

**OPEN ACCESS TRANSMISSION TARIFF**  
**OF**  
**ASSOCIATED ELECTRIC COOPERATIVE, INC.**

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## Foreword

This Tariff provides the terms and conditions by which any Eligible Customer can obtain from Associated Electric Cooperative, Inc. (AECI) Transmission Service determined by AECI to be in excess of its needs to use the AECI Transmission System to carry out its contractual responsibilities to provide a reliable and economical supply of power to AECI's Member G&T Cooperatives and any firm commitments entered into prior to September 1, 1997 ("Previous Firm Commitments"). Such available Transmission Service shall be used for the delivery of electric capacity and energy over the AECI Transmission System in such manner as does not interfere with AECI's use of its Transmission System for carrying out its contractual obligations to its Member G&Ts and Previous Firm Commitments.

### I. COMMON SERVICE PROVISIONS

#### 1 Definitions

- 1.1 **Affiliate:** With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.
- 1.2 **Ancillary Services:** Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.
- 1.3 **Application:** A request by an Eligible Customer for Transmission Service pursuant to the provisions of the Tariff.
- 1.4 **Commission:** The Federal Energy Regulatory Commission.
- 1.5 **Completed Application:** An Application that satisfies all of the information and other requirements of the Tariff, including any required deposit.
- 1.6 **Control Area:** An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:
  - (A) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
  - (B) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
  - (C) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
  - (D) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.
- 1.7 **Curtailement:** A reduction in firm or non-firm transmission service in

response to a transmission capacity shortage as a result of system reliability conditions.

- 1.8 **Delivering Party:** The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.
- 1.9 **Designated Agent:** Any entity that performs actions or functions on behalf of the Transmission Provider, an Eligible Customer, or the Transmission Customer required under the Tariff.
- 1.10 **Eligible Customer:** (i) Any electric utility (including the Transmission Provider and any power marketer), Federal power marketing agency, or any person generating electric energy for sale or resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Provider offer the unbundled transmission service or pursuant to a voluntary offer of such service by the Transmission Provider. (ii) Any retail customer taking unbundled Transmission Service pursuant to a state requirement that the Transmission Provider offer the transmission service, or pursuant to a voluntary offer of such service by the Transmission Provider, is an Eligible Customer under the Tariff.
- 1.11 **Firm Point-To-Point Transmission Service:** Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and delivery pursuant to Part II of this Tariff.
- 1.12 **Good Utility Practice:** Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).
- 1.13 **Interruption:** A reduction in non-firm transmission service due to economic reasons pursuant to Section 14.7.
- 1.14 **Long-Term Firm Point-To-Point Transmission Service:** Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.
- 1.15 **Member G&T Cooperative:** The six G&T owners of AECl, which includes Central Electric Power Cooperative, KAMO Power, M&A Electric Power Cooperative, Northeast Missouri Electric Power Cooperative, N.W. Electric Power Cooperative, Inc. and Sho-Me Power Electric Cooperative.
- 1.16 **Native Load Customers:** The wholesale and retail power customers of



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

- 1.17 NERC:** Shall mean the North American Electric Reliability Corporation or successor organization.
- 1.18 Non-Firm Point-To-Point Transmission Service:** Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 of this Tariff. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.
- 1.19 Open Access Same-Time Information System (OASIS) :** The information system contained in Part 37 of the Commission's regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.
- 1.20 Part I:** Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.
- 1.21 Part II:** Tariff Sections 13 through 21 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.
- 1.22 Parties:** The Transmission Provider and the Transmission Customer receiving service under the Tariff.
- 1.23 Point(s) of Delivery:** Point(s) on the Transmission Provider's Transmission System where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Part II of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement.
- 1.24 Point(s) of Receipt:** Point(s) of interconnection on Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under Part II of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement.
- 1.25 Point-To-Point Transmission Service:** The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.
- 1.26 Power Purchaser:** The entity that is purchasing the capacity and energy to be transmitted under the Tariff.
- 1.27 Pre-Confirmed Application:** An Application that commits the Eligible Customer to execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.
- 1.28 Receiving Party:** The entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.
- 1.29 Reserved Capacity:** The maximum amount of capacity and energy that

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

- 1.30 SERC:** Shall mean the SERC Reliability Corporation or successor organization.
- 1.31 Service Agreement:** The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under the Tariff.
- 1.32 Service Commencement Date:** The date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement.
- 1.33 Short-Term Firm Point-To-Point Transmission Service:** Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year.
- 1.34 Third Party Sale:** Any sale to a Power Purchaser that is not designated as a Native Load Customer.
- 1.35 Third Party System :** A transmission system other than the Transmission System.
- 1.36 Transmission Customer:** Any Eligible Customer (or its Designated Agent) that is judged to be creditworthy and executes a Service Agreement pursuant to this Tariff.
- 1.37 Transmission Provider:** AECI, (or its Designated Agent) which is the entity that owns, controls, or operates facilities used for the transmission of electric energy in interstate commerce and provides Transmission Service under the Tariff.
- 1.38 Transmission Service:** Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.
- 1.39 Transmission System:** The facilities owned, controlled or operated by the Transmission Provider that are used to provide Transmission Service under Part II of the Tariff.

## **2 Renewal Procedure**

### **2.1 Reservation Priority for Existing Firm Service Customers:**

- (A)** Existing firm service customers, with a contract term of five years or more, have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service, the existing firm service customer must agree to accept a contract

term at least equal to the longest competing request by any new Eligible Customer and to pay the current charges for such service; provided that, the firm service customer shall have a right of first refusal at the end of such service only if the new contract is for five years or more. The existing firm service customer must provide notice to the Transmission Provider whether it will exercise its right of first refusal no less than one year prior to the expiration date of its transmission service agreement. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of five years or longer. Service agreements subject to a right of first refusal entered into prior to August 30, 2008, unless terminated, will become subject to the five year/one year requirement on the first rollover date after August 30, 2008.

### **3 Ancillary Services**

Ancillary Services are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. The Transmission Provider is required to provide (or offer to arrange with the local Control Area operator as discussed below), and the Transmission Customer is required to purchase, the following Ancillary Services: (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources.

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and made a part of the Tariff. In the event of an unauthorized use of Ancillary Services by the Transmission Customer, the Transmission Customer shall pay to the Transmission Provider a charge that is equal to two times the charge that otherwise would apply. The following Ancillary Services will be provided:

**3.1 Scheduling, System Control and Dispatch Service:** The rates and/or methodology are described in Schedule 1.

**3.2 Reactive Supply and Voltage Control from Generation or Other Sources Service:** The rates and/or methodology are described in Schedule 2.

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

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

### **5 Intentionally Left Blank**

### **6 Reciprocity**

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

This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under the Tariff, but also to all parties to a transaction that involves the use of transmission service under the Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff.

## **7 Billing and Payment**

**7.1 Billing Procedure:** Within a reasonable time after the first day of each month, the Transmission Provider shall submit an invoice to the Transmission Customer for the charges for all services furnished under the Tariff during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by wire transfer to a bank named by the Transmission Provider.

**7.2 Interest on Unpaid Balances:** Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Transmission Provider.

**7.3 Customer Default:** In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Transmission Provider notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may initiate procedures under Section 9.1 of this Tariff to terminate service. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as

long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to terminate service pursuant to this Section 7.3.

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

**8.1 Transmission Revenues:** The Transmission Provider shall record in a separate operating revenue account or sub-account the revenues it receives from Transmission Service when making Third-Party Sales under Part II of the Tariff.

## **9 Transmission Provider's Rights**

### **9.1 Termination of Service by Transmission Provider:**

The Transmission Provider may immediately terminate service to a Transmission Customer that is in default pursuant to Section 7.3 by giving notice to the Transmission Customer.

### **9.2 Tariff Changes and Tariff Availability:**

**9.2.1 Unilateral Right to Change:** Notwithstanding any other provision in this Tariff or a Service Agreement, the Transmission Provider shall have the right unilaterally to make a change in rates, charges, classification of service, or any rule, regulation, or Service Agreement related thereto. The Transmission Provider shall provide not less than thirty (30) days prior notice of such change. Such change will be posted on Transmission Provider's OASIS site.

**9.2.2 Tariff Availability:** Nothing contained in this Tariff shall restrict the Transmission Provider's rights unilaterally to withdraw the Tariff at any time. In the event the Transmission Provider unilaterally withdraws the Tariff the Transmission Provider will not terminate any Service Agreements that are in effect.

## **10 Force Majeure and Indemnification**

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

under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

**10.2 Indemnification:** The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Transmission Provider's performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

## **11 Creditworthiness**

For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, the Transmission Provider may require reasonable credit review procedures (creditworthiness procedures). This review shall be made in accordance with standard commercial practices. In addition, the Transmission Provider may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement a form of credit assurance, as specified in the Transmission Provider's creditworthiness procedures, as security to meet its responsibilities and obligations under the Tariff that protects the Transmission Provider against the risk of non-payment.

The Transmission Provider's creditworthiness procedures are posted in the Transmission Provider's business practices.

A Transmission Customer meeting the Transmission Provider's creditworthiness standard will not be required to provide a deposit or other forms of credit assurances as specified in Section 17.3.

## **12 Resolution of Disputes**

Disputes between a Transmission Customer and the Transmission Provider involving Transmission Service under this Tariff shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days either Party may ask a court of law to decide the dispute.

## II. POINT-TO-POINT TRANSMISSION SERVICE

### Preamble

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

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

Firm Point-To-Point Transmission Service provides for the reserved use of transmission capability on the Transmission Provider's Transmission System deemed to be available above the Transmission Provider's own planned use of the Transmission Provider Transmission System to meet Native Load Customers' needs for reliable and economical service, to meet other previously arranged firm commitments, and to account for reliability considerations affecting the Transmission Provider Transmission System and interconnections with others.

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

#### 13.2 Reservation Priority:

- (A) Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first served basis, i.e. in the chronological sequence in which each Transmission Customer has requested service.
- (B) Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested reservation. Pre-confirmed Applications for Short-Term Firm Point-To-Point Transmission Service will receive priority over earlier submitted requests that are not Pre-confirmed and have equal or shorter duration.
- (C) If the Transmission System becomes oversubscribed, Short-Term Firm Point-To-Point Transmission Service requests for longer term service may preempt competing requests for shorter term service up to the following deadlines: one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the conditional reservation deadline, if available transmission capability is insufficient to satisfy all Applications, an Eligible Customer with a reservation for shorter term service has the right of first refusal to match any longer term reservation before losing its reservation priority. A longer term competing request for

Short-Term Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in Section 13.8) from being notified by the Transmission Provider of a longer-term competing request for Short-Term Firm Point-To-Point Transmission Service. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff.

- (D) Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff

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

The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed on or after September 1, 1997. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.

**13.4 Service Agreements:** The Transmission Provider shall offer a standard Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Long-Term Firm Point-To-Point Transmission Service.

If an Eligible Customer has not previously executed a Service Agreement with the Transmission Provider, the Transmission Provider shall offer a standard Service Agreement (Attachment A) to the Eligible Customer when it first submits a Completed Application for Short-Term Firm Point-To-Point Transmission Service.

**13.5 Transmission Customer Obligations for Redispatch Costs:** In cases where the Transmission Provider determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with the Transmission Provider's ability to meet prior firm contractual commitments to others, the Transmission Provider may redispatch its generation resources if such action would relieve the constraint, provided that the Eligible Customer agrees to compensate the Transmission Provider for such costs.

**13.6 Curtailment of Firm Transmission Service:**

- (A) **Limitation of Liability:** The Transmission Provider will use Good



Utility Practice to furnish the Transmission Service and Ancillary Services in accordance with this Tariff, but does not guarantee uninterrupted Transmission Service or Ancillary Services. The Transmission Provider shall not be liable for any claim for damage or loss attributable to the Transmission Provider's exercise of its rights to interrupt, curtail, or reduce Transmission Service or Ancillary Services due to, but not limited to, the following:

- (I) Emergencies of Force Majeure and any other cause which the Transmission Provider could not reasonably have foreseen and made provision against;
- (II) Any operating decisions, which in the Transmission Provider's judgment, were necessary to maintain reliable operation and protect facilities of the Transmission Provider's Transmission System and the interconnected electrical network;
- (III) Any operating steps taken by the Transmission Provider in compliance with rules, guidelines, or procedures established by the NERC, SERC, or any entity to which the Transmission Provider belongs that is authorized to promulgate regional or national reliability standards;
- (IV) Operation of devices installed for power system protection;
- (V) Necessary or routine maintenance, repairs, replacements, or installations of equipment, or the investigation of such equipment;
- (VI) System operating conditions, if any, during which Transmission Service is interrupted or curtailed as set forth in this Tariff or the Service Agreement between the Transmission Provider and the Transmission Customer; or
- (VII) The Transmission Provider's exercise of its rights to interrupt, curtail, or reduce Transmission Service or Ancillary Services in order to meet commitments of higher priority (including service to Native Load) and as otherwise provided in this Tariff or in the Service Agreement.

- (B) **Curtailment of Firm Transmission Service:** In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system, Curtailments will be made on a non-discriminatory basis, in accordance with the current NERC established congestion management methodology applicable to the Transmission Provider's Control Area, to the transaction(s) that effectively relieve the constraint. All Curtailments will be made on a non-discriminatory basis, however, Firm Point-To-Point Transmission Service shall be subordinate to transmission service to Transmission Provider's Native Load, and any firm commitments

entered into prior to September 1, 1997. When the Transmission Provider determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Firm Point-To-Point Transmission Service, the Transmission Customer shall make the required reductions upon request of the Transmission Provider. However, the Transmission Provider reserves the right to Curtail, in whole or in part, any Firm Point-To-Point Transmission Service provided under the Tariff when, in the Transmission Provider's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The Transmission Provider will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

**13.7 Classification of Firm Transmission Service:**

- (A)** The Transmission Customer taking Firm Point-To-Point Transmission Service may (1) change its Receipt and Delivery Points to obtain service on a non-firm basis as described in Section 19.1 (Modifications On a Non-Firm Basis); or (2) request a modification of the Points of Receipt or Delivery on a firm basis subject to the approval of the Transmission Provider, as described in Section 19.2 (Modifications On a Firm Basis).
- (B)** The Transmission Customer may purchase Transmission Service to make sales of capacity and energy from multiple generating units that are on the Transmission Provider's Transmission System. For such a purchase of Transmission Service, the resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.
- (C)** The Transmission Provider shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. Each Point of Delivery at which firm transfer capability is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Delivery Point. Points of Delivery and corresponding capacity reservations shall be as mutually

agreed upon by the Parties for Short-Term Firm Transmission. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 3. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery. In the event that the Transmission Customer (including Third-Party Sales by Transmission Provider) exceeds the amount of the Transmission Customer's Reserved Capacity, the Transmission Customer shall pay the Transmission Provider a penalty charge based on a rate equal to 200% of the applicable rate for Firm Point-To-Point Transmission Service. For unreserved use within a single day, the penalty charge shall be based on the daily rate. For unreserved use in two or more days within a calendar week, the penalty charge shall be based on the weekly rate. For multiple instances of unreserved use in more than one calendar week in a calendar month, the penalty charge shall be based on the monthly rate.

- 13.8 Scheduling of Firm Point-To-Point Transmission Service:** Unless and until the Transmission Provider adopts another scheduling method, schedule requests and notification of schedule acceptance or non-acceptance shall be by electronic tagging (E-tag), in accordance with applicable NERC policies and standards.

Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 12:00 p.m. of the day prior to commencement of such service. Schedules submitted after 12:00 p.m. will be accommodated, if practicable. Hour-to-hour and intra-hour (four intervals consisting of fifteen minutes each) schedules of any capacity and energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is less than 1,000 kW per hour, may consolidate their service requests at a common point of receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next scheduling interval provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour and intra-hour schedules equal to those furnished by the Receiving Party less Real Power Losses and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall

immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

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

Non-Firm Point-To-Point Transmission Service provides for the reserved use of transmission capability on the Transmission Provider's Transmission System on an interruptible basis to the extent transmission system capability is available for the delivery of capacity and energy after the Transmission Provider's use of the Transmission Provider's Transmission System to meet Native Load Customers' needs for reliable and economical service, to meet firm commitments, and to account for reliability considerations affecting the Transmission Provider's Transmission System and interconnections with others.

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

**14.2 Reservation Priority:** Non-Firm Point-To-Point Transmission Service shall be available from transmission capability in excess of that needed for reliable service to Native Load Customers, firm commitments entered into prior to September 1, 1997 and other Transmission Customers taking Firm Point-To-Point Transmission Service. A higher priority will be assigned first to requests with a longer duration of service and second to Pre-Confirmed Applications. In the event the Transmission System is constrained, competing requests of the same Pre-Confirmed status and equal duration will be prioritized based on the highest price offered by the Eligible Customer for the Transmission Service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer term request before being preempted. A longer term competing request for Non-Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request: (a) immediately for hourly Non-Firm Point-To-Point Transmission Service after notification by the Transmission Provider; and, (b) within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in Section 14.6) for Non-Firm Point-To-Point Transmission Service other than hourly transactions after notification by the Transmission Provider. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

- 14.3 Use of Non-Firm Point-To-Point Transmission Service by the Transmission Provider:** The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under agreements executed on or after September 1, 1997. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.
- 14.4 Service Agreements:** If an Eligible Customer has not previously executed a Service Agreement with the Transmission Provider, the Transmission Provider shall offer a standard Service Agreement (Attachment B) to the Eligible Customer when it first submits a Completed Application for Non-Firm Point-To-Point Transmission Service.
- 14.5 Classification of Non-Firm Point-To-Point Transmission Service:** Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part I and Part II of the Tariff. The Transmission Provider undertakes no obligation under the Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the Tariff. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 4. In the event that the Transmission Customer (including Third-Party Sales by Transmission Provider) exceeds the amount of the Transmission Customer's Reserved Capacity, the Transmission Customer shall pay the Transmission Provider a penalty charge based on a rate equal to 200% of the applicable rate for Non-Firm Point-To-Point Transmission Service. For unreserved use within a single day, the penalty charge shall be based on the daily rate. For unreserved use in two or more days within a calendar week, the penalty charge shall be based on the weekly rate. For multiple instances of unreserved use in more than one calendar week in a calendar month, the penalty charge shall be based on the monthly rate.

Non-Firm Point-To-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short-term capacity and energy on a daily, weekly or monthly basis, but not to exceed one month's reservation for any one Application, under Schedule 4.

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

Unless and until the Transmission Provider adopts another scheduling method, schedule requests and notification of schedule acceptance or non-acceptance shall be by electronic tagging (E-tag), in accordance with applicable NERC policies and standards.

Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to Transmission Provider no later than 2:00 p.m. of the day prior to commencement of such service. Schedules submitted after 2:00 p.m. will be accommodated, if practicable. Hour-to-hour and intra-hour (four intervals consisting of fifteen minutes each) schedules of energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a common Point of Receipt into units of 1,000 kW per hour. Scheduling changes will be permitted up to twenty (20) minutes before the next scheduling interval provided that the Delivering Party and Receiving Party also agree to the schedule modification. Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour and intra-hour schedules equal to those furnished by the Receiving Party, reduced for Real Power Losses, and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

**14.7 Curtailment or Interruption of Non-Firm Transmission Service:**

**(A) Limitation of Liability:** The Transmission Provider will use Good Utility Practice to furnish Transmission Service in accordance with this Tariff, but does not guarantee uninterrupted Transmission Service or Ancillary Services. The Transmission Provider shall not be liable for any claim for damage or loss attributable to the Transmission Provider's exercise of its rights to interrupt, curtail, or reduce Transmission Service or Ancillary Services due to, but not limited to, the following:

- (I)** Emergencies or Force Majeure and any other cause which the Transmission Provider could not reasonably have foreseen and made provision against;
- (II)** Any operating decisions, which in the Transmission Provider's judgment, were necessary to maintain reliable operation and protect facilities of the Transmission Provider Transmission System and the interconnected electrical network;

- (III) Any operating steps taken by the Transmission Provider in compliance with rules, guidelines, or procedures established by the NERC, SERC, or any entity to which the Transmission Provider belongs that is authorized to promulgate regional or national reliability standards;
- (IV) Operation of devices installed for power system protection;
- (V) Necessary or routine maintenance, repairs, replacements, or installations of equipment, or the investigation of such equipment;
- (VI) System operating conditions, if any, during which Transmission Service is interrupted or curtailed as set forth in this Tariff or the Service Agreement between the Transmission Provider and the Transmission Customer; or
- (VII) The Transmission Provider's exercise of its rights to interrupt, curtail, or reduce Transmission Service or Ancillary Services in order to meet commitments of higher priority and as otherwise provided in this Tariff or in the Service Agreement.

**(B) Curtailment or Interruption of Service:** The Transmission Provider reserves the right to curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System. The Transmission Provider reserves the right to Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Transmission Point-To-Point Service or Service to Transmission Provider's Native Load Customers, (2) a request for Non-Firm Point-To-Point Transmission Service of greater duration, or (3) a request for Non-Firm Point-To-Point Transmission Service of equal duration with a higher price. The Transmission Provider also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis, in accordance with the current NERC-established congestion management methodology applicable to the Transmission Provider Control Area, to the transaction(s) that effectively relieve the constraint. Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made to transactions with the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily

non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions) and, for transactions with an equal term, to transactions at the lowest prices. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

## **15 Service Availability**

**15.1 General Conditions:** Except as provided in this section, the Transmission Provider will provide from available transfer capability Firm and Non-Firm Point-To-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has met the requirements of Section 16 (Transmission Customer Responsibilities). The Transmission Provider's provision of service under this Tariff is subject to the terms of its existing transmission service agreements and the 69 KV Transmission Service Agreements between the Transmission Provider and its Member G&T Cooperatives.

- (A)** If a Transmission Customer has a contract with the Transmission Provider and/or a contract with a Member G&T Cooperative that was executed prior to July 27, 1994 that provides for the service that the Transmission Customer has requested under this Tariff, Transmission Provider and/or the Member G&T Cooperative will provide the service pursuant to the contract(s) instead of pursuant to this Tariff until the expiration of the contract(s).
  
- (B)** If a Transmission Customer, who is a party to a contract with Transmission Provider or a contract with a Member G&T Cooperative that was executed prior to July 27, 1994, requires service over portions of the Transmission Provider's Transmission System that are not covered by the contract(s), the Transmission Provider will provide that service pursuant to this Tariff. In such event, the Transmission Provider will develop a rate for such service that reflects the portions of the service over the Transmission Provider's Transmission System that are not covered by the contract(s), and will include the rate in the Transmission Customer's Service Agreement. Such Transmission Customer will pay both the rate(s) specified under the contract(s) and the rate specified in the Service Agreement.

**15.2 Determination of Available Transfer Capability:** A description of the Transmission Provider's specific methodology assessing available transfer capability is contained in Attachment C. In the event sufficient transfer



capability does not exist to accommodate a service request, the Transmission Provider will refuse the request.

**15.3 Real Power Losses:** Real Power Losses are associated with all Transmission Service. The Transmission Customer is responsible for providing Real Power Losses associated with all Transmission Service as calculated by the Transmission Provider in accordance with Schedule 5.

## **16 Transmission Customer Responsibilities**

**16.1 Conditions Required of Transmission Customers:** Point-To-Point Transmission Service shall be provided by the Transmission Provider only if the following conditions are satisfied by the Transmission Customer:

- (A) The Transmission Customer has pending a Completed Application for service;
- (B) The Transmission Customer meets the creditworthiness criteria set forth in Section 11;
- (C) The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to the Transmission Provider prior to the time service under Part II of the Tariff commences; and
- (D) The Transmission Customer has executed a Point-To-Point Service Agreement pursuant to Section 13.4 or Section 14.4.

### **16.2 Transmission Customer Responsibility for Third-Party**

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

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

**17.1 Application:** A request for Long-Term Firm Point-To-Point Transmission Service must contain a written Application for Firm Point-To-Point Transmission Service at least 60 days in advance of commencing service. Written Applications (Attachment A-1) for Long-Term Firm Point-To-Point

Transmission Service requests will be submitted to:

Transmission Service Coordinator  
Associated Electric Cooperative, Inc.  
P.O. Box 754  
Springfield, Missouri 65801-0754  
Telephone: (417) 885-9236  
Fax: (417) 885-9363  
E-mail: TransmissionSvcCoord@aeci.org

All Firm Point-To-Point Transmission Service requests should be submitted by entering the information below on the Transmission Provider's OASIS. The OASIS will provide a record for establishing the reservation priority of the Application.

**17.2 Completed Application:** A Completed Application shall provide the following:

- (A) The identity, address, telephone number, e-mail address and facsimile number of the entity requesting service;
- (B) A statement that the entity requesting service is an Eligible Customer under the Tariff;
- (C) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- (D) The location of the generating facility(ies) (source) supplying the capacity and energy and the location of the load ultimately served (sink) by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to transmission information sharing agreements with reliability coordinators or other transmission providers;
- (E) A description of the supply characteristics of the capacity and energy to be delivered;
- (F) The maximum capacity and energy expected to be delivered to the Receiving Party; and

- (G) The Service Commencement Date and the term of the requested Transmission Service.

The Transmission Provider shall have the right to require other information from the Eligible Customer for purposes of determining whether a request for Transmission Service is duplicative or mutually exclusive of other requests, whether there is available transmission capability on the Transmission System, whether there is a potential regional impact, or to remedy apparent deficiencies in the information initially received from the Eligible Customer.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations.

- 17.3 Deposit:** Unless waived pursuant to the establishment of creditworthiness as determined by the Transmission Provider's creditworthiness procedures, a Completed Application for Firm Point-To-Point Transmission Service, with a term one month or longer, also shall include a deposit, or other form of credit assurance as specified in the Transmission Provider's creditworthiness procedures, of one month's charge for Reserved Capacity. If the Application is rejected by Transmission Provider because it does not meet the conditions for service as set forth herein, said deposit shall be returned by Transmission Provider.

If a deposit is submitted, the deposit will be returned to the Transmission Customer upon expiration or termination of the Transmission Service specified in the respective Application for Firm Point-To-Point Transmission Service. Effective August 30, 2008, deposits associated with Firm Point-To-Point Transmission Service will accrue interest and be credited to the Transmission Customer's monthly invoice. The interest rate will be computed in accordance with 18 CFR 35.19a(a)(2)(iii).

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

- 17.5 Response to a Completed Application:** Following receipt of a

Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application if it will be able to provide service. Responses by the Transmission Provider must be made as soon as practicable to all Completed Applications (including applications by its own merchant function) and the timing of such responses must be made on a non-discriminatory basis.

**17.6 Execution of Service Agreement:** Pursuant to Section 13.4, whenever the Transmission Provider determines that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Failure of an Eligible Customer to execute and return the Service Agreement within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

**17.7 Extensions for Commencement of Long-Term Firm Point-to-Point Service:** The Transmission Customer can obtain, subject to availability, up to two (2) one-year extensions of the Service Commencement Date. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Point- to- Point Transmission Service for each year or fraction thereof.

The Transmission Customer must pay the non-refundable reservation fee within fifteen (15) calendar days of its written notification to the Transmission Provider to extend the Service Commencement Date. The Transmission Customer's failure to timely pay the non-refundable reservation fee shall be deemed a withdrawal of its request for an extension of the Service Commencement Date.

If during any extension for the commencement of service, an Eligible Customer submits a Completed Application for Firm Point- to -Point Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within twenty-one (21) calendar days of written notice from Transmission Provider of a competing Completed Application for Firm Point- to -Point Transmission Service, the Transmission Customer agrees to pay the Firm Point-To-Point Transmission Service rate for its Reserved Capacity concurrent with the new Service Commencement Date requested by the Eligible Customer. In the event the Transmission

Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited by the Transmission Customer.

**18. Transmission Construction on a Third Party System.**

**18.1 Third Party System Impact:** Transmission Provider will notify a Third Party of a Firm Point-To-Point Transmission Service request which Transmission Provider determines may impact the Third Party System.

**18.2 Responsibility for Third Party System Additions:** The Transmission Provider shall not be responsible for either arranging for or paying the associated costs for any necessary studies, engineering, permitting and construction of transmission or distribution facilities or upgrades on the Third Party System(s) or for obtaining regulatory approval for such facilities. The Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

**18.3 Coordination of Third Party System Additions:** If transmission facilities or upgrades are required on a Third Party System, Transmission Provider shall have the right, after consultation with the Transmission Customer and representative of the Third Party System, to defer commencement of the requested Firm Point-To-Point Transmission Service until the transmission facilities or upgrades are constructed on the Third Party System.

**18.4 Confirmation of Required Upgrades:** Transmission Customer will provide to the Transmission Provider written documentation and verification that any transmission facilities or upgrades identified in Section 18.3 have been or will be constructed prior to the Service Commencement Date.

**19 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**

**19.1 Application:** Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. The OASIS will provide a record for establishing the reservation priority of the Application.

**19.2 Completed Application:** A Completed Application shall provide the following:

- (A) The identity, address, telephone number, e-mail address and facsimile number of the entity requesting service;
- (B) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (C) The Point(s) of Receipt and the Point(s) of Delivery;
- (D) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and
- (E) The proposed dates and hours for initiating and terminating Transmission Service hereunder.

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

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

The Transmission Provider will treat this information in (F) and (G) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to SERC transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 358 of the Commission's regulations.

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

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence; requests for daily service shall be submitted no earlier than three (3) days before service is to commence; and requests for hourly service shall be submitted no earlier than 10:00 a.m. the day before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.

**19.4 Determination of Available Transmission Capability:** Following receipt of a tendered schedule the Transmission Provider will make a

determination on a non-discriminatory basis of available transmission capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) business days for monthly service.

## **20 Changes in Service Specifications**

**20.1 Modifications On a Non-Firm Basis:** The Transmission Customer taking Firm Point-To-Point Transmission Service may request the Transmission Provider to provide transmission service on a non-firm basis over Receipt and Delivery Points other than those specified in the Service Agreement ("Secondary Receipt and Delivery Points"), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions.

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

**20.2 Modifications On a Firm Basis:** Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any

additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.

## **21 Assignment or Sale of Transmission Service**

**21.1 Procedures for Assignment or Sale of Service:** Subject to Transmission Provider approval, which shall not be unreasonably withheld, a Transmission Customer may sell or assign all of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells or assigns its rights under its Service Agreement is hereafter referred to as the Reseller. The Transmission Provider's approval of the assignment or sale shall be reflected in a Consent to Assignment agreement executed by the Transmission Provider, the Reseller, and the Assignee (the form of which is included in Attachment A-2). Compensation to Resellers shall be at rates established by agreement between the Reseller and the Assignee. The Transmission Provider, Reseller, and Assignee must execute the Consent to Assignment agreement governing the assignment or sale of Transmission Service prior to the date on which the assigned or sold Transmission Service commences. Execution of the Consent to Assignment agreement shall not terminate the Service Agreement between the Transmission Provider and the Reseller. The Transmission Provider shall charge the Reseller, as appropriate, at the rate stated in the Reseller's Service Agreement with the Transmission Provider or the associated OASIS schedule. The Reseller shall be responsible under its separate agreement with the Assignee to collect its compensation for the assignment of Transmission Service and Ancillary Services. Notwithstanding any dispute Reseller and Assignee may have with respect to such assignment or sale, the Reseller will pay Transmission Provider for the assigned Transmission Service and Ancillary Services as such amounts are due under the Reseller's original Service Agreement with Transmission Provider. Failure to pay the Transmission Provider such amounts when due shall result in suspension and thereafter possible termination of Transmission Service and Ancillary Services in accordance with the Tariff. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. The Assignee will be subject to all terms and conditions of the Tariff except that Assignee shall not be responsible for payment to the Transmission Provider for Transmission Service and Ancillary Services. If the Assignee requests a change in service, the reservation priority of service will be



determined by the Transmission Provider pursuant to Section 13.2 (Reservation Priority).

Notwithstanding the above, contingent on the creditworthiness of the Assignee and upon mutual agreement of the Transmission Provider, Reseller and Assignee, the Transmission Provider and Assignee may enter into a new Service Agreement for the same Transmission Service at the first roll over date after the sale or assignment.

**21.2 Information on Assignment or Sale of Service:** Resellers may use the Transmission Provider's OASIS to post transmission capacity available for resale or assignment.

**22 Compensation for Transmission Service**

Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the Tariff: Firm Point-To-Point Transmission Service (Schedule 3); and Non-Firm Point-To-Point Transmission Service (Schedule 4). The Transmission Provider shall use Part II of the Tariff to make its Third-Party Sales. The Transmission Provider shall account for such use at the applicable Tariff rates, pursuant to Section 8.

## SCHEDULE 1

### Scheduling, System Control and Dispatch Service

This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator. The charges for Scheduling, System Control and Dispatch Service are to be based on the rates set forth below. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

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

- |                            |                                  |
|----------------------------|----------------------------------|
| 1) <b>Yearly Service:</b>  | \$226.49/MW of Reserved Capacity |
| 2) <b>Monthly Service:</b> | \$18.87/MW of Reserved Capacity  |
| 3) <b>Weekly Service:</b>  | \$4.36/MW of Reserved Capacity   |
| 4) <b>Daily Service:</b>   | \$0.87/MW of Reserved Capacity   |
| 5) <b>Hourly Service:</b>  | \$0.06/MW of Reserved Capacity   |

The total demand charge in any week, pursuant to a reservation for Daily Service, shall not exceed the rate specified in section 3 (Weekly Service) above times the highest amount in kilowatts of Reserved Capacity in any day during such week. The total demand charge in any day, pursuant to a reservation for Hourly Service, shall not exceed the rate specified in section 4 (Daily Service) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily Service, shall not exceed the rate specified in section 3 (Weekly Service) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

## SCHEDULE 2

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

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

Reactive Supply and Voltage Control from Generation or Other Sources Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator. The charges for such service will be based on the rates set forth below. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

The Transmission Customer shall compensate the Transmission Provider each month up to the sum of the applicable charges set forth below:

- 1) **Yearly Service:** \$563.91/MW of Reserved Capacity
- 2) **Monthly Service:** \$46.99/MW of Reserved Capacity
- 3) **Weekly Service:** \$10.84/MW of Reserved Capacity
- 4) **Daily Service:** \$2.17/MW of Reserved Capacity
- 5) **Hourly Service:** \$0.14/MW of Reserved Capacity

The total demand charge in any week, pursuant to a reservation for Daily Service, shall not exceed the rate specified in section 3 (Weekly Service) above times the highest amount in kilowatts of Reserved Capacity in any day during such week. The total demand charge in any day, pursuant to a reservation for Hourly Service, shall not exceed the rate specified in section 4 (Daily Service) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily Service, shall not exceed the rate specified in section 3 (Weekly Service) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

### SCHEDULE 3

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

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

- 1) **Yearly delivery:** \$20,655.36/MW of Reserved Capacity per year.
- 2) **Monthly delivery:** \$1,721.28/MW of Reserved Capacity per month.
- 3) **Weekly delivery:** \$397.22/MW of Reserved Capacity per week.
- 4) **Daily delivery:** \$79.44/MW of Reserved Capacity per day.

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

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

## SCHEDULE 4

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

The Transmission Customer shall compensate the Transmission Provider for Non-Firm Point-To-Point Transmission Service up to the sum of the applicable charges set forth below:

- 1) **Monthly delivery:** \$1,721.28/MW of Reserved Capacity per month.
- 2) **Weekly delivery:** \$397.22/MW of Reserved Capacity per week.
- 3) **Daily delivery:** \$79.44/MW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section 2 (Weekly delivery) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

4) **Hourly delivery:** The basic charge shall be that agreed upon by the Parties at the time this service is reserved and in no event shall exceed \$4.97/MWH. The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section 3 (Daily delivery) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section 2 (Weekly delivery) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

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

## **SCHEDULE 5**

### **Real Power Losses**

Real Power Losses are associated with all Transmission Service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer is responsible for replacing Real Power Losses associated with all Transmission Service as calculated by Transmission Provider. The applicable Real Power Loss factor is 0.059, or 5.9% of the energy scheduled across the Transmission System. The Real Power Losses for a particular transaction would need to be reserved (rounded to the nearest whole MW per hour) in addition to the transmission capacity desired.

## ATTACHMENT A

### Form of Service Agreement for Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of \_\_\_\_\_, is entered into, by and between Associated Electric Cooperative, Inc. (the Transmission Provider), and \_\_\_\_\_ ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service in accordance with Section 17.2 of the Tariff and met the creditworthiness criteria of the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff or has met the Transmission Provider's creditworthiness criteria.
- 4.0 Service under this agreement shall commence on the later of (1) the requested Service Commencement Date of \_\_\_\_\_, or (2) if any transmission facilities or upgrades are required on a Third Party System, the date construction of such facilities or upgrades are completed. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Associated Electric Cooperative, Inc  
Transmission Service Coordinator  
2814 S Golden Avenue, P.O. Box 754  
Springfield, MO 65801  
E-mail: TransmissionSvcCoord@aeci.org

Transmission Customer:

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

E-mail: \_\_\_\_\_

- 7.0 The Tariff is incorporated herein and made a part hereof.
- 8.0 For Long-Term Firm Point-To-Point Transmission Service the corresponding Written Application and Specifications (Attachment A-1) are incorporated herein and made a part hereof.



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

Transmission Provider:

By:

\_\_\_\_\_  
Name Title Date

Transmission Customer:

By:

\_\_\_\_\_  
Name Title Date

**ATTACHMENT A-1**

**Written Application and Specifications for Long-Term Firm Point-To-Point Transmission Service**

- 1.0 Identity name, address, telephone number, e-mail and facsimile number:  
\_\_\_\_\_  
\_\_\_\_\_
  
- 2.0 Is the entity an Eligible Customer under the Tariff? (yes/no) \_\_\_\_\_
  
- 3.0 Description (supply characteristics) of capacity and energy to be transmitted by the Transmission Provider including source and sink:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 4.0 Point(s) of Receipt: \_\_\_\_\_  
Delivering Party: \_\_\_\_\_
  
- 5.0 Point(s) of Delivery: \_\_\_\_\_  
Receiving Party: \_\_\_\_\_
  
- 6.0 Term of Transaction: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Termination Date: \_\_\_\_\_
  
- 8.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity):  
\_\_\_\_\_
  
- 9.0 Name(s) of any Intervening Systems providing transmission service:  
\_\_\_\_\_  
\_\_\_\_\_
  
- 10.0 Service may be subject to some combination of the charges detailed below.  
(The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
  - 10.1 Transmission Charge: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - 10.2 Ancillary Services Charges: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 11.0 Limitations on Rollover: \_\_\_\_\_

## ATTACHMENT A-2

### Form of Consent to Assignment

This Consent to Assignment, dated and effective as of \_\_\_\_\_, is entered into, by and among Associated Electric Cooperative, Inc. (“AECI”), \_\_\_\_\_ (“Reseller”), and \_\_\_\_\_ (“Assignee”).

- Reseller, by separate agreement between Reseller and Assignee, is assigning to Assignee Transmission Service obtained by Reseller under AECI’s Transmission Tariff, as specified in this Agreement or any required OASIS posting; provided that the assignment, including compensation, is subject to the provisions of the Tariff.
- AECI hereby consents to such assignment under the terms and conditions specified in this Agreement.
- Prior to the commencement of the Transmission Service, Assignee has been determined by AECI to be an Eligible Customer that has taken assignment of or entered into the applicable Service Agreement under which the assigned Transmission Service will be taken by Assignee.
- As provided in the Tariff and AECI’s Business Practices, the assignment of Transmission Service must be conducted through or otherwise posted on AECI’s OASIS on or before the date the assigned Transmission Service is to commence.
- For the assigned Transmission Service, AECI shall charge the Reseller, as appropriate, at the rate stated in the Reseller’s original Service Agreement with AECI or the applicable rate posted on OASIS, and the Reseller shall be responsible under its separate agreement with the Assignee to collect its compensation for the assignment of Transmission Service.
- Notwithstanding any dispute Reseller and Assignee may have under such assignment, Reseller shall pay AECI for the assigned Transmission Service as such amounts are due and payable under the Reseller’s Service Agreement with AECI. Failure to pay such amounts when due shall result in suspension of and thereafter possible termination of Transmission Service in accordance with the Tariff. Both Reseller and Assignee will be notified prior to suspension or termination of Transmission Service under the provisions of their Service Agreements.
- The assigned Transmission Service shall be the same as the Reseller’s original Service Agreement (Points of Receipt, Points of Delivery, service priority) unless Assignee requests a change in service that is available under the Tariff, in which

case such change must be obtained by Assignee in accordance with the provisions of the Tariff.

- The specific affected Service Agreements covering Transmission Service that is assigned are indicated in the Attachment to this Agreement.
- The Tariff, as such now exists or may hereafter be modified, is incorporated herein and made a part hereof. In the event of any conflict between this Agreement and the Tariff, the Tariff shall control.
- Any waiver at any time by any Party of its rights with respect to any default of any other Party or with respect to any other matter arising in connection with this Agreement shall not be considered a waiver with respect to any other default or matter.
- The validity, interpretation, and performance of this Agreement shall be governed by applicable Missouri law.
- This Agreement is effective as of the date first above written and shall continue in effect for the term of the assigned Transmission Service.

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

AECI:

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Reseller:

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignee:

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT B

### Form of Service Agreement for Non-Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of \_\_\_\_\_, is entered into, by and between Associated Electric Cooperative, Inc. (the Transmission Provider), and \_\_\_\_\_ (“Transmission Customer”).
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff and met the creditworthiness criteria of the Tariff.
- 3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Associated Electric Cooperative, Inc  
Transmission Service Coordinator  
2814 S Golden Avenue, P.O. Box 754  
Springfield, MO 65801  
E-mail: TransmissionSvcCoord@aeci.org

Transmission Customer:

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

E-mail: \_\_\_\_\_

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

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

Transmission Provider:

By: \_\_\_\_\_  
Name Title Date

Transmission Customer:

By: \_\_\_\_\_  
Name Title Date

## **Attachment C**

### **Methodology to Assess Available Transfer Capability**

#### **Available Transfer Capacity (ATC)**

AECI calculates ATC pursuant to NERC Standard MOD-001 as posted on the AECI OASIS.

#### **Capacity Benefit Margin (CBM)**

AECI calculates CBM pursuant to NERC Standard MOD-004 as posted on the AECI OASIS...

#### **Transmission Reliability Margin (TRM)**

AECI calculates TRM pursuant to NERC Standard MOD-008 as posted on the AECI OASIS.