the Project within the boundaries of a Local Balancing Authority ("LBA") and shall certify to the Transmission Provider that it has done so prior to the in-service date for the Competitive Transmission Facility.

4.7. NERC Registration & Reliability Standards

Selected Developer agrees to (1) register with NERC, or any successor entity serving as the Electric Reliability Organization (ERO) in accordance with NERC's registration requirements, (2) comply with all applicable NERC and regional entity reliability standards, and (3) perform the reliability functions of a NERC transmission owner (TO), transmission operator (TOP), and transmission planner (TP) in accordance with NERC's registration guidelines, for all Competitive Transmission Facilities associated with the Project. Prior to the In Service Date for the Competitive Transmission Facility, the Selected Developer shall certify to the Transmission Provider that it has complied with all such standards that are applicable to the Selected Developer prior to the in-service date for the Competitive Transmission Facility.

4.8. Interconnection and Reliability Criteria, Requirements, or Standards

The Selected Developer shall comply with the interconnection requirements and/or standards regarding the interconnection of transmission facilities of each and every entity to whose facilities the Project will interconnect. This includes, but is not limited to, those standards and requirements required for compliance with applicable NERC Facilities Design, Connections, and Maintenance ("FAC") reliability standards published by each Transmission Owner or ITC, as such requirements and standards exist from time to time. The Selected Developer shall also comply with the FERC Form 715 Part 4, Transmission Planning Reliability Criteria ("TPRC") as filed with FERC by each Interconnecting Transmission Owner.

The interconnection requirements and/or standards applicable to the Selected Developer that are in effect as of the Effective Date of this Agreement shall be included or referenced in Appendix F of this Agreement.

ARTICLE 5. SCOPE OF SERVICE

5.1. Commencement of Project Construction and associated Competitive Transmission Facilities

The Selected Developer shall commence construction of the Project as soon as practicable after the Effective Date of this Agreement.

5.2. Exclusive Responsibility of Selected Developer

The Selected Developer shall be solely responsible for all planning, design, engineering, procurement, construction, installation, management, operations, safety, and compliance with Applicable Laws and Regulations associated with the Project, including but not limited to obtaining all necessary permits, siting, and other regulatory approvals.

The Selected Developer shall perform its obligations of this Agreement in accordance with the terms of this Agreement, including the accepted Proposal and other Agreement Documents; Applicable Laws and Regulations; Applicable NERC Reliability Standards; transmission facility interconnection standards and requirements, established and provided by the Transmission Owner(s) or ITC(s) in Appendix F of this Agreement to which the Project's Competitive Transmission Facilities will interconnect; the requirement(s) or qualification criteria(s) specific to the state(s) where the Competitive Transmission Facilities are to be located in provided in Appendix G of this Agreement; the Tariff; the ISO Agreement; applicable MISO Business Practice Manuals; and Good Utility Practice.

All modifications to the Project must be approved by the Transmission Provider in accordance with Article 6.4 ("*Modification*") of this Agreement. Unless otherwise agreed to by the Parties, the Selected Developer shall develop and construct the Project in accordance with the specifications and implementation schedule set forth in the Proposal as accepted by the Transmission Provider, and such dates shall be set forth in Appendix A of this Agreement.

Except as provided in Article 5.4 ("*Transmission Provider Support*") of this Agreement, the Transmission Provider shall have no responsibility or right to manage, supervise, or direct the day-to-day operations of the Selected Developer, or to dictate the specific manner of the Selected Developer's compliance with the requirements of this Article. The Selected Developer shall report all violations of Applicable Laws and Regulations and safety standards to the

Transmission Provider promptly upon reporting such violation to, or receiving notice of such violation from, a Governmental Authority. After receiving notice of a violation from the Selected Developer pursuant to this paragraph, the Transmission Provider may require the Selected Developer to provide supporting information regarding such violation, including information regarding the nature of the violation, its anticipated impact on the Project, and the Selected Developer's plans for addressing the violation as such information becomes available to the Selected Developer.

5.3. Performance Standards

Each Party shall perform all of its obligations under this Agreement in accordance with all Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice. To the extent a Party, through no fault of its own, is required to take, or is prevented from, or is limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this Agreement for its lack of compliance therewith.

5.4. Transmission Provider Support

Upon request from the Selected Developer and pursuant to Section VI.D of Attachment FF of the Tariff, Transmission Provider shall assist the Selected Developer in justifying the need for, and obtaining certification of, any facilities required by the Project by preparing and presenting testimony in any proceedings before state or federal courts, regulatory authorities, or other agencies as may be required.

ARTICLE 6. FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

6.1. General

The Selected Developer shall, at its expense, design, procure, construct, and own, and install the Project, as set forth in Appendix A of this Agreement. The Selected Developer shall comply with all applicable requirements of law and shall assume responsibility for the design, procurement, and construction of the Project using Good Utility Practice and the standards and requirements provided by the Interconnecting Transmission Owner or other interconnecting entity, as applicable. The Project shall be based on the assumed accuracy and completeness of all technical information and data received by the Transmission Provider from the Selected Developer and by technical information received by the Selected Developer from any Interconnecting Transmission Owner or other interconnecting entity(ies) providing Transmission Interconnection Service. Any Modifications to the Project design provided in Appendix A to this Agreement must be approved by the Transmission Provider in accordance with Article 6.4

(“*Modification*”) of this Agreement. Unless otherwise agreed by the Parties, the Selected Developer shall develop and construct the Project consistent with the Selected Developer’s Proposal that was selected by the Transmission Provider, and such dates shall be set forth in Appendix A of this Agreement.

6.2. Variance Analysis & Project Status Reporting

The Selected Developer and Transmission Provider shall be bound by the Variance Analysis Provisions of Attachment FF of the Tariff and shall report the status of the Competitive Transmission Project to the Transmission Provider pursuant to the provisions in Attachment FF of the Tariff and Business Practices Manual BPM-020.

6.3. Project Monitoring

The Transmission Provider shall have the ongoing right to monitor the progress of the Selected Developer’s Work on the Project, Project costs, schedule and milestones, compliance with the accepted Proposal and the Selected Developer’s qualifications, to determine whether any action is appropriate under the Variance Analysis provisions of Section IX (“*Variance Analysis*”) of Attachment FF of the Tariff. The Selected Developer agrees to provide the Transmission Provider with any documents or information reasonably requested for this purpose subject to the confidentiality provisions of Article 16 (“*Project Confidential Information*”) of this Agreement.

6.4. Modification

Selected Developer shall be bound by its accepted Proposal and may not modify the Project or its Proposal without prior written consent of Transmission Provider as provided in Section 6.4.1 (“*Change Order Procedures*”) of this Agreement. The Transmission Provider’s written consent shall be subject to the provisions of this Agreement and the Tariff and shall not be unreasonably withheld, conditioned, or delayed.

6.4.1 Change Order Procedures

All modifications to this Agreement seeking to change the scope, timing or type of Work to be performed, shall be made and processed according the procedures set forth in this Article.

If the Selected Developer desires to undertake any modification to the Work, it shall submit a Change Request Form in the form of Appendix B of this Agreement. The Selected Developer shall provide the Change Request Form to the Transmission Provider at least ninety (90) Calendar Days in advance of the commencement of the work or within such shorter period upon which the Parties may agree. The Transmission Provider

shall determine if a modification is in accordance with the original Project criteria and intent and whether to approve the modification through the issuance of a Change Order in the form of Appendix C of this Agreement within sixty (60) Calendar Days after the Selected Developer's submission.

The Transmission Provider may initiate a change in the scope, type, or manner of performance of the Work under this Agreement by issuing a Change Order with the agreement of the Selected Developer. Change Orders initiated by the Transmission Provider shall be effective upon such date as is agreed between the Transmission Provider and Selected Developer. In the event that a Transmission Provider-initiated Change Order increases the total cost of the Work or the time necessary to complete the Work, the Selected Developer shall be entitled to an adjustment to the Project schedule and/or total Project cost to account for the Change Order on terms to be agreed between the Transmission Provider and Selected Developer. If the Selected Developer has agreed to cost containment provisions in its Proposal, the Transmission Provider and Selected Developer shall adjust such cost containment provisions to account for the Change Order.

No Change Order shall be effective until executed by a duly authorized employee of the Transmission Provider and an officer of the Selected Developer. Except in the case of a Change Order initiated by the Transmission Provider, any request for a Change Order shall be initiated using the Change Request Form as set forth in Appendix B of this Agreement.

6.4.2 Approved Modifications

Any additions, modifications, or replacements made to the Project shall be designed, constructed, and operated in accordance with this Agreement, Applicable Laws and Regulations, and Good Utility Practice.

6.4.3 Modifications ordered by a Governmental Authority

Any modifications to the Project's facilities ordered by a Governmental Authority are not subject to Transmission Provider's approval. However, this approval exception shall not prejudice the rights of the Transmission Provider to conduct a Variance Analysis of the Project. The Selected Developer is required to notify the Transmission Provider within thirty (30) Calendar Days after the Governmental Authority has issued an order directing Project modifications. Within sixty (60) Calendar Days after such order is issued, unless the Parties agree to a later date, and the Selected Developer shall submit a Change Request Form in the form of Appendix B of this Agreement covering the modifications ordered by the Governmental Authority. The Transmission Provider shall review the submitted Change Request Form and execute an appropriate Change Order in the form of

Appendix C upon determining that the Change Request Form accurately reflects the modifications ordered by the applicable Governmental Authority. The Transmission Provider's execution of such a Change Order shall neither be deemed approval of the requested change nor prejudice the rights of the Transmission Provider to conduct a Variance Analysis of the Project. The Selected Developer shall evaluate the impact of the ordered modifications to the total Project cost and schedule as soon as reasonably practicable and shall submit to the Transmission Provider any revisions to the Project cost estimate and/or schedule identified by such analysis promptly upon completing such evaluation. If the Selected Developer has not completed analysis of the cost and timing impacts of modifications ordered by a Governmental Authority by the date that it submits the Change Request Form, the Selected Developer shall state the estimated completion date of such analysis in place of the revised estimates on the submitted Change Request Form.

6.5 Generator Interconnection Study Process

Any request(s) for generator interconnection to the Project and its Competitive Transmission Facilities submitted to the Selected Developer following the Effective Date of this Agreement shall be directed to the Transmission Provider's Generator Interconnection Procedures (GIP) as specified in Attachment X of the Tariff. The Selected Developer shall assume the functions of a Transmission Owner in accordance with Attachment X of the Tariff, including the performance of any analysis for generator interconnection requests requesting interconnection with the Project. The Selected Developer will be reimbursed the actual costs incurred for the analysis to the same extent a Transmission Owner or ITC through the Tariff.

Any Generator Interconnection Agreements for interconnection to the Project shall be executed consistent with the relevant terms and conditions of the Tariff.

6.6 Transmission Service Request Process

Any request(s) for Transmission Service utilizing the Project and its Competitive Transmission Facilities submitted to the Selected Developer following the Effective Date of this Agreement shall be directed to the Transmission Provider's Transmission Service protocols as specified in Module B of the Tariff. The Selected Developer shall assume the obligations of a Transmission Owner in accordance with Module B of the Tariff, including the performance of any analysis for Transmission Service utilizing the Project. The Selected Developer will be reimbursed the actual costs incurred for the analysis to the same extent a Transmission Owner or ITC through the Tariff.

6.7 Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Transmission Provider's or the Selected Developer's tax exempt status with respect to the issuance of bonds, including Local Furnishing Bonds, if any.

ARTICLE 7. RIGHT TO INSPECT

The Transmission Provider shall have the right, but not the obligation, to inspect the Project for the purposes of assessing the progress of the Project and compliance with the terms of this Agreement and Agreement Documents at the Transmission Provider's expense. The Transmission Provider may exercise these rights from time-to-time, as it deems necessary upon reasonable advance notice to the Selected Developer. The exercise or non-exercise by the Transmission Provider of any such rights shall not be construed as an endorsement or approval by the Transmission Provider of any design, standards, construction practices, protective equipment or the operation thereof, used by the Selected Developer or the condition, fitness, safety, desirability, reliability, or warranty of the Project. Any information that Transmission Provider obtains through the exercise of any of its rights under this Article 7 ("*Right To Inspect*") shall be deemed Project Designated Confidential Information and treated pursuant to Article 16 ("*Project Confidential Information*") of this Agreement. The Transmission Provider agrees to indemnify the Selected Developer in accordance with Article 13.2 to the extent allowed by the Tariff for any claims arising from actions of the Transmission Provider, including its employees and agents, in completing such inspections.

ARTICLE 8. OPERATIONS

The Selected Developer shall not energize the Project with the Interconnecting Transmission Owner's or other entity's transmission system(s) until it has met the obligations detailed in the respective Transmission-to-Transmission Interconnection Agreement(s), the ISO Agreement, and any other similarly-executed agreements for entities outside the Transmission Provider's Transmission System unless prior written approval is given by each entity.

ARTICLE 9. COST RECOVERY, BILLING, AND PAYMENT

9.1 Cost Recovery

The ISO Agreement, Schedule 7 (“*Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service*”), Schedule 8 (“*Non-Firm Point-To-Point Transmission Service*”), Schedule 9 (“*Network Integration Transmission Service*”), Schedule 26 (“*Network Upgrade Charge from Transmission Expansion Plan*”), Schedule 26A (“*Multi-Value Project Usage Rate*”), Attachment O (“*Rate Formulae*”), Attachment GG (“*Network Upgrade Charge*”), Attachment MM (“*MVP Charge*”) of the Tariff, including company-specific Schedules 7, 8, 9, 26, and 26A, and Attachments O, GG and MM, and any other provisions of the Tariff that become accepted by FERC shall govern the Selected Developer’s recovery of costs associated with the Project and its associated Competitive Transmission Facilities, including costs for interconnection and transmission service related studies.

The provisions of this Article 9 (“*Cost Recovery, Billing, And Payment*”) of this Agreement shall survive termination of this Agreement in accordance with Article 2.5 (“*Survival*”) of this Agreement.

9.2 Binding Cost Containment Measures and Forgone Rate Incentives or Rate Recovery

If the Selected Developer submitted any binding cost containment measures, or committed to forego any kind of rate incentives or rate recovery as part of the Proposal, such commitments shall be detailed in Appendix A of this Agreement.

- Selected Developer committed to some kind of binding cost containment measures or to forego specific rate incentives or rate recovery.
- Selected Developer did not commit to any binding cost containment measures or forego any kind of rate incentives or rate recovery.

If the Selected Developer has committed to binding cost containment measures, the Selected Developer agrees that it shall not seek to recover, through its Transmission Revenue Requirement or through any other means, higher costs than the maximum costs specified in Appendix A of this Agreement, or determined in accordance with, any binding cost containment measures as specified in Appendix A of this Agreement except for costs incurred to comply with any additional specifications of the Transmission Provider or Interconnecting Transmission Owner(s) beyond the functional requirements for the Project as specified in Appendix F of this Agreement. The Selected Developer shall not seek recovery through its Transmission Revenue Requirement of any incentives or other costs that it has agreed to forego, as specified in

Appendix A of this Agreement. The provisions of this Article 9.2 (“*Binding Cost Containment Measures and Forgone Rate Incentives or Rate Recovery*”) of this Agreement shall survive termination of this Agreement in accordance with Article 2.5 (“*Survival*”) of this Agreement.

9.2.1 Approved Deviations from Binding Cost Containment and Incentive Rate Commitments

Notwithstanding the provisions of Article 9.2 (“*Binding Cost Containment Measures and Forgone Rate Incentives or Rate Recovery*”) of this Agreement, the Selected Developer shall be entitled to seek recovery for costs in excess of an agreed cost cap or that deviate from other agreed cost containment measures specified in Appendix A of this Agreement to the extent that such excess costs result from:

- A. A material change in the scope of Work, agreed to in writing by the Transmission Provider, for Work that: (1) was not contemplated by the RFP; and (2) is not made necessary by any failure to perform, negligent performance of, or inaccurate cost estimate of, the Work that the Selected Developer agreed to complete in its Proposal. In order to invoke the exception outlined in this Paragraph, the Selected Developer must obtain from the Transmission Provider a signed Change Order, stating the scope of the Work covered by said Change Order and the estimated or capped costs charged to accomplish the Work contemplated by the Change Order. The execution of a Change Order conforming to the requirements of this paragraph shall not authorize the receipt or retention of any excess recovery for elements of the Project not expressly covered by the executed Change Order;
- B. A requirement imposed by an Interconnecting Transmission Owner or by a Governmental Authority which was not foreseen at the time that the Selected Developer’s Proposal was submitted and which requirement increases Project costs, scope or schedule. In order to invoke the exception outlined in this paragraph, the Selected Developer must obtain from the Transmission Provider a signed Change Order describing the requirement imposed by the Interconnecting TO or Governmental Authority, and stating the estimated costs of compliance with that requirement. The execution of a Change Order conforming to the requirements of this paragraph shall not authorize the receipt or retention of any excess recovery for elements of the Project not expressly covered by the executed Change Order; or
- C. An increase in an element of Project cost expressly authorized by or exempted from the terms of the Selected Developer’s agreed cost containment proposal.

Selected Developer has elected to waive the approved deviations from binding cost containment contained in this Article either wholly or in part, as described in Appendix A.

9.3 Tariff Billing and Payment Provisions

The Transmission Provider and Selected Developer shall comply with the billing and payment provisions set forth in the Tariff.

9.4 Refund Obligation

The Selected Developer, whether or not it is subject to FERC rate jurisdiction under Section 205 and Section 206 of the Federal Power Act, shall make all refunds, adjustments to its recovered costs from Attachment O (“*Rate Formulae*”), Attachment GG (“*Network Upgrade Charge*”), and Attachment MM (“*MVP Charge*”) of the Tariff, including company-specific Attachments O, GG and MM, and do all other things required to implement any FERC order related to the Tariff, including any FERC order of which the implementation necessitates the Transmission Provider to make payment adjustments, issue refunds, or to receive prior period overpayments from, the Selected Developer. All such refunds and adjustments shall be made, and all other actions taken, in accordance with the Tariff, unless an applicable FERC order requires otherwise. These obligations under this Article 9.4 (“*Refund Obligation*”) of this Agreement shall survive termination of this Agreement in accordance with Article 2.5 (“*Survival*”) of this Agreement.

ARTICLE 10. VARIANCE ANALYSIS

Selected Developer acknowledges and agrees that it is subject to the Variance Analysis provisions specified in Attachment FF, Article IX of the Tariff (“*Variance Analysis*”).

ARTICLE 11. FORCE MAJEURE EVENT

11.1 Force Majeure Events

“Force Majeure Events” shall refer to fire, flood, earthquake, other extreme elements of nature or acts of God, war, terrorism, riots, rebellions, revolutions, civil disturbances, court or agency ordered injunctions, industry-wide or national labor disputes, criminal acts, and any other cause beyond a party’s control to the extent these events: (a) prevent a party from discharging its obligations under the Tariff or this, Agreement, or Agreement Documents or otherwise prevent all, or a portion of, the Project from being completed by the required in-service date; (b) are

outside the control of the party whose performance is to be affected by the Force Majeure Event; and (c) could not reasonably be foreseen or prevented by the Party whose performance is to be affected by the Force Majeure Event.

11.2 No Default

Except for the payments of monies, a party shall not be considered to be in Default with respect to any obligation hereunder if: (1) the party experiences a Force Majeure Event as defined in this Agreement and (2) the party experiencing the Force Majeure Event strictly follows the procedures set forth in this Article 11 (“*Force Majeure Events*”).

11.3 Initial Notice of Force Majeure

A Party that is unable to fulfill any obligation under this Agreement or whose performance will be delayed as a result of a Force Majeure Event shall notify the other Party by Written Notice or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices, given pursuant to this Article 11.3 (“*Initial Notice of Force Majeure*”), shall be confirmed with Written Notice as soon as reasonably possible. Written Notices shall provide the following information, to the extent known: (1) the time and date when the Force Majeure Event occurred, (2) the nature of the Force Majeure Event; (3) the specific obligations that the Force Majeure Event is likely to impact and how those obligations will be impacted; (4) the steps that have or will be taken to mitigate the Force Majeure Event; and (5) the anticipated duration of the Force Majeure Event.

11.4 Status Reports

In addition to the initial notice required by Article 11.3 (“*Initial Notice of Force Majeure*”) of this Agreement, the party declaring a Force Majeure Event shall provide a written status report at least every seven (7) Calendar Days for the duration of the Force Majeure Event and any applicable recovery period. The status report shall provide the latest available information regarding: (1) the specific obligations that the Force Majeure Event is likely to impact and how those obligations are being impacted; (2) the anticipated duration of the Force Majeure Event; (3) the steps that have or will be taken to mitigate the Force Majeure Event and the current status of those steps; and (4) the anticipated duration of the Force Majeure Event.

11.5 Duration of Force Majeure & Recovery Period

In the event that a Party declares a Force Majeure Event, such party shall be allowed a reasonable period of time, not to exceed three (3) months, after the Force Majeure Event ceases to recover and resume performance of its obligations. A Party shall be excused from whatever performance is affected only for the duration of the Force Majeure Event and while the Party

exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused because of the occurrence of the Force Majeure Event, such Party shall resume performance and give prompt Written Notice thereof to the other Party. The Transmission Provider and Selected Developer shall confer as soon as possible after a Force Majeure Event occurs to develop a mutually acceptable schedule for recommencing performance. The Party whose performance will be affected by a Force Majeure Event shall be obligated to use all commercially reasonable efforts to alleviate the impacts of the Force Majeure Event and to minimize disruptions to the development schedule.

11.6 Modification of Agreement due to a Force Majeure Event

If required, the Parties shall revise this Agreement following a Force Majeure Event including, but not limited to any Agreement Documents, appendices, attachment, or exhibit to this Agreement, to account for the Force Majeure Event.

11.7 Variance Analysis and Force Majeure Events

No provision of this Article 11 (“*Force Majeure*”) shall be construed to prejudice or interfere with Transmission Provider’s rights to conduct a Variance Analysis of the Project and/or a Selected Developer and to take any actions allowed under the provisions in Section IX of Attachment FF of the Tariff and MISO Business Practice Manual BPM-027. A termination or reassignment of this Project pursuant to the reevaluation provisions of the Tariff following a Force Majeure Event does not imply or depend upon any finding of fault, Breach, or Default by the Selected Developer. Nor shall the fact that Selected Developer is found not to be at fault, in Breach, or in Default of this Agreement following a Force Majeure Event: 1) operate to bar Transmission Provider from reassigning or cancelling the Project or 2) give rise to any claim of entitlement to compensation or damages against Transmission Provider flowing from such reassignment or cancellation. However, in the event the Transmission Provider takes any action pursuant to Section IX (“*Variance Analysis*”) of Attachment FF of the Tariff based on the occurrence of a *Force Majeure* Event where the Selected Developer has not Defaulted under this Agreement, the Transmission Provider shall bear all such costs and shall not be entitled to draw upon the Irrevocable Standby Letter of Credit or Cash Deposit.

ARTICLE 12. DEFAULT

No Default shall exist where failure to discharge an obligation, other than the payment of money, is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party.

12.1 Notice of Breach

Upon the occurrence of a Breach, the affected non-Breaching Party shall give Written Notice of such Breach to the Breaching Party. Provided the breach is curable, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Written Notice of Breach within which to cure such Breach or provide the non-Breaching Party with a written cure plan. If the Breaching Party provides the non-Breaching Party with a written cure plan within thirty (30) Calendar Days from receipt of the Written Notice of Breach, the Breaching party shall have ninety (90) Calendar Days from receipt of the Written Notice of Breach to either cure the Breach or obtain the non-Breaching Party's consent to a cure plan providing for a different deadline. The non-Breaching Party shall not unreasonably withhold, delay, or condition its acceptance of a cure plan.

However, no provision of this Article shall be read to require the non-Breaching Party to accept a written cure plan that (i) does not fully cure the Breach, (ii) materially alters Project, (iii) delays the completion of the Project past the scheduled In Service Date, or (iv) increases the total cost of the Project, provided that the non-Breaching Party shall not be permitted to consider cost increases as a factor in evaluating a cure plan to the extent that the Breaching Party has agreed to internally absorb such increases.

If a Breach is not cured within such ninety (90) Calendar Day period, but during such period the breaching Party and non-breaching Party have agreed to a written cure plan that (1) describes the actions the Breaching Party intends to take to effect the cure of the Breach, and (2) provides a timeline for curing the Breach, then the cure period shall be extended for such period as is provided in the agreed written cure plan and the Breaching Party shall not be held in Default provided it continuously and diligently works to complete such cure during the period provided in the written cure plan. In the event that the Breaching Party fails to timely perform all actions agreed to in the written cure plan, the non-Breaching Party may send a Written Notice informing the Breaching Party that it is in Default and that the Agreement shall be terminated. The Breaching Party shall not be entitled to any additional cure period to cure failures to perform under the written cure plan.

12.2 Notice to Financing Parties

If, as contemplated by Article 14.4.1 ("*Assignment to Project Finance Entity*") of this Agreement, the Selected Developer has provided notice to the Transmission Provider of an assignment of this Agreement for collateral security purposes to aid in providing financing for the Project, then: (a) if such notice of collateral assignment so indicates and contains notice information for the collateral assignee, the Transmission Provider shall provide a copy to collateral assignee identified in such notice of any notice of Breach given by the Transmission Provider to the Selected Developer; and (b) such collateral assignee shall have the right, but no obligation, to effect cure of the Breach on behalf of the Selected Developer within the original

cure period, and any performance of any obligations under this Agreement by such collateral assignee shall be accepted by the Transmission Provider to the same extent as though the Selected Developer had directly performed such obligations. Nothing herein shall be construed to allow a Project Finance Entity to effect a cure outside of the cure period afforded to the Selected Developer.

12.3 Default & Right to Terminate

A Default may be declared immediately upon the occurrence of the following events:

- (1) The Breaching Party fails to cure its Breach or provide a written cure plan within thirty (30) Calendar Days from receipt of the Written Notice of Breach,
- (2) The Breaching Party submits a cure plan within thirty (30) Calendar Days from receipt of the Written Notice of Breach but fails to secure the non-breaching Party's agreement to a written cure plan within ninety (90) Calendar Days from receipt of the Written Notice of Breach,
- (3) The Breaching Party fails to timely perform any obligation set forth in the written cure plan; or
- (4) The Breaching Party sends Written Notice to the non-Breaching Party stating that it does not intend to cure the Breach or offer a written cure plan.

If a Breach is not cured as provided in this Article 12 ("*Default*"), or if a Breach is not capable of being cured within the period provided for herein, the affected non-Breaching Party shall have the right: (i) to declare a Default and terminate this Agreement by Written Notice in accordance with Section IX of Attachment X of the Tariff at any time until cure occurs and be relieved of any further obligation hereunder and, (ii) whether or not such Party terminates this Agreement, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Upon Default by Selected Developer, Transmission Provider may draw upon the Selected Developer's Letter of Credit or retain the cash security. Nothing in this Article 12 ("*Default*") is intended in any way to affect the rights of a third-party to seek any remedy it may have in equity or at law from the Selected Developer resulting from Selected Developer's Default of this Agreement.

If the Breaching Party cures its Breach in accordance with the provisions of this Article 12 ("*Default*"), then the Breach shall cease to exist. If the Breaching Party was the Selected Developer, successful cure of the Breach according to the provisions of this Article shall

preclude the Transmission Provider from conducting a Variance Analysis based on the existence of such Breach.

The provisions of this Article 12 (“*Default*”) shall survive termination of this Agreement in accordance with Article 2.5 (“*Survival*”) of this Agreement.

12.4 Remedies Cumulative

No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 13. LIMITATION OF LIABILITY, INDEMNITY, AND INSURANCE

13.1 Limitation of Liability

Neither Party shall be liable to the other for any damages arising out of the performance of any obligation imposed by this Agreement, except as provided in the Tariff or this Agreement. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this Agreement, regardless of whether the obligation is preceded by a specific directive.

13.2 Indemnity

13.2.1 Claims or Losses to the Transmission Provider to which Indemnity Applies

To the extent permitted by law, the Selected Developer shall indemnify, defend and hold the Transmission Provider, including its employees and agents, harmless from all losses and claims that arise from:

- A. The Selected Developer’s performance or failure to perform any obligation imposed by this Agreement or any subsequently executed agreement;
- B. Any claim by an employee or independent contractor of the Selected Developer for payment of monies for work or materials;
- C. Any claim by an employee, independent contractor or third party alleging harm or injuries as a result of the design or construction of the Project, including claims for personal injury or death;

- D. Any claim arising from the construction of the Project, maintenance of Project worksites and construction areas, and safety precautions of procedures, including claims alleging personal injury, property damage, or death;
- E. Any claims or losses resulting from Selected Developer's violations of any law or regulation applicable to the development, construction, or operation of the Project, including claims arising from obligations to obtain permits, licenses or approvals or comply with the terms of any permit license or approval;
- F. Any claim asserting vicarious liability against the Transmission Provider for the actions or inactions of the Selected Developer or any employee or independent contractor of the Selected Developer;
- G. Any claim alleging that the Transmission Provider improperly selected, supervised or monitored the Selected Developer, its employees or independent contractors, but only to the extent such claim is based on a negligent act or omission by the Selected Developer, its employees or independent contractors for which the Transmission Provider is alleged to be liable; and
- H. Any claims by the Selected Developer for monetary damages under this Agreement or relating to the Project except for claims that have been presented to and approved by FERC in accordance with the Tariff and this Agreement.

13.2.1.1 Claims or Losses to Selected Developer to which Indemnity Applies

The Transmission Provider shall indemnify, defend, and hold the Selected Developer, including its employees and agents, harmless from any losses or claims arising from the Transmission Provider's performance or failure to perform any of its obligations imposed by this Selected Developer Agreement due to gross negligence or intentional misconduct to the same extent as provided in Section 10.3(b) of the Tariff.

13.2.2 Extent of Indemnification

If a Party (the "Indemnifying Party") is obligated to indemnify and hold the other Party ("Indemnified Party") harmless pursuant to Article 13.2.1 ("*Claims or Losses to the Transmission Provider to which Indemnity Applies*") or 13.2.1.1 ("*Claims or Losses to Selected Developer to which Indemnity Applies*") of this Agreement, the amount owing

to the Indemnified Party shall be the amount of Indemnified Party's actual loss, reasonable legal costs and fees and the cost of complying with any equitable or non-monetary orders, directives, or judgments, net of any insurance or other recovery ("Actual Loss"). In the event that FERC or any other court or tribunal with jurisdiction over the dispute finally determines that the indemnities provided in Article 13.2.1 ("*Claims Or Losses To The Transmission Provider To Which Indemnity Applies*") of this Agreement are unenforceable, the Indemnified Party shall be entitled to seek recovery of its Actual Loss through its Tariff.

13.2.3 Indemnification Procedure

Promptly after receipt by the Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect the Indemnifying Party's indemnification obligation unless and except to the extent that such failure or delay is materially prejudicial to the Indemnifying Party.

13.2.4 Participation in Legal/Administrative Proceedings

13.2.4.1 Indemnifying Party Participation

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the Indemnified Party and Indemnifying Party are both named as defendants in any such action and if the Indemnified Party concludes that there may be legal defenses available to it which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall be required to pay the fees and expenses of such attorney(s) hired to represent the Indemnified Party.

13.2.4.2 Indemnified Party Participation

The Indemnified Party shall be entitled, at its own expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party: (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the reasonable opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party or any of its agents or employees, or

there exists a conflict or adversity of interest between the Indemnifying Party and Indemnified Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party; and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

13.2.4.3 Failure to Defend

If the Indemnified Party is entitled to indemnification under this Agreement as a result of a claim by a non-Party, and the Indemnifying Party fails, after notice and reasonable opportunity, to assume the defense of such claim, the Indemnified Party may, at the expense of the Indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim without further notice to, or the consent of, the Indemnifying Party.

13.3 Insurance

The Selected Developer shall obtain and maintain in full force and effect insurance for the Project, including the development and construction of the Project, in accordance with Good Utility Practice and this Article 13.3 (“*Insurance*”). Such insurance policies shall name the Transmission Provider as an additional insured in accordance with the provisions of Article 13.3.1.5 (“*Additional Insured*”) of this Agreement.

13.3.1 Selected Developer Insurance

Subject to the provisions of Article 13.3.1.9 (“*Project Specific Insurance*”) of this Agreement, the Selected Developer shall, at its own expense, obtain and maintain in full force and effect throughout the period of this Agreement, the following default minimum insurance coverages for the Project, with insurers authorized to do business or an approved surplus lines carrier in each state where the Competitive Transmission Facilities associated with the Project are located:

13.3.1.1 Employers’ Liability and Workers’ Compensation Insurance

Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state(s) in which the Competitive Transmission Facilities included in the Project is/are located.

13.3.1.2 Commercial General Liability Insurance

Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, and punitive damages to the extent normally available where allowed by law and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

13.3.1.3 Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability Insurance, for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers licensed for travel on public roads, with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence for bodily injury, including death, and property damage.

13.3.1.4 Excess Public Liability Insurance

Excess Public Liability Insurance (also known as umbrella liability insurance) over and above the Employer's Liability, Commercial General Liability, and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of twenty million dollars (\$20,000,000) per occurrence/twenty million dollars (\$20,000,000) aggregate.

13.3.1.5 Additional Insured

The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance (also known as umbrella liability insurance) policies shall name the Transmission Provider and the Transmission Provider's respective directors, officers, agents, servants and employees ("Other Party Group") as Additional Insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) Calendar Days' advance written notice to the Other Party Group prior to anniversary date of cancellation.

13.3.1.6 Primary Provisions

The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered where allowed by law.

13.3.1.7 Tail Coverage and Extended Reporting Period Coverage

The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies, if written on a Claims Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by Transmission Provider and Selected Developer. The obligations under this Article 13.3.1.7 ("*Tail Coverage And Extended Reporting Period Coverage*") shall survive termination of this Agreement in accordance with Article 2.5 ("*Survival*") of this Agreement.

13.3.1.8 No Limitation or Excuse to Procure Necessary Insurance Coverage

The requirements contained herein as to the types and limits of all insurance to be maintained by Selected Developer are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by Selected Developer under this Agreement. Nor shall the listing of some types and limits of insurance coverage be read to excuse Selected Developer from obtaining any other types and limits of insurance coverage required by Good Utility Practices, Applicable Laws and Regulations, or by any other legal obligations, whether arising by contract, statute, or regulations.

13.3.1.9 Project Specific Insurance

If the Transmission Provider determines that different types of insurance, different coverage amounts, or additional insurance terms are desirable for a specific Competitive Transmission Project (“Project Specific Insurance”), the Transmission Provider may require that such insurance be procured by stating such requirements in the RFP for the Project. If such Project Specific Insurance is specified in the RFP for the Project, such requirements shall be deemed incorporated into this Agreement and shall supersede the default terms provided in Articles 13.3.1.1 (“*Employers’ Liability and Worker’s Compensation Insurance*”) – 13.3.1.4 (“*Excess Public Liability Insurance*”) of this Agreement to the extent of any conflict.

- Project Specific Insurance is not required for this Project**
- Project Specific Insurance is required for this Project**

Additional Coverage Types, Amounts & Terms Applicable to Project

13.3.1.10 Certification of Insurance

Within ten (10) Business Days following the Effective Date of this Agreement and, as soon as practicable after the end of each fiscal year thereafter or at the renewal of the insurance policy, and in any event within ninety (90) Calendar Days thereafter, Selected Developer shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer, to the Transmission Provider.

13.3.1.11 Self-Insurance

Notwithstanding the foregoing, the Selected Developer may self-insure to meet the minimum insurance requirements of Articles 13.3.1 (“*Selected Developer Insurance*”) through 13.3.1.9 (“*Project Specific Insurance*”) No Limitation or Excuse to Procure

Necessary Insurance Coverage”) of this Agreement, to the extent Selected Developer’s senior secured debt is rated at investment grade, or better, by Standard & Poor’s, Moody’s, or Fitch and that its self-insurance program meets minimum insurance requirements under Articles 13.3.1 (“*Selected Developer Insurance*”) through 13.3.1.9 (“*Project Specific Insurance*”) of this Agreement. If senior secured debt ratings are not available, the Transmission Provider may consider senior unsecured debt and issuer ratings.

For any period of time that a Selected Developer’s senior secured debt is unrated by Standard & Poor’s, Moody’s, or Fitch or is rated at less than investment grade by Standard & Poor’s, Moody’s, or Fitch, such Party shall comply with the insurance requirements applicable to it under Articles 13.3.1 (“*Selected Developer Insurance*”) through 13.3.1.10 (“*Certification of Insurance*”) of this Agreement.

In the event that a Selected Developer is permitted to self-insure pursuant to Article 13, it shall notify the Transmission Provider that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 13.3.1.10 (“*Certification of Insurance*”) of this Agreement.

13.3.1.12 Reporting of Accidents or Occurrence Resulting in Injuries

Selected Developer agrees to report to the Transmission Provider by Written Notice as soon as practical all accidents or occurrences resulting in injuries to any person, including death that are reportable under OSHA and to provide notice of any property damage in excess of \$50,000.00 arising out of this Agreement.

13.3.2 Contractor and Subcontractor Insurance Requirements

In accordance with Good Utility Practice, each Selected Developer shall require each of its contractors and subcontractors to maintain and, upon request, provide Selected Developer and Transmission Provider evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the contractor or subcontractor. Bonding and hiring of contractors or subcontractors shall be at the Selected Developer’s sole discretion, but regardless of bonding or the existence or non-existence of insurance, the Selected Developer shall be responsible for the performance or non-performance of any contractor or subcontractors it hires.

13.4 Continuity of Obligations

Subject to Article 13.3.1, the obligations and liability limitations under this Article 13 (“*Limitation Of Liability, Indemnity, And Insurance*”) shall survive termination of the Agreement in accordance with Article 2.5 (“*Survival*”) of this Agreement.

ARTICLE 14. ASSIGNMENT

A Party may assign its rights, duties, and obligations under this Agreement to another entity in accordance with this Article 14 (“*Assignment*”). Prior to a successful assignment, the Selected Developer is responsible for all its rights, duties, and obligations under this Agreement, including but not limited to, all aspects and commitments contained in its Proposal.

14.1 Written Consent

No Party may assign this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void.

14.2 Partial Assignments

Except for assignments described in Article 14.4 (“*Project Finance Entity Assignments*”) of this Agreement that may not result in the assignment of all rights, duties, and obligations under this Agreement to a Project Finance Entity, no partial assignments will be permitted. However, the Selected Developer may make a complete assignment of all rights, duties, and obligations under this Agreement if such assignment is properly disclosed in Selected Developer’s accepted Proposal.

14.3 Selected Developer Assignments

The Transmission Provider’s express written consent to a proposed assignment by the Selected Developer (the “Assignor”) to another entity (the “Assignee”) will not be unreasonably withheld, conditioned, or delayed and shall be contingent upon, prior to the effective date of the desired assignment, the following conditions, except as provided in Article 14.4 (“*Project Finance Entity Assignments*”) of this Agreement:

- A. Assignee is a MISO Transmission Owner or Non-Owner Member in good standing;
- B. Assignee is a Qualified Transmission Developer, as certified by the Transmission Provider, pursuant to the Tariff;

C. Assignee shall demonstrate to the Transmission Provider's reasonable satisfaction that:

- i. Assignee possesses sufficient financial, project implementation, operations and maintenance, and legal capabilities in order to comply with the terms of this Agreement and to construct the Project consistent with the Assignor's Proposal, cost estimates and schedule for the Project that are equal to or better than those possessed by the Assignor; and
- ii. Assignee possesses financial, project implementation, legal, and operations and maintenance capabilities that are equal to or better than those possessed by the Assignor. If a proposed Assignee cannot demonstrate to the satisfaction of the Transmission Provider that it independently possesses equal or greater financial, project implementation, operations and maintenance, and legal capabilities as compared to the Selected Developer, the Transmission Provider may approve the assignment subject to the imposition of reasonable conditions, such as guarantees or evidence of continuing support from the Assignor, in order to enable the Assignee to meet the requirements of this Article 14.3.C.ii ("*Selected Developer Assignments*") of this Agreement.

D. Assignee shall be an Affiliate of the Selected Developer;

E. Assignee shall assume this entire Agreement, including all Agreement Documents and any other agreements that Selected Developer has executed or is required to execute in connection with the Project and Proposal without material modification, including but not limited to any cost containment and cost-recovery provisions included in the Proposal, resulting in an assignment of all rights, duties, and obligations under this Agreement and related agreements. No partial assignments shall be allowed. Nor shall any novations be allowed, whether partial or full;

F. Assignee agrees to pay the Transmission Provider any actual, documented costs reasonably incurred by the Transmission Provider in evaluating the proposed assignment;

G. Assignee and Assignor execute the Transmission Provider's Consent to Assignment;

H. The Transmission Provider provides its express written consent of the assignment through the execution of a Consent to Assignment, which will not be unreasonably withheld, conditioned, or delayed;

Except as provided in Article 14.4 (“*Project Finance Entity Assignments*”) of this Agreement, for all assignments by any Party, the Assignee must assume in a writing, to be provided to the other Party, all rights, duties, and obligations of the Assignor arising under this Agreement. Any assignment described herein shall not relieve or discharge the Assignor from any of its obligations hereunder absent the written consent of the other Party, such consent shall not be unreasonably withheld, delayed or conditioned. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement diminish the rights of the Transmission Provider under this Agreement, the Tariff, or the ISO Agreement. Any Assignees that will construct, maintain, or operate the Project shall be subject to, and comply with the terms of this Agreement, the Tariff and the ISO Agreement.

14.4 Project Finance Entity Assignments

14.4.1 Assignment to Project Finance Entity

If an arrangement between the Selected Developer and a Project Finance Entity provides that the Project Finance Entity may assume any of the rights, duties and obligations of the Selected Developer under this Agreement or otherwise provides that the Project Finance Entity may cure a Breach of this Agreement by the Selected Developer, the Project Finance Entity may be assigned this Agreement or any of the rights, duties, or obligations hereunder only upon written consent of the Transmission Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement diminish the rights of the Transmission Provider under this Agreement, the Tariff, or the ISO Agreement.

14.4.2 Assignment by Project Finance Entity

A Project Finance Entity that has been assigned this Agreement or any of the rights, duties, or obligations under this Agreement or otherwise is permitted to cure a Breach of this Agreement, as described pursuant to Article 14.4.1 (“*Assignment to Project Finance Entity*”) of this Agreement, may assign this Agreement or any of the rights, duties or obligations under this Agreement to another entity not a Party to this Agreement only under the following conditions:

- A. Upon the Breach of this Agreement by the Selected Developer; and
- B. With the written consent of the Transmission Provider, which consent shall not be unreasonably withheld, conditioned, or delayed.

Any such assignment by a Project Finance Entity shall be subject to the requirements of Article 14.3 (“*Selected Developer Assignments*”) of this Agreement, except that Article 14.3D of this Agreement shall not apply. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement alter or diminish the rights of the Transmission Provider under this Agreement, the Tariff, or the ISO Agreement. Any Assignees that will construct, maintain, or operate the Project shall be subject to, and comply with this Agreement, the Tariff, and ISO Agreement.

14.5 Effect of Failure to Meet Assignment Requirements

If and to the extent that a Selected Developer’s proposed assignment fails to meet all of the requirements of this Article 14 (“*Assignment*”) of this Agreement and/or fails to receive written consent from the Transmission Provider, which consent shall not be unreasonably withheld, conditioned, or delayed, the Selected Developer remains responsible for all its rights, duties, and obligations under this Agreement.

14.6 Effect of Assignment

Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason thereof.

14.6.1 Effect of Improper Assignment

Any assignment in violation of Article 14 (“*Assignment*”) of this Agreement is void and ineffective. At the Transmission Provider’s election, an assignment in violation of Article 14 (“*Assignment*”) of this Agreement is grounds for conducting a Variance Analysis and potentially invoking the Transmission Provider’s rights pursuant to Attachment FF of the Tariff.

ARTICLE 15. SEVERABILITY

If any provision in this Agreement is finally determined to be invalid, void, or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Agreement.

ARTICLE 16. PROJECT CONFIDENTIAL INFORMATION

16.1 Definition of Project Confidential Information

“Project Confidential Information” shall mean: (1) the categories of information set forth in Section VIII.D.9.a (“*Confidential Information*”) of Attachment FF of the Tariff regardless of whether such information is submitted in a Proposal or conveyed after execution of this Agreement, and (2) any amendments, revisions, or updates to the categories of information listed in Section VIII.D.9.a (“*Confidential Information*”) of Attachment FF of the Tariff to the extent not publicly available. Project Confidential Information shall not include: (1) the categories of information set forth in Section VIII.D.9.b (“*Non-Confidential Information*”) of Attachment FF of the Tariff regardless of whether such information is submitted in a Proposal or conveyed after execution of this Agreement; (2) any amendments, revisions, or updates to the categories of non-confidential information listed in Section VIII.D.9.b (“*Non-Confidential Information*”) of Attachment FF of the Tariff; (3) any information specifically required to be disclosed by: (a) another provision of the Tariff, (b) by FERC order, or (c) by order of any other court, tribunal or agency with authority to compel such disclosure. The manner in which the Selected Developer communicates information to the Transmission Provider—whether orally, in writing, or by inspection—shall not affect the designation of such information as Project Confidential Information except as provided in Article 18.2 (“*Reporting of Legal Violations and Non-Force Majeure Events*”) of this Agreement, below.

16.1.1 Procedure for Designating Certain Information as Project Confidential Information

If confidential information is communicated to the Transmission Provider orally or through inspection, the Selected Developer shall promptly submit to the Transmission Provider a written confirmation outlining the portions of such documents or elements of information for which the Selected Developer seeks treatment as Project Confidential Information.

If the Selected Developer invokes Section VIII.D.9(a)(iv) of Attachment FF to the Tariff, regarding designation of information as confidential, as the basis for asserting that information should be treated as Project Confidential Information, the Selected Developer shall provide in writing the basis for asserting that such information warrants confidential treatment, and the Transmission Provider may disclose such writing to the appropriate Governmental Authority.

16.2 Term of Project Confidential Information

During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article Article 16 (“*Project Confidential Information*”) of this Agreement, the Transmission Provider shall hold in confidence and shall not disclose Project Confidential Information to any person. Project Confidential Information shall be treated in accordance with FERC policy and regulations. The Transmission Provider shall return to the Selected Developer or destroy all Project Confidential

Information at the expiration of three calendar years from the date that this Agreement expires or is terminated.

16.3 Release of Project Confidential Information

Except as provided below, the Transmission Provider shall not release or disclose Project Confidential Information to any other person, except to its employees, consultants, and subcontractors, on a need-to-know basis in connection with this Agreement, and then only after such person has first been advised of the confidentiality provisions of this Article 16 (“*Project Confidential Information*”) of this Agreement and has agreed to comply with such provisions. The Transmission Provider shall protect Project Confidential Information from unauthorized disclosure using the same standard of care as it uses to protect its own confidential information.

Subject to the exceptions set forth in Articles 16.5 (“Required Disclosure”) and 16.6 (“Disclosure to FERC, its Staff, or a State”) of this Agreement, Project Confidential Information shall not be disclosed by the Transmission Provider to any person not employed or retained by the Transmission Provider, except to the extent disclosure is: (i) required by law; (ii) reasonably deemed by the Transmission Provider to be required to be disclosed in connection with a dispute between the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by written consent of the Selected Developer, which consent not to be unreasonably withheld, conditioned, or delayed; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Balancing Authority, including disclosing the Project Confidential Information to a regional or national reliability organization. Prior to any disclosures of another Party’s Project Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in Article 16 (“*Project Confidential Information*”) of this Agreement, the Transmission Provider shall promptly notify the other Party in writing and shall assert confidentiality and cooperate with the other Party in seeking to protect the Project Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

16.4 Rights

The Selected Developer retains all rights, title, and interest in the Project Confidential Information disclosed to the Transmission Provider.

16.5 Required Disclosure

If a court or another Government Authority or entity with the right, power, and apparent authority to do so requests or requires the Transmission Provider, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to

disclose Project Confidential Information, the Transmission Provider shall provide the Selected Developer with prompt notice of such request or requirement so that the Selected Developer may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Transmission Provider may disclose such Project Confidential Information, which in the opinion of its counsel, the Transmission Provider is legally required to disclose. The Transmission Provider shall use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Project Confidential Information so furnished.

16.6 Disclosure to FERC, its Staff, or a State

Notwithstanding anything in Article 16 (“*Project Confidential Information*”) of this Agreement to the contrary, and pursuant to 18 C.F.R. Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from the Transmission Provider that is otherwise required to be maintained in confidence pursuant to this Agreement, the Transmission Provider shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Transmission Provider must, consistent with 18 C.F.R. Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Unless the Transmission Provider is specifically prohibited by FERC from notifying the Selected Developer prior to the release of Project Confidential Information to FERC or its staff. The Transmission Provider shall notify the Selected Developer when it is notified by FERC or its staff that a request to release Project Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. Section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations. Notwithstanding the foregoing, the Transmission Provider may disclose Project Confidential Information to Commission staff to the extent necessary to discuss the Transmission Provider’s implementation of the Competitive Developer Selection Process without adhering to the requirements of 18 C.F.R. Section 388.112 but only to the extent that such disclosure is: (1) limited to oral communications; (2) occurs outside the scope of a Commission investigation or proceeding; and (3) the Transmission Provider clearly communicates the confidential nature of the information shared.

16.7 Remedies

The Parties agree that monetary damages would be speculative and inappropriate to compensate the Selected Developer for the Transmission Provider’s breach of its obligations under Article 16

(“*Project Confidential Information*”) of this Agreement. The Parties therefore agree that the Selected Developer shall be entitled to seek equitable relief, by way of injunction or otherwise, if the Transmission Provider breaches or threatens to breach its obligations under Article 16 (“*Project Confidential Information*”) of this Agreement, which equitable relief shall be granted without bond or proof of damages. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for monetary damages, including direct, indirect, incidental, consequential or punitive damages of any nature or kind resulting from or arising in connection with Article 16 (“*Project Confidential Information*”) of this Agreement.

ARTICLE 17. PROJECT SAFETY

The Selected Developer shall take all reasonable precautions necessary to protect from personal injury, death, or occupational disease, all workers and all other persons who may be on or about that portion of the Project upon which the Work is being done. Selected Developer shall be responsible for ensuring that all Work done, materials used, and safeguards employed in connection with the Project shall be in compliance with the Safety and Health Standards promulgated under the Occupational Safety and Health Act of 1970 as amended, 29 U.S.C. 651 et. seq. (“OSHA”) and all other applicable Federal, State, County, and Municipal laws, regulations, ordinances, and standards.

Selected Developer shall take all necessary precautions necessary to prevent harm and or damage to the property of any third party in its performance of the contract.

ARTICLE 18. INFORMATION ACCESS AND AUDIT RIGHTS

18.1 Information Access

Each Party (the “Disclosing Party”) shall make available to the other Party information that is in the possession of the Disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the Disclosing Party for which the other Party is responsible under this Agreement; and (ii) carry out its obligations and responsibilities under this Agreement. The Parties shall not use such information for purposes other than those set forth in this Article 18.1 (“*Information Access*”) and to enforce their rights under this Agreement. Nothing in this Article 18.1 (“*Information Access*”) shall obligate the Transmission Provider to make available to a Party any third party information in its possession or control if making such third party information available would violate a Tariff restriction on the use or disclosure of such third party information.

18.2 Reporting of Legal Violations and Non-Force Majeure Events

Each Party (the “Notifying Party”) shall notify the other Party when the Notifying Party becomes aware of its inability to comply with the provisions of this Agreement for a reason other than a Force Majeure Event. The Selected Developer further agrees to immediately inform the Transmission Provider if it receives any notice from a Governmental Authority regarding a violation of Applicable Laws and Regulations or safety standards or reports such a violation to a Governmental Authority. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation, or information provided under this Article 18.2 (“*Reporting of Legal Violations and Non-Force Majeure Events*”) shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this Agreement.

18.3 Audit Rights

Subject to the requirements of confidentiality under Article 16 (“*Project Confidential Information*”) of this Agreement, the Transmission Provider’s audit rights shall include Transmission Provider’s right to audit the Selected Developer’s costs pertaining to performance or satisfaction of obligations under this Agreement.

18.3.1 Transmission Provider’s Audit Rights

The Transmission Provider, or its duly authorized representative, shall have the right, but shall have no obligation, during normal business hours, and upon prior reasonable notice to the Selected Developer, to audit at its own expense the accounts and records pertaining to satisfaction of obligations under this Agreement. Such audit rights shall include, but are not limited to, the costs pertaining to performance or satisfaction of obligations under this Agreement.

Any audit authorized by Article 18.3 (“*Audit Rights*”) of this Agreement shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to performance and satisfaction of obligations under this Agreement. The Selected Developer shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 18.4 (“*Audit Rights Period for Construction-Related Accounts and Records*”) of this Agreement.

18.3.2 Selected Developer's Audit Rights

Notwithstanding anything to the contrary in this Agreement, the Selected Developer's rights to audit the Transmission Provider's accounts and records shall be as set forth in the Tariff.

18.4 Audit Rights Period for Construction-Related Accounts and Records

Accounts and records related to the design, engineering, procurement, and construction of the Project constructed by the Selected Developer shall be subject to audit and verification by the Transmission Provider for a period of twenty-four (24) months following the issuance of a final cost summary.

ARTICLE 19. SUBCONTRACTORS

19.1 General

Subject to the Variance Analysis and reevaluation provisions of Section IX ("*Variance Analysis*") of Attachment FF of the Tariff governing changes in the qualifications of the Selected Developer, nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor it deems appropriate to perform its obligations under this Agreement. To the extent the Selected Developer has committed to using a specific subcontractor or subcontractors in its Proposal, any change to that subcontractor must be approved pursuant to Article 6.4 ("*Modification*") of this Agreement. Each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services, and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

19.2 Responsibility of Principal

The creation of any subcontract relationship shall not relieve a Party of any of its obligations under this Agreement. Each Party shall be fully responsible to the other Party for the acts or omissions of its subcontractors as if no subcontract had been made; provided, however, that in no event shall the Transmission Provider be liable for the actions or inactions of the Selected Developer or its subcontractors with respect to obligations of the Selected Developer under Article 5 ("*Scope Of Service*") of this Agreement. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

19.3 Subcontractor Insurance

The Selected Developer shall require each of its subcontractors to maintain appropriate insurance coverage types and amounts in accordance with Good Utility Practice.

ARTICLE 20. NOTICES

Unless otherwise provided in this Agreement, any notice, demand, or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party shall be effective when delivered and may be so given, tendered, or delivered by: (i) recognized national courier; (ii) depositing the same with the United States Postal Service with postage prepaid for delivery by certified or registered mail, addressed to the Party; or (iii) personal delivery to the Party, at the address set out in Article Article 20 (“*Notices*”) of this Agreement. Notwithstanding the foregoing, notices of any dispute must be made as provided in Attachment HH of the Tariff.

Either Party may change their respective notice information as information changes. A Party may change their respective notice information by providing a Written Notice to the other Party at least five (5) Business Day prior to the effective date of the change. Such changes shall not constitute an amendment to this Agreement.

20.1 Transmission Provider Addresses for Delivery of Notices

Midcontinent Independent System Operator, Inc.

Attn: Manager, Competitive Transmission Administration
2985 Ames Crossing Rd.
Eagan, MN 55121

Primary Point of Contact:

[Name]
Telephone: [Phone]
Email: [Email]

20.2 Selected Developer Addresses for Delivery of Notices

[Enter Company Name]

Attn: [Name]
[Address]
[Address]

Primary Point of Contact:

[Name]
Telephone: [Phone]
Email: [Email]

20.3 Selected Developer Addresses for Delivery of Notices

[Enter Company Name]

Attn: [Name]

[Address]

[Address]

Primary Point of Contact:

[Name]

Telephone: [Phone]

Email: [Email]

20.4 Alternative Forms of Notice

Any notice or request required or permitted to be given by a Party to another and not required by this Agreement to be given using another method may be given by e-mail to the following:

Midcontinent Independent System Operator, Inc.

[Name]

Telephone: [Phone]

Email: [Email]

[Enter Company Name]

[Name]

Telephone: [Phone]

Email: [Email]

ARTICLE 21. DISPUTES

In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party (the “Disputing Party”) shall provide the other Party (the “Non-Disputing Party”) with Written Notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the Non-Disputing Party. In the event the designated representatives of each Party are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the Non-Disputing Party’s receipt of the Notice of Dispute, such claim or dispute shall be submitted for resolution in accordance with the dispute resolution procedures specified in Attachment HH (“*Dispute Resolution Procedures*”) of the Tariff.

21.1 Disputes Regarding Indemnification

Disputes regarding indemnification shall be resolved pursuant to the procedures set forth in Attachment HH (“*Dispute Resolution Procedures*”) (“ADR Process”) of the Tariff. However, in the event that the Selected Developer invokes the ADR Process, the Selected Developer shall proceed as if required to indemnify the Transmission Provider until such time as it is finally determined that no such indemnification or defense was required. Upon such a finding, the Selected Developer may seek to discontinue its involvement in any legal defense subject to applicable law and ethical rules. Upon a finding that indemnity was not required, the Transmission Provider shall be required to repay the Selected Developer for all funds reasonably expended and liability reasonably incurred, with interest calculated pursuant to 18 CFR § 35.19(a), as a result of the indemnification and defense.

ARTICLE 22. PROTECTION OF WORK AND PROPERTY

The Selected Developer at all times shall perform its Work in accordance with the Tariff and Good Utility Practice and shall assume the risk of loss or damage to real or personal property and to all Work.

ARTICLE 23. REGULATORY REQUIREMENTS AND GOVERNING LAWS

23.1 Regulatory Requirements

The Selected Developer shall seek and obtain all required authorizations or approvals from Governmental Authorities as soon as reasonably practicable, and by the dates set forth in Appendix A of this Agreement, as applicable.

Nothing in this Agreement shall require the Selected Developer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, or the Energy Policy Act of 2005.

23.2 Governing Law

Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

23.2.1 Choice of Law

This Agreement shall be governed by, and interpreted in accordance with the laws of the State of Indiana, the Federal Power Act, and the laws, regulations, and decisions of the FERC without regard to its conflicts of law principles, as applicable.

23.2.2 Venue

Any dispute regarding the terms of this Agreement, the Work and/or the obligations of any Party or other interested entity arising under this Agreement, or otherwise pertaining to the Project must be brought before the FERC in accordance with all applicable rules and regulations of the FERC and the provisions of the Tariff.

However, in the event that a Party properly brings a dispute before the FERC and the FERC finally determines that it does not have jurisdiction over such dispute, the Party that originally brought the dispute before the FERC may initiate any legal action authorized by this Agreement in a judicial forum specified in Article 23.2.3 (“*Non-FERC Jurisdictional Dispute Venue*”) of this Agreement.

23.2.3 Non-FERC Jurisdictional Dispute Venue

Any claim that FERC finally determines must be made before a state or federal court shall be brought only in the Circuit or Superior Court for the County of Hamilton, Indiana or in the United States District Court for the Southern District of Indiana, applying Indiana law.

Failure to abide by this provision shall be grounds for a dismissal of the suit without prejudice. The Party breaching the provisions of this Article shall bear the other Party’s costs in obtaining dismissal or transfer.

ARTICLE 24. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Each Party makes the following representations, warranties, and covenants:

24.1 Good Standing

Such Party is duly organized, validly existing, and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified or will become qualified to do business in the state or states in which the Project and transmission facilities to be developed and owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted, and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

24.2 Authority

Such Party has the right, power, and authority to enter into this Agreement, to become a Party hereto, and to perform its obligations hereunder. This Agreement is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting creditors' rights generally and by general equitable principles, regardless of whether enforceability is sought in a proceeding in equity or at law.

24.3 No Conflict

The execution, delivery, and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement, or instrument applicable to or binding upon such Party or any of its assets.

24.4 Consent and Approval

Such Party has sought or obtained, or, in accordance with this Agreement, will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery, and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

24.5 Technical Specifications Accurate

All data, including drawings and technical specifications, provided by the Selected Developer to the Transmission Provider for the Project are accurate and complete as and when provided.

24.6 Selected Developer Representations

In signing this Agreement, the Selected Developer represents and warrants that it is not relying on any statements, promises, representations, or information provided from the Transmission Provider other than what is specifically stated or identified in writing within: (i) the RFP; (ii) this Agreement, including any and all Agreement Documents; (iii) the relevant portions of the Tariff; and (iv) the relevant portions of the Transmission Provider's Business Practice Manuals.

24.7 Compliance with All Applicable Laws, Regulations and Safety Standards

The Selected Developer shall have the sole responsibility for identifying and complying with all Applicable Laws and Regulations and all safety standards applicable to the Project. The Transmission Provider may from time to time identify specific legal requirements or standards applicable to the Project and communicate the same to the Selected Developer. Such lists are not exhaustive and shall not be relied on the by the Selected Developer as legal advice. No communication of such information to the Selected Developer shall relieve the Selected Developer of its obligation to identify and comply with all Applicable Laws and Regulations and safety standards.

ARTICLE 25. MISCELLANEOUS

25.1 Binding Effect

This Agreement and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

25.2 Entire Agreement

This Agreement, including all Agreement Documents attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof.

25.3 No Third Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the

Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest, and, where permitted, their assigns.

25.4 Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement shall not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement.

25.5 Headings

The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

25.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.

25.7 Amendment

By mutual agreement, the Parties may amend this Agreement by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations. Any such amendment must be consistent with the then-effective Tariff.

25.8 Modification of Appendices by the Parties

The Parties may by mutual agreement revise the Appendices of this Agreement and/or modify the Work by a written instrument duly executed by all of the Parties; provided, however, that such modification is consistent with the then-effective Tariff. Modifications described in Appendices B and C of this Agreement must be submitted and processed using the form of such Appendices.

25.9 Reservation of Rights

The Transmission Provider has the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to any rates, terms and conditions,

charges, classifications of service, rule, or regulation. The Selected Developer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations. Each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered.

25.10 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among or between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

25.11 Joint and Several Obligations

Except as otherwise provided in this Agreement, the obligations of the Transmission Provider and the Selected Developer are several, and are neither joint nor joint and several.

25.12 Nature of the Transmission Provider's Rights

The rights and remedies reserved by the Transmission Provider in this Agreement shall be cumulative and in addition to any other rights or remedies to which the Transmission Provider may be entitled to, and the exercise of any such rights or remedies shall not exclude the exercise of any other rights or remedies to which the Transmission Provider may be entitled. Neither the exercise of the Transmission Provider's rights or remedies, nor the failure to exercise any such rights or remedies, shall create in any manner any obligation to any third person or entity.

25.13 Advertising and Use of Transmission Provider's Facilities

Neither Party nor its employees, agents, contractors, or sub-contractors shall use the other Party's photographs, logo, trademark, or other identifying characteristics without such other Party's prior written approval. The provisions of this Article 25.13 ("*Advertising and Use of Transmission Provider's Facilities*") shall not be construed to prevent the Transmission Provider from identifying the Selected Developer or the Project in any report, presentation or filing.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals,
each of which shall constitute and be an original effective agreement between the Parties.

[ENTER COMPANY NAME]

Name of authorized corporate officer or equivalent official (print):

Title of authorized corporate officer or equivalent official (print):

Signature of authorized corporate officer or equivalent official:

Date: [Click here to enter a date.](#)

Midcontinent Independent System Operator, Inc.

Name of authorized corporate officer or equivalent official (print):

Title of authorized corporate officer or equivalent official (print):

Company name (print):

Signature of authorized corporate officer or equivalent official:

Date: [Click here to enter a date.](#)

APPENDICES TO THE SELECTED DEVELOPER AGREEMENT

Appendix A – Project Details, Implementation Schedule, & Costs

Appendix B – Change Request Form

Appendix C – Change Order Form

Appendix D – Irrevocable Standby Letter of Credit Template

Appendix E – Cash Deposit Agreement

Appendix F – Interconnection Requirements and Standards

Appendix G - Project Construction Completion Notice

Appendix A – Project Details, Schedule, & Costs

A.1 – Project Details

1. **Description:**
2. **Competitive Transmission Project Facilities:**
3. **Network Upgrades:**
4. **System Protection Facilities:**
5. **Distribution Upgrades:**
6. **Affected System Upgrades:**
7. **Diagram of Project:**

A.2 – Project Implementation Schedule

[Schedule for route and site evaluation, regulatory permitting, land acquisition, engineering and design, land surveying, material procurement, construction, and commissioning of the Project from the Selected Developer’s Proposal accepted by MISO, unless otherwise agreed to by MISO and the Selected Developer]

1. Project Implementation Schedule:

[Example: The Project Implementation Schedule will be determined on a case-by-case basis.]

Item	Milestone	Responsible Party	Due Date

A.3 – Project Costs & Cost Containment Commitments

1. Selected Developer’s estimated Project costs:

Competitive Transmission Project Costs	XX dollars (\$)
Total:	

In accordance with Article 6.2 (“*Variance Analysis & Project Status Reporting*”) of this Agreement and BPM-020, the Selected Developer shall provide the Transmission Provider with regular project status updates regarding cost estimates and the final cost of construction of the Project.

2. Selected Developer’s cost containment & rate commitments:

The Selected Developer provided in its Proposal and now commits to the cost containment and rate-recovery commitments (e.g. specific forgone rate incentives) for the Project as follows:

[Include if Selected Developer agrees to binding cost containment]

Selected Developer may adjust the amounts in each project cost category as needed during the term of this Agreement provided that the total Project cost does not exceed \$xxx.

Appendix B – Change Request Form

Date: Click here to enter a date.

Request #: __

Midcontinent Independent System Operator, Inc.

Attn: Manager, Competitive Transmission Administration
2985 Ames Crossing Rd.
Eagan, MN 55121

RE: [ENTER PROJECT NAME] Competitive Transmission Project

The following, including the attached supporting documentation, is a Change Request proposing to change the scope, type, or manner of performance of the Work, the Project and/or the Proposal under the [ENTER PROJECT NAME] Selected Developer Agreement executed on [PUBLISH DATE] between [ENTER COMPANY NAME] and the Transmission Provider (the “Agreement”). Capitalized terms used herein and not defined are defined in the Agreement.

Description of change requested and its effect on the Project Details: *(If none, so state.)*

Effect of this Change on the Project Implementation Schedule: *(If none, so state.)*

Effect of this Change on Project Cost and Cost Containment: *(If none, so state.)*

Attachments: *(List any supporting documentation attached; if none, so state.)*

[Enter Company Name]

Name of authorized corporate officer or equivalent official (print):

Title of authorized corporate officer or equivalent official (print):

Signature of authorized corporate officer or equivalent official:

Date: Click here to enter a date.

Appendix C – Change Order

Change Order Date: Click here to enter a date.

Change Order #: __

Reference is made to the [ENTER PROJECT NAME] Selected Developer Agreement executed on [PUBLISH DATE] between [ENTER COMPANY NAME] and the Transmission Provider, as modified and/or amended as of the date hereof (the “Agreement”). Capitalized terms used herein and not defined are defined in the Agreement.

Summary description of Change: _____

Detailed description of approved Change:

Description of approved Project cost and/or cost containment Change:

Attachments: *(List any supporting documentation attached; if none, so state.)*

[ENTER COMPANY NAME]

Signature of authorized corporate officer or equivalent official:

Name of authorized corporate officer or equivalent official (print):

Title of authorized corporate officer or equivalent official (print):

Date: Click here to enter a date.

Midcontinent Independent System Operator, Inc.

Signature of authorized corporate officer or equivalent official:

Name of authorized corporate officer or equivalent official (print):

Title of authorized corporate officer or equivalent official (print):

Date: Click here to enter a date.

Appendix D – Irrevocable Standby Letter of Credit Template

(See Attached)

[TO BE ON LETTERHEAD OF THE ISSUING BANK]

IRREVOCABLE STANDBY LETTER OF CREDIT

Irrevocable Standby Letter of Credit No. _____

Issued: [Date]

Expires at our counter (unless evergreen): [Date]

Midcontinent Independent System Operator, Inc.
720 City Center Drive
Carmel, IN 46032
Attn: Manager, Credit & Risk Management

Applicant/Account Party **[INSERT NAME OF SELECTED DEVELOPER OR ITS PARENT GUARANTOR]:**

Ladies and Gentlemen:

We, _____ **[FILL IN NAME OF BANK]** _____ (“Issuer”) do hereby issue this Irrevocable Non-Transferable Standby Letter of Credit No. _____ by order of, for the account of and on behalf of _____ (“Account Party”) and in favor of the Midcontinent Independent System Operator, Inc. (“Beneficiary” or “Transmission Provider”). The term “Beneficiary” includes any successor by operation of law of the named beneficiary including without limitation any liquidator, receiver or conservator.

This Letter of Credit is issued, presentable and payable and we guaranty to the drawers, endorsers and bona fide holders of this Letter of Credit that drafts under and in compliance with the terms of this Letter of Credit will be honored on presentation and surrender of certain documents pursuant to the terms of this Letter of Credit.

This Letter of Credit is issued to secure all of the obligations of Account Party to Beneficiary arising from Account Party’s acceptance of its designation as the Selected Developer (“SD”) for a Competitive Transmission Project designated as Project No. _____ (the “Project”), for which Beneficiary and Account Party have executed a Selected Developer Agreement (“SDA”). The obligations secured by this Letter of Credit include each and every obligation of the Account Party imposed by the SDA, as amended and supplemented from time to time; each provision of Beneficiary’s Open Access Transmission, Energy and Operating Reserve Markets Tariff (“Tariff”) applicable to the Project, as may be amended

and supplemented from time to time, together will all replacements and substitutes; and pursuant to any further agreement, commitment, obligation or undertaking that Account Party has made or is required to make by the SDA and/or Tariff (collectively the “Tariff and Agreement Documents”).

This Letter of Credit is available in one or more drafts and may be drawn hereunder for the account of _____ up to an aggregate amount not exceeding \$ _____ .00 (United States Dollars _____ and 00/100).

This Letter of Credit is drawn against by presentation to us at our office located at _____ of a drawing certificate: (i) signed by an officer or authorized agent of the Beneficiary; (ii) dated the date of presentation; and (iii) containing one (1) of the following statements:

1. “The undersigned hereby certifies to _____ (“Issuer”), with reference to its Irrevocable Non-Transferable Standby Letter of Credit No. _____, dated _____, issued on behalf of _____ (“Account Party”) and in favor of the Midcontinent Independent System Operator, Inc. (“Beneficiary”) that it has determined that said Account Party has failed to perform an obligation under, or make a payment in accordance with, the terms and provisions of the Tariff and/or Agreement Documents including all modifications, change orders, and any other documents forming a part of the Agreement Documents or required to be executed by the Tariff or Agreement Documents whether now or hereafter executed, and any replacements or substitutions thereof. The Beneficiary hereby draws upon the Letter of Credit in an amount equal to \$ _____ (United States Dollars _____ and 00/100)”; or
2. “As of the close of business on _____, 20__ (fill in date which is less than one hundred ten (110) Calendar Days before the expiration date of the Letter of Credit), Account Party has failed to renew, replace or amend the Letter of Credit in a manner acceptable to Beneficiary; or
3. “As of the close of business on _____, 20__ (fill in date which is more than ten (10) Business Days after the Beneficiary has requested that Account Party replace the Letter of Credit because the Issuer’s corporate debt is rated less than “A-” by S&P or lower than, “A3” by Moody’s), Account Party has failed to replace the Letter of Credit in a manner acceptable to Beneficiary.

Beneficiary shall have the right, in the event of a draw pursuant to subparagraph (2) or (3) of the immediately preceding paragraph, to draw down the entire face value of the Letter of Credit.

If presentation of any drawing certificate is made on a Business Day and such presentation is made on or before 10:00 a.m. _____ Time, Issuer shall satisfy such drawing request on the same Business Day. If the drawing certificate is received after 10:00 a.m. _____ Time, Issuer will satisfy such drawing request on the next Business Day.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for one (1) year from the expiration date hereof, or any future expiration date, unless at least one hundred twenty (120) Calendar Days prior to any expiration date Issuer sends notice to Beneficiary and Account Party at the above address by registered mail that Issuer elects not to consider this Letter of Credit renewed for any such period. In connection with any draw on this letter of credit, if you have not heard from us within five (5) Calendar Days from the date of your draw, a notice from us in the form of the certificate attached hereto as Exhibit A appropriately completed, indicating we have not reinstated the Letter of Credit for all amounts drawn on this Letter of Credit, your right to draw on us for the full face amount of this Letter of Credit shall be automatically reinstated and this automatic reinstatement of your right to make a draw for the full face amount of this Letter of Credit shall be applicable to successive draws so long as this letter of Credit shall not have terminated as set forth herein.

This Letter of Credit may be terminated only upon Issuer's receipt of a written release from the Beneficiary releasing the Issuer from its obligations under this Letter of Credit, which Beneficiary shall provide: (a) upon full and complete performance by the Account Party of all of its obligations under the Tariff, and Agreement Documents, or (b) upon receipt by Beneficiary of a substitute or replacement letter credit for the Project in a form acceptable to Beneficiary.

Disbursements under the Letter of Credit shall be in accordance with the following terms and conditions:

1. The amount, which may be drawn by the beneficiary under this Letter of Credit, shall be automatically reinstated by the amount of any drawings hereunder unless Issuer timely delivers the Certificate of Non Reinstatement of Amounts Available under the Irrevocable Standby Letter of Credit attached as Exhibit A hereto as provided above.
2. All commissions and charges will be borne by the Account Party.
3. This Letter of Credit may not be transferred or assigned by the Issuer.
4. This Letter of Credit is irrevocable.
5. This Letter of Credit shall be governed by the International Standby Practices Publication No. 590 of the International Chamber of Commerce, including any amendments, modifications or revisions thereof (the "ISP"), except to the extent that terms hereof are inconsistent with the provisions of the ISP, in which case the terms of the Letter of Credit

shall govern. This Letter of Credit shall be governed by the internal laws of the State of Indiana to the extent that the terms of the ISP are not applicable; provided that, in the event of any conflict between the ISP and such Indiana laws, the ISP shall control.

6. This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary and the Issuer.
7. The Beneficiary shall not be deemed to have waived any rights under this Letter of Credit, unless the Beneficiary or an authorized agent of the Beneficiary shall have signed a written waiver.

No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver.

8. A failure to make any partial drawings at any time shall not impair or reduce the availability of this Letter of Credit in any subsequent period or our obligation to honor your subsequent demands for payment made in accordance with the terms of this Letter of Credit.

[Authorized Signature]

[Date]

Name: _____

Title: _____

CERTIFICATE OF NONREINSTATEMENT
OF AMOUNTS AVAILABLE UNDER IRREVOCABLE LETTER OF CREDIT NO.

The undersigned, a duly authorized officer of _____ (the "Bank"), hereby certifies to Midcontinent Independent System Operator, Inc. ("Transmission Provider") with reference to Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit") issued by the Bank in favor of Transmission Provider that the amount drawn by Transmission Provider pursuant to its most recent drawing dated as of _____ has not been reinstated either (a) because the Bank has not been reimbursed for such drawing, or (b) a Default has occurred under the Reimbursement and Pledge Agreement dated as of _____, 20____, between the Bank and the Account Party, as defined in the Letter of Credit, and is continuing.

Except as herein expressly set forth, all other terms and conditions of the Letter of Credit remain unchanged.

IN WITNESS WHEREOF, the Bank has executed and delivered this certificate this ____ day of _____, _____.

[Name of Bank]: _____

By: _____ Its: _____

Appendix E – Cash Deposit Agreement

CASH DEPOSIT AGREEMENT

_____ (“x”) has agreed to deliver a cash deposit in the amount of _____ to the Midcontinent Independent System Operator, Inc. (“Transmission Provider”) to secure Selected Developer’s performance of its obligations arising from Selected Developer’s acceptance of its designation as the Selected Developer for a Competitive Transmission Project designated as Project No. _____ (the “Project”), for which the Transmission Provider and Selected Developer have executed a Selected Developer Agreement (“SDA”). The obligations secured by this Cash Deposit Agreement include each and every obligation of the Selected Developer imposed by the SDA, as supplemented or amended; each provision of Transmission Provider’s Open Access Transmission, Energy and Operating Reserve Markets Tariff (“Tariff”) applicable to the Project, as amended; and pursuant to any further agreement, commitment, obligation or undertaking that the Selected Developer has made or is required to make by the SDA and/or Tariff (collectively the “Tariff and Agreement Documents”), together with the Transmission Provider’s actual and reasonable costs, including reasonable attorneys’ fees and expert witness fees incurred in conducting reevaluation and/or reassigning the Project pursuant to Section XI of Attachment FF of the Tariff.

Selected Developer agrees to deliver _____, which amount represents three percent (3.0%) of the total estimated cost of the Project, to Transmission Provider (the “Project Deposit”) by wire transfer to a segregated account designated by Transmission Provider in a written notice to Selected Developer. Such account (the “Account”) shall be with a Qualified Institution (the “Custodian”) and registered in the name of Transmission Provider for the benefit of Selected Developer. Transmission Provider shall have complete and total control over the Account and the Project Deposit, provided that the Selected Developer has certain contract rights to the Project Deposit as provided under the Tariff and/or this Agreement. Qualified Institution means a commercial bank or trust company organized under the law of the United States or a political subdivision thereof, with a Credit Rating of at least “A-” by S&P or “A3” in the case of Moody’s. The Project Deposit, together with any additional amounts deposited by or at the direction of Selected Developer in the Account and any and all interest, shall be referred to herein as the “Total Project Deposit.” Transmission Provider agrees that Selected Developer shall earn interest on the Total Project Deposit at the Transmission Provider’s overnight bank

rate from and including the date of deposit to, but excluding, the date such Total Project Deposit is returned (or applied as described below).

To secure its obligations under this Cash Deposit Agreement, and the Tariff and Agreement Documents, the Selected Developer hereby grants to Transmission Provider a present and continuing first-priority security interest in, and lien on and right of offset against, all of the undersigned's right, title, and interest in the Account and the Total Project Deposit (including all interest thereon), including all products and proceeds of the foregoing, any and all renewals, extensions, replacements, modifications, additions, and substitutions of the foregoing, and all rights, remedies, claims and demands under or in connection with the foregoing. Selected Developer agrees to take such action as Transmission Provider reasonably requires in order to perfect Transmission Provider's first-priority continuing security interest in, and lien on and right of offset against the Account and Total Project Deposit, including, without limitation entering into a control agreement, in form and substance acceptable to Transmission Provider to give Transmission Provider control of the Account and Total Project Deposit.

The Transmission Provider shall have the right to draw upon the Account for any portion or all of the Total Project Deposit upon making a determination, pursuant to the Tariff and Agreement Documents, that Selected Developer has failed to perform an obligation under, or make a payment in accordance with, the terms and provisions of the Tariff and/or Agreement Documents including all modifications, change orders, and any other documents forming a part of the Agreement Documents or required to be executed by the Tariff or Agreement Documents whether now or hereafter executed, and any replacements or substitutions thereof ("Default Determination").

Transmission Provider agrees that it shall not have the right to sell, pledge, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business the Total Project Deposit unless and until a Default Determination has been made, provided that Transmission Provider shall have all the rights of a secured party as contemplated by the UCC. Transmission Provider further agrees that it shall be entitled to draw on all or any portion of the Total Project Deposit upon making a Default Determination and may apply such funds for any purpose authorized by the Tariff and Agreement Documents.

If additional cash deposit is required by the Tariff or Agreement Documents, and Selected Developer adds such additional cash deposit, then such cash deposit shall be added to the existing Total Project Deposit under this Cash Deposit Agreement and the security interest granted under this Agreement shall attach to such additional cash deposit.

Selected Developer hereby constitutes and appoints Transmission Provider, through any of its officers, as its true and lawful attorney-in-fact, with full power of substitution and authority in the place and stead of Selected Developer and in the name of Selected Developer or in its own name, from time to time, for the purpose of carrying out the terms of this Agreement from and after the occurrence of a Default Determination, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement. Such power of attorney is coupled with an interest and shall be irrevocable until such time as all of the Selected Developer's obligations under the Tariff and Agreement Documents are fully and finally performed, all of the Agreements (other than the Tariff and this Cash Deposit Agreement) have terminated and the facilities that are the subject of the SDA have been placed under the functional control of the Transmission Provider. Selected Developer hereby ratifies and approves all acts of such attorneys.

Neither Transmission Provider nor any attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law, absent gross negligence, bad faith or willful misconduct and subject to the limitations on liability set forth in the Tariff.

Until such time as Transmission Provider exercises its remedies hereunder, all income, earnings and profits with respect to the Account (and Total Project Deposit) shall be reported for state and federal income tax purposes as attributable to Selected Developer and not Transmission Provider; and Selected Developer hereby instructs Transmission Provider (and any other person authorized to report taxable income distributions) to issue, or cause to be issued, IRS Form 1099 indicating Selected Developer as the recipient of such income, earnings and profits.

Subject to the approval of Transmission Provider, the Selected Developer may substitute any portion of the Total Project Deposit deposited hereunder with a letter of credit issued by a Qualified Institution in form and substance acceptable to Transmission Provider or other form of financial security acceptable to Transmission Provider, in Transmission Provider's sole discretion.

Selected Developer hereby expressly acknowledges and agrees that this Cash Deposit Agreement shall be in effect as of the date the cash deposit is delivered to Transmission Provider and shall govern the period of time during which funds are held by Transmission Provider in the Account.

This Agreement shall terminate and any remaining portion of the Total Project Deposit shall be returned to the Selected Developer within sixty (60) days following the date of termination of the SDA to secure the performance of any surviving obligations in accordance with the SDA.

Please acknowledge your agreement to the terms hereof by signing the acknowledgement set forth below.

Very truly yours,

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED:

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

By: _____

Name

Title:

Appendix F – Interconnection Requirements and Standards

Interconnection Requirements and Standards

This Appendix to the Agreement contains the list of current transmission facility interconnection standards and requirements, established by the Transmission Owner(s) or ITC(s) to which the Competitive Transmission Facilities associated with the Competitive Transmission Project will interconnect to as provided by the interconnecting Transmission Owners.

[Example: Interconnection Requirements and Standards are listed based upon the Project]

1. Incumbent Transmission Owner or ITC #1

[Insert the FERC Form 715 TRPC, Transmission Planning Criteria & Guidelines filed with FERC by Incumbent Transmission Owner or ITC #1 (or a link to such document) and all application transmission interconnection requirements and standards that govern the interconnection of transmission facilities to the transmission systems owned by Incumbent Transmission Owner or ITC #1 (or a link to such document).]

2. Incumbent Transmission Owner or ITC #2

[Insert the FERC Form 715 TRPC, Transmission Planning Criteria & Guidelines filed with FERC by Incumbent Transmission Owner or ITC #2 (or a link to such document) and all application transmission interconnection requirements and standards that govern the interconnection of transmission facilities to the transmission systems owned by Incumbent Transmission Owner or ITC #2 (or a link to such document).]

Appendix G – Project Construction Completion Notice

[Date]

Midcontinent Independent System Operator, Inc.

Attn: Manager, Competitive Transmission Administration
2985 Ames Crossing Rd.
Eagan, MN 55121

Re: [ENTER PROJECT NAME] Construction Completion

Dear _____:

This letter confirms that on [DATE] [ENTER COMPANY NAME] has completed construction of the [ENTER PROJECT NAME] Competitive Transmission Project.

Thank you.

Signature of authorized corporate officer or equivalent official:

Name of authorized corporate officer or equivalent official (print):

Title of authorized corporate officer or equivalent official (print):

Date: Click here to enter a date.

cc: Transmission Owner

I. Benefit Metrics: Market Efficiency Projects

The Transmission Provider shall apply the benefit metrics outlined in this Attachment FF-7 for purposes of identifying economic benefits associated with Market Efficiency Projects. These benefit metrics include: Adjusted Production Cost (“APC”) Savings, Avoided Reliability Project Savings, and savings or increased costs resulting from reduced or increased payments pursuant to the Settlement Agreement approved by the Commission in *Midcontinent Indep. Sys. Operator, Inc.*, 154 FERC ¶ 61,021 (2016) (“MISO-SPP Settlement Agreement”).

A. Adjusted Production Cost (“APC”) Savings

APC savings include savings realized from reduced generator startup, hourly generator no-load, generator energy, and generator Operating Reserve costs. APC savings can be realized through reductions in both transmission congestion and transmission energy losses. APC savings can also be realized through reductions in Operating Reserve requirements

1. Calculation of APC savings. The Transmission Provider shall utilize weighted futures, no loss (“WFNL”) metric to analyze the anticipated annual APC benefits of construction of a proposed Market Efficiency Project to Transmission Customers in each of the Cost Allocation Zones, as defined in Attachment WW. APC savings will be calculated as the difference in total production cost of the Resources in each Cost Allocation Zone adjusted for import costs and export revenues with and without the proposed Market Efficiency Project as part of the Transmission System. The WFNL metric for each Cost Allocation Zone shall be calculated using the weighted APC savings determined for each future scenario included in the analysis. The annual APC benefit for a proposed Market Efficiency Project shall be determined as the sum of the WFNL values

for each Cost Allocation Zone, as defined in Attachment WW. Each Cost Allocation Zone that has a positive net present value of annual APC benefits over the evaluation period will be allocated a proportional benefit amount based upon the total benefits received by the Cost Allocation Zone. The APC benefit would be further allocated to all Transmission Customers in each Transmission Pricing Zone within a benefiting Cost Allocation Zone based upon its load ratio share within the Cost Allocation Zone.

2. The WFNL metric shall utilize the future scenarios determined and identified by the Transmission Provider through the planning process, with input from all stakeholders. The weights applied to the results of each future scenario shall also be determined by the Transmission Provider with input from all stakeholders.

3. Project APC benefit evaluations will include benefits for the first 20 years of project life after the projected in-service date, with a maximum planning horizon of 25 years from the approval year. The total APC benefit shall be determined by calculating the present value of annual APC benefits for the multiple year scenarios and multi-year evaluations.

B. Avoided Reliability Project Savings (“ARP Savings”):

ARP Savings are those savings realized by Transmission Customers by eliminating the need to develop one or more Avoided Reliability Projects in the future due to a Market Efficiency Project.

1. To be an Avoided Reliability Project, the project must:
 - a. be a reliability project determined to address NERC reliability standards (Baseline Reliability Project) or other localized reliability transmission issues pursuant to

Attachment FF, Sections I.C.1.b and II.A and the Transmission Planning Business Practices Manual, and must be contained in the list of Targeted Appendix A projects that are recommended for approval for inclusion in Appendix A of the current year's MTEP as the preferred solution to one or more Transmission Issues consistent with Attachment FF, Section I.C.1.b.i.e.

b. be needed after the expected in-service date of a proposed Market Efficiency Project and

c. be avoided by a proposed Market Efficiency Project.

2. Process for Review and Approval of Avoided Reliability Projects

a. During the MTEP process and consistent with Attachment FF, Section I.D, Market Efficiency Projects determined to be a preferred solution will be evaluated for reliability benefits to determine if any reliability projects contained in the list of Targeted Appendix A projects that are recommended to the Transmission Provider Board meet the criteria as an Avoided Reliability Project per Attachment FF-7, Section I.B.1.

b. Avoided Reliability Projects will be reviewed in the MTEP planning process with the applicable Transmission Owner(s), state regulatory authorities, and other impacted stakeholders to determine if the Market Efficiency Project addresses the same reliability need addressed by the Avoided Reliability Project.

c. Projects determined to meet the criteria for an Avoided Reliability Project shall be separately identified in the MTEP report as projects that would be included in Appendix A but for their displacement by the Market Efficiency Project. The

Avoided Reliability Project will be listed separately from Appendix A in the MTEP Report.

d. Approval of the Market Efficiency Project for inclusion in Appendix A by the Transmission Provider Board shall include a determination that the Avoided Reliability Project is avoided by the Market Efficiency Project.

3. ARP Savings Benefit Calculation.

- a. Any reliability project that is the same as, or a component of, the Market Efficiency Project subject to this evaluation shall be excluded from the analysis.
- b. All sunk costs expended by the Transmission Owner on an Avoided Reliability Project are excluded from the analysis.
- c. The Transmission Provider will calculate the benefit from ARP Savings by converting the estimated project cost of the Avoided Reliability Project to present value of total annualized cost of the first 20 years of project life after the projected in-service date, with a maximum planning horizon of 25 years from the approval year.
- d. The ARP Savings benefit is allocated to Transmission Pricing Zone(s) that would have been allocated the cost of the Avoided Reliability Project commensurate with the costs avoided by the Transmission Pricing Zone.

C. MISO-SPP Settlement Agreement Cost Saving

The MISO-SPP Settlement Agreement Cost Saving shall be calculated as the change in annual payments due from MISO to SPP and the Joint Parties pursuant to the MISO-SPP Settlement Agreement for MISO transfers above the MISO Contract Path Capacity as defined in Section 2.2 of the MISO-SPP Settlement Agreement, that result from the proposed Market Efficiency

Project. Market Efficiency Projects eligible for application of this benefit are those that increase or decrease contract path capacity and lower or raise payment costs consistent with Section 2.3.1 of the MISO-SPP Settlement Agreement.

1. The benefits would be distributed in the same manner as Costs are allocated pursuant to MISO Schedule 49. Costs are defined under MISO Schedule 49.
2. For every megawatt of increased MISO Contract Path Capacity, pursuant to Section 2.3.1 of the MISO- SPP JOA Settlement Agreement, the payment structure included in Section 2.6.3 will be reduced by \$667/MW-month. The total benefit saving would be calculated as the present value of an annuity of \$667*MW/month from the in-service date y to the first 20 years of project’s life, assuming current year is x

PV annuity start in the future year y

$$= 667 * 12 * MW * \frac{1 - (1 + r)^{-(20+(y-x))}}{r} - 667 * 12 * MW * \frac{1 - (1 + r)^{-(y-x)}}{r}$$

Discount rate r representing the after-tax weighted average cost of capital of the Transmission Owners that make up the Transmission Provider Transmission System will be used.

3. For every megawatt of decreased MISO Contract Path Capacity, pursuant to Section 2.3.2 of the MISO- SPP Settlement Agreement, the payment structure included in Section 2.6.3 will be increased by \$667/MW-month. The total benefit saving would be

calculated as the present value of an annuity of \$667*MW/month from the in-service date y to the first 20 years of project's life, assuming current year is x

PV annuity start in the future year y

$$= 667 * 12 * \text{MW} * \frac{1 - (1 + r)^{-(20+(y-x))}}{r} - 667 * 12 * \text{MW} * \frac{1 - (1 + r)^{-(y-x)}}{r}$$

Discount rate r representing the after-tax weighted average cost of capital of the Transmission Owners that make up the Transmission Provider Transmission System will be used.