

August 17, 2009

Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, D.C. 20426

RE: Compliance Filing of Entergy Services, Inc.  
Docket No. OA08-59-005

Dear Ms. Bose:

Entergy Services, Inc. ("ESI"), acting as agent for the Entergy Operating Companies<sup>1</sup> (ESI and the Entergy Operating Companies collectively, "Entergy"), hereby makes its compliance filing in accordance with the Commission's June 18, 2009 order in *Entergy Services, Inc.*, 127 FERC ¶ 61,272 (2009) ("June 2009 Order"). In that order, the Commission addressed filings made by Entergy on December 17, 2008 ("December 2008 Compliance Filing") and February 6, 2009 ("February 2009 Compliance Filing") in compliance with the Commission's September 18, 2008 order in *Entergy Services, Inc.*, 124 FERC ¶ 61,268 (2008) ("September 2008 Order"). The Commission accepted the two compliance filings subject to Entergy making a further filing to amend Attachment K to Entergy's Open Access Transmission Tariff ("OATT"). As Entergy discusses below, Entergy amended Attachment K as required in the June 2009 Order. The Commission thus should accept this compliance filing.

## **I. Discussion**

### **A. Coordination**

In the December 2008 Compliance Filing, Entergy deleted language that had been included in Section 9.1.2.2 of Attachment K because Entergy felt that the

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<sup>1</sup> Entergy Arkansas, Inc., Entergy Gulf States Louisiana, L.L.C., Entergy Louisiana, LLC, Entergy Mississippi, Inc., Entergy New Orleans, Inc., and Entergy Texas, Inc.

provision was redundant in light of other changes made to the Attachment. Section 9.1.2.2 provided that "[t]he [Independent Coordinator of Transmission ("ICT")] shall hold a stakeholder meeting to address the comments submitted by stakeholders in accordance with this Section 9.1." The Commission concluded in the June 2009 Order that Entergy must add that language back in to Attachment K. June 2009 Order, 127 FERC ¶ 61,272 at P 29. Entergy thus added that language in new Section 9.1.1.5. Entergy OATT, Attachment K § 9.1.1.5.

## **B. Transparency**

In the September 2008 Order, the Commission directed Entergy to file revisions to Attachment K to provide the basic methodology, criteria, and processes used to develop transmission plans such that interested parties may replicate those plans. September 2008 Order, 124 FERC ¶ 61,268 at P 69. In response, Entergy amended Attachment K to state that information related to the Construction Plan, the ICT's reliability assessment, and the Base Plan will be provided in sufficient detail to facilitate interested parties' ability to replicate the applicable transmission plan. Entergy OATT, Attachment K §§ 10.3.1, 10.4.1, 10.5.1, 10.6. The Commission, however, found in the June 2009 Order that Entergy did not comply with the September 2008 Order. June 2009 Order, 127 FERC ¶ 61,272 at P 38. The Commission required Entergy to change the phrase "facilitate interested parties' ability to replicate" in Sections 10.3.1, 10.4.1, 10.5.1, and 10.6 to "enable interested parties to replicate." *Id.* The Commission also required Entergy to add the same language to Sections 3.2.2 and 10.1.1 of Attachment K. *Id.* Entergy amended each of those provisions accordingly. Entergy OATT, Attachment K §§ 3.2.2, 10.1.1, 10.3.1, 10.4.1, 10.5.1, 10.6.

## **C. Comparability**

In an Answer to Protests to the December 2008 Compliance Filing, Entergy agreed to amend Section 9.1.6 of Attachment K to provide that "[s]ponsors of transmission solutions, generation solutions, and solutions utilizing demand resources will be provided equal opportunities to participate throughout the transmission planning process that are equivalent to the opportunities provided to other stakeholders and interested parties." Answer of Entergy Services, *Entergy Servs., Inc.*, Docket No. OA08-59-003 at 9 (filed Jan. 22, 2009) ("January Answer"). Entergy also explained that Sections 13.2.7.3.1 through 13.2.7.3.4 of Attachment K should be deleted given that there are no Southeast Inter-Regional Participation Process ("SIRPP") Sectors in the filings submitted by other SIRPP sponsors. *Id.* at 15. In the June 2009 Order the Commission directed Entergy to make those changes. June 2009 Order, 127 FERC ¶ 61,272 at P 53. Entergy amended Section 9.1.6 accordingly, Entergy OATT, Attachment K § 9.1.6, and deleted Sections 13.2.7.3.1 through 13.2.7.3.4.

#### **D. Regional Participation**

In the June 2009 Order, the Commission issued a number of directives related to the Regional Planning Process under Attachment K. Entergy addresses each of the compliance filing requirements below.

In an Answer to Protests to the February 2009 Compliance Filing, Entergy agreed to amend Section 13.1.3.1.2 to make clear that all relevant modeling information will be shared with stakeholders. Answer of Entergy Services, Inc., *Entergy Servs., Inc.*, Docket No. OA08-59-004 at 25 (filed March 17, 2009). Entergy also agreed to amend Attachment K to clarify the meaning of the references to "approved expansion plan" in Attachment K. *Id.* at 24. The Commission directed Entergy to amend Attachment K as Entergy had agreed. June 2009 Order, 127 FERC ¶ 61,272 at PP 95-96, 105. Entergy thus amended Section 13.1.3.1.2 to provide as follows: "Data will include (a) all relevant modeling information, including ten (10) year load forecasts and (b) all critical assumptions that are used in the development of the applicable party's models." Entergy OATT, Attachment K § 13.1.3.1.2. Entergy also amended various Sections of Attachment K to refer to the new defined term "Approved Expansion Plan" (described below). *E.g.*, Entergy OATT, Attachment K §§ 13.1.1.1.1, 13.1.3.1, 13.1.3.1.9, 13.1.4.2, 13.1.4.3.

The Commission stated in the June 2009 Order that Entergy should clarify the process that Entergy will use to revise the Construction Plan if that plan is not simultaneously feasible with the approved expansion plan of the other Regional Planning Parties. The Commission directed Entergy to "add language to its Attachment K to reflect that it will work through this process with the stakeholder working group as these circumstances arise." June 2009 Order, 127 FERC ¶ 61,272 at P 104. Consistent with that directive, Entergy amended Section 13.1.4.3 of Attachment K to provide that "[e]ach Regional Planning Party will work with its applicable stakeholder working group or groups to attempt to identify solutions that will ensure that the Regional Planning Parties' plans are simultaneously feasible." Entergy OATT, Attachment K § 13.1.4.3.

The Commission also stated in the June 2009 Order that Entergy must provide definitions for various terms and utilize defined terms (rather than general terms) throughout Attachment K. *E.g.*, June 2009 Order, 127 FERC ¶ 61,272 at P 119. In accordance with that requirement, Entergy added the following definitions to Attachment K:

- An Approved Expansion Plan is "(a) in the case of Entergy, the Construction Plan and (b) in the case of another Regional Planning Party, the plan that includes the transmission projects that party has committed to construct." Entergy OATT, Attachment K § 2.1.

- The Regional Planning Parties are Entergy, SPP, and any other transmission owners that participate in the Regional Planning Process pursuant to coordination agreements with Entergy. *Id.* § 2.15. Entergy notes that this defined term now is consistent with the way that term is defined in the Southwest Power Pool, Inc. ("SPP")-Entergy Agreement filed by SPP in Docket No. ER09-659-000. *See* Southwest Power Pool, FERC Electric Tariff Rate Schedule No. 11, Original Sheet No. 2.
- A Regional Stakeholder Meeting is "a joint meeting between the [Long-Term Transmission Issues Working Group] and the [Transmission Working Group]." Entergy OATT, Attachment K § 2.17. That term replaces the more generic term "Stakeholder Meeting," which no longer is used as a defined term.

Entergy also amended a number of Sections to reference defined terms. *E.g., id.* §§ 13.1.2.2.6, 13.1.5.4 (Regional Stakeholder Meeting), § 13.1.3.1.3 (Base Case Model), §§ 13.1.3.1.4, 13.1.3.1.7 (various studies); 13.1.5.1.3 (Regional Participants).

Finally with regard to the Regional Planning Process:

- The Commission stated that Entergy must (a) include reliability studies in the definition of Regional Study and (b) revise Section 13.1.5.3 so that any interested party may request a Regional Study. June 2009 Order, 127 FERC ¶ 61,272 at PP 76, 89. Entergy amended Sections 2.18 and 13.1.5.3.1 accordingly. Entergy OATT, Attachment K §§ 2.18, 13.1.5.3.1.
- The Commission stated that Entergy must revise Section 13.1.3.1.6 to provide that information regarding N-2 contingencies will be shared in the same way as information regarding N-1 contingencies. June 2009 Order, 127 FERC ¶ 61,272 at P 99. Entergy amended Section 13.1.3.1.6 to provide that lists of all single and double contingency events analyzed in load flow and stability analyses will be included among the data shared by the Regional Planning Parties. Entergy OATT, Attachment K § 13.1.3.1.6.
- The Commission ordered Entergy to add Facilities Studies to the list of studies under Section 13.1.3.1.4. June 2009 Order, 127 FERC ¶ 61,272 at P 120. Entergy amended Section 13.1.3.1.4 to refer to the specific studies being addressed, including Facilities Studies. Entergy OATT, Attachment K § 13.1.3.1.4.
- The Commission found that "any files Entergy posts for its local planning should also be posted for its regional planning as well." June

2009 Order, 127 FERC ¶ 61,272 at P 120. Section 13.1.3.1.7 of Attachment K now provides that "[t]he Regional Planning Parties shall post the same information for regional planning purposes, including modeling response (IDEV) files, posted with regard to the development of their Approved Expansion Plans." Entergy OATT, Attachment K § 13.1.3.1.7; *compare id.* § 10.2.2 (addressing local planning process).

- The Commission stated that Entergy must clarify what it means by the term "relevant interfaces" in Section 13.1.3.1.8. June 2009 Order, 127 FERC ¶ 61,272 at P 120. Entergy therefore amended that provision to provide that the following information will be shared by the Regional Planning Parties: "Information regarding long-term firm transmission services on all modeled interfaces that are necessary to reflect system limits or conditions." Entergy OATT, Attachment K § 13.1.3.1.8.

#### **E. Economic Planning Studies**

The Commission also issued a number of directives related to the economic transmission planning processes under Attachment K. As discussed below, Entergy complied with each of those directives.

First, the Commission directed Entergy to include the process the ICT will use to batch requests for economic studies. June 2009 Order, 127 FERC ¶ 61,272 at P 140. That process now is included in Section 14.5.2 of Attachment K. Section 14.5.2 substantively tracks the process for batching Facilities Studies under Section 7 of Attachment D to Entergy's OATT. Entergy OATT, Attachment D § 7 (as filed on April 3, 2009 in Docket No. ER05-1065-011).

Second, in the December 2008 Compliance Filing, Entergy added new Section 14.5.3.2 to Attachment K, addressing the screening criteria that would be used to determine the highest priority economic studies. The Commission stated in the June 2009 Order that Entergy instead was supposed to "clarify that the criteria the ICT uses to *perform* Entergy's economic studies will be the same as the criteria used to perform customer-requested studies." June 2009 Order, 127 FERC ¶ 61,272 at P 141. Entergy thus deleted old Section 14.5.3.2 and added a new Section 14.5.6.3 that provides as follows: "The screening criteria used to perform customer-requested economic studies shall be the same screening criteria used in accordance with Section 14.3." Entergy OATT, Attachment K § 14.5.6.3.

Third, the Commission found that, when addressing the parties that may request economic studies under Attachment K, Entergy should change references to "Eligible Customers" to "potential customers." June 2009 Order, 127 FERC ¶ 61,272 at P 142. Section 14.5 of Attachment K thus now provides that "a Transmission Customer, an Interconnection Customer, or a potential customer (including the Transmission

Provider's wholesale merchant function) may request the ICT to conduct one or more economic upgrade studies." Entergy OATT, Attachment K § 14.5.

Fourth, Section 13.2.3.4 of Attachment K addresses the clustering of Inter-Regional Studies. That provision currently addresses clustering initiated by Inter-Regional Participating Transmission Owners, rather than by the SIRPP stakeholder group. In the January Answer, Entergy agreed to amend Section 13.2.3.4 to provide that clustering will be initiated by stakeholders, January Answer at 13, and the Commission required Entergy to amend that provision accordingly, June 2009 Order, 127 FERC ¶ 61,272 at P 145. As discussed in the January Answer, Section 13.2.3.4 now provides as follows:

The Southeast Inter-Regional Participation Process Stakeholder Group ("SIRPPSG") should consider clustering similar Inter-Regional Study requests. In this regard, if two or more of the Inter-Regional Study requests are similar in nature and the Inter-Regional Participating Transmission Owners conclude that clustering of such requests and studies is appropriate, the Inter-Regional Participating Transmission Owners may, following communications with the SIRPPSG, cluster those studies for purposes of the transmission evaluation.

Entergy OATT, Attachment K § 13.2.3.4.

Fifth, Section 13.2.8.3.1 currently prohibits an Inter-Regional Participating Transmission Owner from disclosing information supplied by an entity that is not a public utility under section 201(e) of the Federal Power Act, absent written consent from the entity that supplied the information or a binding order from a court or regulatory agency. In the June 2009 Order the Commission "direct[ed] Entergy to revise section 13.2.8.3.1 so that" information provided by non-public utility transmission providers is "subject to the same information disclosure and confidentiality protections as public utility transmission providers and other stakeholders" in the SIRPP. June 2009 Order, 127 FERC ¶ 61,272 at P 148. The Commission also concluded that "the SIRPP provision that forbids Participating Transmission Owners from disclosing certain resource-specific data unreasonably restricts access to data that stakeholders may need for participation in or evaluation of studies produced by the SIRPP." *Id.* at P 147. The Commission directed Entergy "to revise the provision . . . to require that resource-specific data in the planning process be disclosed by Participating Transmission Owners, under applicable confidentiality provisions, if the information is needed to participate in the transmission planning process and/or to replicate transmission planning studies." *Id.* Entergy revised Section 13.2.8.3 accordingly. Now, the same provisions related to Confidential Information in the SIRPP apply to public utility and non-public utility information. Entergy OATT, Attachment K § 13.2.8.3. Entergy also deleted the SIRPP provisions related to resource-specific data. Section 13.2.8.3.2 now provides:

to the extent confidential non-CEII information is provided in the Southeast Inter-Regional Participation Process and is needed to participate in the Southeast Inter-Regional Participation Process and/or to replicate Inter-Regional Studies, it will be made available to those SIRPPSG members who have executed the SIRPP Non-CEII Confidentiality Agreement, which is posted on the SIRPP website.

*Id.* § 13.2.8.3.2. Stakeholders thus will have access to resource specific information if that information is provided in the SIRPP and either is needed for stakeholders to participate in the SIRPP or to replicate Inter-Regional Studies.

Finally, the Commission concluded that the tariff language related to stakeholder access to CEII data, under which a stakeholder must demonstrate that it has been authorized by the Commission to receive the CEII data, is unjust, unreasonable, unduly discriminatory, or preferential. June 2009 Order, 127 FERC ¶ 61,272 at PP 149-154. Entergy thus amended the provisions related to CEII to eliminate requirements related to FERC Form No. 715. Procedures that will be posted on OASIS instead will apply. Entergy OATT, Attachment K §§ 13.1.5.9.6, 13.2.8.2.

Entergy notes that the Form No. 715 requirement previously included in Attachment K, which the Commission rejected in the June 2009 Order, was a critical aspect of the Regional Planning and SIRPP CEII data disclosure processes. That requirement ensured that an entity seeking CEII had been properly vetted to ensure that the entity is not a party that should not receive such critical infrastructure information (in that the Commission presumably performs such a vetting process when a person requests a FERC Form No. 715, which contains CEII data). This removal of the FERC Form No. 715 requirement has forced Entergy to develop new procedures to perform this vetting function. Since Entergy assumes that this process may need to evolve over time as Entergy becomes more familiar with such issues, it is proposing to post the requisite procedures for obtaining CEII on OASIS rather than attempting to detail and hard-wire them in Entergy's OATT. Entergy will work with the ICT on all aspects of these procedures.

## **II. Additional Filing Requirements and Information**

### **A. Documents Submitted With This Filing**

This filing consists of this letter and the following attachments:

- Revised sheets to Attachment K in clean format.
- Revised sheets to Attachment K in redlined format.

Because each tariff sheet has changed, Entergy is re-filing all of Attachment K.

## **B. Compliance with Order No. 714**

In accordance with Order No. 714, *Electronic Tariff Filings*, FERC Stats. & Regs. ¶ 31,276 (2008), and Section 35.10(b) of the Commission's Regulations, 18 C.F.R. § 35.10(b) (2008), and as discussed above in this Transmittal Letter, the following Sections of Attachment K have been revised:

- Definitions: Section 2.1 (Approved Expansion Plan); Section 2.15 (Regional Planning Parties); Section 2.17 (Regional Stakeholder Meeting); Section 2.18 (Regional Study); old Section 2.20 (deleted).
- Regional Transmission Planning: Section 13.1.1.1 (definition of Regional Planning Parties); Section 13.1.1.1.1 (clarified the system plans at issue); Section 13.1.3.1 and subsections (sharing of system plans, data, and assumptions); Sections 13.1.3.1.1 and 13.1.4.2 (reference to Approved Expansion Plan); Section 13.1.4.3 (reference to Approved Expansion Plan and simultaneous feasibility of expansion plans); 13.1.5.1.3 (performing Regional Studies); Section 13.1.5.3.1 (requesting Regional Studies); Section 13.1.5.4 and subsections (Regional Stakeholder Meetings); Sections 13.1.5.9.6 and 13.1.6.4 (access to data).
- Inter-Regional Transmission Planning: Section 13.2.3.4 (clustering); old Sections 13.2.7.3.1 through 13.2.7.3.4 (deleted); Sections 13.2.8.2 and 13.2.8.3 (access to data).
- Other Provisions: Sections 3.2.2, 10.1.1, 10.3.1, 10.4.1, 10.5.1, and 10.6 (replication of studies); Section 9.1.1.5 (stakeholder meetings); Section 9.1.6 (demand resources); Section 14.5 (requesting economic studies); Section 14.5.2 (batching of requests for economic studies); old Section 14.5.3.2 (deleted), Section 14.6.3 (performing economic studies).

A redlined version of Attachment K is attached hereto.

## **C. Service and Filing Requirements**

Copies of this filing are being served on all parties in the instant proceeding.

## **III. Conclusion**

In this filing Entergy made revisions to Attachment K that comply with the requirements of the June 2009 Order. The Commission thus should accept this compliance filing.



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August 17, 2009  
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Glen S. Bernstein", written over a horizontal line.

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**ATTACHMENT K**  
**(CLEAN SHEETS)**

## ATTACHMENT K

### Transmission Planning Process

#### 1. General

##### 1.1. This Attachment K describes:

- 1.1.1. the processes and standards that the Transmission Provider uses to develop its Construction Plan and the Independent Coordinator of Transmission (ICT) uses to develop the Base Case Model and the Base Plan for the Entergy Transmission System. These plans and models will address (i) transmission services provided pursuant to service agreements under the Tariff, (ii) the Transmission Provider's use of the Transmission System to serve its Native Load Customers; and (iii) any other obligations of the Transmission Provider to provide wholesale transmission services. The planning process under this Attachment K shall treat similarly-situated customers comparably;
- 1.1.2. the division of responsibilities and duties between the Transmission Provider and the ICT in the planning processes hereunder; and
- 1.1.3. processes for stakeholder, Interested Government Agency, and other interested party input into the Base Plan, the Construction Plan, and the Base Case Model, including the points within the transmission planning process whereby stakeholders may provide input into the process.

- 1.2. The ICT shall perform the functions enumerated herein in an independent manner and, in all cases, shall use its independent judgment to ensure that transmission planning is conducted on a non-discriminatory basis. The Transmission Provider shall perform its functions in a manner consistent with (i) Good Utility Practice, (ii) its obligations to Native Load Customers and its obligations to Transmission and Interconnection Customers under FERC Order Nos. 888, 890, and 2003, and (iii) its regulatory and contractual obligations, if any, to other parties related to the planning and expansion of the Transmission System.

#### 2. Definitions The following definitions apply to this Attachment K. Capitalized terms that are not specifically defined below shall have the meaning assigned to them under the Tariff.

- 2.1. Approved Expansion Plan means (a) in the case of Entergy, the Construction Plan and (b) in the case of another Regional Planning Party, the plan that includes the transmission projects that party has committed to construct.
- 2.2. Base Case Model means a power flow model representing the Transmission System that is used for reliability assessments, transmission service request studies, and economic studies. When referenced in this document, "Base Case Model" refers to

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Vice President, Transmission

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both annual and seasonal power flow models used in the transmission planning process described herein.

- 2.3. Base Plan means the plan developed pursuant to Section 7 herein.
- 2.4. Base Plan Upgrades is as defined in Attachment T of the Tariff.
- 2.5. Critical Energy Infrastructure Information or CEII shall mean specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that: (1) relates details about the production, generation, transmission, or distribution of energy; (2) could be useful to a person planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act; and (4) gives strategic information beyond the location of the critical infrastructure.
- 2.6. Confidential Information means, for purposes of this Attachment K, information or data that is proprietary, commercially valuable or competitively sensitive, or is a trade secret, and has been designated as confidential by the supplying party, provided that such information is not available from public sources or is not otherwise subject to disclosure under any tariff or agreement administered by the Transmission Provider. Confidential Information includes, but is not limited to, (i) customer-specific information regarding: load forecasts, billing determinants, scheduling and reservation data, power purchases, and contracts; (ii) generator-specific information regarding: unit commitment and dispatch levels, generator cost data, heat rates, outage and maintenance schedules, operating restrictions, ramp rates, and automatic generation control capability and ranges; and (iii) system information regarding: avoided costs and system incremental costs.
- 2.7. Construction Plan means the plan developed pursuant to Section 6 herein.
- 2.8. Interested Government Agencies means the Federal Energy Regulatory Commission, the Council of the City of New Orleans, La., the Mississippi Public Service Commission, the Louisiana Public Service Commission, the Public Utility Commission of Texas, and the Arkansas Public Service Commission.
- 2.9. Inter-Regional Participating Transmission Owners means transmission owners participating in the Southeast Inter-Regional Participation Process.
- 2.10. Inter-Regional Study is as defined in Section 14.5 of this Attachment K.
- 2.11. Joint Planning Committee or JPC is as defined in Section 13.1.2.1 of this Attachment K.
- 2.12. LTTIWG means the Long-Term Transmission Issues Working Group, a stakeholder working group formed as part of the ICT stakeholder process to address, among other

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things, the Transmission Provider's long-term transmission expansion planning process, or a successor stakeholder group thereto.

- 2.13. Planning Criteria means the criteria, standards, and procedures used in developing the Construction Plan and ICT Base Plan as set forth in the following: (i) applicable NERC Reliability Standards and SERC supplements to those standards; (ii) the Transmission Provider's local reliability criteria that are provided to the ICT for posting on OASIS; and (iii) the Transmission Provider's business practices that are related to compliance with all of the above criteria and that are provided to the ICT for posting on OASIS.
- 2.14. Regional Participant is a participant in the LTTIWG or the TWG.
- 2.15. Regional Planning Parties are the Transmission Provider, SPP, and any other transmission owners that participate in the Regional Planning Process pursuant to coordination agreements with the Transmission Provider.
- 2.16. Regional Planning Process is the planning process conducted in accordance with Section 13.1 of this Attachment K.
- 2.17. Regional Stakeholder Meeting is a joint meeting between the LTTIWG and the TWG.
- 2.18. Regional Study is an economic transmission planning study or reliability transmission study conducted in accordance with Section 13.1.5 of this Attachment K.
- 2.19. Southeast Inter-Regional Participation Process is the process for conducting stakeholder requested Inter-Regional Studies, as addressed in Section 13.2 of this Attachment K.
- 2.20. Southeast Inter-Regional Participation Process Stakeholder Group is the forum through which stakeholders will participate in the Southeast Inter-Regional Participation Process.
- 2.21. SPP is the Southwest Power Pool Regional Transmission Organization.
- 2.22. Supplemental Upgrades is as defined in Attachment T of the Tariff.
- 2.23. Transmission Planning Summit is as defined in Section 9.1.3 of this Attachment K.
- 2.24. TWG is SPP's Transmission Working Group, or a successor stakeholder group thereto.

3. Criteria for Transmission Planning

3.1. Applicability

- 3.1.1. The Transmission Provider and the ICT shall conduct transmission planning on a non-discriminatory basis in accordance with the Planning Criteria.
- 3.1.2. Advanced technologies and demand-side resources will be treated comparably, where appropriate in the transmission planning process, to transmission and generation solutions. Transmission plans developed under this Attachment K will be technology neutral, balancing costs, benefits, and risks associated with the use of transmission, generation, and demand-side resources to meet the needs of transmission customers and the Transmission Provider.

3.2. ICT Review of the Planning Criteria

- 3.2.1. The Transmission Provider shall supply the ICT with the current Planning Criteria including: (i) applicable NERC Reliability Standards and SERC supplements to those standards; (ii) the Transmission Provider's local reliability criteria; and (iii) the Transmission Provider's business practices related to compliance with all of the above criteria.
- 3.2.2. The ICT will independently review the Transmission Provider's Planning Criteria to ensure that these criteria are sufficiently defined for interested parties to understand how transmission planning is conducted. If the ICT concludes that additional detail is required, the Transmission Provider will modify the appropriate business practice documents to include the additional detail. Information shall be provided in sufficient detail to enable interested parties to replicate the Construction Plan, the ICT's reliability assessment, and the Base Plan.

3.3. Modifications

- 3.3.1. All modification to the Planning Criteria will be made in accordance with Sections 9 and 10 of this Attachment K.
- 3.3.2. The Transmission Provider will not modify the Planning Criteria without providing prior notice to the ICT. The draft modified Planning Criteria shall be posted on OASIS.
- 3.3.3. Following posting of the draft modified Planning Criteria on OASIS, the ICT shall conduct one or more stakeholder meetings to provide stakeholders with additional information on the modifications to the Planning Criteria and allow input regarding such modifications. The modified Planning Criteria shall not

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be made effective until at least one such stakeholder meeting has been conducted. The ICT also may independently propose that the Transmission Provider modify the Planning Criteria by raising such a proposal directly with the Transmission Provider or in a report to Interested Government Agencies.

- 3.3.4. Modifications to the Transmission Provider's local reliability criteria will be applied to a Base Plan previously completed if and only if: (i) the ICT agrees with such retroactive application; and (ii) the modified criteria are more stringent than the criteria used in developing the previously completed Base Plan. However, nothing in this Section 3.3.4 modifies the ICT's responsibility to independently develop the Base Plan or limits the ICT's discretion in the development of the Base Plan as provided in Section 7.1 of this Attachment.

4. Overview of Planning Process The transmission planning process includes the following elements: (i) development of the Base Case Model; (ii) development of the Transmission Provider's Construction Plan and evaluation of that plan by the ICT; (iii) development of the Base Plan; (iv) the Transmission Planning Summit and receipt and consideration of other stakeholder input to the development of the ICT's reliability assessment, the Base Case Model, the Base Plan, Regional and Inter-Regional Studies, and the Construction Plan; (v) coordinated regional and inter-regional planning; and (vi) identification of economic upgrades.

5. Base Case Model Development

- 5.1. The ICT shall create the Base Case Model for the Transmission System.
- 5.1.1. The Base Case Model shall include all existing long-term, firm uses of the Transmission System, including: (i) Network Integration Transmission Service; (ii) firm transmission service for the Transmission Provider's Native Load; (iii) Long-Term Point-to-Point Transmission Service; and (iv) firm transmission service provided in accordance with grandfathered agreements.
- 5.1.2. The Base Case Model will be developed in accordance with modeling procedures used to develop NERC multi-regional and SERC regional models.
- 5.2. The Transmission Provider shall provide to the ICT such data inputs as may be necessary to facilitate the preparation of the Base Case Model by the ICT. The ICT shall review and validate the data inputs that are provided for use in the Base Case Model so as to ensure that the data inputs and resulting model are consistent with the Planning Criteria. The ICT will review the Base Case Model with the Transmission Provider and stakeholders.
- 5.3. The ICT will participate with the Transmission Provider in regional model development processes necessary to create regional seasonal and annual models. Quarterly, the ICT and Transmission Provider will update the seasonal and annual

models to reflect changes on the Transmission Provider's system. Such models will serve as the annual and seasonal Base Case Models under this Attachment K.

6. Construction Plan Development

- 6.1. Using the most current validated regional models described in Section 5, each year the Transmission Provider shall develop the Construction Plan, which will contain (i) all transmission upgrade projects on the Transmission System that are necessary to satisfy the Planning Criteria and (ii) any economic upgrade projects identified by the Transmission Provider in accordance with this Attachment K for inclusion in the Construction Plan.
- 6.2. The Transmission Provider shall submit the draft Construction Plan to the ICT to be posted on OASIS. The Transmission Provider shall review the draft Construction Plan with the ICT and stakeholders. The ICT and stakeholders may provide the Transmission Provider with comments on the draft Construction Plan.
- 6.3. The ICT will perform an independent reliability assessment of the Transmission System using the Planning Criteria. As part of this assessment, the ICT will independently evaluate whether: (i) the Transmission Provider's Construction Plan complies with the Planning Criteria; and (ii) whether there are upgrade projects in the Construction Plan that are not necessary to meet the Planning Criteria. In addition to reviewing the Construction Plan, the ICT may also begin the process of identifying opportunities for regional optimization of the Construction Plan as provided in Section 13.
- 6.4. The ICT shall provide the Transmission Provider and stakeholders its conclusions regarding the reliability assessment and evaluation of the Construction Plan. If there are any outstanding issues that the ICT believes the Transmission Provider should address, those also shall be provided at that time. After the Transmission Provider reviews the ICT's conclusions, the Transmission Provider may submit a revised Construction Plan or notify the ICT that it will not revise the Construction Plan. The Transmission Provider will provide documentation to the ICT and stakeholders regarding any outstanding issues identified by the ICT but that are not addressed in a new Construction Plan.
- 6.5. The Construction Plan development process shall be performed consistent with the timeline included as Appendix 1 of this Attachment K. Further, the Construction Plan and reliability assessment shall be performed in accordance with Sections 9 and 10 of this Attachment K.

7. Base Plan Development

- 7.1. Each year, the ICT shall independently develop the Base Plan for the Transmission System. The ICT shall develop the Base Plan consistent with the Planning Criteria,

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provided that the ICT shall have sole discretion as to the inclusion or exclusion of the Transmission Provider's business practices and local reliability criteria in the Base Plan. The Base Plan will identify all transmission upgrades and construction projects that the ICT believes are necessary to comply with the Planning Criteria. The ICT may rely on the Construction Plan, stakeholder and regulator input, and its own reliability assessment in developing the Base Plan or amending the Base Plan.

7.2. The Base Plan development process shall be performed consistent with the timeline included as Appendix 1, consistent with the steps described in Appendix 2 of this Attachment K, and in accordance with Sections 9 and 10 of this Attachment K.

7.3. The Base Plan will be the basis for the ICT's allocation of costs between Base Plan Upgrades and Supplemental Upgrades as those terms are used in Attachment T.

## 8. Construction of Upgrades

8.1. The ICT will identify any instances where the Base Plan and the Construction Plan diverge. The ICT and the Transmission Provider will inform the Interested Government Agencies of any such divergence. Based on regulatory feedback, the Transmission Provider may further revise the Construction Plan or the ICT may further revise the Base Plan.

8.2. To the extent the Construction Plan includes projects that are not included in the Base Plan, the Transmission Provider may build such projects, subject to applicable siting and permitting requirements.

8.3. To the extent the Base Plan includes projects that are not included in the Construction Plan, the Transmission Provider will have no obligation to proceed with such projects for purposes of reliability. To the extent such projects are determined by the Transmission Provider to be required to accommodate a request for transmission or interconnection service under the Tariff, the construction of such projects will be governed by the applicable Transmission Service Agreement or Large Generator Interconnection Agreement, and the pricing of such projects will be governed by Attachment T.

## 9. Coordination and Openness

### 9.1. Stakeholder Review and Input

9.1.1. Stakeholder Review and Input Regarding Planning Criteria, Data Gathering, and Study Processes

9.1.1.1. Prior to posting the Planning Criteria or changes to the Planning Criteria, the ICT will provide stakeholders an opportunity to provide input regarding the Planning Criteria or changes thereto.

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- 9.1.1.2. Prior to or during the development of the ICT's reliability assessment, the Base Case Models, the Base Plan, and Regional and Inter-Regional Studies, the ICT will provide stakeholders an opportunity to provide input, including written comments, regarding (a) data gathering and the study process associated with development of the ICT's reliability assessment, the Base Case Model, the Base Plan, and Regional and Inter-Regional Studies and (b) other inputs, assumptions, and methodologies relied upon in developing the ICT's reliability assessment, the Base Case Model, the Base Plan, and Regional and Inter-Regional Studies.
- 9.1.1.3. Prior to or during the development of the Construction Plan, the Transmission Provider will provide stakeholders an opportunity to provide input, including written comments, regarding (a) data gathering and the study process associated with development of the Construction Plan and (b) other inputs, assumptions, and methodologies relied upon in developing the Construction Plan.
- 9.1.1.4. The ICT shall make all written comments publicly available to all interested parties by posting them on the Transmission Provider's OASIS or the ICT website, as appropriate.
- 9.1.1.5. The ICT shall hold a stakeholder meeting to address the comments submitted by stakeholders in accordance with this Section 9.1.
- 9.1.1.6. Stakeholders will be provided an opportunity to submit comments in a manner that provides the Transmission Provider and the ICT sufficient time to consider such comments prior to completion of the Construction Plan and Base Plan.
- 9.1.2. Stakeholder Review and Input Regarding the Base Case Models, the Base Plan, Regional and Inter-Regional Studies, and the Construction Plan Outside of the Transmission Planning Summit
  - 9.1.2.1. Through the LTTIWG, the ICT will provide an opportunity outside of the Transmission Planning Summit for stakeholders to provide input, including written comments, regarding the reliability assessment, the Base Case Models, the Base Plan, and Regional and Inter-Regional Studies.
  - 9.1.2.2. Through the LTTIWG, the Transmission Provider will provide an opportunity outside of the Transmission Planning Summit for stakeholders to provide input, including written comments, regarding the Construction Plan.

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9.1.2.3. Through the LTTIWG, stakeholders will be provided an opportunity to submit comments in a manner that provides the Transmission Provider and the ICT sufficient time to consider such comments prior to completion of the Construction Plan and Base Plan.

9.1.3. The Transmission Planning Summit

9.1.3.1. The ICT will lead the Transmission Planning Summit.

9.1.3.2. At the Transmission Planning Summit:

9.1.3.2.1. the ICT will review the ICT's independent reliability assessment and the Transmission Provider's Construction Plan with stakeholders and regulators;

9.1.3.2.2. the ICT will provide an opportunity for the Transmission Provider, stakeholders, Interested Government Agencies, and other interested parties to address the Base Case Model, the Planning Criteria, and underlying data and assumptions used in developing transmission plans and models;

9.1.3.2.3. the ICT will (i) solicit feedback on the transmission reliability projects and economic projects that have been identified, including regional and inter-regional projects; (ii) solicit alternatives to those projects; (iii) explain the planning process; and (iv) explain how and where to obtain information about the transmission system;

9.1.3.2.4. The ICT shall review any potential regional optimization or economic opportunities determined in accordance with Regional and Inter-Regional Studies.

9.1.3.3. The Transmission Planning Summit shall be held annually. At the conclusion of each Summit, the ICT shall determine whether one or more additional Summit sessions is warranted to comply with this Attachment K. The ICT shall solicit comments from the Transmission Provider and stakeholders on the desire for additional sessions.

9.1.3.4. Stakeholders, representatives of Interested Government Agencies, and other interested parties may submit comments and suggestions to the ICT, either before or after the Transmission Planning Summit. The ICT shall make those comments and suggestions publicly available to

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all interested parties by posting them on the Transmission Provider's OASIS or the ICT website, as appropriate.

9.1.3.5. Stakeholders may request additional information from the ICT or the Transmission Provider.

9.1.3.5.1. Additional information shall be provided to the extent consistent with this Attachment K.

9.1.3.5.2. Any additional information furnished at the request of a stakeholder shall be posted on the Transmission Provider's OASIS following the provision of the information to the requesting stakeholder.

9.1.3.5.3. Any dispute regarding a request for additional information under Section 9.1.3.5 shall be resolved in accordance with this Attachment K.

9.1.3.6. The Transmission Provider and the ICT will review stakeholder input received during, or resulting from, the Transmission Planning Summit. The Transmission Provider will provide the ICT recommendations regarding that input. If appropriate, this may include revisions to the Construction Plan.

9.1.4. The ICT shall provide reasonable notice of all meetings under this Section 9.1, including the Transmission Planning Summit, through a posting on OASIS and the ICT's website. Such notice shall specify the form in which the meeting will take place, the date and time of such meeting, and as applicable the location of such meeting. The form of a meeting may include, but is not limited to, in-person meetings, teleconferences, or webinars, provided that the Transmission Planning Summit shall be an in-person meeting.

9.1.5. All stakeholder meetings under this Attachment K shall be open to all interested parties, including interconnected generators, power marketers, load serving entities, wholesale customers, and Interested Government Agencies, and shall be subject to the confidentiality and CEII provisions of this Attachment K.

9.1.6. Sponsors of transmission solutions, generation solutions, and solutions utilizing demand resources will be provided equal opportunities to participate throughout the transmission planning process that are equivalent to the opportunities provided to other stakeholders and interested parties.

9.2. Confidential Information and CEII

- 9.2.1. Except as may be required by subpoena or other compulsory process, the ICT and the Transmission Provider shall not disclose Confidential Information to any person or entity without prior written consent of the party that supplied the Confidential Information.
- 9.2.2. Except as may be required by subpoena or other compulsory process, information designated as CEII shall be made available to a party only after such party executes a Confidentiality Agreement in the form of Appendix 3 hereto.
- 9.2.3. Upon receipt of a subpoena or other compulsory process for the disclosure of Confidential Information or CEII, the ICT or Transmission Provider, as applicable, shall promptly notify the party that supplied the data and shall furnish all reasonable assistance requested by the supplying party to prevent disclosure, and shall not release the data until the supplying party provides written consent or until the supplying party's legal options are exhausted. Upon request from an Interested Government Agency for Confidential Information or CEII, such consent may not be unreasonably withheld if the Interested Government Agency agrees to maintain confidentiality with a protective order or other procedure(s) of the agency for protecting confidential information.
- 9.2.4. The confidentiality of Confidential Information and CEII provided to Interested Government Agencies shall be maintained with a protective order or other procedures of the agency for protecting Confidential Information.

10. Transparency

10.1. Planning Criteria

- 10.1.1. The ICT will be responsible for ensuring that the Planning Criteria are (i) posted on OASIS; and, (ii) sufficiently detailed so that the transmission planning process is transparent and understandable, subject to the confidentiality and CEII provisions of this Attachment K. Information shall be provided in sufficient detail to enable interested parties to replicate the Construction Plan, the ICT's reliability assessment, and the Base Plan.
- 10.1.2. The ICT will post on OASIS any draft modification to the Planning Criteria.
- 10.1.3. Once the amendments to the Planning Criteria have been finalized by the Transmission Provider following ICT and stakeholder input, the ICT will post the final, new version of the Planning Criteria on OASIS.

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10.1.4. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the posting of the Planning Criteria.

10.2. Base Case Model

10.2.1. The ICT shall post the Base Case Model, any changes to the Base Case Model, and the basic data and assumptions used in developing the Base Case Model, on the Transmission Provider's OASIS. To the extent practicable, such postings shall be made at least 30 days prior to any stakeholder meeting scheduled to address such Base Case Model.

10.2.2. The ICT shall post such additional information, including IDEV files, that will permit a stakeholder to develop the models used to develop the Construction Plan.

10.2.3. Such postings will be subject to the confidentiality and CEII provisions of this Attachment K.

10.2.4. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the postings under this Section 10.2.

10.3. Construction Plan

10.3.1. The ICT shall post a draft Construction Plan, and any changes to the draft Construction Plan, on the Transmission Provider's OASIS. The Transmission Provider also shall post on the Transmission Provider's OASIS the basic methodology, criteria, processes, data, and assumptions used in developing the Construction Plan. Such information shall be provided in sufficient detail to enable interested parties to replicate the Construction Plan. To the extent practicable, the ICT will post the Construction Plan on the Transmission Provider's OASIS at least 30 days prior to the stakeholder meeting scheduled to address such Construction Plan.

10.3.2. Once the Construction Plan has been finalized by the Transmission Provider following ICT and stakeholder input, the ICT will post the final Construction Plan on OASIS.

10.3.3. Such postings will be subject to the confidentiality and CEII provisions of this Attachment K.

10.3.4. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the postings under this Section 10.3.

10.4. Reliability Assessment

- 10.4.1. The ICT shall post the ICT's draft reliability assessment, and any changes to the draft reliability assessment, on the Transmission Provider's OASIS. The ICT also shall post on the Transmission Provider's OASIS the basic methodology, criteria, processes, data, and assumptions used in developing the reliability assessment. Such information shall be provided in sufficient detail to enable interested parties to replicate the reliability assessment. To the extent practicable, the ICT will post the draft reliability assessment on the Transmission Provider's OASIS at least 30 days prior to the stakeholder meeting scheduled to address such reliability assessment.
- 10.4.2. Once the reliability assessment has been finalized by the ICT following Transmission Provider and stakeholder input, the ICT will post the final reliability assessment on OASIS.
- 10.4.3. Such postings will be subject to the confidentiality and CEII provisions of this Attachment K.
- 10.4.4. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the postings under this Section 10.4.

10.5. Base Plan

- 10.5.1. The ICT shall post the draft Base Plan, and any changes to the draft Base Plan, on the Transmission Provider's OASIS. The ICT also shall post on the Transmission Provider's OASIS the basic methodology, criteria, processes, data, and assumptions used in developing the Base Plan. Such information shall be provided in sufficient detail to enable interested parties to replicate the Base Plan. To the extent practicable, the ICT will post the draft Base Plan on the Transmission Provider's OASIS at least 30 days prior to the stakeholder meeting scheduled to address such Base Plan.
- 10.5.2. Once the Base Plan has been finalized by the ICT following Transmission Provider and stakeholder input, the ICT will post the final Base Plan on OASIS.
- 10.5.3. The ICT shall post a document explaining any differences in the basic assumptions and criteria used in developing the Base Plan and Construction Plan.
- 10.5.4. Such postings will be subject to the confidentiality and CEII provisions of this Attachment K.

10.5.5. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the postings under this Section 10.5.

10.6. Other Information In addition to the foregoing, and subject to the confidentiality and CEII provisions of this Attachment K, the basic methodology, criteria, processes, data, and assumptions in other studies and planning processes performed under this Attachment K shall be made available to customers, other stakeholders, and independent third parties. Such information shall be provided in sufficient detail to enable interested parties to replicate the applicable study. Such information shall include, but shall not be limited to, modeling response files, documents detailing the Transmission Provider's proposed and approved transmission reliability projects, maps, and special notices.

11. Information Exchange

11.1. Network Customer Obligations The Transmission Provider shall provide Network Customers a data template for load and resource forecasts in the form of Appendix 4 to this Attachment K. Network Customers shall complete and return the template by the date requested by the Transmission Provider. Unless otherwise agreed by the ICT, this information will be requested during the fall of each year.

11.1.1. The ICT shall post on OASIS the load and resource forecast template developed by the Transmission Provider.

11.1.2. The Transmission Provider shall review with stakeholders the load and resource forecast template and provide an overview of how information is to be submitted.

11.1.3. Information provided by Network Customers via the load and resource forecast template shall be used by the Transmission Provider and the ICT in developing the Base Case Model as described in Section 5 of this Attachment K.

11.1.4. The ICT and Transmission Provider shall treat information provided by Network Customers in accordance with this Section 11.1 as Confidential Information under this Attachment K.

11.2. Point-to-Point Customer Obligations The Transmission Provider shall provide Point-to-Point Customers a data template for firm point-to-point transmission services in the form of Appendix 5 to this Attachment K. Point-to-Point Customers shall complete and return the template by the date requested by the Transmission Provider. Unless otherwise agreed by the ICT, this information will be requested during the fall of each year.



- 11.2.1. The ICT shall post on OASIS the firm point-to-point transmission services template developed by the Transmission Provider.
  - 11.2.2. The Transmission Provider shall review with stakeholders the firm point-to-point transmission services template and provide an overview of how information should be submitted.
  - 11.2.3. Information provided by Point-to-Point Customers via the firm point-to-point transmission services template shall be used by the Transmission Provider and ICT in developing the Base Case Model as described in Section 5 of this Attachment K.
  - 11.2.4. The ICT and Transmission Provider shall treat information provided by Point-to-Point Customers in accordance with this Section 11.2 as Confidential Information under this Attachment K.
- 11.3. The Customer shall provide written notice to the ICT and the Transmission Provider of material changes in any information previously provided under this Section 11. Such notice shall be provided no later than 30 days from the date the Customer became aware of such material change.

12. Dispute Resolution

- 12.1. If a party believes that the requirements of this Attachment K are not being satisfied, such party shall provide the Transmission Provider and the ICT with written notice of the dispute or claim. The notice shall identify the nature of the dispute and provide a brief description of the respective positions of the parties.
- 12.2. The ICT shall ensure that a notice of any dispute or claim arising under this Attachment K is posted on the Transmission Provider's OASIS within five business days of the ICT's receipt of the challenging party's notice.
- 12.3. Within ten calendar days after receipt by the ICT and the Transmission Provider of a notice of any dispute or claim, the matter shall be referred to a designated senior representative of the disputing party, the ICT, and the Transmission Provider for resolution on an informal basis.
- 12.4. In the event the designated representatives are unable to resolve the claim or dispute within 30 calendar days of the ICT's and the Transmission Provider's receipt of the notice of dispute, such claim or dispute may, upon mutual agreement of the parties, be submitted to mediation under terms and conditions agreed to by the parties.
- 12.5. In the event the parties do not reach agreement through mediation conducted in accordance with Section 12.4 of this Attachment K, or do not agree to submit such

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claim or dispute to mediation, such claim or dispute may, upon mutual agreement of the parties, be submitted to arbitration in accordance with Section 12 of the Tariff.

- 12.6. Except to the extent the parties mutually agree to arbitration in accordance with Section 12.5 of this Attachment K, the foregoing is without prejudice to any affected party requesting that the Commission resolve any dispute at any time that is within the jurisdiction of the Commission, including, but not limited to, by submitting a complaint pursuant to Section 206 of the Federal Power Act.
- 12.7. The ICT's position shall control pending resolution of any dispute under this Section 12.
- 12.8. Notwithstanding the foregoing, disputes between the Transmission Provider and the ICT shall be resolved in accordance with Attachment S of the Tariff.

13. Regional Coordination

13.1. Regional Planning

13.1.1. General Provisions Regarding Regional Planning

13.1.1.1. The ICT shall coordinate with SPP and its respective members-- which include the Transmission Provider's immediate neighboring transmission owners, Arkansas Electric Cooperative Corporation, Lafayette Utilities System, Oklahoma Gas & Electric Company, American Electric Power-West, East Texas Electric Cooperative, Southwestern Power Administration, Empire District Electric Company, City of Clarksdale, and Cleco Corporation--to:

- 13.1.1.1.1. share Approved Expansion Plans to ensure that they are simultaneously feasible and otherwise use consistent assumptions and data;
- 13.1.1.1.2. address requests for Regional Studies submitted in accordance with Section 14.5 of this Attachment K;
- 13.1.1.1.3. identify any opportunities for regional optimization of the Construction Plan with the construction plans of the Regional Planning Parties. The evaluation of such opportunities will commence in earnest after the Transmission Planning Summit, but may also begin as part of the ICT's assessment of the Construction Plan under Section 6 and/or the ICT's development of the Base Plan under Section 7. As

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used herein, the term “regional optimization” means the identification of a set of coordinated transmission upgrades on the system of more than one party that satisfies the parties’ respective planning criteria at a lower overall cost than if the parties had planned and constructed needed upgrades on a non-coordinated basis.

- 13.1.1.2. Other transmission owners in the Entergy or SPP regions also may participate in the regional planning process as Regional Planning Parties.
- 13.1.1.3. The Regional Planning Process shall be performed consistent with the timeline included as Appendix 6 to this Attachment K.
- 13.1.1.4. The Regional Planning Process shall be subject to provisions for the protection of Confidential Information and CEII under this Attachment K.
- 13.1.1.5. To the extent other adjoining transmission owners have seams agreements or joint planning processes with the Transmission Provider, the ICT will identify any opportunities for regional optimization of the Transmission Provider’s Construction Plan with the construction plans of those adjoining transmission owners. The ICT shall review such optimization opportunities with the Transmission Provider, other affected transmission owners, Interested Government Agencies, stakeholders, and other interested parties.

#### 13.1.2. Joint Planning Committee

- 13.1.2.1. The Regional Planning Parties shall form a Joint Planning Committee (“JPC”) comprised of representatives of the Regional Planning Parties in numbers and functions to be identified by the Regional Planning Parties from time to time as necessary to ensure that the JPC has the appropriate subject matter experts to perform its functions as stated below. Each Regional Planning Party shall have the right, every other year, to designate a Chairman of the JPC to serve a one-year calendar term, except that the term of the first Chairman shall end December 31 of the year that Chairman’s term commences. The Regional Planning Parties jointly shall agree on the first Chairman. The Chairman shall be responsible for the scheduling of meetings, the preparation of agendas for meetings, and the production of minutes of meetings.

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13.1.2.2. The JPC:

- 13.1.2.2.1. may request information from a Regional Planning Party as provided herein;
- 13.1.2.2.2. shall have responsibility leading all meetings related thereto;
- 13.1.2.2.3. shall ensure that all JPC or associated meetings conform to the intent of the Commission's Standards of Conduct;
- 13.1.2.2.4. may establish working groups as necessary to provide for adequate review, performance, and development of Regional Studies;
- 13.1.2.2.5. shall, as necessary, coordinate the provision of information by the Regional Planning Parties to federal and state agencies or other regional or multi-state bodies;
- 13.1.2.2.6. shall, as necessary, establish a schedule for the rotation of responsibility for data management, coordination of Regional Stakeholder Meetings, coordination of analysis activities, report preparation, and other activities;
- 13.1.2.2.7. shall meet at least annually to review transmission planning activities associated with the joint planning process described in this Section 13.1; and
- 13.1.2.2.8. shall, as necessary, engage in dispute resolution under Section 13.1.7.

13.1.3. Sharing of System Plans and Associated Data and Assumptions

- 13.1.3.1. Subject to Section 13.1.6, each Regional Planning Party shall provide the other Regional Planning Party with the following data and information to the extent such data and information is necessary to ensure (a) the simultaneous feasibility of the Regional Planning Parties' Approved Expansion Plans and (b) the use of consistent assumptions and data in the development of such system plans:

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- 13.1.3.1.1. Each Regional Planning Party's Approved Expansion Plan.
- 13.1.3.1.2. Data for the development of transmission modeling of load-flow, short-circuit, and stability cases. Data will include (a) all relevant modeling information, including ten (10) year load forecasts and (b) all critical assumptions that are used in the development of the applicable party's models.
- 13.1.3.1.3. Access to Base Case Models (up to the next ten (10) years) will be provided as requested to either Regional Planning Party or the JPC.
- 13.1.3.1.4. The status of System Impact Studies, Facilities Studies, Interconnection System Impact Studies, and Interconnection Facilities Studies, to the extent that a commitment has been made to a system enhancement as a result of any such studies.
- 13.1.3.1.5. Transmission system maps for the Regional Planning Party's bulk transmission system and lower voltage transmission system, to the extent such maps are relevant to the coordination of planning between the Regional Planning Parties.
- 13.1.3.1.6. Contingency lists for use in load flow and stability analyses. Such information shall include (a) lists of all single and double contingency events analyzed in the load flow and stability analyses and (b) breaker diagrams for the Regional Planning Party's transmission system, to the extent such diagrams are relevant to the coordination of planning between the Regional Planning Parties.
- 13.1.3.1.7. The timing of each planned enhancement referenced in Section 13.1.3.1.4 or that otherwise is included in a Regional Planning Party's Approved Expansion Plan. Such information shall include (a) estimated completion dates, (b) project mobilization schedules, (c) the likelihood that a system enhancement will be completed, (d) whether/when the system enhancement should be included in System Impact Studies,

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Facilities Studies, Interconnection System Impact Studies, Interconnection Facilities Studies, Inter-Regional Studies, Regional Studies, and any other reliability or economic transmission plan or model prepared in accordance with this Attachment K, and (e) all related applications for regulatory approvals and the status thereof. Such information shall be provided annually and as changes in status occur. The Regional Planning Parties shall post the same information for regional planning purposes, including modeling response (IDEV) files, posted with regard to the development of their Approved Expansion Plans.

13.1.3.1.8. Information regarding long-term firm transmission services on all modeled interfaces that are necessary to reflect system limits or conditions.

13.1.3.1.9. Summaries of (a) each Regional Planning Party's reliability studies related to development of Approved Expansion Plans and (b) the ICT's reliability assessment.

13.1.3.1.10. Such other data and information as is needed for each Regional Planning Party to plan its own system accurately and reliably and to assess the impact of conditions existing on the system of the other Regional Planning Party.

13.1.3.2. The information identified in Section 13.1.3.1 shall be provided as follows:

13.1.3.2.1. Load flow data initially will be exchanged in PSS/E format. To the extent practical, short-circuit data initially will be exchanged in PSS/E format.

13.1.3.2.2. To the extent practical, the maintenance and exchange of power system modeling data will be implemented through databases.

13.1.3.2.3. When feasible, transmission maps and breaker diagrams will be provided in an electronic format agreed upon by the Regional Planning Parties.

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13.1.3.2.4. Formats for the exchange of other data will be agreed upon by the Regional Planning Parties from time to time.

13.1.4. Assessing Simultaneous Feasibility of System Plans and Use of Consistent Assumptions and Data

13.1.4.1. The Regional Planning Parties will perform such analyses as necessary to ensure that all system plans shared in accordance with this Section 13.1 are simultaneously feasible and otherwise use consistent assumptions and data.

13.1.4.2. Such analyses shall identify (1) when the Regional Planning Parties' Approved Expansion Plans are not simultaneously feasible and (2) when the use of data or assumptions used in the development of such system plans is inconsistent.

13.1.4.3. To the extent that the Regional Planning Parties determine that their Approved Expansion Plans are not simultaneously feasible or the use of data or assumptions used in the development of such system plans is inconsistent, the Regional Planning Parties shall notify the JPC, which shall then attempt to identify solutions that will ensure that the Regional Planning Parties' plans are simultaneously feasible and that the data or assumptions used in the development of such system plans is consistent. Each Regional Planning Party will work with its applicable stakeholder working group or groups to attempt to identify solutions that will ensure that the Regional Planning Parties' plans are simultaneously feasible.

13.1.4.4. Recovery of Costs: As between the Regional Planning Parties, each Regional Planning Party shall be responsible for its own costs associated with performing analyses under this Section 13.1.4.

13.1.5. Regional Studies

13.1.5.1. Overview

13.1.5.1.1. The Regional Planning Parties shall engage annually in a regional, joint transmission planning process in order to address requests for Regional Studies ("Regional Planning Process").

- 13.1.5.1.2. The JPC will be responsible for providing the technical support and personnel required for the Regional Planning Process.
- 13.1.5.1.3. The JPC shall, based upon the requested studies and considering stakeholder input, lead the development of study assumptions, perform additional model development, and perform any other coordination efforts with Regional Participants, other interested parties, and impacted external planning processes necessary to perform a Regional Study consistent with this Section 13.1.5. The JPC also shall, as necessary to perform a Regional Study: (a) perform analyses, (b) develop solution options, (c) evaluate stakeholder-suggested solution options, and (d) develop reports. After a Regional Study is completed, the JPC shall distribute applicable reports, subject to any applicable confidentiality provisions, to all stakeholders.

13.1.5.2. Performing Regional Studies

- 13.1.5.2.1. The Regional Planning Process shall include performing up to a total of five Step 1 and Step 2 Regional Studies annually.
- 13.1.5.2.2. A Step 1 evaluation consists of a high level screening of the requested study and will be performed within a single year's planning cycle to identify transfer constraints and likely transmission enhancements to resolve the identified constraints. A Step 1 evaluation will provide approximate costs and timelines associated with transmission enhancements identified in the evaluation.
- 13.1.5.2.3. Stakeholders will have the option to request a Step 2 evaluation to be performed during the subsequent year's Regional Planning Process cycle. In the event stakeholders request a Step 2 evaluation, the JPC will develop detailed cost estimates and timelines associated with the identified transmission enhancements.

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### 13.1.5.3. Requesting Regional Studies

- 13.1.5.3.1. Any interested party may request a Regional Study under the applicable Regional Planning Party's transmission tariff, through the LTTIWG, or through the TWG.
- 13.1.5.3.2. The Regional Participants may consider clustering similar Regional Study requests. In this regard, if two or more of the Regional Study requests are similar in nature and the Regional Participants conclude that clustering of such requests and studies is appropriate, the applicable studies will be clustered for purposes of the transmission evaluation.

### 13.1.5.4. Regional Stakeholder Meetings

- 13.1.5.4.1. During each cycle of the Regional Planning Process, which cycle is bi-annual in duration, the JPC will conduct three Regional Stakeholder Meetings. The information to be discussed at such meetings will be made available in draft form for stakeholder review prior to any such meeting by posting on the SPP and Entergy websites. The JPC will use reasonable efforts to make such information available at least 10 calendar days prior to the particular meeting.
- 13.1.5.4.2. At the first Regional Stakeholder Meeting:
  - 13.1.5.4.2.1. all requests for Regional Studies will be presented;
  - 13.1.5.4.2.2. stakeholders will select up to five Regional Studies that will be evaluated within the planning cycle; and
  - 13.1.5.4.2.3. stakeholders will be provided an opportunity to provide comments regarding the assumptions to be used in the applicable study.

- 13.1.5.4.3. After the JPC performs initial analyses of the Regional Studies, it will conduct the second Regional Stakeholder Meeting. At this meeting:
  - 13.1.5.4.3.1. the results of the initial analyses will be reviewed; and
  - 13.1.5.4.3.2. stakeholders will be provided an opportunity to provide comments regarding the initial analyses.
- 13.1.5.4.4. After the JPC finalizes its analyses and drafts Regional Study reports, the JPC will conduct the third Regional Stakeholder Meeting. At this meeting:
  - 13.1.5.4.4.1. the Regional Study reports will be presented to stakeholders; and
  - 13.1.5.4.4.2. stakeholders will be provided an opportunity to provide comments regarding the draft reports.
- 13.1.5.4.5. After the JPC finalizes its reports, such reports are to be provided to all stakeholders.
- 13.1.5.5. Construction of System Enhancements Identified in Regional Studies
  - 13.1.5.5.1. To the extent regional optimization opportunities or regional economic upgrades are identified in a Regional Study, each Regional Planning Party shall have the option of revising its construction plan.
  - 13.1.5.5.2. Entergy shall revise its Construction Plan only as provided in Section 13.5 of this Attachment K.
  - 13.1.5.5.3. SPP shall not proceed with a regional economic upgrade unless the upgrade is covered under the SPP's transmission tariff or an interested party enters into a binding sponsor arrangement to fund the portion of costs allocated to the SPP system associated with such economic upgrade, or cost

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recovery otherwise is provided for under SPP's transmission tariff. SPP shall not have any obligation to proceed with a regional economic upgrade if it does not obtain all regulatory approvals deemed necessary by SPP to proceed with the applicable project.

- 13.1.5.6. Regional Studies shall not affect the study queues for transmission or interconnection services.
- 13.1.5.7. Recovery of Regional Study Costs
  - 13.1.5.7.1. As between the Regional Planning Parties, each Regional Planning Party shall be responsible for its own costs associated with performing Regional Studies.
  - 13.1.5.7.2. Each Regional Planning Party may recover its costs associated with performing Regional Studies in accordance with that Regional Planning Party's transmission tariff.
  - 13.1.5.7.3. A stakeholder requesting a Regional Study may be required to enter into agreement(s) with Regional Planning Party(ies) obligating the customer to pay for the Regional Planning Party's(ies') actual costs of the study.
- 13.1.5.8. Cost Allocation and Construction of Upgrades Identified in the Regional Planning Process
  - 13.1.5.8.1. The costs of facilities identified in a Regional Study are to be allocated to the Entergy Transmission System to the extent that Entergy constructs such facilities. Such costs are to be further allocated in accordance with Section 15 of this Attachment K.
  - 13.1.5.8.2. The costs of facilities identified in a Regional Study are to be allocated to the SPP transmission system to the extent that SPP constructs such facilities. Such costs are to be further allocated in accordance with the SPP transmission tariff.

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13.1.5.9. Stakeholder Participation

- 13.1.5.9.1. The Regional Planning Process is open to any interested party.
- 13.1.5.9.2. Participants in the Regional Planning Process (“Regional Participants”) shall:
  - 13.1.5.9.2.1. adhere to the Commission’s Standards of Conduct requirements in all discussions of the Regional Planning Process;
  - 13.1.5.9.2.2. propose and select the Regional Studies to be evaluated;
  - 13.1.5.9.2.3. provide comments on the scope elements of Regional Studies, including study assumptions, criteria, and methodology; case development and technical analyses; problem identification, assessment, and development of solutions (including proposing alternative solutions for evaluation); comparison and selection of the preferred solution options; and Regional Study reports; and
  - 13.1.5.9.2.4. provide comments and recommendations to the JPC on the Regional Planning Process.
- 13.1.5.9.3. The Regional Participants may organize themselves however they deem appropriate for purposes of participating in the Regional Planning Process.
- 13.1.5.9.4. Regional Participants shall have access to data necessary to facilitate their participation in the Regional Planning Process.
- 13.1.5.9.5. A Regional Participant may request that the JPC provide data and information that would facilitate

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its ability to replicate Regional Studies while ensuring that CEII and other Confidential Information is protected.

13.1.5.9.6. The process for obtaining CEII data and information used in the Regional Planning Process, when such data or information is not competitively sensitive or otherwise confidential, is as follows:

- 13.1.5.9.6.1. CEII data used in the Regional Planning Process shall be made available from the Transmission Provider in accordance with this Section 13.1.5.9.6. CEII data used in the Regional Planning Process shall be made available from another Regional Planning Party in accordance with provisions established by that party.
- 13.1.5.9.6.2. Upon a Regional Planning Party's receipt of a request for CEII data of another Regional Planning Party, the Regional Planning Party receiving the request shall promptly notify the other Regional Planning Party of the request.
- 13.1.5.9.6.3. A Regional Participant may be certified to obtain CEII data used in the Regional Planning Process by following the confidentiality procedures posted on the Transmission Provider's website (*e.g.*, making a formal request for CEII, authorizing background checks, executing the CEII Confidentiality Agreement).
- 13.1.5.9.6.4. The Transmission Provider reserves the discretionary right to waive the certification process, in whole or in part, for anyone that the Transmission Provider deems

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appropriate to receive CEII data. The Transmission Provider also reserves the discretionary right to reject a request for CEII data; upon such rejection, the requestor may pursue the dispute resolution procedures set forth below.

13.1.5.9.7. The process for obtaining confidential data and information used in the Regional Process that is not CEII is as follows:

13.1.5.9.7.1. the Regional Participant must execute a Confidentiality Agreement in a form to be posted on the Regional Planning Parties' websites;

13.1.5.9.7.2. Resource-specific data shall not be made available by a Regional Planning Party if the data has been designated confidential by the data provider or if the data can be used to (a) determine security constrained unit commitment or economic dispatch of resources or (b) perform an economic evaluation of costs and benefits.

13.1.5.9.8. The requirements of Sections 13.1.5.9.6 and 13.1.5.9.7 shall apply to information that is competitively sensitive/otherwise confidential and also CEII.

#### 13.1.6. Confidential Information and CEII

13.1.6.1. Except as may be required by subpoena or other compulsory process, the JPC, the ICT, and the Regional Planning Parties shall not disclose Confidential Information to any person or entity without prior written consent of the party that supplied the Confidential Information. Any data subject to this Section 13.1.6 will be redacted prior to and is not subject to public review or posting. The handling of any commercially sensitive economic

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data also will conform to rules and practices set forth by the SPP Economic Modeling and Methods Task Force and Entergy.

- 13.1.6.2. In addition, each Regional Planning Party shall ensure that its employees, its agents, its subcontractors and its subcontractors' employees, and agents to whom Confidential Information is given or exposed, agree to be bound by the terms and conditions contained herein. Each Regional Planning Party shall be liable for any breach of this Section 13.1.6.2 by its employees, its agents, its subcontractors, and its subcontractors' employees and agents.
- 13.1.6.3. This obligation of confidentiality shall not extend to data and information that, at no fault of a recipient Regional Planning Party, is or was: (a) in the public domain or generally available or known to the public; (b) disclosed to a recipient by a non-Regional Planning Party who had a legal right to do so; (c) independently developed by a Regional Planning Party or known to such Regional Planning Party prior to its disclosure hereunder; and (d) which is required to be disclosed by subpoena, law, or other directive of an Interested Government Agency.
- 13.1.6.4. Except as may be required by subpoena or other compulsory process, information designated as CEII shall be made available to a party only after such party complies with Section 13.1.5.9.6.
- 13.1.6.5. Upon receipt of a subpoena or other compulsory process for the disclosure of Confidential Information or CEII, the Regional Planning Party receiving such subpoena or other compulsory process shall promptly notify the Regional Planning Party that supplied the applicable data, shall furnish all reasonable assistance requested by the supplying Regional Planning Party to prevent disclosure, and shall not release the data until the supplying Regional Planning Party provides written consent or until the supplying Regional Planning Party's legal options are exhausted. Upon request from an Interested Government Agency for Confidential Information or CEII, such consent may not be unreasonably withheld if the Interested Government Agency agrees to maintain confidentiality with a protective order or other procedure(s) of the agency for protecting Confidential Information or CEII.
- 13.1.6.6. Each Regional Planning Party shall protect Confidential Information and CEII from disclosure, dissemination, or

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publication. Regardless of whether a Regional Planning Party is subject to the jurisdiction of the Commission under the Federal Power Act, and regardless of whether a Regional Planning Party is an RTO, each Regional Planning Party agrees to restrict access to all Confidential Information and CEII to only those persons authorized to view such information: (a) by the Commission's Standards of Conduct, 18 C.F.R. Part 358 or, if more restrictive, (b) by such Regional Planning Party's board resolutions, tariff provisions, or other internal policies governing access to, and the sharing of, energy market or transmission system information.

- 13.1.6.7. All Confidential Information and CEII provided by the supplying Regional Planning Party shall be returned by the receiving Regional Planning Parties to the supplying Regional Planning Party promptly upon request. Upon termination or expiration of this Section 13.1, a Regional Planning Party shall use reasonable efforts to destroy, erase, delete, or return to the supplying Regional Planning Party any and all written or electronic Confidential Information and CEII. In no event after termination of this Section 13.1.6 or a request from the supplying party for the return of Confidential Information shall a receiving Regional Planning Party retain copies of any Confidential Information or CEII provided by a supplying Regional Planning Party.
- 13.1.6.8. Each Regional Planning Party acknowledges that remedies at law are inadequate to protect against breach of the covenants and agreements in this Section 13.1.6, and hereby in advance agrees, without prejudice to any rights to judicial relief that it may otherwise have, to the granting of equitable relief, including injunction, in the supplying Regional Planning Party's favor without proof of actual damages. In addition to the equitable relief referred to in this Section, a supplying Regional Planning Party shall only be entitled to recover from a receiving Regional Planning Party any and all gains wrongfully acquired, directly or indirectly, from a receiving Regional Planning Party's unauthorized disclosure of Confidential Information or CEII.

#### 13.1.7. Dispute Resolution Procedures

- 13.1.7.1. Any procedural or substantive dispute between a stakeholder and a Regional Planning Party that arises under Section 13.1 of this Attachment K will be addressed by the Regional Planning Party's dispute resolution procedures in its transmission tariff. If the dispute involves both Regional Planning Parties, the Regional

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Planning Parties and the affected stakeholders will use reasonable efforts to consolidate the resolution of the dispute.

- 13.1.7.2. A dispute between stakeholders that does not involve a Regional Planning Party (other than a Regional Planning Party's ownership and/or control of the underlying facilities), is to be resolved using the Commission's alternative means of dispute resolution or other means agreed to by the stakeholders.
- 13.1.7.3. The Regional Planning Parties shall attempt in good faith to achieve consensus among the Regional Planning Parties with respect to all matters arising under Section 13.1 of this Attachment K and to use reasonable efforts through good faith discussion and negotiation to avoid and resolve disputes that could delay or impede a Regional Planning Party from receiving the benefits of Section 13.1 of this Attachment K. The dispute resolution procedures under this Section 13.1.7 apply to any dispute between the Regional Planning Parties that arises from a Regional Planning Party's performance of, or failure to perform, Section 13.1 of this Attachment K and which the Regional Planning Parties are unable to resolve prior to invocation of these procedures.
  - 13.1.7.3.1. In the event a dispute arises, a Regional Planning Party must initially give notice of the dispute to the JPC. Within fifteen (15) days of such notice, the JPC shall meet and the Regional Planning Parties will attempt to resolve the dispute by reasonable efforts through good faith discussion and negotiation. In addition to a Regional Planning Party's JPC representative, a Regional Planning Party shall also be permitted to bring no more than two (2) additional individuals to JPC meetings held in attempts to resolve the dispute as subject matter experts; however, all such participants must be employees of the Regional Planning Party they represent or of the ICT. In addition, each Regional Planning Party may bring no more than two (2) attorneys.
  - 13.1.7.3.2. In the event a dispute arises and the JPC has been unsuccessful in resolving the dispute, a Regional Planning Party may give notice of the dispute to the other Regional Planning Party. Within fifteen

(15) days of such notice, the matter shall be referred to a designated senior representative of each Regional Planning Party for resolution on an informal basis.

- 13.1.7.3.3. In the event the designated representatives are unable to resolve the claim or dispute within thirty (30) calendar days of the notice of dispute, such claim or dispute may, upon mutual agreement of the parties, be submitted to mediation under terms and conditions agreed to by the Regional Planning Parties.
- 13.1.7.3.4. In the event the Regional Planning Parties do not reach agreement through mediation conducted in accordance with Section 13.1.7.3.3, or do not agree to submit such claim or dispute to mediation, such claim or dispute may, upon mutual agreement of the Regional Planning Parties, be submitted to arbitration in accordance with terms agreed to by the Regional Planning Parties.
- 13.1.7.3.5. Except to the extent the parties mutually agree to arbitration in accordance with Section 13.1.7.3.4, the foregoing is without prejudice to a Regional Planning Party requesting at any time that the Commission resolve any dispute that is within the jurisdiction of the Commission, including, but not limited to, by submitting a complaint pursuant to Section 206 of the Federal Power Act.
- 13.1.7.3.6. Notwithstanding the foregoing, in the event of disputes involving Confidential Information, infringement or ownership of intellectual property or rights pertaining thereto, or any dispute where a Regional Planning Party seeks temporary or preliminary injunctive relief to avoid alleged immediate and irreparable harm, the procedures stated in this Section 13.1.7 shall apply, but shall not preclude a Regional Planning Party from seeking such temporary or preliminary injunctive relief. If a Regional Planning Party seeks such judicial relief but fails to obtain it, the Regional Planning Party seeking such relief shall pay the

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reasonable attorneys' fees and costs of the other Regional Planning Party or Regional Planning Parties incurred with respect to opposing such relief.

- 13.1.8. The failure of a Regional Planning Party to insist, on any occasion, upon strict performance of any provision of this Section 13.1 will not be considered a waiver of any right held by such Regional Planning Party. Any waiver on any specific occasion by either Regional Planning Party shall not be deemed a continuing waiver of such right, nor shall it be deemed a waiver of any other right under this Section 13.1.

13.2. Inter-Regional Planning

- 13.2.1. Entergy and the ICT shall participate in the Southeast Inter-Regional Participation Process. The Southeast Inter-Regional Participation Process is to be performed consistent with Appendix 7 to this Attachment K.

- 13.2.2. The models developed in the regional model development process, as reviewed during the Southeast Inter-Regional Participation Process, shall be used in the Southeast Inter-Regional Participation Process.

- 13.2.3. The Southeast Inter-Regional Participation Process is to be performed annually.

- 13.2.3.1. The Inter-Regional Participating Transmission Owners are to perform up to a total of five Step 1 and Step 2 Inter-Regional Studies annually.

- 13.2.3.2. A Step 1 evaluation consists of a high level screen of the requested study and will be performed within a single year's planning cycle to identify transfer constraints and likely transmission enhancements to resolve the identified constraints associated with a requested study. A Step 1 evaluation also is to provide approximate costs and timelines associated with transmission enhancements identified in the evaluation.

- 13.2.3.3. Stakeholders are to have the option to request a Step 2 evaluation to be performed during the subsequent year's Inter-Regional Participation Process cycle. In the event stakeholders request a Step 2 evaluation, the Inter-Regional Participating Transmission Owners are to develop detailed cost estimates and timelines associated with the final transmission enhancements. The Step 2 evaluation is to provide for coordination with stakeholders and

among the impacted Inter-Regional Participating Transmission Owners.

13.2.3.4. The Southeast Inter-Regional Participation Process Stakeholder Group (“SIRPPSG”) should consider clustering similar Inter-Regional Study requests. In this regard, if two or more of the Inter-Regional Study requests are similar in nature and the Inter-Regional Participating Transmission Owners conclude that clustering of such requests and studies is appropriate, the Inter-Regional Participating Transmission Owners may, following communications with the SIRPPSG, cluster those studies for purposes of the transmission evaluation.

13.2.4. A Transmission Customer may request an Inter-Regional Study as part of the ICT stakeholder process, the Regional Planning Process, or the Southeast Inter-Regional Participation Process. The Inter-Regional Studies requested through each Inter-Regional Participating Transmission Owner’s open-access transmission tariff, and the Inter-Regional Studies requested directly through the Southeast Inter-Regional Participation Process, will be consolidated and evaluated as part of the Southeast Inter-Regional Participation Process.

13.2.5. The Transmission Provider and the ICT shall provide transmission planning personnel to serve on the Southeast Inter-Regional Participation Process study coordination team.

13.2.5.1. The Southeast Inter-Regional Participation Process study coordination team is to lead the development of study assumptions, perform additional model development, and perform any other coordination efforts with stakeholders and impacted external planning processes.

13.2.5.2. The study coordination team also is to be responsible for performing analyses, developing solution options, evaluating stakeholder suggested solution options, and developing reports.

13.2.5.3. After an Inter-Regional Study is completed, the study coordination team is to distribute applicable reports, subject to any applicable confidentiality provisions, to all Inter-Regional Participating Transmission Owners and stakeholders.

13.2.6. During each cycle of the Southeast Inter-Regional Participation Process, the Inter-Regional Participating Transmission Owners are to conduct three inter-regional stakeholder meetings. The information to be discussed at such meetings is to be made available in final draft form for stakeholder review prior to any such meeting by posting on the Southeast Inter-Regional

Participation Process website and/or by e-mail to SIRPPSG members. The Participating Transmission Owners are to use reasonable efforts to make such information available at least 10 calendar days prior to the particular meeting.

13.2.6.1. At the “1st Inter-Regional Stakeholder Meeting:”

- 13.2.6.1.1. all requests for Inter-Regional Studies are to be evaluated;
- 13.2.6.1.2. stakeholders are to select up to five studies that will be evaluated within the planning cycle; and
- 13.2.6.1.3. the study coordination team is to coordinate with stakeholders regarding study assumptions. Stakeholders are to be provided an opportunity to provide comments regarding the assumptions to be used in the applicable study.

13.2.6.2. After the study coordination team performs initial analyses of the Inter-Regional Studies, the Inter-Regional Participating Transmission Owners are to conduct the “2nd Inter-Regional Stakeholder Meeting.” At this meeting:

- 13.2.6.2.1. the study coordination team is to review the results of the initial analyses; and
- 13.2.6.2.2. stakeholders are to be provided an opportunity to provide comments regarding the initial analyses.

13.2.6.3. After the study coordination team finalizes its analyses and drafts Inter-Regional Study reports, the Inter-Regional Participating Transmission Owners are to conduct the “3rd Inter-Regional Stakeholder Meeting.” At this meeting:

- 13.2.6.3.1. the Inter-Regional Study reports are to be presented to stakeholders;
- 13.2.6.3.2. stakeholders are to be provided an opportunity to provide comments regarding the draft reports.

13.2.6.4. After the study coordination team finalizes its reports, such reports are to be provided to all Inter-Regional Participating Transmission Owners and stakeholders.

### 13.2.7. Stakeholder Participation

- 13.2.7.1. The purpose of the SIRPPSG is to facilitate stakeholder participation in the Southeast Inter-Regional Participation Process.
- 13.2.7.2. The SIRPPSG is not to have the right to amend the purpose, responsibilities, membership, or data and information release provisions of this Section 13.2.
- 13.2.7.3. SIRPPSG membership is open to any interested party.
- 13.2.7.4. The SIRPPSG and participants in the SIRPPSG are to:
  - 13.2.7.4.1. adhere to the intent of the Commission's Standards of Conduct requirements in all discussions of the Southeast Inter-Regional Participation Process;
  - 13.2.7.4.2. develop the SIRPPSG annual work plan and activity schedule;
  - 13.2.7.4.3. propose and select the Inter-Regional Studies to be evaluated;
  - 13.2.7.4.4. provide comments on the scope elements of Inter-Regional Studies, including study assumptions, criteria, and methodology; case development and technical analyses; problem identification, assessment, and development of solutions (including proposing alternative solutions for evaluation); comparison and selection of the preferred solution options; and Inter-Regional Study reports; and
  - 13.2.7.4.5. provide comments and recommendations to the Inter-Regional Participating Transmission Owners on the Southeast Inter-Regional Participation Process.

### 13.2.8. Access to Data

- 13.2.8.1. SIRPPSG members are to be permitted to request data and information that would facilitate their ability to replicate Inter-Regional Studies while ensuring that CEII and other confidential data is protected.

- 13.2.8.2. The process for obtaining CEII data and information used in the SIRPP, when such data or information is not competitively sensitive or otherwise confidential, is to be as follows:
  - 13.2.8.2.1. SIRPPSG members may be certified to obtain CEII data used in the SIRPP by following the confidentiality procedures posted on the SIRPP website (*e.g.*, making a formal request for CEII, authorizing background checks, executing the SIRPP CEII Confidentiality Agreement).
  - 13.2.8.2.2. The Inter-Regional Participating Transmission Owners reserve the discretionary right to waive the certification process, in whole or in part, for anyone that the Inter-Regional Participating Transmission Owners deem appropriate to receive CEII. The Inter-Regional Participating Transmission Owners also reserve the discretionary right to reject a request for CEII; upon such rejection, the requestor may pursue the SIRPP dispute resolution procedures set forth below.
- 13.2.8.3. The process for obtaining confidential data and information used in the SIRPP that is not CEII is to be as follows:
  - 13.2.8.3.1 The Inter-Regional Participating Transmission Owners will make reasonable efforts to preserve the confidentiality of Confidential Information that is confidential but not CEII in accordance with the provisions of the Tariff and the requirements of (and/or agreements with) NERC and/or SERC, as well as any agreements with the other Inter-Regional Participating Transmission Owners and any other contractual or legal confidentiality requirements.
  - 13.2.8.3.2 Without limiting the applicability of the foregoing, to the extent confidential non-CEII information is provided in the Southeast Inter-Regional Participation Process and is needed to participate in the Southeast Inter-Regional Participation Process and/or to replicate Inter-Regional Studies, it will be made available to those SIRPPSG members who have executed the SIRPP Non-CEII Confidentiality Agreement, which is posted on the SIRPP website.

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13.2.8.4. The requirements of Sections 13.2.8.2 and 13.2.8.3 apply to information that is both competitively sensitive/otherwise confidential and CEII.

13.2.9. Inter-Regional Studies shall not affect the queues for transmission or interconnection services.

13.2.10. Inter-Regional Cost Allocation.

13.2.10.1 The costs of facilities constructed as a result of the SIRPP are to be allocated to all of the transmission owners in an SIRPP Regional Planning Process to the extent transmission owners in that regional process construct such facilities, provided that absent an agreement for cost allocation among such transmission owners, the costs are to be allocated to the individual transmission owners that construct such facilities.

13.2.10.2 The costs allocated in accordance with Section 13.2.10.1 are to be further allocated in accordance with the cost allocation principles of the SIRPP Regional Planning Process and/or the individual transmission owner, as applicable.

13.2.10.3 The cost allocation principles for each SIRPP Regional Planning Process are to be posted on the SIRPP website.

13.2.11. Dispute Resolution

13.2.11.1. Any procedural or substantive dispute between a stakeholder and a Participating Transmission Owner that arises from the SIRPP will be addressed by the Participating Transmission Owner's dispute resolution procedures in its respective Regional Planning Process. If dispute resolution proceedings commenced in multiple Regional Planning Processes involve a single dispute among multiple Participating Transmission Owners, the affected Participating Transmission Owners, in consultation with the affected stakeholders, are to use reasonable efforts to consolidate the resolution of the dispute.

13.2.11.2. A dispute between stakeholders that does not involve a Participating Transmission Owner (other than a Participating Transmission Owner's ownership and/or control of the underlying facilities), is to be resolved using the Commission's alternative means of dispute resolution or other means agreed to by the stakeholders.



- 13.2.11.3. Nothing herein shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act.
- 13.3. The ICT and the Transmission Provider shall participate in the regional model development process for the SERC region.
- 13.4. The ICT shall participate on the Regional Planning Stakeholder Group of the Southeastern Region (or its successor) to coordinate the Construction Plan developed for the Entergy System.
- 13.5. To the extent regional or inter-regional optimization opportunities or regional or inter-regional economic upgrades are identified, the Transmission Provider and the other individual transmission owners shall have the option of revising their construction plans.
- 13.5.1. The Transmission Provider shall not proceed with a regional optimization opportunity or regional economic upgrade unless a Customer under the Tariff, Entergy's Energy Management Organization, or another interested party enters into binding arrangements to fund such upgrade. A party may fund such upgrades based on its own economic analysis of the value of the upgrade. Neither the ICT nor the Transmission Provider guarantees that any such upgrade will provide economic benefits to the funding customer or any other party.
- 13.5.2. If the Transmission Provider determines that it will proceed with a regional optimization opportunity or regional economic upgrade, the Transmission Provider shall enter into negotiations with other affected transmission owners for a binding agreement governing the allocation of construction costs and responsibility for the coordinated set of upgrades. The Transmission Provider shall not have any obligation to proceed with a regional optimization opportunity or a regional economic upgrade if a satisfactory agreement cannot be negotiated with other affected transmission owners.
- 13.5.3. The Transmission Provider shall not have any obligation to proceed with a regional optimization opportunity or a regional economic upgrade if it does not obtain all regulatory approvals deemed necessary by the Transmission Provider to proceed with the applicable project.
- 13.6. Based on the outcome of the regional and inter-regional optimization of the Transmission Provider's Construction Plan and the construction plans of adjoining transmission owners, the ICT may revise its Base Plan.
- 13.7. If the Construction Plan or the Base Plan is revised in accordance with Sections 13.5 or 13.6 of this Attachment K, such amended plan(s) shall be posted on the

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Transmission Provider's OASIS. In addition, using the appropriate stakeholder e-mail exploder list, the ICT shall notify stakeholders of the posting of the Construction Plan or Base Plan. The ICT shall conduct one or more meetings with stakeholders to obtain comments and input regarding the modifications.

14. Economic Planning Studies

- 14.1. The ICT will identify potential economic upgrades on the Transmission System, including upgrades to existing facilities as well as construction of new facilities.
- 14.2. Economic upgrades may include (i) accelerating Base Plan Upgrades that, if accelerated, would relieve one or more economic constraints; (ii) modifying Base Plan Upgrades that, as modified, would relieve one or more economic constraints; and (iii) planning and constructing facilities that are not Base Plan Upgrades.
- 14.3. The ICT will identify such upgrades based on screening criteria, which may include considerations such as frequent transmission loading relief events, frequently constrained flowgates in the Available Flowgate Capability process or the Weekly Procurement Process (WPP), flowgates with high congestion costs as identified in the WPP process, and commonly invoked must-run operating guides.
  - 14.3.1. The ICT, in conjunction with the Transmission Provider, will perform a preliminary analysis of the cost of upgrading each facility identified by the ICT, and will post this information on OASIS, subject to the confidentiality and CEII provisions of this Attachment K.
  - 14.3.2. The ICT will provide information about the potential benefits of the upgrades. This information will include the ICT's estimate of the increase in MW that could flow over the facility as a result of upgrading each identified facility. The ICT, at its discretion, may also: (i) provide an approximation of the reduction in congestion on the facility, based on projected changes in actual flows that would result from the upgrade of the facility; (ii) provide an approximation of the potential savings from the upgrade, using a re-simulation of historic WPP results; and (iii) identify the potential beneficiaries of the upgrade. The ICT will post this information on OASIS, subject to the confidentiality and CEII provisions of this Attachment K.
- 14.4. The ICT will provide stakeholders an opportunity to provide input, including written comments, regarding the screening criteria and process to be utilized in accordance with Section 14.3. The ICT shall make all written comments publicly available to all interested parties by posting them on the Transmission Provider's OASIS or the ICT website, as appropriate.
- 14.5. In addition to studies conducted pursuant to Section 14.1, a Transmission Customer, an Interconnection Customer, or a potential customer (including the Transmission

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Provider's wholesale merchant function) may request the ICT to conduct one or more economic upgrade studies evaluating specific, potential upgrades or other specific investments that could reduce transmission congestion or integrate new resources and loads on an aggregated or regional basis. Such party may request a study (i) of the Transmission Provider's Transmission System (Entergy System Study), (ii) across the interconnected systems of the Transmission Provider and one or more Regional Planning Parties (Regional Study), or (iii) across the interconnected systems of the Transmission Provider and one or more Inter-Regional Participating Transmission Owners (Inter-Regional Study). Further, the requesting party may ask the ICT to perform only a Facilities Study (as described in the Transmission Service and Interconnection Service Protocols appended to Attachment S) to determine the cost of the upgrade, or it may ask for an additional assessment as outlined in Section 14.3.2 above, in addition to a cost analysis.

14.5.1. The ICT, in consultation with the Transmission Provider and stakeholders, shall develop the procedures and timelines for parties to request economic upgrade studies under Section 14.5 and post such procedures and timelines on OASIS.

14.5.2. Requests for economic upgrade studies will be processed in a separate queue from transmission and interconnection service requests. Specific requests for transmission and interconnection services will be processed in accordance with the Tariff.

14.5.2.1. While the ICT is not required to study specific requests for an economic upgrade in a cluster, the ICT will do so upon the request of a party requesting an economic upgrade study ("Economic Study Party") when such a request can be reasonably accommodated and all affected Economic Study Parties agree to be studied in the cluster. Under such circumstances, clustering is implemented on the basis of queue position and the nature and compatibility of the request. Economic Study Parties submitting requests that meet the requirements of this paragraph are considered members of the "Economic Upgrade Queue Cluster."

14.5.2.2. In the event that a request for a cluster study involves a Regional Planning Party, Inter-Regional Participating Transmission Owner, or other regional group of stakeholders, the ICT will coordinate the cluster request with such parties. Where an Economic Upgrade Queue Cluster involves multiple Economic Study Parties, each individual Economic Study Party must accept the study results of an Economic Upgrade Queue Cluster as it relates to all requests studied and cannot request that a particular request be studied individually compared to the rest of the Economic Upgrade Queue Cluster without submitting a new request for a study. Once a study

agreement for an Economic Upgrade Queue Cluster study is signed by all members of the Economic Upgrade Queue Cluster, a Customer can opt out of an Economic Upgrade Queue Cluster, request an individual study for the same request, or request inclusion of the same study request in a new Economic Upgrade Queue Cluster, only after the Economic Upgrade Queue Cluster study is completed. The costs of the Economic Upgrade Queue Cluster study will be allocated *pro rata* among the original parties in the Economic Upgrade Queue Cluster.

14.5.3. The ICT will, prior to a calendar year, identify up to a total of five economic studies (other than Inter-Regional Studies) that are the highest priority studies.

14.5.3.1. The ICT shall seek input from the Transmission Provider and stakeholders before identifying the highest priority studies.

14.5.3.2. The costs of the highest priority studies shall be included in the Transmission Provider's transmission cost of service, and shall not be directly assigned to the customer(s) requesting the studies. The actual costs to the Transmission Provider and the ICT for each other study performed pursuant to a request submitted in accordance with Section 14.5 shall be allocated to the party(ies) requesting such study.

14.5.4. A party that requests an economic study in accordance with Section 14.5 must supply all relevant data reasonably within the party's possession to enable the Transmission Provider and the ICT to calculate the level of congestion costs that are relevant to such study and that are occurring or are expected to occur. To the extent the Transmission Provider's merchant function or regulated operations possesses information necessary to conduct the study, it shall provide such information.

14.5.4.1. Information provided in accordance with this Section 14.5.6 shall be treated in accordance with the confidentiality and CEII provisions of this Attachment K

14.5.4.2. Disputes regarding access to information under this Section 14.5.6 shall be resolved in accordance with this Attachment K.

14.5.5. A request for a Regional Study or an Inter-Regional Study shall be performed in accordance with Section 13 of this Attachment K.

14.5.6. In response to a request for an Entergy System Study:

- 14.5.6.1. The ICT, in conjunction with the Transmission Provider, shall perform a preliminary analysis of the cost of upgrading each facility identified in the study request, and will post this information on OASIS, subject to the confidentiality and CEII provisions of this Attachment K.
- 14.5.6.2. The ICT will, as applicable, provide information about the potential benefits of the upgrades. This information will include the ICT's estimate of the increase in MW that could flow over the facility as a result of upgrading each identified facility. The ICT, at its discretion, may also: (i) provide an approximation of the reduction in congestion on the facility, based on projected changes in actual flows that would result from the upgrade of the facility; (ii) provide an approximation of the potential savings from the upgrade, using a re-simulation of historic WPP results; and (iii) identify the potential beneficiaries of the upgrade. The ICT will post this information on OASIS, subject to the confidentiality and CEII provisions of this Attachment K.
- 14.5.6.3. The screening criteria used to perform customer-requested economic studies shall be the same screening criteria used in accordance with Section 14.3.
- 14.6. A party wishing to proceed with upgrades must submit a request for transmission service under the Tariff or request optional upgrades under an existing Interconnection and Operating Agreement or a Large Generator Interconnection Agreement.
  - 14.6.1. Customers may fund economic upgrades based on their own economic analysis of the value of the upgrade. The ICT may not require the Transmission Provider to construct an upgrade unless the customer has agreed to fund the upgrade. Neither the ICT nor the Transmission Provider guarantees that any such upgrade will provide economic benefits to the funding customer or any other party.
  - 14.6.2. To the extent a requesting customer funds an economic upgrade in order to permit a change in the dispatch of an existing Network Resource, the Transmission Provider and the ICT shall reflect the modified dispatch in the Base Case Models for the Transmission System and in the Transmission Provider's operating guides, as applicable.
- 14.7. The ICT shall report periodically to Interested Government Agencies (but at least annually) regarding all planning activities related to economic upgrades. The ICT also shall post on the Transmission Provider's OASIS information relating to (i) each request for an economic planning study and (ii) responses to such requests. Such

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posting shall be subject to the confidentiality and CEII requirements of this Attachment K.

15. Cost Allocation

- 15.1. The costs of upgrades to the Transmission System, and the costs of upgrades incurred as part of the Regional Planning Process or the SIRPP that are allocated to the Transmission System, shall be allocated to Customers in accordance with Attachment T of the Tariff.
- 15.2. The rights of parties that pay for Supplemental Upgrades on an incremental basis shall be allocated in accordance with Attachment T of the Tariff.

16. Recovery of Planning Costs

- 16.1. The ICT shall provide the standard Customer Study Request Agreement to the customer requesting one of the following types of studies: Entergy System Study, Regional Study, or Inter-Regional Study. This Agreement shall be executed by the ICT and the customer.
- 16.2. Except as otherwise provided herein, the agreement shall obligate the customer to pay for the actual costs of the study, including any costs incurred by the ICT or Transmission Provider associated with performing their respective functions.

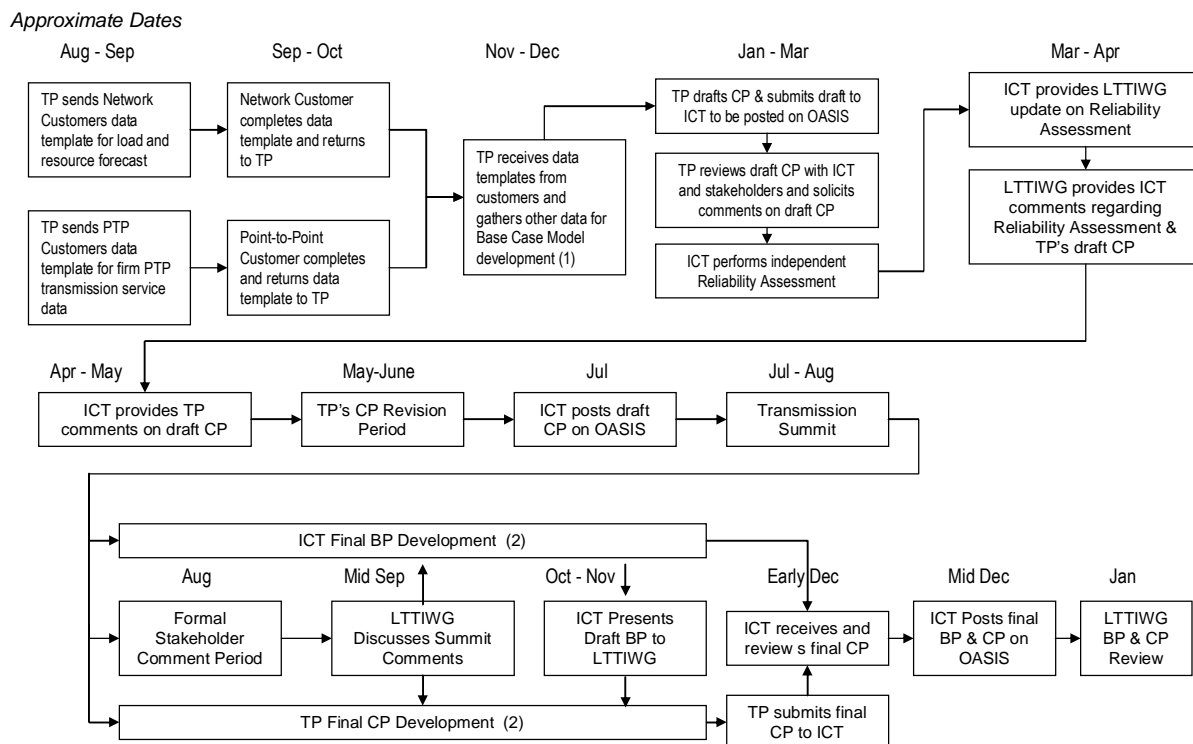
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*Appendix 1 to Attachment K*

**BASE PLAN AND CONSTRUCTION PLAN  
 DEVELOPMENT PROCESS TIMELINE**



Abbreviations

TP: Transmission Provider

CP: Construction Plan

ICT: Independent Coordinator of

Transmission

BP: Base Plan

LTTIWG: Long-Term Transmission Issues

Working Group

(1) The ICT shall post quarterly updates of Base Case Models on OASIS. Stakeholders shall be provided an opportunity to comment on such updated Base Case Models.

(2) BP and CP development to also consider output from Regional and Inter-Regional Study Processes.

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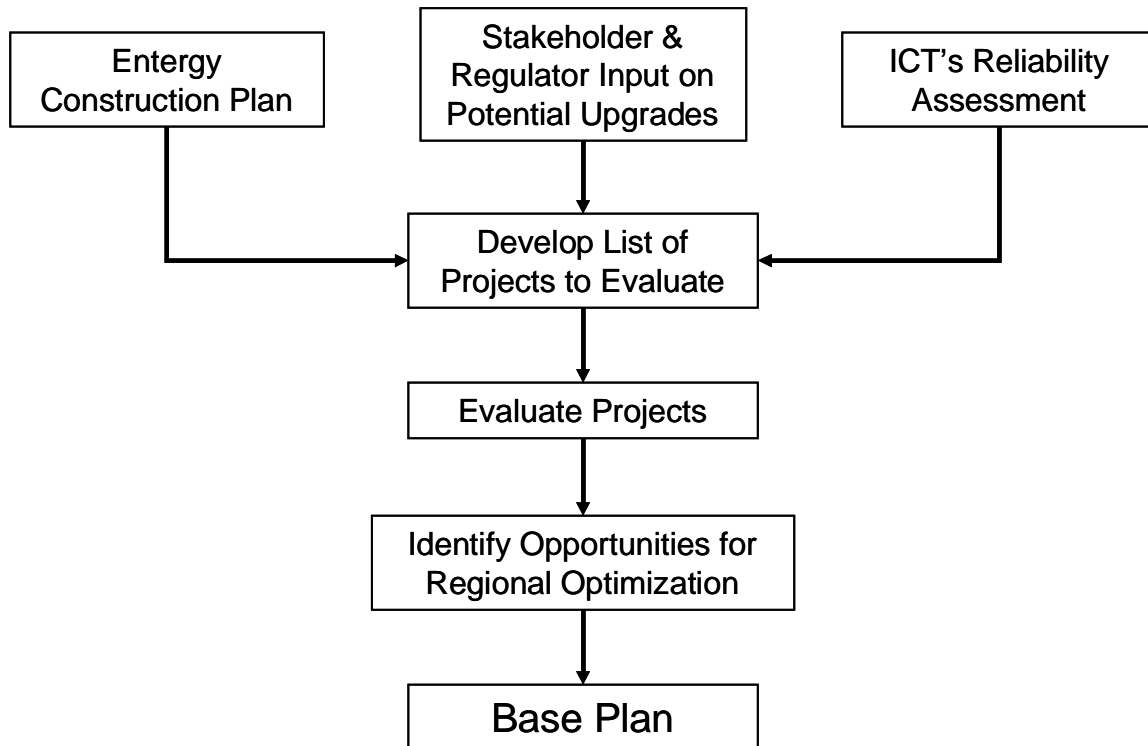
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*Appendix 2 to Attachment K*

**BASE PLAN DEVELOPMENT FLOW CHART**



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*Appendix 3 to Attachment K*

**CONFIDENTIALITY AGREEMENT**

Southwest Power Pool, Inc., as Independent Coordinator of Transmission (ICT) for the Transmission Provider, plans to make available certain Critical Energy Infrastructure Information (CEII) to your company (Recipient) related to planning models and data developed in accordance with Attachment K of the Transmission Provider's Tariff. Prior to receiving this information, the ICT requires that Recipient execute this Confidentiality Agreement (Agreement).

For the purposes of this Agreement only, "employees" include third parties retained for (i) professional advice (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) or (ii) temporary administrative, clerical or programming support. "Need to know" means that the employee requires the CEII in order to perform his or her responsibilities in connection with Recipient transacting business with the ICT or the Transmission Provider.

By executing this Agreement, Recipient is affirming that all information designated as CEII under Attachment K will be maintained in the strictest confidence and will not be disclosed to any person or entity other than its officers, directors, and employees who have a need to know, who have been advised of the confidentiality of the material, and who have agreed to be bound by the terms of this Agreement. Recipient shall take necessary precautions to prevent disclosure of the CEII to the public or any third party. Recipient agrees that the CEII will not be copied or furnished to other parties. Recipient will safeguard the CEII with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information.

CEII will be deemed the property of the ICT, the Transmission Provider, or the party providing the CEII to the ICT or the Transmission Provider (Disclosing Party). Recipient will, within ten days of a written request by the ICT, the Transmission Provider, or the Disclosing Party, (i) return all CEII to the ICT, the Transmission Provider, or the Disclosing Party or (ii) if so directed, destroy all such CEII. Recipient will also, within ten days of a written request by the ICT, the Transmission Provider, or the Disclosing Party, certify in writing that it has satisfied the obligations of such a request.

The parties agree that an impending or existing violation of any provision of this Agreement would cause the ICT, the Transmission Provider, and the Disclosing Party irreparable injury for which there would be no adequate remedy at law, and that the ICT, the Transmission Provider, and the Disclosing Party will be entitled to seek immediate injunctive relief prohibiting such violation without the posting of bond or other security, in addition to any other rights and remedies available.

No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No manufacturing or software license under any patents or copyrights of any party is granted by this Agreement or by any disclosure of CEII. No warranties of any kind are given for the CEII disclosed under this Agreement.

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This Agreement may not be assigned by Recipient without the prior written consent of the ICT, and Transmission Provider, and the Disclosing Party(ies). Any assignment in violation of this provision will be void. This Agreement will be binding upon the parties and their respective successors and assigns.

If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties intent in agreeing to this original provision. The remaining provisions of this Agreement will continue in full force and affect.

Recipient warrants that it has the authority to enter into this Agreement.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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*Appendix 4 to Attachment K*

**SAMPLE LOAD AND RESOURCE FORECAST DATA TEMPLATE**

Sheet 1: Contact Information

<b>Reporting Party (Company Name):</b>	
<b>Reported by:</b>	
<b>Title:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>E-Mail:</b>	

Sheet 2: Demand – System

**Historical and Projected Peak Demand**

Note: Information to be provided in this workbook will be requested in the Fall of the reporting year. Thus, "Year 1" refers to the following calendar year.

All Time Peak Demand	MW	Date
Summer		
Winter		

OPTIONAL  
 REQUIRED  
 REQUIRED

		MONTHLY Current Year Actual & Forecast											
Demand (MW)		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Internal Demand												
	Standby Demand												
	Total Internal Demand	0	0	0	0	0	0	0	0	0	0	0	0
	Direct Control Load Management												
	Interruptible Demand												
	Net Internal Demand	0	0	0	0	0	0	0	0	0	0	0	0

	MONTHLY											
	Next Year Forecast											
Demand (MW)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Internal Demand												
Standby Demand												
Total Internal Demand	0	0	0	0	0	0	0	0	0	0	0	0
Direct Control Load Management												
Interruptible Demand												
Net Internal Demand	0	0	0	0	0	0	0	0	0	0	0	0

		ANNUAL Forecast (Summer)									
Demand (MW)		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	Internal Demand										
	Standby Demand										
	Total Internal Demand	0	0	0	0	0	0	0	0	0	
	Direct Control Load Management										
	Interruptible Demand										

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### Summer Peak Forecast (Coincident)

[illegible]

### Winter Peak Forecast (Coincident)

[illegible]**Projected Capacity**

Reporting Year:		Forecast (Summer)										Forecast (Winter)							
Net Capacity (MW)	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 1/2	Yr 2/3	Yr 3/4	Yr 4/5	Yr 5/6	Yr 6/7	Yr 7/8	Yr 8/9	
Existing firm resources <u>within</u> Entergy CA																			
Firm long-term transactions from resources <u>outside</u> Entergy CA (with assumed rollover rights)																			
<b>Total Firm Resources</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Existing non-firm resources <u>within</u> Entergy CA																			
Committed planned resources																			
<b>Total Non-Firm Resources</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Available Resources</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

**VALIDATION CHECK:**  
**SUM OF CAPACITY >= DEMAND?**  
 (Y/N) YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES  
**Projected seasonal peak load should be less than or equal to "Total Available Resources".**

Effective: December 7, 2007

Filed to comply with order of the Federal Energy Regulatory Commission, Docket Nos. OA08-59-003 and OA08-59-004, issued June 18, 2009, 127 FERC ¶ 61,272 (2009).

[illegible][illegible][illegible]

Filed to comply with order of the Federal Energy Regulatory Commission, Docket Nos. OA08-59-003 and OA08-59-004, issued June 18, 2009, 127 FERC ¶ 61,272 (2009).

Sheet 9: Additional Information

Please insert any additional information here that would be helpful in understanding the data provided.

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*Appendix 5 to Attachment K*

**SAMPLE FIRM POINT-TO-POINT TRANSACTIONS TEMPLATE**

Sheet 1: Contact Information

<b>Reporting Party (Company Name):</b>	
<b>Reported by:</b>	
<b>Title:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>E-Mail:</b>	

Sheet 2: Firm Transactions

**Firm Transactions**

OASIS #	Customer Making Request	Point of Receipt	Point of Delivery	Source	Sink	MW Requested	MW Granted	Service	Begin	End	Status	Seller Comments	Renewal Deadline	Renewal Comments

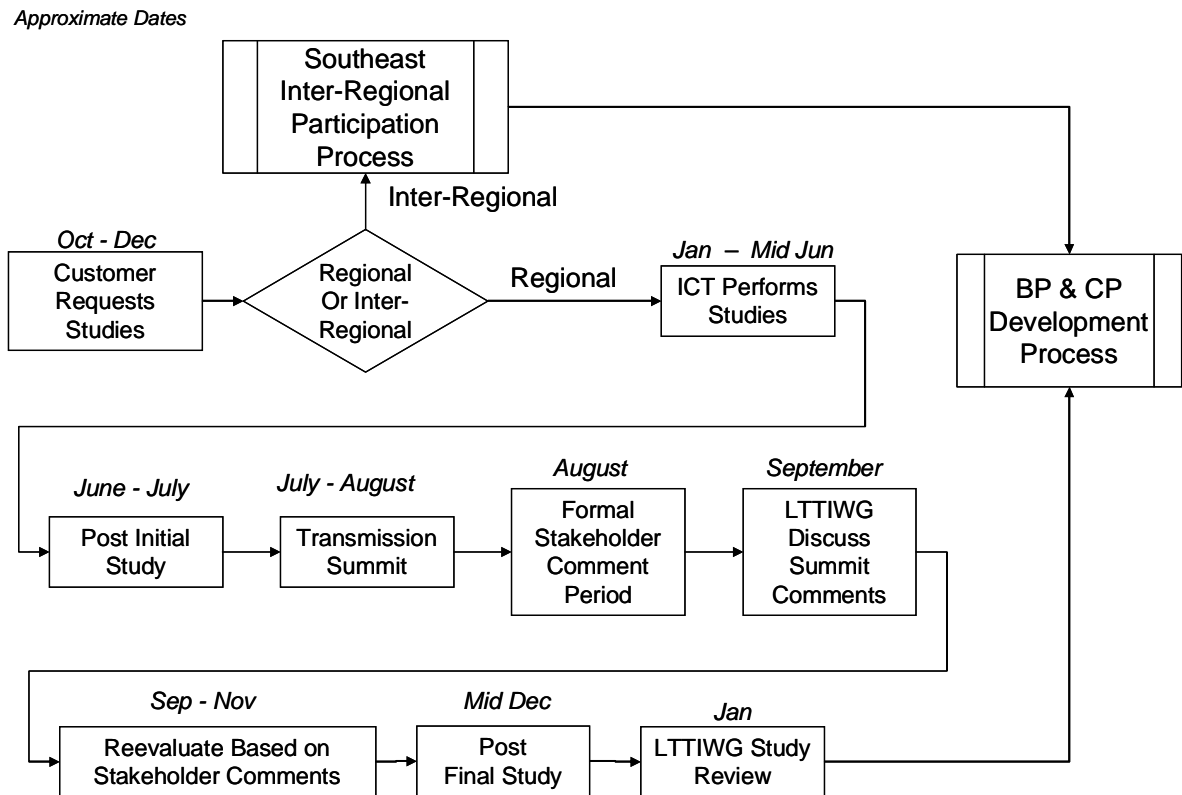
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*Appendix 6 to Attachment K*

**REGIONAL PLANNING STUDY PROCESS**



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 Vice President, Transmission

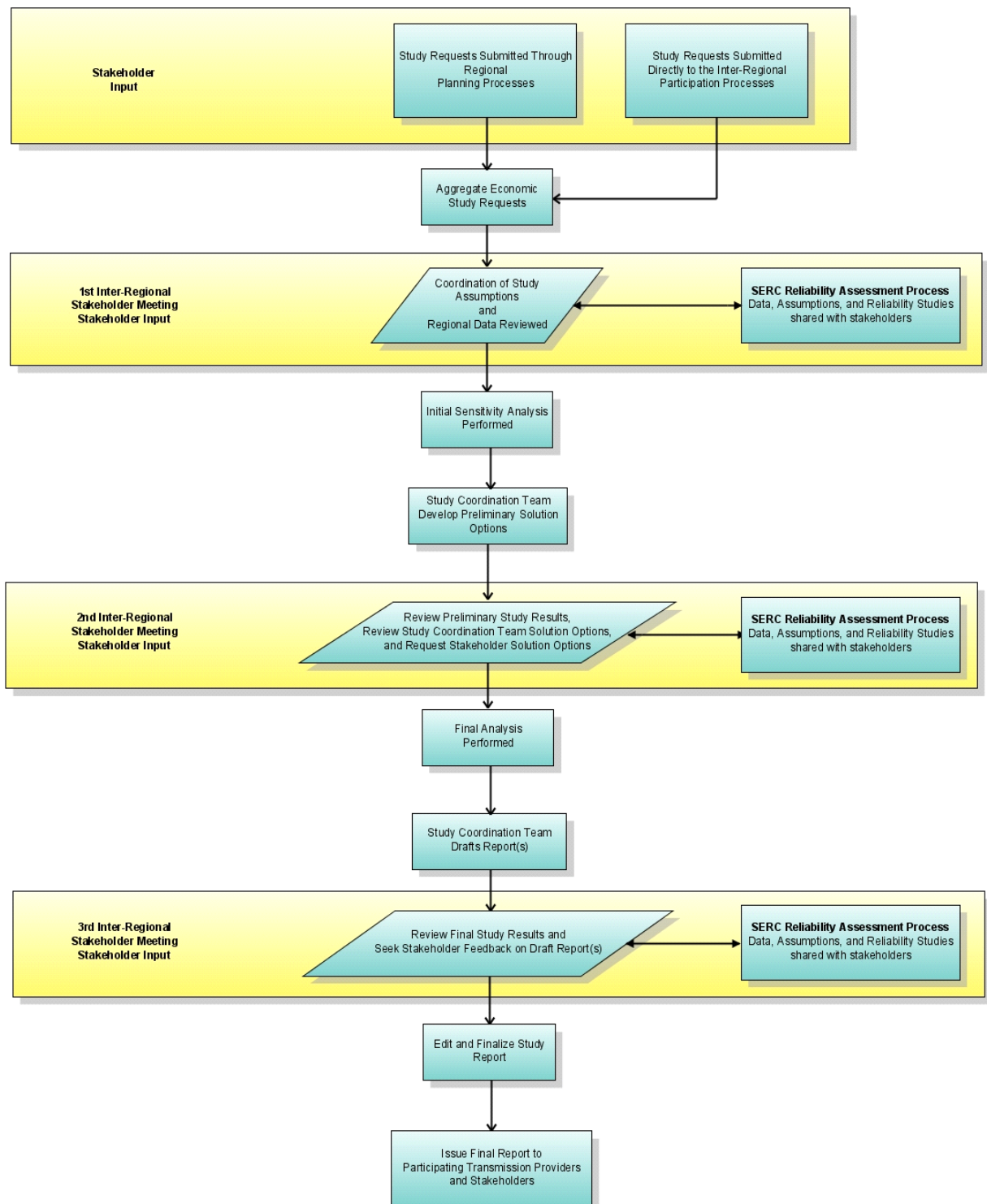
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*Appendix 7 to Attachment K*

**SOUTHEAST INTER-REGIONAL PARTICIPATION PROCESS**



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*Appendix 8 to Attachment K*

CONFIDENTIALITY AGREEMENT

**[Insert Party Name]** (“Provider”) plans to make available certain Critical Energy Infrastructure Information (“CEII”) to your company (“Recipient”) related to planning models and data developed in accordance with the Regional Planning Process under **[insert]** open access transmission tariff (“Tariff”). Prior to receiving this information, Provider requires that Recipient execute this Confidentiality Agreement (“Confidentiality Agreement”).

For the purposes of this Confidentiality Agreement only, “employees” include third parties retained for (i) professional advice (including, without limitation, attorneys, accountants, consultants, bankers, and financial advisors) or (ii) temporary administrative, clerical, or programming support. “Need to know” means that the employee requires the CEII in order to perform his or her responsibilities in connection with Recipient transacting business with the Provider.

By executing this Confidentiality Agreement, Recipient is affirming that all information designated as CEII under the Tariff will be maintained in the strictest confidence and will not be disclosed to any person or entity other than its officers, directors, and employees who have a need to know, who have been advised of the confidentiality of the material, and who have agreed to be bound by the terms of this Confidentiality Agreement. Recipient shall take necessary precautions to prevent disclosure of the CEII to the public or any third party. Recipient agrees that the CEII will not be copied or furnished to other parties. Recipient will safeguard the CEII with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information.

CEII will be deemed the property of the Provider or the party providing the CEII to the Provider (“Disclosing Party”). Recipient will, within ten days of a written request by the Provider or the Disclosing Party, (a) return all CEII to the Provider or the Disclosing Party or (b) if so directed, destroy all such CEII. Recipient will also, within ten days of a written request by the Provider or the Disclosing Party, certify in writing that it has satisfied the obligations of such a request.

The parties agree that an impending or existing violation of any provision of this Confidentiality Agreement would cause the Provider and the Disclosing Party irreparable injury for which there would be no adequate remedy at law, and that the Provider and the Disclosing Party will be entitled to seek immediate injunctive relief prohibiting such violation without the posting of bond or other security, in addition to any other rights and remedies available.

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Confidentiality Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Confidentiality Agreement. No manufacturing or software license under any patents or copyrights of any party is granted by this Confidentiality Agreement or by any disclosure of CEII. No warranties of any kind are given for the CEII disclosed under this Confidentiality Agreement.

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Vice President, Transmission

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This Confidentiality Agreement may not be assigned by Recipient without the prior written consent of the Transmission Provider and the Disclosing Party(ies). Any assignment in violation of this provision will be void. This Confidentiality Agreement will be binding upon the parties and their respective successors and assigns.

If any provision of this Confidentiality Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Confidentiality Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties intent in agreeing to this original provision. The remaining provisions of this Confidentiality Agreement will continue in full force and affect.

Recipient warrants that it has the authority to enter into this Confidentiality Agreement.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**ATTACHMENT K**  
**(REDLINED SHEETS)**

## ATTACHMENT K

### Transmission Planning Process

#### 1. General

##### 1.1. This Attachment K describes:

- 1.1.1. the processes and standards that the Transmission Provider uses to develop its Construction Plan and the Independent Coordinator of Transmission (ICT) uses to develop the Base Case Model and the Base Plan for the Entergy Transmission System. These plans and models will address (i) transmission services provided pursuant to service agreements under the Tariff, (ii) the Transmission Provider's use of the Transmission System to serve its Native Load Customers; and (iii) any other obligations of the Transmission Provider to provide wholesale transmission services. The planning process under this Attachment K shall treat similarly-situated customers comparably;
- 1.1.2. the division of responsibilities and duties between the Transmission Provider and the ICT in the planning processes hereunder; and
- 1.1.3. processes for stakeholder, Interested Government Agency, and other interested party input into the Base Plan, the Construction Plan, and the Base Case Model, including the points within the transmission planning process whereby stakeholders may provide input into the process.

- 1.2. The ICT shall perform the functions enumerated herein in an independent manner and, in all cases, shall use its independent judgment to ensure that transmission planning is conducted on a non-discriminatory basis. The Transmission Provider shall perform its functions in a manner consistent with (i) Good Utility Practice, (ii) its obligations to Native Load Customers and its obligations to Transmission and Interconnection Customers under FERC Order Nos. 888, 890, and 2003, and (iii) its regulatory and contractual obligations, if any, to other parties related to the planning and expansion of the Transmission System.

#### 2. Definitions The following definitions apply to this Attachment K. Capitalized terms that are not specifically defined below shall have the meaning assigned to them under the Tariff.

- 2.1. Approved Expansion Plan means (a) in the case of Entergy, the Construction Plan and (b) in the case of another Regional Planning Party, the plan that includes the transmission projects that party has committed to construct.

- ~~2.1.2.~~ Base Case Model means a power flow model representing the Transmission System that is used for reliability assessments, transmission service request studies, and economic studies. When referenced in this document, "Base Case Model" refers to

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both annual and seasonal power flow models used in the transmission planning process described herein.

~~2.2.2.3.~~ Base Plan means the plan developed pursuant to Section 7 herein.

~~2.3.2.4.~~ Base Plan Upgrades is as defined in Attachment T of the Tariff.

~~2.4.2.5.~~ Critical Energy Infrastructure Information or CEII shall mean specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that: (1) relates details about the production, generation, transmission, or distribution of energy; (2) could be useful to a person planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act; and (4) gives strategic information beyond the location of the critical infrastructure.

~~2.5.2.6.~~ Confidential Information means, for purposes of this Attachment K, information or data that is proprietary, commercially valuable or competitively sensitive, or is a trade secret, and has been designated as confidential by the supplying party, provided that such information is not available from public sources or is not otherwise subject to disclosure under any tariff or agreement administered by the Transmission Provider. Confidential Information includes, but is not limited to, (i) customer-specific information regarding: load forecasts, billing determinants, scheduling and reservation data, power purchases, and contracts; (ii) generator-specific information regarding: unit commitment and dispatch levels, generator cost data, heat rates, outage and maintenance schedules, operating restrictions, ramp rates, and automatic generation control capability and ranges; and (iii) system information regarding: avoided costs and system incremental costs.

~~2.6.2.7.~~ Construction Plan means the plan developed pursuant to Section 6 herein.

~~2.7.2.8.~~ Interested Government Agencies means the Federal Energy Regulatory Commission, the Council of the City of New Orleans, La., the Mississippi Public Service Commission, the Louisiana Public Service Commission, the Public Utility Commission of Texas, and the Arkansas Public Service Commission.

~~2.8.2.9.~~ Inter-Regional Participating Transmission Owners means transmission owners participating in the Southeast Inter-Regional Participation Process.

~~2.9.2.10.~~ Inter-Regional Study is as defined in Section 14.5 of this Attachment K.

~~2.10.2.11.~~ Joint Planning Committee or JPC is as defined in Section 13.1.2.1 of this Attachment K.

~~2.11.2.12.~~ LTTIWG means the Long-Term Transmission Issues Working Group, a stakeholder working group formed as part of the ICT stakeholder process to address,

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among other things, the Transmission Provider's long-term transmission expansion planning process, or a successor stakeholder group thereto.

~~2.12.~~2.13. Planning Criteria means the criteria, standards, and procedures used in developing the Construction Plan and ICT Base Plan as set forth in the following: (i) applicable NERC Reliability Standards and SERC supplements to those standards; (ii) the Transmission Provider's local reliability criteria that are provided to the ICT for posting on OASIS; and (iii) the Transmission Provider's business practices that are related to compliance with all of the above criteria and that are provided to the ICT for posting on OASIS.

~~2.13.~~2.14. Regional Participant is a participant in the LTTIWG or the TWG.

~~2.14.~~2.15. Regional Planning Parties ~~is as defined~~ are the Transmission Provider, SPP, and any other transmission owners that participate in Section 13.1.1 of this Attachment K the Regional Planning Process pursuant to coordination agreements with the Transmission Provider.

~~2.15.~~2.16. Regional Planning Process is the planning process conducted in accordance with Section 13.1 of this Attachment K.

~~2.17.~~ Regional Stakeholder Meeting is a joint meeting between the LTTIWG and the TWG.

~~2.16.~~2.18. Regional Study is an economic transmission planning study or reliability transmission study conducted in accordance with Section 13.1.5 of this Attachment K.

~~2.17.~~2.19. Southeast Inter-Regional Participation Process is the process for conducting stakeholder requested Inter-Regional Studies, as addressed in Section 13.2 of this Attachment K.

~~2.18.~~2.20. Southeast Inter-Regional Participation Process Stakeholder Group is the forum through which stakeholders will participate in the Southeast Inter-Regional Participation Process.

~~2.19.~~2.21. SPP is the Southwest Power Pool Regional Transmission Organization.

~~2.20.~~ Stakeholder Meeting is a joint meeting between the LTTIWG and the TWG.

~~2.21.~~2.22. Supplemental Upgrades is as defined in Attachment T of the Tariff.

~~2.22.~~2.23. Transmission Planning Summit is as defined in Section 9.1.3 of this Attachment K.

~~2.23.2.24.~~ TWG is SPP's Transmission Working Group, or a successor stakeholder group thereto.

3. Criteria for Transmission Planning

3.1. Applicability

- 3.1.1. The Transmission Provider and the ICT shall conduct transmission planning on a non-discriminatory basis in accordance with the Planning Criteria.
- 3.1.2. Advanced technologies and demand-side resources will be treated comparably, where appropriate in the transmission planning process, to transmission and generation solutions. Transmission plans developed under this Attachment K will be technology neutral, balancing costs, benefits, and risks associated with the use of transmission, generation, and demand-side resources to meet the needs of transmission customers and the Transmission Provider.

3.2. ICT Review of the Planning Criteria

- 3.2.1. The Transmission Provider shall supply the ICT with the current Planning Criteria including: (i) applicable NERC Reliability Standards and SERC supplements to those standards; (ii) the Transmission Provider's local reliability criteria; and (iii) the Transmission Provider's business practices related to compliance with all of the above criteria.
- 3.2.2. The ICT will independently review the Transmission Provider's Planning Criteria to ensure that these criteria are sufficiently defined for interested parties to understand how transmission planning is conducted. If the ICT concludes that additional detail is required, the Transmission Provider will modify the appropriate business practice documents to include the additional detail. Information shall be provided in sufficient detail to enable interested parties to replicate the Construction Plan, the ICT's reliability assessment, and the Base Plan.

3.3. Modifications

- 3.3.1. All modification to the Planning Criteria will be made in accordance with Sections 9 and 10 of this Attachment K.
- 3.3.2. The Transmission Provider will not modify the Planning Criteria without providing prior notice to the ICT. The draft modified Planning Criteria shall be posted on OASIS.

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- 3.3.3. Following posting of the draft modified Planning Criteria on OASIS, the ICT shall conduct one or more stakeholder meetings to provide stakeholders with additional information on the modifications to the Planning Criteria and allow input regarding such modifications. The modified Planning Criteria shall not be made effective until at least one such stakeholder meeting has been conducted. The ICT also may independently propose that the Transmission Provider modify the Planning Criteria by raising such a proposal directly with the Transmission Provider or in a report to Interested Government Agencies.
    - 3.3.4. Modifications to the Transmission Provider's local reliability criteria will be applied to a Base Plan previously completed if and only if: (i) the ICT agrees with such retroactive application; and (ii) the modified criteria are more stringent than the criteria used in developing the previously completed Base Plan. However, nothing in this Section 3.3.4 modifies the ICT's responsibility to independently develop the Base Plan or limits the ICT's discretion in the development of the Base Plan as provided in Section 7.1 of this Attachment.
4. Overview of Planning Process The transmission planning process includes the following elements: (i) development of the Base Case Model; (ii) development of the Transmission Provider's Construction Plan and evaluation of that plan by the ICT; (iii) development of the Base Plan; (iv) the Transmission Planning Summit and receipt and consideration of other stakeholder input to the development of the ICT's reliability assessment, the Base Case Model, the Base Plan, Regional and Inter-Regional Studies, and the Construction Plan; (v) coordinated regional and inter-regional planning; and (vi) identification of economic upgrades.
5. Base Case Model Development
  - 5.1. The ICT shall create the Base Case Model for the Transmission System.
    - 5.1.1. The Base Case Model shall include all existing long-term, firm uses of the Transmission System, including: (i) Network Integration Transmission Service; (ii) firm transmission service for the Transmission Provider's Native Load; (iii) Long-Term Point-to-Point Transmission Service; and (iv) firm transmission service provided in accordance with grandfathered agreements.
    - 5.1.2. The Base Case Model will be developed in accordance with modeling procedures used to develop NERC multi-regional and SERC regional models.
  - 5.2. The Transmission Provider shall provide to the ICT such data inputs as may be necessary to facilitate the preparation of the Base Case Model by the ICT. The ICT shall review and validate the data inputs that are provided for use in the Base Case Model so as to ensure that the data inputs and resulting model are consistent with the Planning Criteria. The ICT will review the Base Case Model with the Transmission Provider and stakeholders.

- 5.3. The ICT will participate with the Transmission Provider in regional model development processes necessary to create regional seasonal and annual models. Quarterly, the ICT and Transmission Provider will update the seasonal and annual models to reflect changes on the Transmission Provider's system. Such models will serve as the annual and seasonal Base Case Models under this Attachment K.

6. Construction Plan Development

- 6.1. Using the most current validated regional models described in Section 5, each year the Transmission Provider shall develop the Construction Plan, which will contain (i) all transmission upgrade projects on the Transmission System that are necessary to satisfy the Planning Criteria and (ii) any economic upgrade projects identified by the Transmission Provider in accordance with this Attachment K for inclusion in the Construction Plan.
- 6.2. The Transmission Provider shall submit the draft Construction Plan to the ICT to be posted on OASIS. The Transmission Provider shall review the draft Construction Plan with the ICT and stakeholders. The ICT and stakeholders may provide the Transmission Provider with comments on the draft Construction Plan.
- 6.3. The ICT will perform an independent reliability assessment of the Transmission System using the Planning Criteria. As part of this assessment, the ICT will independently evaluate whether: (i) the Transmission Provider's Construction Plan complies with the Planning Criteria; and (ii) whether there are upgrade projects in the Construction Plan that are not necessary to meet the Planning Criteria. In addition to reviewing the Construction Plan, the ICT may also begin the process of identifying opportunities for regional optimization of the Construction Plan as provided in Section 13.
- 6.4. The ICT shall provide the Transmission Provider and stakeholders its conclusions regarding the reliability assessment and evaluation of the Construction Plan. If there are any outstanding issues that the ICT believes the Transmission Provider should address, those also shall be provided at that time. After the Transmission Provider reviews the ICT's conclusions, the Transmission Provider may submit a revised Construction Plan or notify the ICT that it will not revise the Construction Plan. The Transmission Provider will provide documentation to the ICT and stakeholders regarding any outstanding issues identified by the ICT but that are not addressed in a new Construction Plan.
- 6.5. The Construction Plan development process shall be performed consistent with the timeline included as Appendix 1 of this Attachment K. Further, the Construction Plan and reliability assessment shall be performed in accordance with Sections 9 and 10 of this Attachment K.

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7. Base Plan Development

- 7.1. Each year, the ICT shall independently develop the Base Plan for the Transmission System. The ICT shall develop the Base Plan consistent with the Planning Criteria, provided that the ICT shall have sole discretion as to the inclusion or exclusion of the Transmission Provider's business practices and local reliability criteria in the Base Plan. The Base Plan will identify all transmission upgrades and construction projects that the ICT believes are necessary to comply with the Planning Criteria. The ICT may rely on the Construction Plan, stakeholder and regulator input, and its own reliability assessment in developing the Base Plan or amending the Base Plan.
- 7.2. The Base Plan development process shall be performed consistent with the timeline included as Appendix 1, consistent with the steps described in Appendix 2 of this Attachment K, and in accordance with Sections 9 and 10 of this Attachment K.
- 7.3. The Base Plan will be the basis for the ICT's allocation of costs between Base Plan Upgrades and Supplemental Upgrades as those terms are used in Attachment T.

8. Construction of Upgrades

- 8.1. The ICT will identify any instances where the Base Plan and the Construction Plan diverge. The ICT and the Transmission Provider will inform the Interested Government Agencies of any such divergence. Based on regulatory feedback, the Transmission Provider may further revise the Construction Plan or the ICT may further revise the Base Plan.
- 8.2. To the extent the Construction Plan includes projects that are not included in the Base Plan, the Transmission Provider may build such projects, subject to applicable siting and permitting requirements.
- 8.3. To the extent the Base Plan includes projects that are not included in the Construction Plan, the Transmission Provider will have no obligation to proceed with such projects for purposes of reliability. To the extent such projects are determined by the Transmission Provider to be required to accommodate a request for transmission or interconnection service under the Tariff, the construction of such projects will be governed by the applicable Transmission Service Agreement or Large Generator Interconnection Agreement, and the pricing of such projects will be governed by Attachment T.

9. Coordination and Openness

9.1. Stakeholder Review and Input

9.1.1. Stakeholder Review and Input Regarding Planning Criteria, Data Gathering, and Study Processes

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9.1.1.1. Prior to posting the Planning Criteria or changes to the Planning Criteria, the ICT will provide stakeholders an opportunity to provide input regarding the Planning Criteria or changes thereto.

9.1.1.2. Prior to or during the development of the ICT's reliability assessment, the Base Case Models, the Base Plan, and Regional and Inter-Regional Studies, the ICT will provide stakeholders an opportunity to provide input, including written comments, regarding (a) data gathering and the study process associated with development of the ICT's reliability assessment, the Base Case Model, the Base Plan, and Regional and Inter-Regional Studies and (b) other inputs, assumptions, and methodologies relied upon in developing the ICT's reliability assessment, the Base Case Model, the Base Plan, and Regional and Inter-Regional Studies.

9.1.1.3. Prior to or during the development of the Construction Plan, the Transmission Provider will provide stakeholders an opportunity to provide input, including written comments, regarding (a) data gathering and the study process associated with development of the Construction Plan and (b) other inputs, assumptions, and methodologies relied upon in developing the Construction Plan.

9.1.1.4. The ICT shall make all written comments publicly available to all interested parties by posting them on the Transmission Provider's OASIS or the ICT website, as appropriate.

9.1.1.5. The ICT shall hold a stakeholder meeting to address the comments submitted by stakeholders in accordance with this Section 9.1.

~~9.1.1.5.~~<sup>9.1.1.6.</sup> Stakeholders will be provided an opportunity to submit comments in a manner that provides the Transmission Provider and the ICT sufficient time to consider such comments prior to completion of the Construction Plan and Base Plan.

9.1.2. Stakeholder Review and Input Regarding the Base Case Models, the Base Plan, Regional and Inter-Regional Studies, and the Construction Plan Outside of the Transmission Planning Summit

9.1.2.1. Through the LTTIWG, the ICT will provide an opportunity outside of the Transmission Planning Summit for stakeholders to provide input, including written comments, regarding the reliability assessment, the Base Case Models, the Base Plan, and Regional and Inter-Regional Studies.

9.1.2.2. Through the LTTIWG, the Transmission Provider will provide an opportunity outside of the Transmission Planning Summit for stakeholders to provide input, including written comments, regarding the Construction Plan.

9.1.2.3. Through the LTTIWG, stakeholders will be provided an opportunity to submit comments in a manner that provides the Transmission Provider and the ICT sufficient time to consider such comments prior to completion of the Construction Plan and Base Plan.

9.1.3. The Transmission Planning Summit

9.1.3.1. The ICT will lead the Transmission Planning Summit.

9.1.3.2. At the Transmission Planning Summit:

9.1.3.2.1. the ICT will review the ICT's independent reliability assessment and the Transmission Provider's Construction Plan with stakeholders and regulators;

9.1.3.2.2. the ICT will provide an opportunity for the Transmission Provider, stakeholders, Interested Government Agencies, and other interested parties to address the Base Case Model, the Planning Criteria, and underlying data and assumptions used in developing transmission plans and models;

9.1.3.2.3. the ICT will (i) solicit feedback on the transmission reliability projects and economic projects that have been identified, including regional and inter-regional projects; (ii) solicit alternatives to those projects; (iii) explain the planning process; and (iv) explain how and where to obtain information about the transmission system;

9.1.3.2.4. The ICT shall review any potential regional optimization or economic opportunities determined in accordance with Regional and Inter-Regional Studies.

9.1.3.3. The Transmission Planning Summit shall be held annually. At the conclusion of each Summit, the ICT shall determine whether one or more additional Summit sessions is warranted to comply with this Attachment K. The ICT shall solicit comments from the Transmission Provider and stakeholders on the desire for additional sessions.

9.1.3.4. Stakeholders, representatives of Interested Government Agencies, and other interested parties may submit comments and suggestions to the ICT, either before or after the Transmission Planning Summit. The ICT shall make those comments and suggestions publicly available to all interested parties by posting them on the Transmission Provider's OASIS or the ICT website, as appropriate.

9.1.3.5. Stakeholders may request additional information from the ICT or the Transmission Provider.

9.1.3.5.1. Additional information shall be provided to the extent consistent with this Attachment K.

9.1.3.5.2. Any additional information furnished at the request of a stakeholder shall be posted on the Transmission Provider's OASIS following the provision of the information to the requesting stakeholder.

9.1.3.5.3. Any dispute regarding a request for additional information under Section 9.1.3.5 shall be resolved in accordance with this Attachment K.

9.1.3.6. The Transmission Provider and the ICT will review stakeholder input received during, or resulting from, the Transmission Planning Summit. The Transmission Provider will provide the ICT recommendations regarding that input. If appropriate, this may include revisions to the Construction Plan.

9.1.4. The ICT shall provide reasonable notice of all meetings under this Section 9.1, including the Transmission Planning Summit, through a posting on OASIS and the ICT's website. Such notice shall specify the form in which the meeting will take place, the date and time of such meeting, and as applicable the location of such meeting. The form of a meeting may include, but is not limited to, in-person meetings, teleconferences, or webinars, provided that the Transmission Planning Summit shall be an in-person meeting.

9.1.5. All stakeholder meetings under this Attachment K shall be open to all interested parties, including interconnected generators, power marketers, load serving entities, wholesale customers, and Interested Government Agencies, and shall be subject to the confidentiality and CEII provisions of this Attachment K.

9.1.6. Sponsors of transmission solutions, generation solutions, and solutions utilizing demand resources will be provided equal opportunities to participate

throughout the transmission planning process that are equivalent to the opportunities provided to other stakeholders and interested parties.

9.2. Confidential Information and CEII

- 9.2.1. Except as may be required by subpoena or other compulsory process, the ICT and the Transmission Provider shall not disclose Confidential Information to any person or entity without prior written consent of the party that supplied the Confidential Information.
- 9.2.2. Except as may be required by subpoena or other compulsory process, information designated as CEII shall be made available to a party only after such party executes a Confidentiality Agreement in the form of Appendix 3 hereto.
- 9.2.3. Upon receipt of a subpoena or other compulsory process for the disclosure of Confidential Information or CEII, the ICT or Transmission Provider, as applicable, shall promptly notify the party that supplied the data and shall furnish all reasonable assistance requested by the supplying party to prevent disclosure, and shall not release the data until the supplying party provides written consent or until the supplying party's legal options are exhausted. Upon request from an Interested Government Agency for Confidential Information or CEII, such consent may not be unreasonably withheld if the Interested Government Agency agrees to maintain confidentiality with a protective order or other procedure(s) of the agency for protecting confidential information.
- 9.2.4. The confidentiality of Confidential Information and CEII provided to Interested Government Agencies shall be maintained with a protective order or other procedures of the agency for protecting Confidential Information.

10. Transparency

10.1. Planning Criteria

- 10.1.1. The ICT will be responsible for ensuring that the Planning Criteria are (i) posted on OASIS; and, (ii) sufficiently detailed so that the transmission planning process is transparent and understandable, subject to the confidentiality and CEII provisions of this Attachment K. Information shall be provided in sufficient detail to enable interested parties to replicate the Construction Plan, the ICT's reliability assessment, and the Base Plan.
- 10.1.2. The ICT will post on OASIS any draft modification to the Planning Criteria.

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10.1.3. Once the amendments to the Planning Criteria have been finalized by the Transmission Provider following ICT and stakeholder input, the ICT will post the final, new version of the Planning Criteria on OASIS.

10.1.4. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the posting of the Planning Criteria.

## 10.2. Base Case Model

10.2.1. The ICT shall post the Base Case Model, any changes to the Base Case Model, and the basic data and assumptions used in developing the Base Case Model, on the Transmission Provider's OASIS. To the extent practicable, such postings shall be made at least 30 days prior to any stakeholder meeting scheduled to address such Base Case Model.

10.2.2. The ICT shall post such additional information, including IDEV files, that will permit a stakeholder to develop the models used to develop the Construction Plan.

10.2.3. Such postings will be subject to the confidentiality and CEII provisions of this Attachment K.

10.2.4. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the postings under this Section 10.2.

## 10.3. Construction Plan

10.3.1. The ICT shall post a draft Construction Plan, and any changes to the draft Construction Plan, on the Transmission Provider's OASIS. The Transmission Provider also shall post on the Transmission Provider's OASIS the basic methodology, criteria, processes, data, and assumptions used in developing the Construction Plan. Such information shall be provided in sufficient detail to ~~facilitate~~enable interested parties' ~~ability~~ to replicate the Construction Plan. To the extent practicable, the ICT will post the Construction Plan on the Transmission Provider's OASIS at least 30 days prior to the stakeholder meeting scheduled to address such Construction Plan.

10.3.2. Once the Construction Plan has been finalized by the Transmission Provider following ICT and stakeholder input, the ICT will post the final Construction Plan on OASIS.

10.3.3. Such postings will be subject to the confidentiality and CEII provisions of this Attachment K.



10.3.4. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the postings under this Section 10.3.

#### 10.4. Reliability Assessment

10.4.1. The ICT shall post the ICT's draft reliability assessment, and any changes to the draft reliability assessment, on the Transmission Provider's OASIS. The ICT also shall post on the Transmission Provider's OASIS the basic methodology, criteria, processes, data, and assumptions used in developing the reliability assessment. Such information shall be provided in sufficient detail to ~~facilitate~~<sup>enable</sup> interested parties' ~~ability~~ to replicate the reliability assessment. To the extent practicable, the ICT will post the draft reliability assessment on the Transmission Provider's OASIS at least 30 days prior to the stakeholder meeting scheduled to address such reliability assessment.

10.4.2. Once the reliability assessment has been finalized by the ICT following Transmission Provider and stakeholder input, the ICT will post the final reliability assessment on OASIS.

10.4.3. Such postings will be subject to the confidentiality and CEII provisions of this Attachment K.

10.4.4. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the postings under this Section 10.4.

#### 10.5. Base Plan

10.5.1. The ICT shall post the draft Base Plan, and any changes to the draft Base Plan, on the Transmission Provider's OASIS. The ICT also shall post on the Transmission Provider's OASIS the basic methodology, criteria, processes, data, and assumptions used in developing the Base Plan. Such information shall be provided in sufficient detail to ~~facilitate~~<sup>enable</sup> interested parties' ~~ability~~ to replicate the Base Plan. To the extent practicable, the ICT will post the draft Base Plan on the Transmission Provider's OASIS at least 30 days prior to the stakeholder meeting scheduled to address such Base Plan.

10.5.2. Once the Base Plan has been finalized by the ICT following Transmission Provider and stakeholder input, the ICT will post the final Base Plan on OASIS.

10.5.3. The ICT shall post a document explaining any differences in the basic assumptions and criteria used in developing the Base Plan and Construction Plan.

10.5.4. Such postings will be subject to the confidentiality and CEII provisions of this Attachment K.

10.5.5. Using the appropriate stakeholder exploder list, the ICT shall notify stakeholders of the postings under this Section 10.5.

10.6. Other Information In addition to the foregoing, and subject to the confidentiality and CEII provisions of this Attachment K, the basic methodology, criteria, processes, data, and assumptions in other studies and planning processes performed under this Attachment K shall be made available to customers, other stakeholders, and independent third parties. Such information shall be provided in sufficient detail to ~~facilitate~~enable interested parties' ~~ability~~ to replicate the applicable study. Such information shall include, but shall not be limited to, modeling response files, documents detailing the Transmission Provider's proposed and approved transmission reliability projects, maps, and special notices.

## 11. Information Exchange

11.1. Network Customer Obligations The Transmission Provider shall provide Network Customers a data template for load and resource forecasts in the form of Appendix 4 to this Attachment K. Network Customers shall complete and return the template by the date requested by the Transmission Provider. Unless otherwise agreed by the ICT, this information will be requested during the fall of each year.

11.1.1. The ICT shall post on OASIS the load and resource forecast template developed by the Transmission Provider.

11.1.2. The Transmission Provider shall review with stakeholders the load and resource forecast template and provide an overview of how information is to be submitted.

11.1.3. Information provided by Network Customers via the load and resource forecast template shall be used by the Transmission Provider and the ICT in developing the Base Case Model as described in Section 5 of this Attachment K.

11.1.4. The ICT and Transmission Provider shall treat information provided by Network Customers in accordance with this Section 11.1 as Confidential Information under this Attachment K.

11.2. Point-to-Point Customer Obligations The Transmission Provider shall provide Point-to-Point Customers a data template for firm point-to-point transmission services in the form of Appendix 5 to this Attachment K. Point-to-Point Customers shall complete and return the template by the date requested by the Transmission Provider.

Unless otherwise agreed by the ICT, this information will be requested during the fall of each year.

- 11.2.1. The ICT shall post on OASIS the firm point-to-point transmission services template developed by the Transmission Provider.
  - 11.2.2. The Transmission Provider shall review with stakeholders the firm point-to-point transmission services template and provide an overview of how information should be submitted.
  - 11.2.3. Information provided by Point-to-Point Customers via the firm point-to-point transmission services template shall be used by the Transmission Provider and ICT in developing the Base Case Model as described in Section 5 of this Attachment K.
  - 11.2.4. The ICT and Transmission Provider shall treat information provided by Point-to-Point Customers in accordance with this Section 11.2 as Confidential Information under this Attachment K.
- 11.3. The Customer shall provide written notice to the ICT and the Transmission Provider of material changes in any information previously provided under this Section 11. Such notice shall be provided no later than 30 days from the date the Customer became aware of such material change.

## 12. Dispute Resolution

- 12.1. If a party believes that the requirements of this Attachment K are not being satisfied, such party shall provide the Transmission Provider and the ICT with written notice of the dispute or claim. The notice shall identify the nature of the dispute and provide a brief description of the respective positions of the parties.
- 12.2. The ICT shall ensure that a notice of any dispute or claim arising under this Attachment K is posted on the Transmission Provider's OASIS within five business days of the ICT's receipt of the challenging party's notice.
- 12.3. Within ten calendar days after receipt by the ICT and the Transmission Provider of a notice of any dispute or claim, the matter shall be referred to a designated senior representative of the disputing party, the ICT, and the Transmission Provider for resolution on an informal basis.
- 12.4. In the event the designated representatives are unable to resolve the claim or dispute within 30 calendar days of the ICT's and the Transmission Provider's receipt of the notice of dispute, such claim or dispute may, upon mutual agreement of the parties, be submitted to mediation under terms and conditions agreed to by the parties.

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- 12.5. In the event the parties do not reach agreement through mediation conducted in accordance with Section 12.4 of this Attachment K, or do not agree to submit such claim or dispute to mediation, such claim or dispute may, upon mutual agreement of the parties, be submitted to arbitration in accordance with Section 12 of the Tariff.
- 12.6. Except to the extent the parties mutually agree to arbitration in accordance with Section 12.5 of this Attachment K, the foregoing is without prejudice to any affected party requesting that the Commission resolve any dispute at any time that is within the jurisdiction of the Commission, including, but not limited to, by submitting a complaint pursuant to Section 206 of the Federal Power Act.
- 12.7. The ICT's position shall control pending resolution of any dispute under this Section 12.
- 12.8. Notwithstanding the foregoing, disputes between the Transmission Provider and the ICT shall be resolved in accordance with Attachment S of the Tariff.
13. Regional Coordination
- 13.1. Regional Planning
- 13.1.1. General Provisions Regarding Regional Planning
- 13.1.1.1. The ICT shall coordinate with SPP and its respective members-- which include the Transmission Provider's immediate neighboring transmission owners, Arkansas Electric Cooperative Corporation, Lafayette Utilities System, Oklahoma Gas & Electric Company, American Electric Power-West, East Texas Electric Cooperative, Southwestern Power Administration, Empire District Electric Company, City of Clarksdale, and Cleco Corporation--(the "~~Regional Planning Parties~~") to:
- 13.1.1.1.1. ~~share system plans~~Approved Expansion Plans to ensure that they are simultaneously feasible and otherwise use consistent assumptions and data;
- 13.1.1.1.2. address requests for Regional Studies submitted in accordance with Section 14.5 of this Attachment K;
- 13.1.1.1.3. identify any opportunities for regional optimization of the Construction Plan with the construction plans of the Regional Planning Parties. The evaluation of such opportunities will commence in earnest after the Transmission Planning Summit, but may also begin as part of the ICT's assessment of the

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Construction Plan under Section 6 and/or the ICT's development of the Base Plan under Section 7. As used herein, the term "regional optimization" means the identification of a set of coordinated transmission upgrades on the system of more than one party that satisfies the parties' respective planning criteria at a lower overall cost than if the parties had planned and constructed needed upgrades on a non-coordinated basis.

- 13.1.1.2. Other transmission owners in the Entergy or SPP regions also may participate in the regional planning process as Regional Planning Parties.
- 13.1.1.3. The Regional Planning Process shall be performed consistent with the timeline included as Appendix 6 to this Attachment K.
- 13.1.1.4. The Regional Planning Process shall be subject to provisions for the protection of Confidential Information and CEII under this Attachment K.
- 13.1.1.5. To the extent other adjoining transmission owners have seams agreements or joint planning processes with the Transmission Provider, the ICT will identify any opportunities for regional optimization of the Transmission Provider's Construction Plan with the construction plans of those adjoining transmission owners. The ICT shall review such optimization opportunities with the Transmission Provider, other affected transmission owners, Interested Government Agencies, stakeholders, and other interested parties.

#### 13.1.2. Joint Planning Committee

- 13.1.2.1. The Regional Planning Parties shall form a Joint Planning Committee ("JPC") comprised of representatives of the Regional Planning Parties in numbers and functions to be identified by the Regional Planning Parties from time to time as necessary to ensure that the JPC has the appropriate subject matter experts to perform its functions as stated below. Each Regional Planning Party shall have the right, every other year, to designate a Chairman of the JPC to serve a one-year calendar term, except that the term of the first Chairman shall end December 31 of the year that Chairman's term commences. The Regional Planning Parties jointly shall agree on the first Chairman. The Chairman shall be responsible for the scheduling of meetings, the

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preparation of agendas for meetings, and the production of minutes of meetings.

13.1.2.2. The JPC:

- 13.1.2.2.1. may request information from a Regional Planning Party as provided herein;
- 13.1.2.2.2. shall have responsibility leading all meetings related thereto;
- 13.1.2.2.3. shall ensure that all JPC or associated meetings conform to the intent of the Commission's Standards of Conduct;
- 13.1.2.2.4. may establish working groups as necessary to provide for adequate review, performance, and development of Regional Studies;
- 13.1.2.2.5. shall, as necessary, coordinate the provision of information by the Regional Planning Parties to federal and state agencies or other regional or multi-state bodies;
- 13.1.2.2.6. shall, as necessary, establish a schedule for the rotation of responsibility for data management, coordination of ~~stakeholder meetings~~Regional Stakeholder Meetings, coordination of analysis activities, report preparation, and other activities;
- 13.1.2.2.7. shall meet at least annually to review transmission planning activities associated with the joint planning process described in this Section 13.1; and
- 13.1.2.2.8. shall, as necessary, engage in dispute resolution under Section 13.1.7.

13.1.3. Sharing of System Plans and Associated Data and Assumptions

- 13.1.3.1. Subject to Section 13.1.6, each Regional Planning Party shall provide the other Regional Planning Party with the following data and information to the extent such data and information is necessary to ensure (a) the simultaneous feasibility of the Regional Planning Parties' ~~approved expansion plans~~Approved

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Expansion Plans and (b) the use of consistent assumptions and data in the development of such system plans:

13.1.3.1.1. Each Regional Planning Party's ~~approved expansion plan~~Approved Expansion Plan.

13.1.3.1.2. Data for the development of transmission modeling of load-flow, short-circuit, and stability cases. Data will include (a) all relevant modeling information, including ten (10) year load forecasts as well as and (b) all critical assumptions that are used in the development of the applicable ~~party's~~party's models.

13.1.3.1.3. Access to ~~detailed power flow models~~Base Case Models (up to the next ten (10) years) will be provided as requested to either Regional Planning Party or the JPC.

13.1.3.1.4. The status of ~~expansion studies, system impact studies, and generation interconnection studies~~System Impact Studies, Facilities Studies, Interconnection System Impact Studies, and Interconnection Facilities Studies, to the extent that a commitment has been made to a system enhancement as a result of any such studies.

13.1.3.1.5. Transmission system maps for the Regional Planning Party's bulk transmission system and lower voltage transmission system, to the extent such maps are relevant to the coordination of planning between the Regional Planning Parties.

13.1.3.1.6. Contingency lists for use in load flow and stability analyses. Such information shall include (a) lists of all single and double contingency events analyzed in the load flow and stability analyses and (b) breaker diagrams for the Regional Planning Party's transmission system, to the extent such diagrams are relevant to the coordination of planning between the Regional Planning Parties.

13.1.3.1.7. The timing of each planned enhancement referenced in Section 13.1.3.1.4 or that otherwise is included in a Regional Planning Party's Approved Expansion Plan.

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Such information shall include (a) estimated completion dates, (b) project mobilization schedules, (c) the likelihood that a system enhancement will be completed, (d) whether/when the system enhancement should be included in ~~system expansion studies, system impact studies, and generation interconnection studies~~ System Impact Studies, Facilities Studies, Interconnection System Impact Studies, Interconnection Facilities Studies, Inter-Regional Studies, Regional Studies, and any other reliability or economic transmission plan or model prepared in accordance with this Attachment K, and (e) all related applications for regulatory approvals and the status thereof. Such information shall be provided annually and as changes in status occur. The Regional Planning Parties shall post the same information for regional planning purposes, including modeling response (IDEV) files, posted with regard to the development of their Approved Expansion Plans.

13.1.3.1.8. Information regarding long-term firm transmission services on all ~~relevant modeled~~ interfaces— that are necessary to reflect system limits or conditions.

13.1.3.1.9. ~~Each~~ Summaries of (a) each Regional Planning Party's reliability studies related to development of Approved Expansion Plans and (b) the ICT's reliability assessment(s).

13.1.3.1.10. Such other data and information as is needed for each Regional Planning Party to plan its own system accurately and reliably and to assess the impact of conditions existing on the system of the other Regional Planning Party.

13.1.3.2. The information identified in Section 13.1.3.1 shall be provided as follows:

13.1.3.2.1. Load flow data initially will be exchanged in PSS/E format. To the extent practical, short-circuit data initially will be exchanged in PSS/E format.



13.1.3.2.2. To the extent practical, the maintenance and exchange of power system modeling data will be implemented through databases.

13.1.3.2.3. When feasible, transmission maps and breaker diagrams will be provided in an electronic format agreed upon by the Regional Planning Parties.

13.1.3.2.4. Formats for the exchange of other data will be agreed upon by the Regional Planning Parties from time to time.

13.1.4. Assessing Simultaneous Feasibility of System Plans and Use of Consistent Assumptions and Data

13.1.4.1. The Regional Planning Parties will perform such analyses as necessary to ensure that all system plans shared in accordance with this Section 13.1 are simultaneously feasible and otherwise use consistent assumptions and data.

13.1.4.2. Such analyses shall identify (1) when the Regional Planning Parties' ~~approved expansion plans~~ Approved Expansion Plans are not simultaneously feasible and (2) when the use of data or assumptions used in the development of such system plans is inconsistent.

13.1.4.3. To the extent that the Regional Planning Parties determine that their ~~approved expansion plans~~ Approved Expansion Plans are not simultaneously feasible or the use of data or assumptions used in the development of such system plans is inconsistent, the Regional Planning Parties shall notify the JPC, which shall then attempt to identify solutions that will ensure that the Regional Planning Parties' plans are simultaneously feasible and that the data or assumptions used in the development of such system plans is consistent. Each Regional Planning Party will work with its applicable stakeholder working group or groups to attempt to identify solutions that will ensure that the Regional Planning Parties' plans are simultaneously feasible.

- 13.1.4.4. Recovery of Costs: As between the Regional Planning Parties, each Regional Planning Party shall be responsible for its own costs associated with performing analyses under this Section 13.1.4.

### 13.1.5. Regional Studies

#### 13.1.5.1. Overview

- 13.1.5.1.1. The Regional Planning Parties shall engage annually in a regional, joint transmission planning process in order to address requests for Regional Studies (“Regional Planning Process”).
- 13.1.5.1.2. The JPC will be responsible for providing the technical support and personnel required for the Regional Planning Process.
- 13.1.5.1.3. The JPC shall, based upon the requested studies and considering stakeholder input, lead the development of study assumptions, perform additional model development, and perform any other coordination efforts with ~~stakeholders~~Regional Participants, other interested parties, and impacted external planning processes necessary to perform a Regional Study consistent with this Section 13.1.5. The JPC also shall, as necessary to perform a Regional Study: (a) perform analyses, (b) develop solution options, (c) evaluate stakeholder-suggested solution options, and (d) develop reports. After a Regional Study is completed, the JPC shall distribute applicable reports, subject to any applicable confidentiality provisions, to all stakeholders.

#### 13.1.5.2. Performing Regional Studies

- 13.1.5.2.1. The Regional Planning Process shall include performing up to a total of five Step 1 and Step 2 Regional Studies annually.
- 13.1.5.2.2. A Step 1 evaluation consists of a high level screening of the requested study and will be

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performed within a single year's planning cycle to identify transfer constraints and likely transmission enhancements to resolve the identified constraints. A Step 1 evaluation will provide approximate costs and timelines associated with transmission enhancements identified in the evaluation.

- 13.1.5.2.3. Stakeholders will have the option to request a Step 2 evaluation to be performed during the subsequent year's Regional Planning Process cycle. In the event stakeholders request a Step 2 evaluation, the JPC will develop detailed cost estimates and timelines associated with the identified transmission enhancements.

13.1.5.3. Requesting Regional Studies

- 13.1.5.3.1. ~~A transmission customer, an eligible customer, or an interconnection customer under either Regional Planning Party's transmission tariff (including Entergy's wholesale merchant function)~~Any interested party may request a Regional Study under the applicable Regional Planning Party's transmission tariff, through the LTTIWG, or through the TWG.

- 13.1.5.3.2. The Regional Participants may consider clustering similar Regional Study requests. In this regard, if two or more of the Regional Study requests are similar in nature and the Regional Participants conclude that clustering of such requests and studies is appropriate, the applicable studies will be clustered for purposes of the transmission evaluation.

13.1.5.4. Regional Stakeholder Meetings

- 13.1.5.4.1. During each cycle of the Regional Planning Process, which cycle is bi-annual in duration, the JPC will conduct three Regional Stakeholder Meetings. The information to be discussed at such meetings will be made available in draft form for stakeholder review prior to any such meeting by posting on the SPP and Entergy websites. The JPC

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will use reasonable efforts to make such information available at least 10 calendar days prior to the particular meeting.

13.1.5.4.2. At the first Regional Stakeholder Meeting:

13.1.5.4.2.1. all requests for Regional Studies will be presented;

13.1.5.4.2.2. stakeholders will select up to five Regional Studies that will be evaluated within the planning cycle; and

13.1.5.4.2.3. stakeholders will be provided an opportunity to provide comments regarding the assumptions to be used in the applicable study.

13.1.5.4.3. After the JPC performs initial analyses of the Regional Studies, it will conduct the second Regional Stakeholder Meeting. At this meeting:

13.1.5.4.3.1. the results of the initial analyses will be reviewed; and

13.1.5.4.3.2. stakeholders will be provided an opportunity to provide comments regarding the initial analyses.

13.1.5.4.4. After the JPC finalizes its analyses and drafts Regional Study reports, the JPC will conduct the third Regional Stakeholder Meeting. At this meeting:

13.1.5.4.4.1. the Regional Study reports will be presented to stakeholders; and

13.1.5.4.4.2. stakeholders will be provided an opportunity to provide comments regarding the draft reports.

13.1.5.4.5. After the JPC finalizes its reports, such reports are to be provided to all stakeholders.

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13.1.5.5. Construction of System Enhancements Identified in Regional Studies

13.1.5.5.1. To the extent regional optimization opportunities or regional economic upgrades are identified in a Regional Study, each Regional Planning Party shall have the option of revising its construction plan.

13.1.5.5.2. Entergy shall revise its Construction Plan only as provided in Section 13.5 of this Attachment K.

13.1.5.5.3. SPP shall not proceed with a regional economic upgrade unless the upgrade is covered under the SPP's transmission tariff or an interested party enters into a binding sponsor arrangement to fund the portion of costs allocated to the SPP system associated with such economic upgrade, or cost recovery otherwise is provided for under SPP's transmission tariff. SPP shall not have any obligation to proceed with a regional economic upgrade if it does not obtain all regulatory approvals deemed necessary by SPP to proceed with the applicable project.

13.1.5.6. Regional Studies shall not affect the study queues for transmission or interconnection services.

13.1.5.7. Recovery of Regional Study Costs

13.1.5.7.1. As between the Regional Planning Parties, each Regional Planning Party shall be responsible for its own costs associated with performing Regional Studies.

13.1.5.7.2. Each Regional Planning Party may recover its costs associated with performing Regional Studies in accordance with that Regional Planning Party's transmission tariff.

13.1.5.7.3. A stakeholder requesting a Regional Study may be required to enter into agreement(s) with Regional Planning Party(ies) obligating the customer to pay

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for the Regional Planning Party's(ies') actual costs of the study.

13.1.5.8. Cost Allocation and Construction of Upgrades Identified in the Regional Planning Process

13.1.5.8.1. The costs of facilities identified in a Regional Study are to be allocated to the Entergy Transmission System to the extent that Entergy constructs such facilities. Such costs are to be further allocated in accordance with Section 15 of this Attachment K.

13.1.5.8.2. The costs of facilities identified in a Regional Study are to be allocated to the SPP transmission system to the extent that SPP constructs such facilities. Such costs are to be further allocated in accordance with the SPP transmission tariff.

13.1.5.9. Stakeholder Participation

13.1.5.9.1. The Regional Planning Process is open to any interested party.

13.1.5.9.2. Participants in the Regional Planning Process ("Regional Participants") shall:

13.1.5.9.2.1. adhere to the Commission's Standards of Conduct requirements in all discussions of the Regional Planning Process;

13.1.5.9.2.2. propose and select the Regional Studies to be evaluated;

13.1.5.9.2.3. provide comments on the scope elements of Regional Studies, including study assumptions, criteria, and methodology; case development and technical analyses; problem identification, assessment, and development of solutions (including proposing alternative solutions for evaluation);

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comparison and selection of the  
preferred solution options; and  
Regional Study reports; and

13.1.5.9.2.4. provide comments and  
recommendations to the JPC on the  
Regional Planning Process.

13.1.5.9.3. The Regional Participants may organize  
themselves however they deem appropriate for  
purposes of participating in the Regional Planning  
Process.

13.1.5.9.4. Regional Participants shall have access to data  
necessary to facilitate their participation in the  
Regional Planning Process.

13.1.5.9.5. A Regional Participant may request that the JPC  
provide data and information that would facilitate  
its ability to replicate Regional Studies while  
ensuring that CEII and other Confidential  
Information is protected.

13.1.5.9.6. The process for obtaining CEII data and  
information used in the Regional Planning  
Process, when such data or information is not  
competitively sensitive or otherwise confidential,  
is as follows:

~~13.1.5.9.6.1. the Regional Participant must  
request and obtain from the  
Commission the applicable FERC  
Form No. 715 data (that includes  
CEII data); and~~

~~13.1.5.9.6.2. the Regional Participant must, after  
request, but prior to delivery of  
requested data, execute a  
Confidentiality Agreement in the  
form of Appendix 8 hereto.~~

13.1.5.9.6.1. CEII data used in the Regional  
Planning Process shall be made  
available from the Transmission  
Provider in accordance with this  
Section 13.1.5.9.6. CEII data used

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in the Regional Planning Process shall be made available from another Regional Planning Party in accordance with provisions established by that party.

13.1.5.9.6.2. Upon a Regional Planning Party's receipt of a request for CEII data of another Regional Planning Party, the Regional Planning Party receiving the request shall promptly notify the other Regional Planning Party of the request.

13.1.5.9.6.3. A Regional Participant may be certified to obtain CEII data used in the Regional Planning Process by following the confidentiality procedures posted on the Transmission Provider's website (e.g., making a formal request for CEII, authorizing background checks, executing the CEII Confidentiality Agreement).

13.1.5.9.6.4. The Transmission Provider reserves the discretionary right to waive the certification process, in whole or in part, for anyone that the Transmission Provider deems appropriate to receive CEII data. The Transmission Provider also reserves the discretionary right to reject a request for CEII data; upon such rejection, the requestor may pursue the dispute resolution procedures set forth below.

13.1.5.9.7. The process for obtaining confidential data and information used in the Regional Process that is not CEII is as follows:

13.1.5.9.7.1. the Regional Participant must execute a Confidentiality Agreement in a form to be posted

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on the Regional Planning Parties' websites;

13.1.5.9.7.2. Resource-specific data shall not be made available by a Regional Planning Party if the data has been designated confidential by the data provider or if the data can be used to (a) determine security constrained unit commitment or economic dispatch of resources or (b) perform an economic evaluation of costs and benefits.

13.1.5.9.8. The requirements of Sections 13.1.5.9.6 and 13.1.5.9.7 shall apply to information that is competitively sensitive/otherwise confidential and also CEII.

#### 13.1.6. Confidential Information and CEII

13.1.6.1. Except as may be required by subpoena or other compulsory process, the JPC, the ICT, and the Regional Planning Parties shall not disclose Confidential Information to any person or entity without prior written consent of the party that supplied the Confidential Information. Any data subject to this Section 13.1.6 will be redacted prior to and is not subject to public review or posting. The handling of any commercially sensitive economic data also will conform to rules and practices set forth by the SPP Economic Modeling and Methods Task Force and Entergy.

13.1.6.2. In addition, each Regional Planning Party shall ensure that its employees, its agents, its subcontractors and its subcontractors' employees, and agents to whom Confidential Information is given or exposed, agree to be bound by the terms and conditions contained herein. Each Regional Planning Party shall be liable for any breach of this Section 13.1.6.2 by its employees, its agents, its subcontractors, and its subcontractors' employees and agents.

13.1.6.3. This obligation of confidentiality shall not extend to data and information that, at no fault of a recipient Regional Planning Party, is or was: (a) in the public domain or generally available or known to the public; (b) disclosed to a recipient by a non-

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Regional Planning Party who had a legal right to do so; (c) independently developed by a Regional Planning Party or known to such Regional Planning Party prior to its disclosure hereunder; and (d) which is required to be disclosed by subpoena, law, or other directive of an Interested Government Agency.

- 13.1.6.4. Except as may be required by subpoena or other compulsory process, information designated as CEII shall be made available to a party only after such party ~~executes a Confidentiality Agreement in the form of Appendix 8 hereto~~complies with Section 13.1.5.9.6.
- 13.1.6.5. Upon receipt of a subpoena or other compulsory process for the disclosure of Confidential Information or CEII, the Regional Planning Party receiving such subpoena or other compulsory process shall promptly notify the Regional Planning Party that supplied the applicable data, shall furnish all reasonable assistance requested by the supplying Regional Planning Party to prevent disclosure, and shall not release the data until the supplying Regional Planning Party provides written consent or until the supplying Regional Planning Party's legal options are exhausted. Upon request from an Interested Government Agency for Confidential Information or CEII, such consent may not be unreasonably withheld if the Interested Government Agency agrees to maintain confidentiality with a protective order or other procedure(s) of the agency for protecting Confidential Information or CEII.
- 13.1.6.6. Each Regional Planning Party shall protect Confidential Information and CEII from disclosure, dissemination, or publication. Regardless of whether a Regional Planning Party is subject to the jurisdiction of the Commission under the Federal Power Act, and regardless of whether a Regional Planning Party is an RTO, each Regional Planning Party agrees to restrict access to all Confidential Information and CEII to only those persons authorized to view such information: (a) by the Commission's Standards of Conduct, 18 C.F.R. Part 358 or, if more restrictive, (b) by such Regional Planning Party's board resolutions, tariff provisions, or other internal policies governing access to, and the sharing of, energy market or transmission system information.
- 13.1.6.7. All Confidential Information and CEII provided by the supplying Regional Planning Party shall be returned by the receiving Regional Planning Parties to the supplying Regional Planning

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Party promptly upon request. Upon termination or expiration of this Section 13.1, a Regional Planning Party shall use reasonable efforts to destroy, erase, delete, or return to the supplying Regional Planning Party any and all written or electronic Confidential Information and CEII. In no event after termination of this Section 13.1.6 or a request from the supplying party for the return of Confidential Information shall a receiving Regional Planning Party retain copies of any Confidential Information or CEII provided by a supplying Regional Planning Party.

- 13.1.6.8. Each Regional Planning Party acknowledges that remedies at law are inadequate to protect against breach of the covenants and agreements in this Section 13.1.6, and hereby in advance agrees, without prejudice to any rights to judicial relief that it may otherwise have, to the granting of equitable relief, including injunction, in the supplying Regional Planning Party's favor without proof of actual damages. In addition to the equitable relief referred to in this Section, a supplying Regional Planning Party shall only be entitled to recover from a receiving Regional Planning Party any and all gains wrongfully acquired, directly or indirectly, from a receiving Regional Planning Party's unauthorized disclosure of Confidential Information or CEII.

#### 13.1.7. Dispute Resolution Procedures

- 13.1.7.1. Any procedural or substantive dispute between a stakeholder and a Regional Planning Party that arises under Section 13.1 of this Attachment K will be addressed by the Regional Planning Party's dispute resolution procedures in its transmission tariff. If the dispute involves both Regional Planning Parties, the Regional Planning Parties and the affected stakeholders will use reasonable efforts to consolidate the resolution of the dispute.
- 13.1.7.2. A dispute between stakeholders that does not involve a Regional Planning Party (other than a Regional Planning Party's ownership and/or control of the underlying facilities), is to be resolved using the Commission's alternative means of dispute resolution or other means agreed to by the stakeholders.
- 13.1.7.3. The Regional Planning Parties shall attempt in good faith to achieve consensus among the Regional Planning Parties with respect to all matters arising under Section 13.1 of this Attachment K and to use reasonable efforts through good faith discussion and negotiation to avoid and resolve disputes that

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could delay or impede a Regional Planning Party from receiving the benefits of Section 13.1 of this Attachment K. The dispute resolution procedures under this Section 13.1.7 apply to any dispute between the Regional Planning Parties that arises from a Regional Planning Party's performance of, or failure to perform, Section 13.1 of this Attachment K and which the Regional Planning Parties are unable to resolve prior to invocation of these procedures.

- 13.1.7.3.1. In the event a dispute arises, a Regional Planning Party must initially give notice of the dispute to the JPC. Within fifteen (15) days of such notice, the JPC shall meet and the Regional Planning Parties will attempt to resolve the dispute by reasonable efforts through good faith discussion and negotiation. In addition to a Regional Planning Party's JPC representative, a Regional Planning Party shall also be permitted to bring no more than two (2) additional individuals to JPC meetings held in attempts to resolve the dispute as subject matter experts; however, all such participants must be employees of the Regional Planning Party they represent or of the ICT. In addition, each Regional Planning Party may bring no more than two (2) attorneys.
- 13.1.7.3.2. In the event a dispute arises and the JPC has been unsuccessful in resolving the dispute, a Regional Planning Party may give notice of the dispute to the other Regional Planning Party. Within fifteen (15) days of such notice, the matter shall be referred to a designated senior representative of each Regional Planning Party for resolution on an informal basis.
- 13.1.7.3.3. In the event the designated representatives are unable to resolve the claim or dispute within thirty (30) calendar days of the notice of dispute, such claim or dispute may, upon mutual agreement of the parties, be submitted to mediation under terms and conditions agreed to by the Regional Planning Parties.

- 13.1.7.3.4. In the event the Regional Planning Parties do not reach agreement through mediation conducted in accordance with Section 13.1.7.3.3, or do not agree to submit such claim or dispute to mediation, such claim or dispute may, upon mutual agreement of the Regional Planning Parties, be submitted to arbitration in accordance with terms agreed to by the Regional Planning Parties.
- 13.1.7.3.5. Except to the extent the parties mutually agree to arbitration in accordance with Section 13.1.7.3.4, the foregoing is without prejudice to a Regional Planning Party requesting at any time that the Commission resolve any dispute that is within the jurisdiction of the Commission, including, but not limited to, by submitting a complaint pursuant to Section 206 of the Federal Power Act.
- 13.1.7.3.6. Notwithstanding the foregoing, in the event of disputes involving Confidential Information, infringement or ownership of intellectual property or rights pertaining thereto, or any dispute where a Regional Planning Party seeks temporary or preliminary injunctive relief to avoid alleged immediate and irreparable harm, the procedures stated in this Section 13.1.7 shall apply, but shall not preclude a Regional Planning Party from seeking such temporary or preliminary injunctive relief. If a Regional Planning Party seeks such judicial relief but fails to obtain it, the Regional Planning Party seeking such relief shall pay the reasonable attorneys' fees and costs of the other Regional Planning Party or Regional Planning Parties incurred with respect to opposing such relief.
- 13.1.8. The failure of a Regional Planning Party to insist, on any occasion, upon strict performance of any provision of this Section 13.1 will not be considered a waiver of any right held by such Regional Planning Party. Any waiver on any specific occasion by either Regional Planning Party shall not be deemed a continuing waiver of such right, nor shall it be deemed a waiver of any other right under this Section 13.1.

### 13.2. Inter-Regional Planning

13.2.1. Entergy and the ICT shall participate in the Southeast Inter-Regional Participation Process. The Southeast Inter-Regional Participation Process is to be performed consistent with Appendix 7 to this Attachment K.

13.2.2. The models developed in the regional model development process, as reviewed during the Southeast Inter-Regional Participation Process, shall be used in the Southeast Inter-Regional Participation Process.

13.2.3. The Southeast Inter-Regional Participation Process is to be performed annually.

13.2.3.1. The Inter-Regional Participating Transmission Owners are to perform up to a total of five Step 1 and Step 2 Inter-Regional Studies annually.

13.2.3.2. A Step 1 evaluation consists of a high level screen of the requested study and will be performed within a single year's planning cycle to identify transfer constraints and likely transmission enhancements to resolve the identified constraints associated with a requested study. A Step 1 evaluation also is to provide approximate costs and timelines associated with transmission enhancements identified in the evaluation.

13.2.3.3. Stakeholders are to have the option to request a Step 2 evaluation to be performed during the subsequent year's Inter-Regional Participation Process cycle. In the event stakeholders request a Step 2 evaluation, the Inter-Regional Participating Transmission Owners are to develop detailed cost estimates and timelines associated with the final transmission enhancements. The Step 2 evaluation is to provide for coordination with stakeholders and among the impacted Inter-Regional Participating Transmission Owners.

13.2.3.4. ~~If two or more~~The Southeast Inter-Regional Studies Participation Process Stakeholder Group ("SIRPPSG") should consider clustering similar Inter-Regional Study requests. In this regard, if two or more of the Inter-Regional Study requests are similar in nature and the Inter-Regional Participating Transmission Owners conclude that clustering of such requests and studies is appropriate, the Inter-Regional Participating Transmission Owners may, following communications with the Southeast Inter-Regional Participation Process Stakeholder Group ("SIRPPSG"), cluster those studies- for purposes of the transmission evaluation.

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- 13.2.4. A Transmission Customer may request an Inter-Regional Study as part of the ICT stakeholder process, the Regional Planning Process, or the Southeast Inter-Regional Participation Process. The Inter-Regional Studies requested through each Inter-Regional Participating Transmission Owner's open-access transmission tariff, and the Inter-Regional Studies requested directly through the Southeast Inter-Regional Participation Process, will be consolidated and evaluated as part of the Southeast Inter-Regional Participation Process.
- 13.2.5. The Transmission Provider and the ICT shall provide transmission planning personnel to serve on the Southeast Inter-Regional Participation Process study coordination team.
- 13.2.5.1. The Southeast Inter-Regional Participation Process study coordination team is to lead the development of study assumptions, perform additional model development, and perform any other coordination efforts with stakeholders and impacted external planning processes.
- 13.2.5.2. The study coordination team also is to be responsible for performing analyses, developing solution options, evaluating stakeholder suggested solution options, and developing reports.
- 13.2.5.3. After an Inter-Regional Study is completed, the study coordination team is to distribute applicable reports, subject to any applicable confidentiality provisions, to all Inter-Regional Participating Transmission Owners and stakeholders.
- 13.2.6. During each cycle of the Southeast Inter-Regional Participation Process, the Inter-Regional Participating Transmission Owners are to conduct three inter-regional stakeholder meetings. The information to be discussed at such meetings is to be made available in final draft form for stakeholder review prior to any such meeting by posting on the Southeast Inter-Regional Participation Process website and/or by e-mail to SIRPPSG members. The Participating Transmission Owners are to use reasonable efforts to make such information available at least 10 calendar days prior to the particular meeting.
- 13.2.6.1. At the "1st Inter-Regional Stakeholder Meeting:"
- 13.2.6.1.1. all requests for Inter-Regional Studies are to be evaluated;
- 13.2.6.1.2. stakeholders are to select up to five studies that will be evaluated within the planning cycle; and

- 13.2.6.1.3. the study coordination team is to coordinate with stakeholders regarding study assumptions. Stakeholders are to be provided an opportunity to provide comments regarding the assumptions to be used in the applicable study.
- 13.2.6.2. After the study coordination team performs initial analyses of the Inter-Regional Studies, the Inter-Regional Participating Transmission Owners are to conduct the “2nd Inter-Regional Stakeholder Meeting.” At this meeting:
  - 13.2.6.2.1. the study coordination team is to review the results of the initial analyses; and
  - 13.2.6.2.2. stakeholders are to be provided an opportunity to provide comments regarding the initial analyses.
- 13.2.6.3. After the study coordination team finalizes its analyses and drafts Inter-Regional Study reports, the Inter-Regional Participating Transmission Owners are to conduct the “3rd Inter-Regional Stakeholder Meeting.” At this meeting:
  - 13.2.6.3.1. the Inter-Regional Study reports are to be presented to stakeholders;
  - 13.2.6.3.2. stakeholders are to be provided an opportunity to provide comments regarding the draft reports.
- 13.2.6.4. After the study coordination team finalizes its reports, such reports are to be provided to all Inter-Regional Participating Transmission Owners and stakeholders.

#### 13.2.7. Stakeholder Participation

- 13.2.7.1. The purpose of the SIRPPSG is to facilitate stakeholder participation in the Southeast Inter-Regional Participation Process.
- 13.2.7.2. The SIRPPSG is not to have the right to amend the purpose, responsibilities, membership, or data and information release provisions of this Section 13.2.
- 13.2.7.3. SIRPPSG membership is open to any interested party.

~~13.2.7.3.1 Any individual wishing to become an SIRPPSG member shall make an application for membership on~~

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the SIRPP website (<http://www.southeastirpp.com>).  
~~On the application for SIRPPSG membership, the applicant must provide her or his name, her or his employer, the name of any organization s/he is representing, an explanation of how s/he, or the employer/organization s/he represents, is an affected party, and the SIRPP Sector to which s/he wishes to be assigned.~~

~~13.2.7.3.2 The registration form will require the affected party to indicate whether it is registering as an "Individual" or as an agent or employee of an entity that qualifies to participate in an SIRPP Sector other than that for the General Public (an "SIRPP Sector Organization"). If the affected party registers as an agent or employee of an SIRPP Sector Organization, s/he must identify such SIRPP Sector Organization and the SIRPP Sector within which it participates.~~

~~13.2.7.3.3 The SIRPP Sectors are as follows: (i) Cooperative load serving entities ("LSEs"); (ii) Municipal LSEs; (iii) Investor Owned LSEs; (iv) Transmission Providers/Transmission Owners; (v) Transmission Customers (a customer taking Transmission Service from at least one Participating Transmission Owner); (vi) Generator Interconnection Customers (a customer taking generator interconnection service from at least one Participating Transmission Owner); (vii) Eligible Customers, (viii) generating owners/development companies, (ix) ancillary service providers, and alternative resource developers (includes power marketers and applicable companies not currently taking transmission or interconnection service); and (x) General Public.~~

~~13.2.7.3.4 An individual is only eligible to join the General Public Sector, and a company that is not eligible to be an SIRPP Sector Organization is eligible to join the General Public Sector. An affected party may be a member of only one Sector.~~

13.2.7.4. The SIRPPSG and participants in the SIRPPSG are to:

- 13.2.7.4.1. adhere to the intent of the Commission's Standards of Conduct requirements in all discussions of the Southeast Inter-Regional Participation Process;
- 13.2.7.4.2. develop the SIRPPSG annual work plan and activity schedule;
- 13.2.7.4.3. propose and select the Inter-Regional Studies to be evaluated;
- 13.2.7.4.4. provide comments on the scope elements of Inter-Regional Studies, including study assumptions, criteria, and methodology; case development and technical analyses; problem identification, assessment, and development of solutions (including proposing alternative solutions for evaluation); comparison and selection of the preferred solution options; and Inter-Regional Study reports; and
- 13.2.7.4.5. provide comments and recommendations to the Inter-Regional Participating Transmission Owners on the Southeast Inter-Regional Participation Process.

#### 13.2.8. Access to Data

- 13.2.8.1. SIRPPSG members are to be permitted to request data and information that would facilitate their ability to replicate Inter-Regional Studies while ensuring that CEII and other confidential data is protected.

- 13.2.8.2. The process for obtaining CEII data and information used in the SIRPP, when such data or information is not competitively sensitive or otherwise confidential, is to be as follows:

- 13.2.8.2.1. ~~the SIRPPSG member is to request and obtain from the Commission the FERC Form No. 715 data (that includes CEII data) for the SIRPPSG members may be certified to obtain CEII data used in the SIRPP by following the confidentiality procedures posted on the SIRPP website (e.g., making a formal request for CEII, authorizing background checks, executing the SIRPP CEII Confidentiality Agreement).~~

- ~~13.2.8.2.1. The Inter-Regional Participating Transmission Owners, where applicable;~~

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~~13.2.8.2.2. — reserve the SIRPPSG member is discretionary right to have a current SERC confidentiality agreement in place;~~

~~13.2.8.2.3. — waive the SIRPPSG member is to have a current Southeast Inter-Regional Participation Process confidentiality agreement in place;~~

~~13.2.8.2.4. — the SIRPPSG member is to request the data on the Southeast Inter-Regional Participation Process website, with an attestation that it has satisfied the requirements included in this Section 13.2.8;~~

~~13.2.8.2.5.~~13.2.8.2.2. certification process, in whole or in part, for anyone that the Inter-Regional Participating Transmission Owners are to process the above request, approve or deny the request, and if approved, provide the data to the SIRPPSG member deemed appropriate to receive CEII. The Inter-Regional Participating Transmission Owners also reserve the discretionary right to reject a request for CEII; upon such rejection, the requestor may pursue the SIRPP dispute resolution procedures set forth below.

13.2.8.3. The process for obtaining confidential data and information used in the SIRPP that is not CEII is to be as follows:

~~13.2.8.3.1 Non-CEII confidential information supplied by an entity that is not a public utility under Section 201(e) of the Federal Power Act will not be disclosed to third parties, posted on the SIRPP website, or otherwise made publicly available absent written consent from the entity that supplied the information or an order from a court or governmental agency with jurisdiction over the Participating Transmission Owner that is in possession of such confidential information.~~

~~13.2.8.3.2 Non-CEII confidential information supplied by an entity that is a public utility under Section 201(e) of the Federal Power Act shall be made available to those SIRPPSG members that have executed an appropriate confidentiality agreement.~~

~~13.2.8.3.2.1 The form of the appropriate confidentiality agreement shall be posted on the SIRPP website.~~

~~13.2.8.3.2.2 Resource specific data shall not be made available by the Participating Transmission Owners if the data has been designated confidential by the data provider or if the data can be used to (a) determine security constrained unit commitment or economic dispatch of resources or (b) perform an economic evaluation of costs and benefits.~~

13.2.8.3.1 The Inter-Regional Participating Transmission Owners will make reasonable efforts to preserve the confidentiality of Confidential Information that is confidential but not CEII in accordance with the provisions of the Tariff and the requirements of (and/or agreements with) NERC and/or SERC, as well as any agreements with the other Inter-Regional Participating Transmission Owners and any other contractual or legal confidentiality requirements.

13.2.8.3.2 Without limiting the applicability of the foregoing, to the extent confidential non-CEII information is provided in the Southeast Inter-Regional Participation Process and is needed to participate in the Southeast Inter-Regional Participation Process and/or to replicate Inter-Regional Studies, it will be made available to those SIRPPSG members who have executed the SIRPP Non-CEII Confidentiality Agreement, which is posted on the SIRPP website.

13.2.8.4. The requirements of Sections 13.2.8.2 and 13.2.8.3 apply to information that is both competitively sensitive/otherwise confidential and CEII.

13.2.9. Inter-Regional Studies shall not affect the queues for transmission or interconnection services.

### 13.2.10. Inter-Regional Cost Allocation.

- 13.2.10.1 The costs of facilities constructed as a result of the SIRPP are to be allocated to all of the transmission owners in an SIRPP Regional Planning Process to the extent transmission owners in that regional process construct such facilities, provided that absent an agreement for cost allocation among such transmission owners, the costs are to be allocated to the individual transmission owners that construct such facilities.
- 13.2.10.2 The costs allocated in accordance with Section 13.2.10.1 are to be further allocated in accordance with the cost allocation principles of the SIRPP Regional Planning Process and/or the individual transmission owner, as applicable.
- 13.2.10.3 The cost allocation principles for each SIRPP Regional Planning Process are to be posted on the SIRPP website.

### 13.2.11. Dispute Resolution

- 13.2.11.1. Any procedural or substantive dispute between a stakeholder and a Participating Transmission Owner that arises from the SIRPP will be addressed by the Participating Transmission Owner's dispute resolution procedures in its respective Regional Planning Process. If dispute resolution proceedings commenced in multiple Regional Planning Processes involve a single dispute among multiple Participating Transmission Owners, the affected Participating Transmission Owners, in consultation with the affected stakeholders, are to use reasonable efforts to consolidate the resolution of the dispute.
- 13.2.11.2. A dispute between stakeholders that does not involve a Participating Transmission Owner (other than a Participating Transmission Owner's ownership and/or control of the underlying facilities), is to be resolved using the Commission's alternative means of dispute resolution or other means agreed to by the stakeholders.
- 13.2.11.3. Nothing herein shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act.

- 13.3. The ICT and the Transmission Provider shall participate in the regional model development process for the SERC region.

- 13.4. The ICT shall participate on the Regional Planning Stakeholder Group of the Southeastern Region (or its successor) to coordinate the Construction Plan developed for the Entergy System.
- 13.5. To the extent regional or inter-regional optimization opportunities or regional or inter-regional economic upgrades are identified, the Transmission Provider and the other individual transmission owners shall have the option of revising their construction plans.
- 13.5.1. The Transmission Provider shall not proceed with a regional optimization opportunity or regional economic upgrade unless a Customer under the Tariff, Entergy's Energy Management Organization, or another interested party enters into binding arrangements to fund such upgrade. A party may fund such upgrades based on its own economic analysis of the value of the upgrade. Neither the ICT nor the Transmission Provider guarantees that any such upgrade will provide economic benefits to the funding customer or any other party.
- 13.5.2. If the Transmission Provider determines that it will proceed with a regional optimization opportunity or regional economic upgrade, the Transmission Provider shall enter into negotiations with other affected transmission owners for a binding agreement governing the allocation of construction costs and responsibility for the coordinated set of upgrades. The Transmission Provider shall not have any obligation to proceed with a regional optimization opportunity or a regional economic upgrade if a satisfactory agreement cannot be negotiated with other affected transmission owners.
- 13.5.3. The Transmission Provider shall not have any obligation to proceed with a regional optimization opportunity or a regional economic upgrade if it does not obtain all regulatory approvals deemed necessary by the Transmission Provider to proceed with the applicable project.
- 13.6. Based on the outcome of the regional and inter-regional optimization of the Transmission Provider's Construction Plan and the construction plans of adjoining transmission owners, the ICT may revise its Base Plan.
- 13.7. If the Construction Plan or the Base Plan is revised in accordance with Sections 13.5 or 13.6 of this Attachment K, such amended plan(s) shall be posted on the Transmission Provider's OASIS. In addition, using the appropriate stakeholder e-mail exploder list, the ICT shall notify stakeholders of the posting of the Construction Plan or Base Plan. The ICT shall conduct one or more meetings with stakeholders to obtain comments and input regarding the modifications.

14. Economic Planning Studies

- 14.1. The ICT will identify potential economic upgrades on the Transmission System, including upgrades to existing facilities as well as construction of new facilities.
- 14.2. Economic upgrades may include (i) accelerating Base Plan Upgrades that, if accelerated, would relieve one or more economic constraints; (ii) modifying Base Plan Upgrades that, as modified, would relieve one or more economic constraints; and (iii) planning and constructing facilities that are not Base Plan Upgrades.
- 14.3. The ICT will identify such upgrades based on screening criteria, which may include considerations such as frequent transmission loading relief events, frequently constrained flowgates in the Available Flowgate Capability process or the Weekly Procurement Process (WPP), flowgates with high congestion costs as identified in the WPP process, and commonly invoked must-run operating guides.
  - 14.3.1. The ICT, in conjunction with the Transmission Provider, will perform a preliminary analysis of the cost of upgrading each facility identified by the ICT, and will post this information on OASIS, subject to the confidentiality and CEII provisions of this Attachment K.
  - 14.3.2. The ICT will provide information about the potential benefits of the upgrades. This information will include the ICT's estimate of the increase in MW that could flow over the facility as a result of upgrading each identified facility. The ICT, at its discretion, may also: (i) provide an approximation of the reduction in congestion on the facility, based on projected changes in actual flows that would result from the upgrade of the facility; (ii) provide an approximation of the potential savings from the upgrade, using a re-simulation of historic WPP results; and (iii) identify the potential beneficiaries of the upgrade. The ICT will post this information on OASIS, subject to the confidentiality and CEII provisions of this Attachment K.
- 14.4. The ICT will provide stakeholders an opportunity to provide input, including written comments, regarding the screening criteria and process to be utilized in accordance with Section 14.3. The ICT shall make all written comments publicly available to all interested parties by posting them on the Transmission Provider's OASIS or the ICT website, as appropriate.
- 14.5. In addition to studies conducted pursuant to Section 14.1, a Transmission Customer, an ~~Eligible Customer~~, or an Interconnection Customer, or a potential customer (including the Transmission Provider's wholesale merchant function) may request the ICT to conduct one or more economic upgrade studies evaluating specific, potential upgrades or other specific investments that could reduce transmission congestion or integrate new resources and loads on an aggregated or regional basis. Such party may request a study (i) of the Transmission Provider's Transmission System (Entergy

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System Study), (ii) across the interconnected systems of the Transmission Provider and one or more Regional Planning Parties (Regional Study), or (iii) across the interconnected systems of the Transmission Provider and one or more Inter-Regional Participating Transmission Owners (Inter-Regional Study). Further, the requesting party may ask the ICT to perform only a Facilities Study (as described in the Transmission Service and Interconnection Service Protocols appended to Attachment S) to determine the cost of the upgrade, or it may ask for an additional assessment as outlined in Section 14.3.2 above, in addition to a cost analysis.

14.5.1. The ICT, in consultation with the Transmission Provider and stakeholders, shall develop the procedures and timelines for parties to request economic upgrade studies under Section 14.5 and post such procedures and timelines on OASIS.

14.5.2. Requests for economic upgrade studies will be processed in a separate queue from transmission and interconnection service requests. ~~The ICT shall propose a process for batching of requests for economic upgrade studies.~~ Specific requests for transmission and interconnection services will be processed in accordance with the Tariff.

14.5.2.1. While the ICT is not required to study specific requests for an economic upgrade in a cluster, the ICT will do so upon the request of a party requesting an economic upgrade study ("Economic Study Party") when such a request can be reasonably accommodated and all affected Economic Study Parties agree to be studied in the cluster. Under such circumstances, clustering is implemented on the basis of queue position and the nature and compatibility of the request. Economic Study Parties submitting requests that meet the requirements of this paragraph are considered members of the "Economic Upgrade Queue Cluster."

~~14.5.2.~~14.5.2.2. In the event that a request for a cluster study involves a Regional Planning Party, Inter-Regional Participating Transmission Owner, or other regional group of stakeholders, the ICT will coordinate the cluster request with such parties. Where an Economic Upgrade Queue Cluster involves multiple Economic Study Parties, each individual Economic Study Party must accept the study results of an Economic Upgrade Queue Cluster as it relates to all requests studied and cannot request that a particular request be studied individually compared to the rest of the Economic Upgrade Queue Cluster without submitting a new request for a study. Once a study agreement for an Economic Upgrade Queue Cluster study is signed by all members of the Economic Upgrade Queue Cluster, a Customer can opt out of an Economic Upgrade Queue Cluster, request an individual study for



the same request, or request inclusion of the same study request in a new Economic Upgrade Queue Cluster, only after the Economic Upgrade Queue Cluster study is completed. The costs of the Economic Upgrade Queue Cluster study will be allocated *pro rata* among the original parties in the Economic Upgrade Queue Cluster.

14.5.3. The ICT will, prior to a calendar year, identify up to a total of five economic studies (other than Inter-Regional Studies) that are the highest priority studies.

14.5.3.1. The ICT shall seek input from the Transmission Provider and stakeholders before identifying the highest priority studies.

~~14.5.3.2. The screening criteria used to determine the highest priority studies shall be the same screening criteria used in accordance with Section 14.3.~~

~~14.5.3.3.~~14.5.3.2. The costs of the highest priority studies shall be included in the Transmission Provider's transmission cost of service, and shall not be directly assigned to the customer(s) requesting the studies. The actual costs to the Transmission Provider and the ICT for each other study performed pursuant to a request submitted in accordance with Section 14.5 shall be allocated to the party(ies) requesting such study.

14.5.4. A party that requests an economic study in accordance with Section 14.5 must supply all relevant data reasonably within the party's possession to enable the Transmission Provider and the ICT to calculate the level of congestion costs that are relevant to such study and that are occurring or are expected to occur. To the extent the Transmission Provider's merchant function or regulated operations possesses information necessary to conduct the study, it shall provide such information.

14.5.4.1. Information provided in accordance with this Section 14.5.6 shall be treated in accordance with the confidentiality and CEII provisions of this Attachment K

14.5.4.2. Disputes regarding access to information under this Section 14.5.6 shall be resolved in accordance with this Attachment K.

14.5.5. A request for a Regional Study or an Inter-Regional Study shall be performed in accordance with Section 13 of this Attachment K.

14.5.6. In response to a request for an Entergy System Study:

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- 14.5.6.1. The ICT, in conjunction with the Transmission Provider, shall perform a preliminary analysis of the cost of upgrading each facility identified in the study request, and will post this information on OASIS, subject to the confidentiality and CEII provisions of this Attachment K.
  - 14.5.6.2. The ICT will, as applicable, provide information about the potential benefits of the upgrades. This information will include the ICT's estimate of the increase in MW that could flow over the facility as a result of upgrading each identified facility. The ICT, at its discretion, may also: (i) provide an approximation of the reduction in congestion on the facility, based on projected changes in actual flows that would result from the upgrade of the facility; (ii) provide an approximation of the potential savings from the upgrade, using a re-simulation of historic WPP results; and (iii) identify the potential beneficiaries of the upgrade. The ICT will post this information on OASIS, subject to the confidentiality and CEII provisions of this Attachment K.
  - 14.5.6.3. The screening criteria used to perform customer-requested economic studies shall be the same screening criteria used in accordance with Section 14.3.
- 14.6. A party wishing to proceed with upgrades must submit a request for transmission service under the Tariff or request optional upgrades under an existing Interconnection and Operating Agreement or a Large Generator Interconnection Agreement.
- 14.6.1. Customers may fund economic upgrades based on their own economic analysis of the value of the upgrade. The ICT may not require the Transmission Provider to construct an upgrade unless the customer has agreed to fund the upgrade. Neither the ICT nor the Transmission Provider guarantees that any such upgrade will provide economic benefits to the funding customer or any other party.
  - 14.6.2. To the extent a requesting customer funds an economic upgrade in order to permit a change in the dispatch of an existing Network Resource, the Transmission Provider and the ICT shall reflect the modified dispatch in the Base Case Models for the Transmission System and in the Transmission Provider's operating guides, as applicable.
- 14.7. The ICT shall report periodically to Interested Government Agencies (but at least annually) regarding all planning activities related to economic upgrades. The ICT also shall post on the Transmission Provider's OASIS information relating to (i) each

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request for an economic planning study and (ii) responses to such requests. Such posting shall be subject to the confidentiality and CEII requirements of this Attachment K.

15. Cost Allocation

- 15.1. The costs of upgrades to the Transmission System, and the costs of upgrades incurred as part of the Regional Planning Process or the SIRPP that are allocated to the Transmission System, shall be allocated to Customers in accordance with Attachment T of the Tariff.
- 15.2. The rights of parties that pay for Supplemental Upgrades on an incremental basis shall be allocated in accordance with Attachment T of the Tariff.

16. Recovery of Planning Costs

- 16.1. The ICT shall provide the standard Customer Study Request Agreement to the customer requesting one of the following types of studies: Entergy System Study, Regional Study, or Inter-Regional Study. This Agreement shall be executed by the ICT and the customer.
- 16.2. Except as otherwise provided herein, the agreement shall obligate the customer to pay for the actual costs of the study, including any costs incurred by the ICT or Transmission Provider associated with performing their respective functions.

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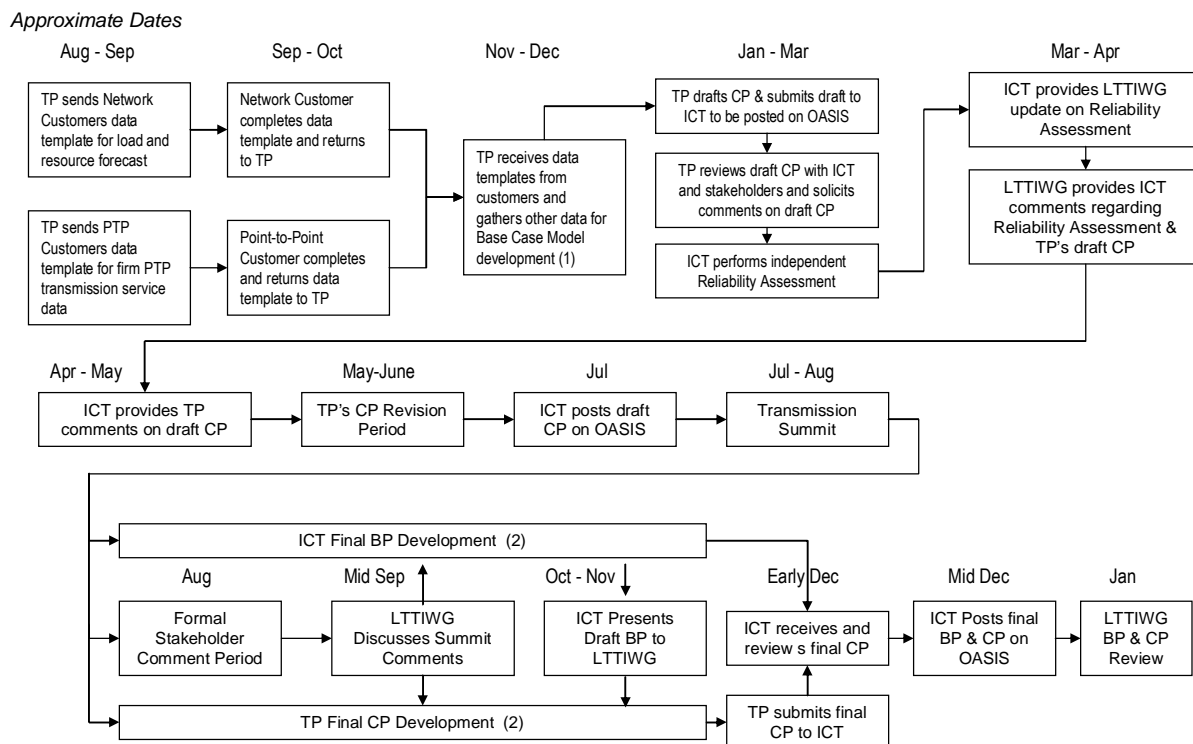
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*Appendix 1 to Attachment K*

**BASE PLAN AND CONSTRUCTION PLAN  
DEVELOPMENT PROCESS TIMELINE**



Abbreviations

TP: Transmission Provider

CP: Construction Plan

ICT: Independent Coordinator of

Transmission

BP: Base Plan

LTTIWG: Long-Term Transmission Issues

Working Group

(1) The ICT shall post quarterly updates of Base Case Models on OASIS. Stakeholders shall be provided an opportunity to comment on such updated Base Case Models.

(2) BP and CP development to also consider output from Regional and Inter-Regional Study Processes.

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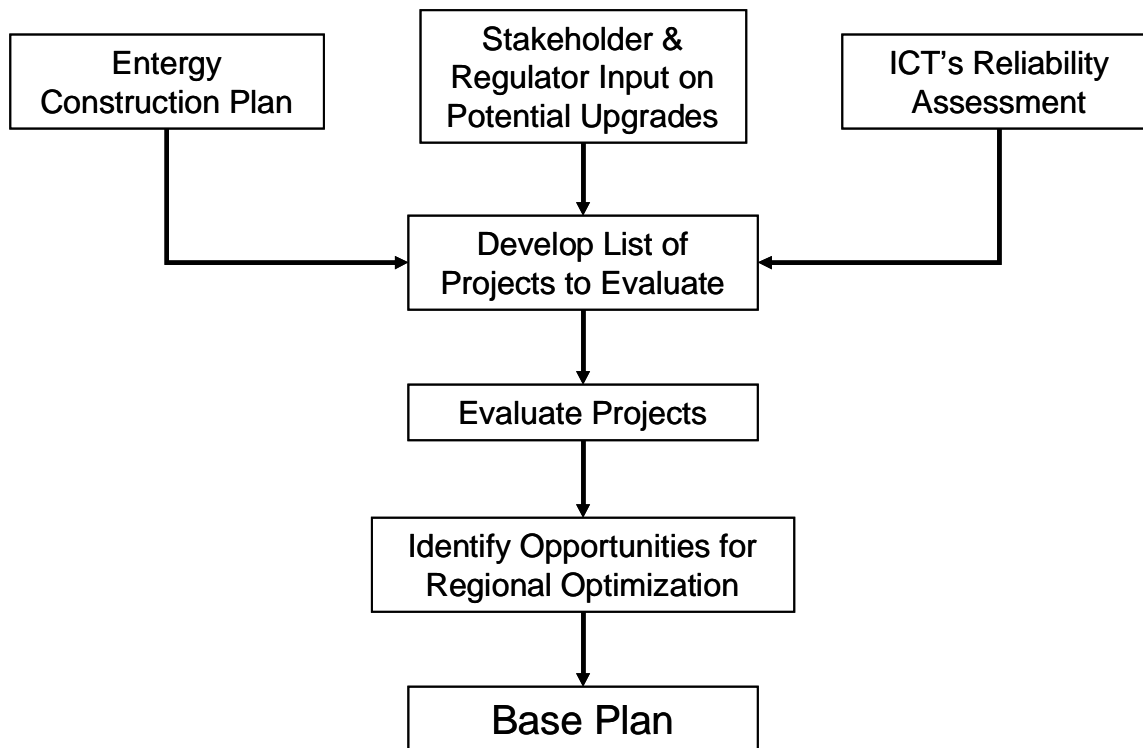
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*Appendix 2 to Attachment K*

**BASE PLAN DEVELOPMENT FLOW CHART**



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*Appendix 3 to Attachment K*

**CONFIDENTIALITY AGREEMENT**

Southwest Power Pool, Inc., as Independent Coordinator of Transmission (ICT) for the Transmission Provider, plans to make available certain Critical Energy Infrastructure Information (CEII) to your company (Recipient) related to planning models and data developed in accordance with Attachment K of the Transmission Provider's Tariff. Prior to receiving this information, the ICT requires that Recipient execute this Confidentiality Agreement (Agreement).

For the purposes of this Agreement only, "employees" include third parties retained for (i) professional advice (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) or (ii) temporary administrative, clerical or programming support. "Need to know" means that the employee requires the CEII in order to perform his or her responsibilities in connection with Recipient transacting business with the ICT or the Transmission Provider.

By executing this Agreement, Recipient is affirming that all information designated as CEII under Attachment K will be maintained in the strictest confidence and will not be disclosed to any person or entity other than its officers, directors, and employees who have a need to know, who have been advised of the confidentiality of the material, and who have agreed to be bound by the terms of this Agreement. Recipient shall take necessary precautions to prevent disclosure of the CEII to the public or any third party. Recipient agrees that the CEII will not be copied or furnished to other parties. Recipient will safeguard the CEII with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information.

CEII will be deemed the property of the ICT, the Transmission Provider, or the party providing the CEII to the ICT or the Transmission Provider (Disclosing Party). Recipient will, within ten days of a written request by the ICT, the Transmission Provider, or the Disclosing Party, (i) return all CEII to the ICT, the Transmission Provider, or the Disclosing Party or (ii) if so directed, destroy all such CEII. Recipient will also, within ten days of a written request by the ICT, the Transmission Provider, or the Disclosing Party, certify in writing that it has satisfied the obligations of such a request.

The parties agree that an impending or existing violation of any provision of this Agreement would cause the ICT, the Transmission Provider, and the Disclosing Party irreparable injury for which there would be no adequate remedy at law, and that the ICT, the Transmission Provider, and the Disclosing Party will be entitled to seek immediate injunctive relief prohibiting such violation without the posting of bond or other security, in addition to any other rights and remedies available.

No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No manufacturing or software license under any patents or copyrights of any party is granted by this Agreement or by any disclosure of CEII. No warranties of any kind are given for the CEII disclosed under this Agreement.

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This Agreement may not be assigned by Recipient without the prior written consent of the ICT, and Transmission Provider, and the Disclosing Party(ies). Any assignment in violation of this provision will be void. This Agreement will be binding upon the parties and their respective successors and assigns.

If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties intent in agreeing to this original provision. The remaining provisions of this Agreement will continue in full force and affect.

Recipient warrants that it has the authority to enter into this Agreement.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Issued by: Randall Helmick  
Vice President, Transmission

Effective: December 7, 2007

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~~September~~June 18, 2008, 1242009, 127 FERC ¶ 61,268 (~~2008~~272 (2009)).

Appendix 4 to Attachment K

**SAMPLE LOAD AND RESOURCE FORECAST DATA TEMPLATE**

Sheet 1: Contact Information

<b>Reporting Party (Company Name):</b>	
<b>Reported by:</b>	
<b>Title:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>E-Mail:</b>	

Sheet 2: Demand – System

**Historical and Projected Peak Demand**

Note: Information to be provided in this workbook will be requested in the Fall of the reporting year. Thus, "Year 1" refers to the following calendar year.

All Time Peak Demand	MW	Date
Summer		
Winter		

OPTIONAL  
REQUIRED  
REQUIRED

		MONTHLY Current Year Actual & Forecast											
Demand (MW)		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Internal Demand												
	Standby Demand												
	Total Internal Demand	0	0	0	0	0	0	0	0	0	0	0	0
	Direct Control Load Management												
	Interruptible Demand												
	Net Internal Demand	0	0	0	0	0	0	0	0	0	0	0	0

	MONTHLY Next Year Forecast											
Demand (MW)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Internal Demand												
Standby Demand												
Total Internal Demand	0	0	0	0	0	0	0	0	0	0	0	0
Direct Control Load Management												
Interruptible Demand												
Net Internal Demand	0	0	0	0	0	0	0	0	0	0	0	0

	ANNUAL Forecast (Summer)									
Demand (MW)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Internal Demand										
Standby Demand										
Total Internal Demand	0	0	0	0	0	0	0	0	0	
Direct Control Load Management										
Interruptible Demand										

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Vice President, Transmission

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September 18, 2008, 1242009, 127 FERC ¶ 61,268 (2008) 272 (2009).



### Summer Peak Forecast (Coincident)

Sheet 4: Demand by Bus (Winter)Sheet 5: Capacity

Effective: December 7, 2007

September 18, 2008, 124 (2009), 127 FERC ¶ 61,268 (2008) 272 (2009).

Sheet 6: Firm Resources

**Firm Resources**

Generator Name	PSS/E Bus #	PSSE Bus Name	PSSE Machine ID	Entergy Jurisdiction	Summer					Winter					Preferred Dispatch Order (Default)	Service Commencement Date (MO/YR)	Service End Date (MO/YR)	INSERT SEASONAL/EXAMPLE: Pre Dispatch Order (Year 1 Summ
					Pmax	Pmin	Qmax	Qmin	MW Output Owned	Pmax	Pmin	Qmax	Qmin	MW Output Owned				

Sheet 7: Firm Transactions

**Firm Transactions**

OASIS #	Customer Making Request	Point of Receipt	Point of Delivery	Source	Sink	MW Requested	MW Granted	Service	Begin	End	Status	Seller Comments	Renewal Deadline	Renewal Comments

Sheet 8: Non-Firm Resources

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 Vice President, Transmission

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~~September~~June 18, 2008, 1242009, 127 FERC ¶ 61,268 (2008) ~~272~~ (2009).

**Non-Firm Resources**

Generator Name	PSS/E Bus #	PSSE Bus Name	PSSE Machine ID	Jurisdiction	Summer					Winter					Preferred Dispatch Order	Service Commencement Date (MO/YR)	Service End Date (MO/YR)	Existing or Planned
					Pmax	Pmin	Omax	Omin	MW Output Owned	Pmax	Pmin	Omax	Omin	MW Output Owned				

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Sheet 9: Additional Information

Please insert any additional information here that would be helpful in understanding the data provided.


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Vice President, Transmission

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*Appendix 5 to Attachment K*

**SAMPLE FIRM POINT-TO-POINT TRANSACTIONS TEMPLATE**

Sheet 1: Contact Information

Reporting Party (Company Name):	
Reported by:	
Title:	
Telephone Number:	
Fax Number:	
E-Mail:	

Sheet 2: Firm Transactions

**Firm Transactions**

OASIS #	Customer Making Request	Point of Receipt	Point of Delivery	Source	Sink	MW Requested	MW Granted	Service	Begin	End	Status	Seller Comments	Renewal Deadline	Renewal Comments

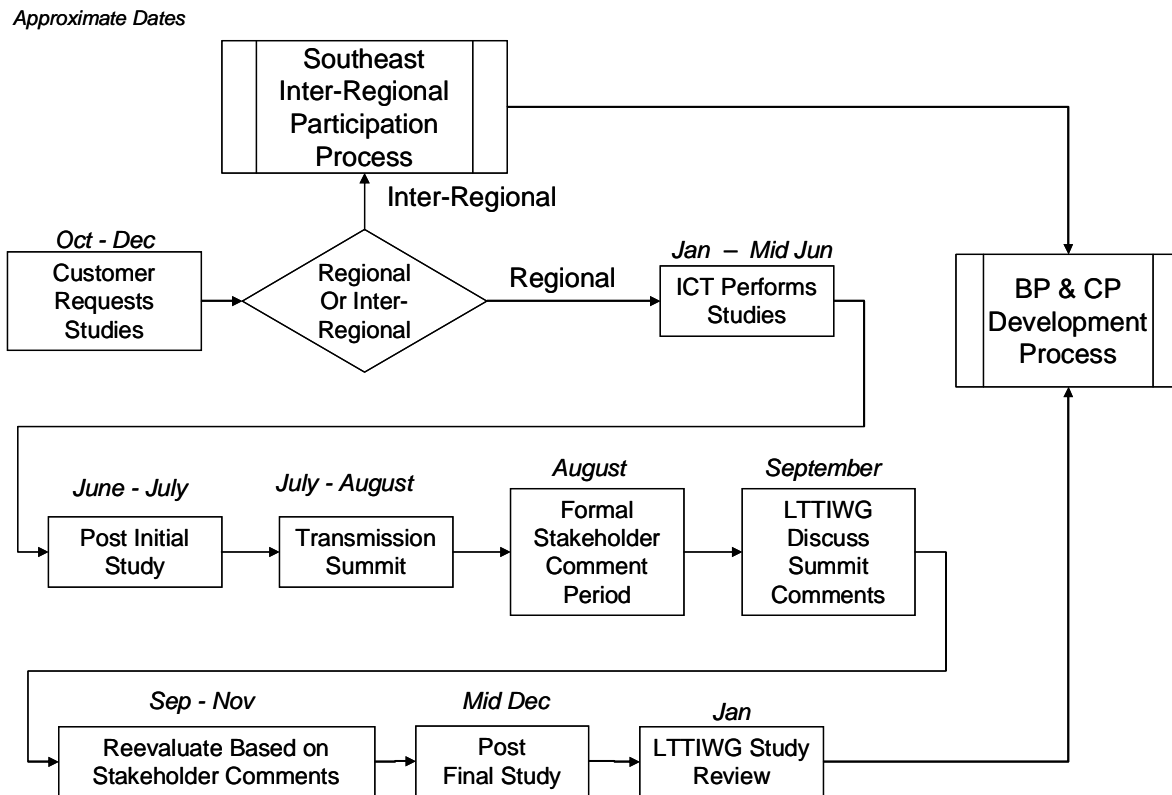
Issued by: Randall Helmick  
Vice President, Transmission

Effective: December 7, 2007

Issued on: ~~February 6~~<sup>August 17</sup>, 2009  
Filed to comply with order of the Federal Energy Regulatory Commission, Docket Nos. OA08-59-000003 and OA08-59-004, issued  
~~September~~<sup>June 18, 2008</sup>, 1242009, 127 FERC ¶ 61,268 (2008) ~~272~~ (2009).

*Appendix 6 to Attachment K*

**REGIONAL PLANNING STUDY PROCESS**



Issued by: ~~Randall Hennick~~  
 Vice President, Transmission

Effective: December 7, 2007

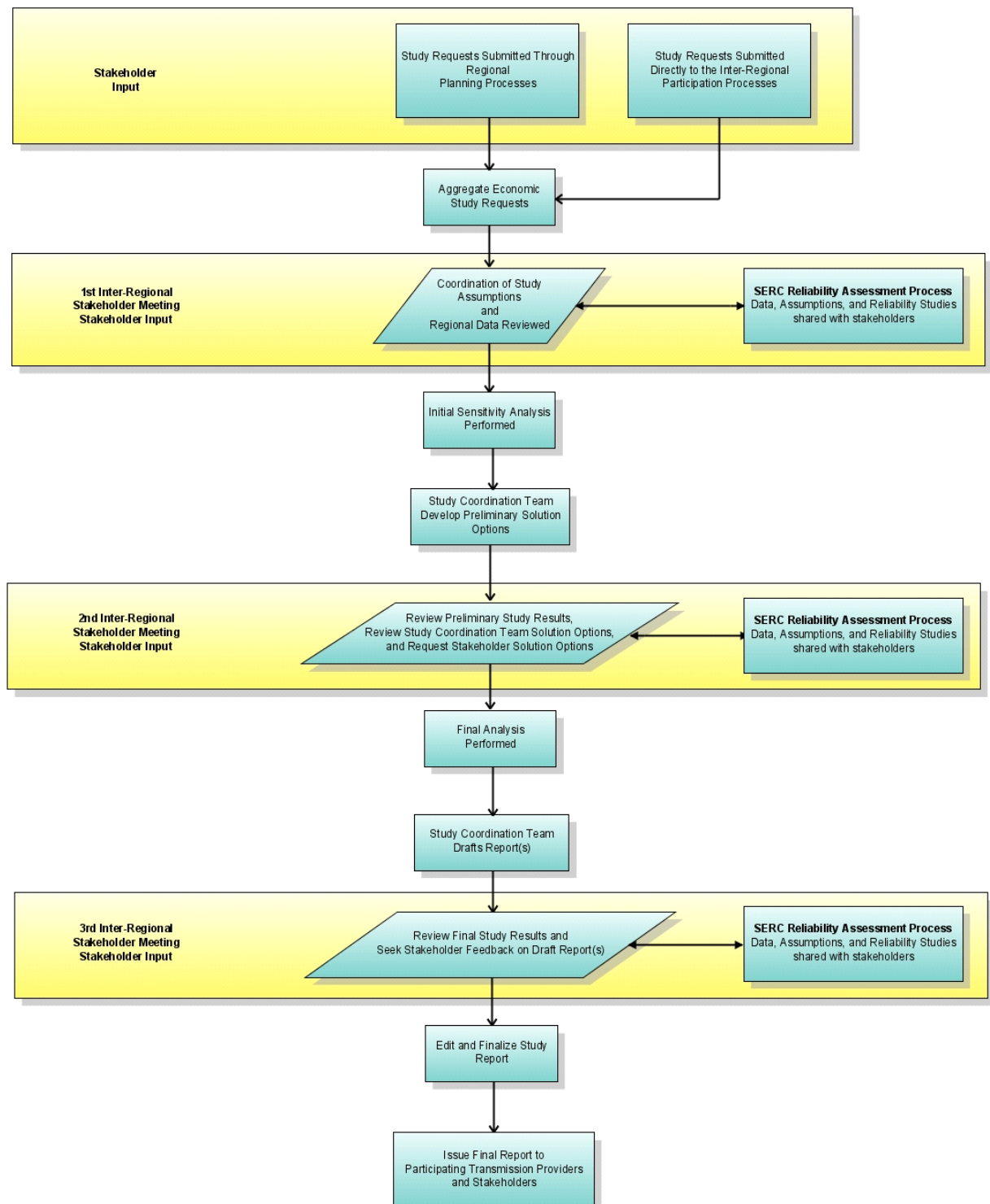
Issued on: ~~February 6~~ August 17, 2009

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~~September~~ June 18, 2008, 1242009, 127 FERC ¶ 61,268 (2008) 272 (2009).

*Appendix 7 to Attachment K*

**SOUTHEAST INTER-REGIONAL PARTICIPATION PROCESS**



Issued by: Randall Helmick  
Vice President, Transmission

Effective: December 7, 2007

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~~September~~ June 18, 2008, 1242009, 127 FERC ¶ 61,268 (2008) 272 (2009).

*Appendix 8 to Attachment K*

CONFIDENTIALITY AGREEMENT

**[Insert Party Name]** (“Provider”) plans to make available certain Critical Energy Infrastructure Information (“CEII”) to your company (“Recipient”) related to planning models and data developed in accordance with the Regional Planning Process under **[insert]** open access transmission tariff (“Tariff”). Prior to receiving this information, Provider requires that Recipient execute this Confidentiality Agreement (“Confidentiality Agreement”).

For the purposes of this Confidentiality Agreement only, “employees” include third parties retained for (i) professional advice (including, without limitation, attorneys, accountants, consultants, bankers, and financial advisors) or (ii) temporary administrative, clerical, or programming support. “Need to know” means that the employee requires the CEII in order to perform his or her responsibilities in connection with Recipient transacting business with the Provider.

By executing this Confidentiality Agreement, Recipient is affirming that all information designated as CEII under the Tariff will be maintained in the strictest confidence and will not be disclosed to any person or entity other than its officers, directors, and employees who have a need to know, who have been advised of the confidentiality of the material, and who have agreed to be bound by the terms of this Confidentiality Agreement. Recipient shall take necessary precautions to prevent disclosure of the CEII to the public or any third party. Recipient agrees that the CEII will not be copied or furnished to other parties. Recipient will safeguard the CEII with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information.

CEII will be deemed the property of the Provider or the party providing the CEII to the Provider (“Disclosing Party”). Recipient will, within ten days of a written request by the Provider or the Disclosing Party, (a) return all CEII to the Provider or the Disclosing Party or (b) if so directed, destroy all such CEII. Recipient will also, within ten days of a written request by the Provider or the Disclosing Party, certify in writing that it has satisfied the obligations of such a request.

The parties agree that an impending or existing violation of any provision of this Confidentiality Agreement would cause the Provider and the Disclosing Party irreparable injury for which there would be no adequate remedy at law, and that the Provider and the Disclosing Party will be entitled to seek immediate injunctive relief prohibiting such violation without the posting of bond or other security, in addition to any other rights and remedies available.

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Confidentiality Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Confidentiality Agreement. No manufacturing or software license under any patents or copyrights of any party is granted by this Confidentiality Agreement or by any disclosure of CEII. No warranties of any kind are given for the CEII disclosed under this Confidentiality Agreement.

Issued by: Randall Helmick  
Vice President, Transmission

Effective: December 7, 2007

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~~September~~June 18, 2008, ~~124~~2009, 127 FERC ¶ 61,268 (~~2008~~2009).



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Recipient warrants that it has the authority to enter into this Confidentiality Agreement.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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~~September~~June 18, 2008, ~~124~~2009, 127 FERC ¶ 61,268 (~~2008~~272 (2009)).

## **CERTIFICATE OF SERVICE**

## CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, DC, this 17th day of August, 2009.



Glen Bernstein