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February 6, 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. OA08-59-004

Dear Ms. Bose:

Entergy Services, Inc. ("ESI"), acting as agent for the Entergy Operating Companies¹ (ESI and the Entergy Operating Companies collectively, "Entergy"), hereby makes its compliance filing in accordance with the Commission's September 18, 2008 order in *Entergy Services, Inc.*, 124 FERC ¶ 61,268 (2008) ("September 18 Order"), and the Commission's December 17, 2008 Letter Order in *Entergy Services, Inc.*, Docket No. OA08-59-000 (Dec. 17, 2008) ("December 17 Order"). In the September 18 Order, the Commission accepted Entergy's transmission planning process included in Attachment K to Entergy's Open Access Transmission Tariff ("OATT"), as modified. As relevant here, the Commission required Entergy to address further how it will coordinate with the Southwest Power Pool, Inc. Regional Transmission Organization's ("SPP RTO") transmission owning members in order to "share system plans to ensure that they are simultaneously feasible and otherwise use consistent assumptions and data and identify system enhancements that could relieve congestion or integrate new resources." September 18 Order, 124 FERC ¶ 61,268 at P 102.

Attachment K, as filed herewith, details the process that will be used to coordinate with transmission owning members of SPP RTO and other interested transmission owners in the Entergy and SPP RTO regions (collectively referred to as the "Regional Planning Parties"). As Entergy will explain, that process is consistent

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

with the Commission's Order No. 890,² the September 18 Order, and other applicable Commission orders. The Commission therefore should accept this compliance filing without modification.

I. Background

On December 7, 2007, pursuant to Order No. 890 and the Commission's Order Extending Compliance Action Date and Establishing Technical Conferences, *Preventing Undue Discrimination and Preference in Transmission Serv.*, 120 FERC ¶ 61,103 (2007), Entergy submitted for filing its proposed Attachment K to Entergy's OATT ("December 2007 Filing"). Attachment K includes the terms and conditions pursuant to which Entergy and the Independent Coordinator of Transmission ("ICT") for the Entergy transmission system engage in transmission planning.

Entergy explained in the December 2007 Filing that, at that time, "additional details" were still required in Attachment K in order to address regional planning fully. December 2007 Filing, Transmittal Letter at 15-16. Entergy further explained that "[t]he ICT and the SPP RTO [had] engaged in discussions regarding the procedures that will be used, but further discussions [were] required." *Id.* Entergy stated that it would file updated regional planning procedures under Attachment K when the discussions with the SPP RTO were completed. *Id.*

In the September 18 Order the Commission accepted Entergy's Attachment K, effective December 7, 2007, subject to a further compliance filing to be filed within 90 days of that order. September 18 Order, 124 FERC ¶ 61,268 at P 17. Among other things, the Commission required Entergy to make a compliance filing to provide further detail regarding its proposed process for coordination with SPP RTO transmission owning members to "share system plans to ensure that they are simultaneously feasible and otherwise use consistent assumptions and data and identify system enhancements that could relieve congestion or integrate new resources." *Id.* at P 102; *see also* Order No. 890, FERC Stats. & Regs. ¶ 31,241 at P 523 (a transmission provider must coordinate with interconnected systems to (a) share system plans to ensure that they are simultaneously feasible and otherwise use consistent assumptions and data and (b) identify system enhancements that could relieve congestion or integrate new resources).

Entergy made a compliance filing to the September 18 Order on December 17, 2008 ("December 2008 Compliance Filing"). The December 2008 Compliance Filing complied with all aspects of the September 18 Order, with the exception of providing

² *Preventing Undue Discrimination and Preference in Transmission Serv.*, Order No. 890, 72 Fed. Reg. 12,266 (Mar. 15, 2007), FERC Stats. & Regs. ¶ 31,241, *order on reh'g*, Order No. 890-A, 73 Fed. Reg. 2984 (Jan. 16, 2008), FERC Stats. & Regs. ¶ 31,261 (2007), *order on reh'g*, Order No. 890-B, 123 FERC ¶ 61,299 (2008).

full detail regarding regional transmission planning with SPP RTO transmission owning members. With regard to those matters, on December 9, 2008 Entergy requested an extension until February 6, 2009 to comply with the September 18 Order, Motion of Entergy Services, Inc. for an Extension of Time, Docket No. OA08-59-000 (Dec. 9, 2008), and the Commission granted that motion in the December 17 Order.

Consistent with the December 17 Order, Entergy is making this filing to comply with the September 18 Order requirements related to regional transmission planning, namely, that Entergy provide further detail regarding its proposed process for coordinating with SPP RTO transmission owning members to (a) share system plans to ensure that they are simultaneously feasible and otherwise use consistent assumptions and data and (b) identify system enhancements that could relieve congestion or integrate new resources.

II. Discussion

As Entergy describes below, the process for coordinating with SPP RTO under Attachment K as amended is consistent with Order No. 890 standards and requirements, the September 18 Order, and other applicable Commission orders. Notably, the process for engaging in regional economic transmission studies (the "Regional Planning Process") is similar to the Southeast Inter-Regional Participation Process ("SIRPP") (as modified in the December 2008 Compliance Filing) in many respects. The Commission already has approved the SIRPP, which is the process used to perform inter-regional economic transmission studies under Entergy's Attachment K, in significant part. September 18 Order, 124 61,268 at PP 102-104.³

A. Joint Planning Committee

Under Attachment K as amended, Entergy and SPP RTO will form a Joint Planning Committee ("JPC"). The JPC will be responsible for a number of matters related to regional transmission planning and data sharing. *E.g.*, Entergy OATT, Attachment K §§ 13.1.2.2.1-13.1.2.2.8 (listing roles and responsibilities of the JPC). For example, the JPC will be responsible for providing the technical support and personnel required for the Regional Planning Process. *Id.* § 13.1.5.1.2. Also, to the extent necessary to perform customer-requested economic transmission studies across the systems of the Regional Planning Parties ("Regional Studies"), the JPC will lead the development of study assumptions, perform additional model development, perform coordination efforts with stakeholders and impacted external planning processes,

³ Entergy notes that it currently is engaged in discussions with SPP RTO regarding possible further coordination activities that go beyond the requirements of Order No. 890 and the scope of this compliance filing. Those ongoing discussions will focus on additional coordination efforts related to data sharing, transmission planning, operations, and granting of services.

develop solution options, evaluate stakeholder-suggested solution options, and develop reports submitted to stakeholders. *Id.* § 13.1.5.1.3.

The JPC will be comprised of representatives from the Regional Planning Parties in numbers and functions necessary to ensure that the JPC has the appropriate subject matter experts to perform its functions. Additionally, each Regional Planning Party will have the right, every other year, to designate the Chairperson of the JPC. The Chairperson will be responsible for the scheduling of meetings, the preparation of agendas for meetings, and the production of minutes of meetings. *Id.* § 13.1.2.1.

B. Sharing of System Plans

In Order No. 890 the Commission required each jurisdictional transmission provider to coordinate with its interconnected systems to share system plans in a manner that will help ensure such plans are simultaneously feasible and otherwise use consistent assumptions and data. Order No. 890, FERC Stats. & Regs. ¶ 31,241 at P 523; *see also* September 18 Order, 124 61,268 at P 102 (directing Entergy to submit "a further compliance filing describing in detail its process for coordinating with interconnected systems to share system plans to ensure that they are simultaneously feasible and otherwise use consistent assumptions and data").

Consistent with that requirement, under Attachment K, each Regional Planning Party will provide the other with its system plans, data, and other information as 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. Entergy OATT, Attachment K § 13.1.3.1. Further, the specific information and data that will be exchanged, and the format for that data, is specified in Attachment K. *Id.* §§ 13.1.3.1.1-13.1.3.1.10 (listing the information and data that will be shared), 13.1.3.2.1-13.1.3.2.4 (listing the format of the data that will be shared). The Regional Planning Parties will utilize the system plans, data, and other information to ensure that the applicable plans are simultaneously feasible and otherwise use consistent assumptions and data. *Id.* § 13.1.4.1. If the Regional Planning Parties determine that their approved expansion plans are not simultaneously feasible or did not use consistent data or assumptions, the JPC will attempt to identify solutions to address the discrepancies. *Id.* § 13.1.4.3.

C. Regional Studies

Under Order No. 890, economic transmission planning studies (including regional transmission studies) are initiated by customer requests. Order No. 890, FERC Stats. & Regs. ¶ 31,241 at P 547. In other words, for such economic transmission studies, the Commission's purpose was to establish a process whereby "customers may request studies that evaluate potential upgrades or other investments that could reduce congestion or integrate new resources and loads on an aggregated or regional basis[.]" *Id.* at P 544. Consistent with that order, Entergy's Attachment K now specifies the

tenns and conditions pursuant to which economic transmission studies across the systems of the Regional Planning Parties (*i.e.*, Regional Studies) will be requested and performed.

With regard to Regional Studies, revised Attachment K addresses the following:⁴

Coordinating Parties

Attachment K specifies the entities with which Entergy and the ICT will engage in regional planning, and the responsibilities of each entity in the planning process. *E.g.*, Entergy OATT, Attachment K § 13.1.1-13.1.2; *see also* September 18 Order, 124 FERC ¶ 61,268 at P 102 (Entergy must identify in Attachment K all neighboring transmission owners with which it will coordinate); Order No. 890 Transmission Planning Process Staff White Paper at 13, *Preventing Undue Discrimination and Preference in Transmission Serv.*, Docket Nos. RM05-17-000, *et at.* (Aug. 2, 2007) ("White Paper") (Attachment K should address the parties that will participate in regional planning and each party's responsibilities).

Regional Studies

Attachment K specifies the Regional Studies that will be performed. As with the SIRPP, the Regional Planning Process will include up to a total of five Step 1 and Step 2 Regional Studies annually. 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. In the event stakeholders request a Step 2 evaluation, the JPC will develop detailed cost estimates and timelines associated with the identified transmission enhancements. Entergy OATT, Attachment K § 13.1.5.2.; *see also id.* § 13.2.3 (describing the same economic studies that will be performed under the SIRPP).

In addition to identifying the types of Regional Studies that will be performed, Attachment K also specifies (a) the parties that may request such studies and (b) the process for selection of the Regional Studies to be performed. Consistent with the September 18 Order, both existing and potential customers may request Regional Studies. *E.g.*, *id.* §§ 13.1.5.3.1, 14.5; *see also* September 18 Order, 124 FERC ¶ 61,268 at P 129 (directing Entergy to revise its Attachment K to pennit existing and potential

⁴ Entergy notes that the Regional Planning Process does not independently have to comply with each of the nine planning principles the Commission adopted in Order No. 890. *E.g.*, September 18 Order, 124 FERC ¶ 61,268 at P 104; *see also* Order No. 890, FERC Stats. & Regs. ¶ 31,241 at P 84 (listing the nine Planning Principles).

customers to request economic planning studies). Specifically, a transmission customer, an eligible customer, or an interconnection customer under a Regional Planning Party's OATT may request a Regional Study under that OATT or through the applicable Regional Planning Party's stakeholder process. Entergy OATT, Attachment K § 13.1.5.3.1. Selection of the Regional Studies to be performed occurs through the stakeholder participation process outlined below. *Id.* §§ 13.1.5.4.2, 13.1.5.9.2.2.

Stakeholder Participation

Under Order No. 890, a transmission provider must "develop a planning process that facilitates regional participation" and that is "open to all interested customers and stakeholders." Order No. 890-A, FERC Stats. & Regs. ¶ 31,261 at P 226; *see also* September 18 Order, 124 FERC ¶ 61,268 at P 102 (requiring specification of the procedures for stakeholders to provide input and comment in the SIRPP). Consistent with those requirements, the Regional Planning Process is open to any interested party. Entergy OATT, Attachment K § 13.1.5.9.1. Further, each year, three stakeholder meetings will be held during which stakeholders will be able, among other things, to (a) select the Regional Studies to be performed, after all requests are presented, *id.* § 13.1.5.4.2, (b) provide comments regarding the assumptions to be used in a Regional Study, *id.*, (c) provide comments regarding the initial analyses performed by the study teams, *id.* § 13.1.5.4.3, and (d) provide comments regarding the draft regional study reports, *id.* § 13.1.5.4.4. This approach to stakeholder participation in the Regional Planning Process is similar to that used in the SIRPP. *Id.* §§ 13.2.6.1.3, 13.2.6.2.2, 13.2.6.3.2, 13.2.8.

Clustering Regional Studies

Attachment K specifies the process and criteria for stakeholders to decide to cluster Regional Studies. *Id.* § 13.1.5.3.2; *cf* September 18 Order, 124 FERC ¶ 61,268 at P 133 (addressing inter-regional clustering). This provision is similar to the provisions filed by SIRPP participants, *see* Answer of Entergy Services, Inc., Docket No. OA08-59-003 at 12-13 (Jan. 22, 2009) (addressing clustering under SIRPP), as well as with other OATT language addressing clustering that the Commission already has approved, *e.g.*, *Southern Co. Servs., Inc.*, 124 FERC ¶ 61,265 at P 92 (2008) (approving clustering provisions in the Southern Company Services, Inc. ("Southern") OATT); Southern OATT, Attachment K § 7.4 (clustering provision approved by the Commission).

Interaction Between Regional, Inter-Regional, and Entergy System Studies

The interactions between the Entergy system, regional, and inter-regional planning processes is detailed in Attachment K. *E.g.*, Entergy OATT, Attachment K §§ 9.1.2, 9.1.3, 13.5; *id.* Appendix 6. Enough detail is provided so that customers will understand where to address particular issues and the data assumptions that will be used in the different processes. *See* White Paper at 14.

Cost Allocation

In the September 18 Order, the Commission found that Entergy's proposed Attachment K partially complied with the cost allocation principle stated in Order No. 890, but that Attachment K as filed at that time did not provide the degree of certainty required by participants seeking to pursue new investment on a regional basis. September 18 Order, 124 FERC ¶ 61,268 at PP 151-152. The Commission found that it was insufficient to state in Attachment K that costs will be allocated in accordance with applicable study processes or by separate agreement among the relevant parties, and directed Entergy to identify the methodologies that will be used for allocating costs for projects developed in response to the regional (and inter-regional) planning processes. *Id.* at P 152.

As required under the September 18 Order, Entergy has amended Attachment K to provide that, as between the Regional Planning Parties, the costs for projects developed under the Regional Planning Process initially will be allocated to the party that constructs such facilities. Such costs then will be further allocated in accordance with the terms of Attachment T to Entergy's OATT or the cost allocation provisions of the SPP RTO OATT, as applicable. Entergy OATT, Attachment K §§ 13.1.5.8, 15. Consistent with Attachment T, Entergy will not proceed with an upgrade identified in the Regional Planning Process unless a customer under the OATT, Entergy's Energy Management Organization, or another interested party enters into binding arrangements to fund the upgrade. *Id.* §§ 13.1.5.5, 13.5.1. Entergy notes in this regard that in Order No. 890-A the Commission clarified that a transmission provider is not obligated to construct facilities identified in the planning process, *e.g.*, Order No. 890-A, FERC Stats. & Regs. ¶ 31,261 at P 251, and these standards are the same as those that apply to other economic upgrades, Entergy OATT, Attachment K § 14.6.1.

D. Access to, and Treatment of, Data

Attachment K specifies the availability and treatment of data under the regional process, including access to confidential data and Critical Energy Infrastructure Information ("CEII"). *Id.* §§ 13.1.5.9.4-13.1.5.9.8, 13.1.6; *see also* September 18 Order, 124 FERC ¶ 61,268 at P 134 (addressing access to data under SIRPP). Again, these provisions are similar to the SIRPP, *see* Entergy OATT, Attachment K § 13.2.8, as well as other transmission providers' OATTs, *e.g.*, SPP RTO OATT, Attachment 0 § X(7)(d) (including the same language as the language included in Section 13.1.5.9.7.2 of Attachment K to Entergy's OATT); *Southwest Power Pool, Inc.*, 124 FERC ¶ 61,028 at PP 19,32 (2008) ("We find that SPP [RTO] complies with [the openness] principle... [in part because] SPP [RTO] has developed and incorporated the requisite CEII and confidentiality provisions").

In the September 18 Order, the Commission found that stakeholders should have an appropriate amount of time to review information in advance of meetings of the stakeholder group. September 18 Order, 124 FERC ¶ 61,268 at P 133. Attachment K

complies with that requirement by requiring reasonable efforts to ensure availability of information at least 10 calendar days in advance of stakeholder meetings. Entergy OATT, Attachment K § 13.1.5.4.1 (liThe JPC will use reasonable efforts to make ... information available at least 10 calendar days prior to the particular [stakeholder meeting. "]; *see also* Southern OATT, Attachment K §§ 3.5(3), 3.5(5), 3.5(6), 7.6(5), 7.6(6) (identical provision approved by the Commission); *Southern*, 124 FERC ¶ 61,265 at P 22 (approving provisions).

E. Dispute Resolution Procedures

Consistent with the September 18 Order, Attachment K now includes dispute resolution mechanisms to resolve substantive and procedural disputes that arise during regional transmission planning activities. *See* September 18 Order, 124 FERC ¶ 61,268 at P 136 (Entergy required to establish a mechanism for resolving disputes). Under Attachment K as amended, the dispute resolution mechanisms that apply to disputes regarding regional transmission planning are based on the parties to a particular dispute:

- A detailed, five-step process for dispute resolution applies to disputes between the Regional Planning Parties. Entergy OATT, Attachment K § 13.1.7.3.
- A dispute between a stakeholder and a Regional Planning Party will be addressed under the dispute resolution procedures in the Regional Planning Party's OATT. *Id.* § 13.1.7.1.
- A dispute between stakeholder parties other than Regional Planning Parties should be resolved using the Commission's alternative means of dispute resolution. *Id.* § 13.1.7.2.

III. Additional Filing Requirements and Information

A. Documents Submitted With This Filing

This filing consists of this letter and the following attachments, which have been prepared consistent with Order No. 890 and the September 18 Order:

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

Entergy notes that Attachment K filed with the December 2008 Compliance Filing includes a typographical error in the reference to the September 18 Order that is included in the footer to the Attachment. Given that the footer's reference to the September 18 Order applies to this filing as well, Entergy is filing a complete, corrected version of Attachment K as Second Substitute Original Sheets.

B. Compliance with Order No. 714

In accordance with Order No. 714, *Electronic Tariff* 124 61,270 (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: Sections 2.4, 2.10, 2.13, 2.14, 2.16, 2.19, 2.20, and 2.23.
- Data Sharing and Regional Planning Process: Sections 13.1.1-13.1.7.
- Other Provisions: Section 14.5 and Appendix 8.

A redlined version of Attachment K is attached hereto.

C. Service and Filing Requirements

Copies of this letter and all enclosures are being served on all parties in the instant proceeding.

D. Other Matters

In an Answer filed in this proceeding on January 22, 2008, Entergy stated that it "agrees that before it files updated regional planning procedures, those procedures will need to be discussed with affected stakeholders." Answer of Entergy Services, Inc., Docket No. OA08-59-000 at 18 (Jan. 22, 2008) ("January 2008 Answer"). The ICT provided a brief update of the coordination efforts with SPP RTO to the ICT Stakeholder Policy Committee. However, because the negotiations with SPP RTO were concluded only recently, the Regional Planning Process and data sharing with SPP RTO have not been discussed with affected stakeholders as contemplated in the January 2008 Answer. Entergy therefore intends to request that the ICT convene a conference call of the Long-Term Transmission Issues Working Group--the ICT stakeholder working group that addresses Entergy's long-term transmission expansion planning process--to discuss those matters. Entergy will ask the ICT to hold such call sufficiently in advance of the date that comments and protests will be due on this compliance filing so that all interested parties will have an adequate opportunity to address those discussions in any comments they file.

It is Entergy's understanding that under SPP RTO's OATT structure, SPP RTO utilizes separate agreements to implement regional planning. That structure differs from Entergy's OATT. To accommodate the SPP RTO OATT structure, Entergy agreed to enter into an Agreement to Implement Principles Governing Regional Planning with SPP RTO. It is Entergy's understanding the SPP RTO will file that agreement with the Commission as a Rate Schedule. As provided in that agreement, consistent with Entergy's OATT structure, Entergy is amending its OATT to include the terms and

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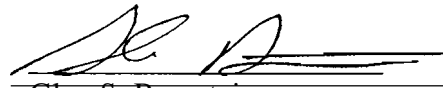
conditions agreed to by Entergy and SPP RTO. Entergy notes that this is a similar approach to the one used by SIRPP participants.

IV. Conclusion

In this filing Entergy has made revisions to the regional planning requirements of Attachment K that comply with the requirements of Order No. 890, the September 18 Order, and other applicable orders. The Commission thus should accept this compliance filing.

Respectfully submitted,

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ATTACHMENT K
(CLEAN VERSION)

ATTACHMENT K

Transmission Planning Process

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

Issued by: Randall Helmick
Vice President, Transmission

Effective: December 7, 2007

Issued on: February 6, 2009

- 2.2. Base Plan means the plan developed pursuant to Section 7 herein.
- 2.3. Base Plan Upgrades is as defined in Attachment T of the Tariff.
- 2.4. 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. 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. Construction Plan means the plan developed pursuant to Section 6 herein.
- 2.7. 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. Inter-Regional Participating Transmission Owners means transmission owners participating in the Southeast Inter-Regional Participation Process.
- 2.9. Inter-Regional Study is as defined in Section 14.5 of this Attachment K.
- 2.10. Joint Planning Committee or JPC is as defined in Section 13.1.2.1 of this Attachment K.
- 2.11. 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 things, the Transmission Provider's long-term transmission expansion planning process, or a successor stakeholder group thereto.

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- 2.12. 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. Regional Participant is a participant in the LTTIWG or the TWG.
- 2.14. Regional Planning Parties is as defined in Section 13.1.1 of this Attachment K.
- 2.15. Regional Planning Process is the planning process conducted in accordance with Section 13.1 of this Attachment K.
- 2.16. Regional Study is an economic transmission planning study conducted in accordance with Section 13.1.5 of this Attachment K.
- 2.17. 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. Southeast Inter-Regional Participation Process Stakeholder Group is the forum through which stakeholders will participate in the Southeast Inter-Regional Participation Process.
- 2.19. 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. Supplemental Upgrades is as defined in Attachment T of the Tariff.
- 2.22. Transmission Planning Summit is as defined in Section 9.1.3 of this Attachment K.
- 2.23. 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.

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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.

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 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

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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

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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 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, 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.

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7.2. The Base Plan development process shall be performed consistent with the timeline included as Appendix I, 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.

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

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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. 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.

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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.

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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.

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.

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- 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.
- 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.
- 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.

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10.2.2. The ICT shall post such additional information, including IOEV 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 CEI 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 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 CEI 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 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.

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- 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 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 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.

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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.

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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 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.

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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 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 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.

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- 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.
- 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;

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- 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, 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:

- 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 ten (10) year load forecasts as well as all critical assumptions that are used in the development of the applicable party's models.

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- 13.1.3.1.3. Access to detailed power flow 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 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 contingency events 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. 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, and (e) all related applications for regulatory approvals and the status thereof. Such information shall be provided annually and as changes in status occur.
- 13.1.3.1.8. Information regarding long-term firm transmission services on all relevant interfaces.
- 13.1.3.1.9. Each Regional Planning Party'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

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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 (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 the JPC, which shall then attempt to 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.

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- 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 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

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enhancements to resolve the identified constraints. A Step I 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) may request a Regional Study under the applicable Regional Planning Party's transmission tariff, through the LTTIWO, or through the TWO.
- 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. 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 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.

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- 13.1.5.4.2. At the first 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 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 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 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.

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

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- 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 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.

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- 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 executes a Confidentiality Agreement in the form of Appendix 8 hereto.
- 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.

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- 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 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

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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

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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

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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 IeT 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 Inter-Regional Studies are similar in nature and the Participating Transmission Owners conclude that clustering of such requests and studies is appropriate, the Participating Transmission Owners may, following communications with the Southeast Inter-Regional Participation Process Stakeholder Group ("SIRPPSG"), cluster those studies.

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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 30 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:

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- 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 Inter-Regional Participating Transmission Owners, where applicable;
 - 13.2.8.2.2. the SIRPPSG member is to have a current SERC confidentiality agreement in place;
 - 13.2.8.2.3. the SIRPPSG member is to have a current Southeast Inter-Regional Participation Process confidentiality agreement in place;

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- 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. 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.
- 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.

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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 CEIL.

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.

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- 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 CEI 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 CEI 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 (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. 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.

14.5.3. 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. 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.

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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.

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

15. Cost Allocation

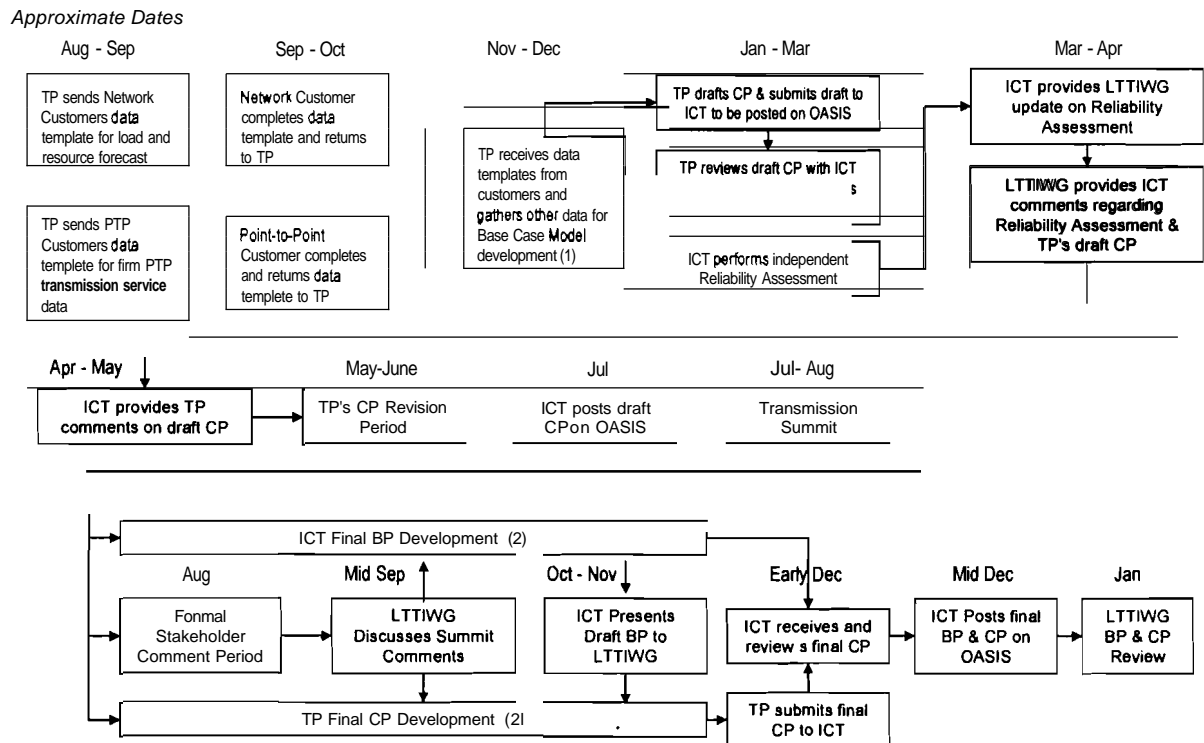
- 15.1. The costs of upgrades to the Transmission System, and the costs of upgrades incurred as part of the Regional Planning Process or the SIRPP that are allocated to the Transmission System, shall be allocated to Customers in accordance with Attachment T of the Tariff.
- 15.2. The rights of parties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

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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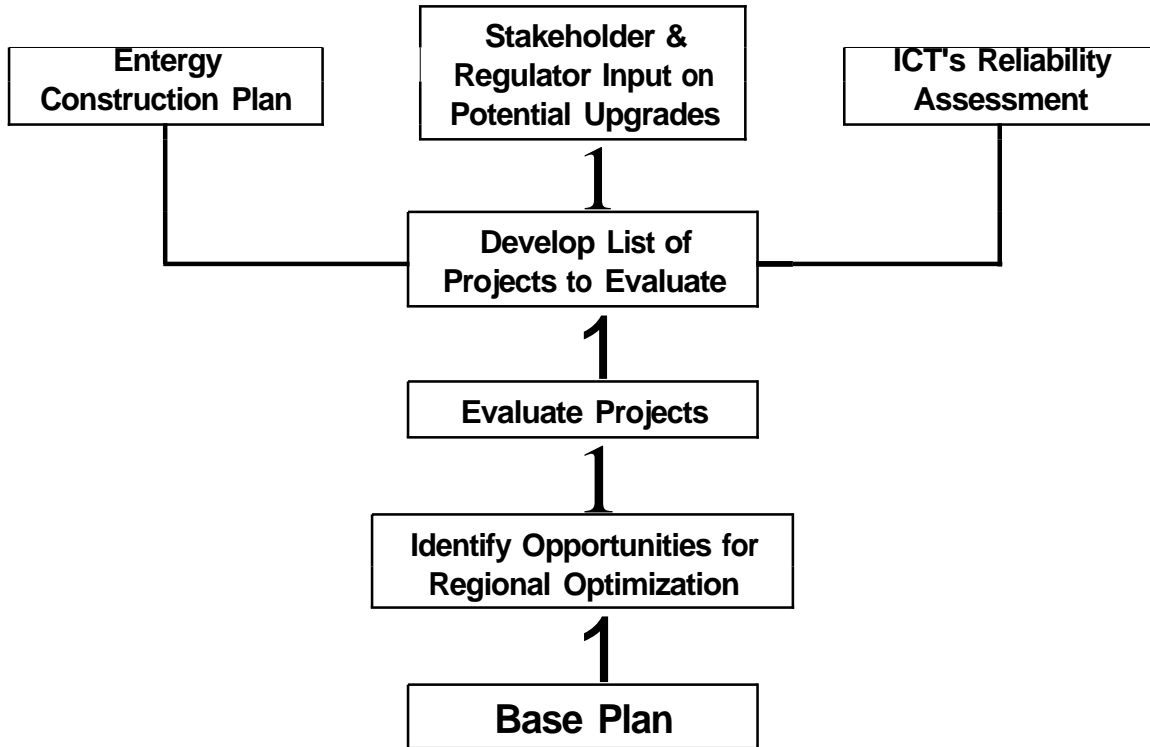
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Appendix 2 to Attachment K

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

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

Sheet 2: Demand - System

Historical Projected Peak Demand

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

| Peak Demand | MW | Date |
|-------------|----|------|
| Summer | | |
| Winter | | |

OPTIONAL
REQUIRED
REQUIRED

| | MONTHLY | | | | | | | | | | | |
|--------------------------------|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | Current Year Actual & Forecast | | | | | | | | | | | |
| | 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 | | | | | | | | | | | |
| Oemand | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | S | Oct | Nov | Dec |
| | Internal | | | | | | | | | | | | |
| | Standb | | | | | | | | | | | | |
| | Oemand | | | | | | | | | | | | |
| | Total Internal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 |
| | Direct Control Load Managemen | | | | | | | | | | | | |
| | Int.ml dble Demand | | | | | | | | | | | | |
| | Net Int.mal Demand | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 |

| ANNUAL | | | | | | | | | | |
|--------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Forecast (Summer) | | | | | | | | | | |
| | 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 | | |
| Direct Control Load Management | | | | | | | | | | |
| Interruptible Demand | | | | | | | | | | |

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Sheet 3: Demand by Bus (Summer)

Summer Peak Forecast (Coincident)

Basis of Coincident Peak Data (Date, Time)

Reporting Year

Ambient Temperature Assumption (°F)

Note: Entergy assumes a 96°F ambient temperature when modeling summer peak loading conditions.

| | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) | (m) | (n) | (o) | (p) | (q) | (r) | (s) | (t) | (u) |
|-------|--|---|--------|-----|--------|--------|-----|--------|--------|-----|--------|--------|-----|--------|--------|-----|--------|--------|-----|--------|
| | | | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | Year 6 | | |
| Bus # | Point of Delivery (Entergy Station Name) If Applicable | Point of Delivery (Customer Station Name) If Applicable | Power | | | Power | | | Power | | | Power | | | Power | | | Power | | |
| | | | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor |

Sheet 4: Demand by Bus (Winter)

Winter Peak Forecast (Coincident)

Basis of Coincident Peak Data (Date, Time)

Reporting Year

Ambient Temperature Assumption (°F), if available, or seasonal scaling factor

| | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) | (m) | (n) | (o) | (p) | (q) | (r) | (s) | (t) | (u) | (v) |
|--|--|---|----------|-----|--------|----------|-----|--------|----------|-----|--------|----------|-----|--------|----------|-----|--------|----------|-----|--------|-----|
| | | | Year 1/2 | | | Year 2/3 | | | Year 3/4 | | | Year 4/5 | | | Year 5/6 | | | Year 6/7 | | | |
| | Point of Delivery (Entergy Station Name) If Applicable | Point of Delivery (Customer Station Name) If Applicable | Power | | | Power | | | Power | | | Power | | | Power | | | Power | | | |
| | | | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW |

Sheet 5: Capacity

Projected

| Report Info | 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 11 | Yr 12 | Yr 13 | Yr 14 | Yr 15 | Yr 16 | Yr 17 | Yr 18 |
| Existing firm resources within Entergy CA | | | | | | | | | | | | | | | | | | |
| Firm long-term transactions from resources outside Entergy CA (with assumed rollover rights) | | | | | | | | | | | | | | | | | | |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Existing non-firm resources within Entergy CA | | | | | | | | | | | | | | | | | | |
| Committed planned resources | | | | | | | | | | | | | | | | | | |
| Total Non-Firm Resources | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Resources | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

VALIDATION CHECK:
SUM OF CAPACITY >= DEMAND?
Yr 11: YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES YES
peak load should be less than available resources.

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Sheet 6: Firm Resources

Firm Resources

| Gen'l Name | PSS/E Bus # | PSSE Bus Name | PSSE Machine ID | Entelgy Jurisdiction | Summer | | | | MW Output Owed | Winter | | | | MW Output Owed | Preferred Dispatch Order | Service Commencement Date (M/O/YR) | Service End Date (M/O/YR) | EXAMPLE Dispatch NULL S |
|------------|-------------|---------------|-----------------|----------------------|--------|------|------|------|----------------|--------|------|------|------|----------------|--------------------------|------------------------------------|---------------------------|-------------------------|
| | | | | | Pmax | Pmin | Omax | Omin | | Pmax | Pmin | Omax | Omin | | | | | |

Sheet 7: Firm Transactions

Firm Transactions

| OASIS # | Contract Name | Point of Receipt | Point of Delivery | SO | Ult. Sink | MW Granted | Service Start | Service End | Status | Renewal Commence | Renewal Deadline |
|---------|---------------|------------------|-------------------|----|-----------|------------|---------------|-------------|--------|------------------|------------------|
|---------|---------------|------------------|-------------------|----|-----------|------------|---------------|-------------|--------|------------------|------------------|

Sheet 8: Non-Firm Resources

Non-Firm Resources

| Gen'l Name | PSS/E Bus # | PSSE Bus Name | PSSE Machine ID | Jurisdiction | Summer | | | | MW Output Owed | Winter | | | | MW Output Owed | Preferred Dispatch Order | Service Commencement Date (M/O/YR) | Service End Date (M/O/YR) | Existing or Planned |
|------------|-------------|---------------|-----------------|--------------|--------|------|------|------|----------------|--------|------|------|------|----------------|--------------------------|------------------------------------|---------------------------|---------------------|
| | | | | | Pmax | Pmin | Omax | Omin | | Pmax | Pmin | Omax | Omin | | | | | |

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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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| |
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| |
| |

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Appendix 5 to Attachment K

SAMPLE FIRM POINT-TO-POINT TRANSACTIONS TEMPLATE

Sheet 1: Information

| | |
|----------------------------|--|
| Reporting Company Name: | |
| by: | |
| Title: | |
| Telephone Number: | |
| Number: | |
| E-Mail: | |

Sheet 2: Firm Transactions

Firm Transactions

| OASIS # | Contract Making Request | Point of Recl't | Point of Delivery | Source | Sink | MW | MW | Service Begin | End | St. Itus | Seller Comments | Renewal Deadline |
|---------|-------------------------|-----------------|-------------------|--------|------|----|----|---------------|-----|----------|-----------------|------------------|
|---------|-------------------------|-----------------|-------------------|--------|------|----|----|---------------|-----|----------|-----------------|------------------|

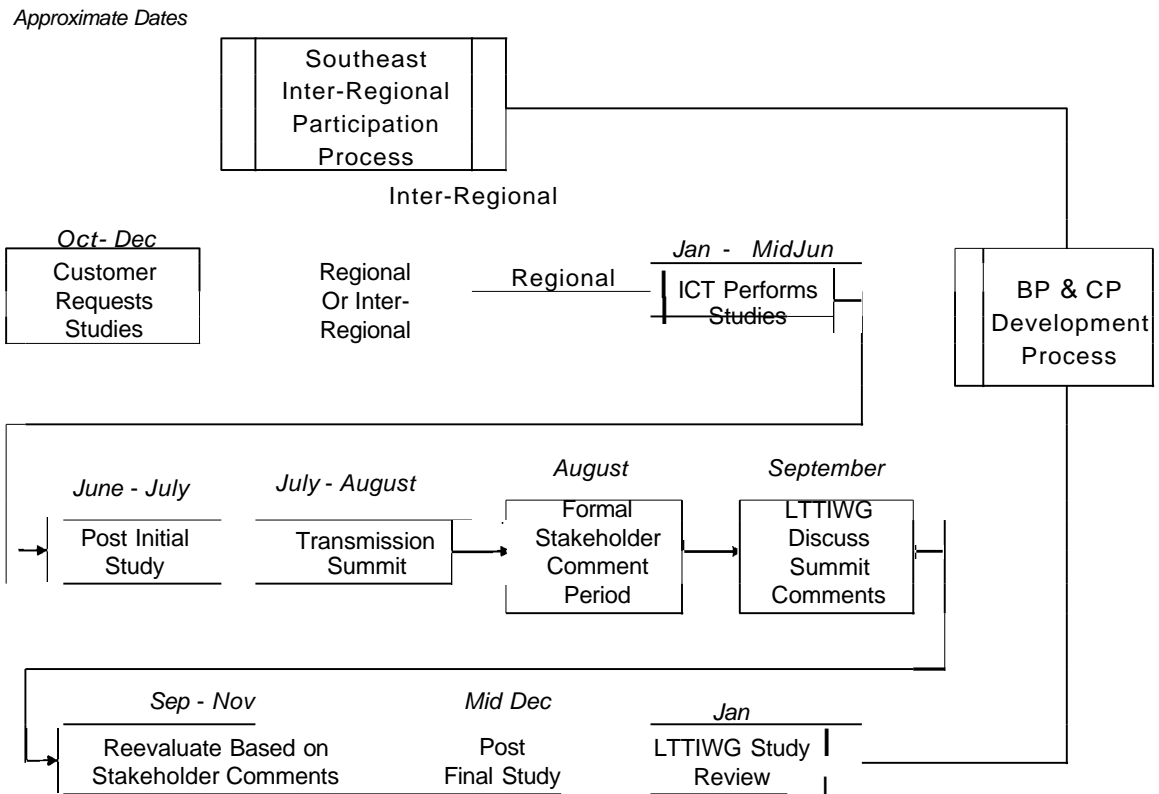
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Appendix 6 to Attachment K

REGIONAL PLANNING STUDY PROCESS



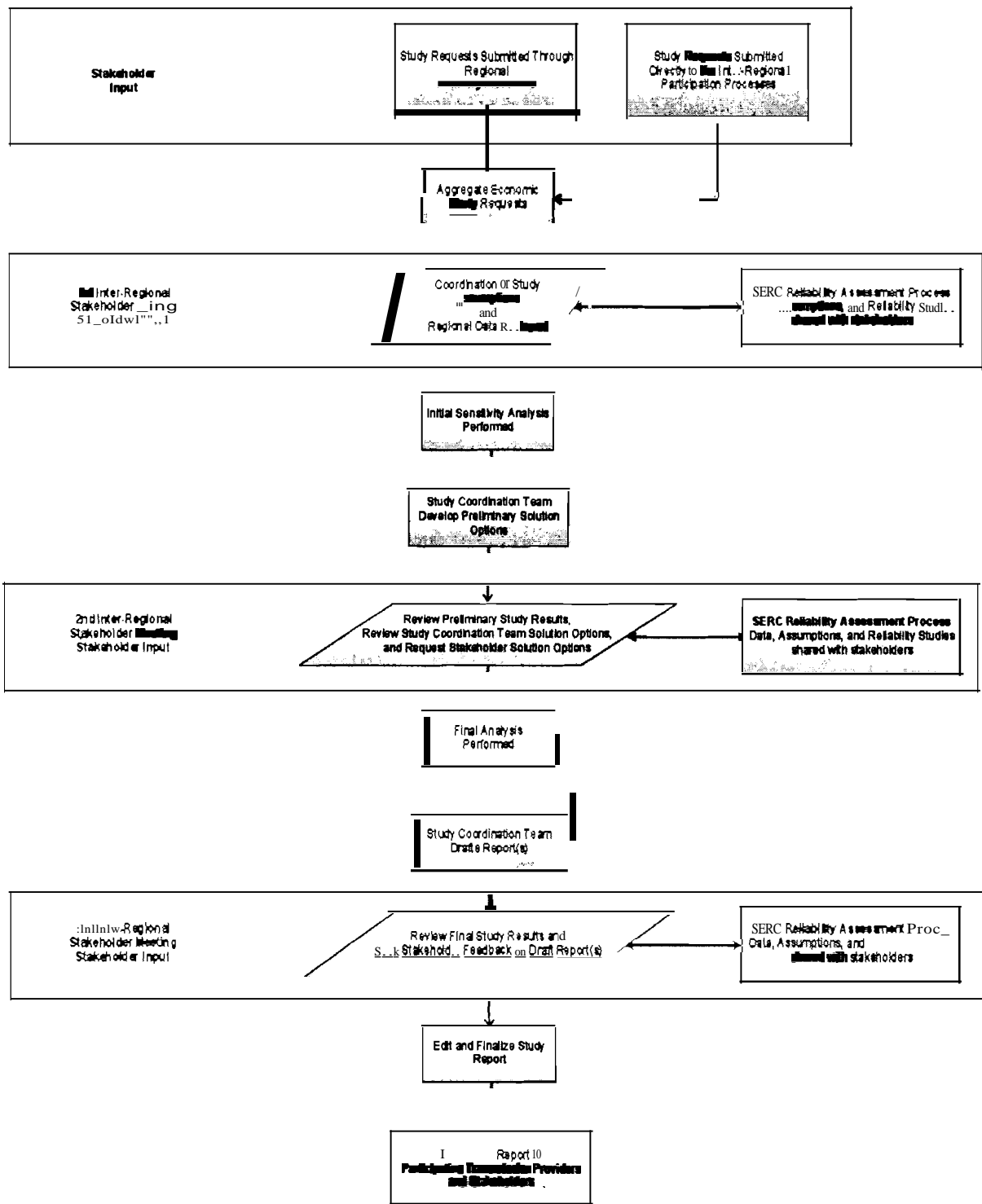
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Appendix 7 to Attachment K

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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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:

By: _____ Company
Name: _____
Title: _____

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ATTACHMENT K
(REDLINED VERSION)

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

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- 2.2. Base Plan means the plan developed pursuant to Section 7 herein.
- 2.3. Base Plan Upgrades is as defined in Attachment T of the Tariff.
- 2.4. ~~CEI~~ means information ~~that~~ qualifies as Critical Energy Infrastructure Information under 18 C.P.R. § 388.113 or successor regulations. ~~Or CEI 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. 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: availed costs and system incremental costs.
- 2.6. Construction Plan means the plan developed pursuant to Section 6 herein.
- 2.7. 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. Inter-Regional Participating Transmission Owners means transmission owners participating in the Southeast Inter-Regional Participation Process.
- 2.9. Inter-Regional Study is as defined in Section 14.5 of this Attachment K.
- 2.10. Joint Planning Committee Or JPC is as defined in Section 13.1.2.1 of this Attachment K.

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- 2.11. ~~2.10.~~ 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 things, the Transmission Provider's long-term transmission expansion planning process, or a successor stakeholder group thereto.
- 2.12. ~~2.11.~~ 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. Regional Participant is a participant in the LTTIWG or the TWG.
- 2.14. ~~2.12.~~ Regional Coordinating Planning Parties is as defined in Section ~~13.1~~ 13.1.1 of this Attachment K.
- 2.15. ~~2.13.~~ Regional Planning Process is the planning process conducted in accordance with Section 13.1 of this Attachment K.
- 2.16. ~~2.14.~~ Regional Study is as defined in Section ~~14.5~~ an economic transmission planning study conducted in accordance with Section 13.1.5 of this Attachment K.
- 2.17. ~~2.15.~~ 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. ~~2.16.~~ Southeast Inter-Regional Participation Process Stakeholder Group is the forum through which stakeholders will participate in the Southeast Inter-Regional Participation Process.
- 2.19. 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. ~~2.17.~~ Supplemental Upgrades is as defined in Attachment T of the Tariff.
- 2.22. ~~2.18.~~ Transmission Planning Summit is as defined in Section 9.1.3 of this Attachment K.
- 2.23. TWG is SPP's Transmission Working Group, or a successor stakeholder group thereto.

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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.

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 be made effective until at least one such stakeholder meeting has been

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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

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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 I, 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.

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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.

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. 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

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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.

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- 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.

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- 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.
- 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.

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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.
- 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.
- 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

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facilitate 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 CEI 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 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 CEI 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

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shall be provided in sufficient detail to facilitate 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 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.

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- 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

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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 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. 13.1.1. The ICT shall coordinate with the Southwest Power Pool Regional Transmission Organization and its respective members--which include the Transmission Provider's immediate

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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 CoordiAatiAgPlanning Parties")-~~ to:

13.1.1.1.1.13.1.1.1. share system plans to ensure that they are simultaneously feasible and otherwise use consistent assumptions and data;

13.1.1.1.2.13.1.1.2. address requests for Regional Studies submitted in accordance with Section 14.5 of this Attachment K;

13.1.1.1.3.13.1.1.3. identify any opportunities for regional optimization of the Construction Plan with the construction plans of the Regional CoordiAatiAgPlanning 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 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. 13.1.2. Other transmission owners in the Entergy or ~~Southwest~~ Power Pool regioASPP regions also may participate in the regional planning process as Regional CoordiAatiAgPlanning Parties.

13.1.1.3. 13.1.3. ~~The regioAal planning process~~ The Regional Planning Process shall be performed consistent with the timeline included as Appendix 6 to this Attachment K.

13.1.104. 13.1.4. The Regional planningPlanning Process shall be subject to provisions for the protection of Confidential Information and CEII under this Attachment K.

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13.1.1.5. 13.1.5. 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 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 year, 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.

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:

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~~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, 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 fa) 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;

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 ten (10) year load forecasts as well as all critical assumptions that are used in the development of the applicable party's models.

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

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- 13.1.3.1.4. The status of expansion studies, system impact studies, and generation interconnection 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 Ca) lists of all single contingency events and Cb) 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. Such information shall include Ca) estimated completion dates, Cb) project mobilization schedules, Cc) the likelihood that a system enhancement will be completed, Cd) whether/when the system enhancement should be included in system expansion studies, system impact studies, and generation interconnection studies, and ee) all related applications for regulatory approvals and the status thereof. Such information shall be provided annually and as changes in status occur.
- 13.1.3.1.8. Information regarding long-term firm transmission services on all relevant interfaces.
- 13.1.3.1.9. Each Regional Planning Party'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.

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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 PSSfE format. To the extent practical, short-circuit data initially will be exchanged in PSSfE 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 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.

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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 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 I and Step 2 Regional Studies annually.

13.1.5.2.2. A Step I 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.

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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) may request a Regional Study under the applicable Regional Planning Party's transmission tariff, through the LTTIWO, or through the TWO.

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. 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 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.

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13.1.5.4.2. At the first 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

13.1.5.4.2.1. 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 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 final izes its analyses and drafts Regional Study reports, the JPC will conduct the third 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. 13.1.6. 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.t. 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

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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.

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

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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
purnoses 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 CEIL and other Confidential
Information is Protected.

13.] 5.9.6. The Process for obtaining CEIL 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.] 5.9.6.1. the Regional Participant must request
and obtain from the Commission the
applicable FERC Form No. 715 data
(that includes CEIL 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.

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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' websitesj

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 fa) determine security constrained unit commitment or economic dispatch of resources or fb) 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

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any breach Of this SectiQn 13.1,6.2 by its emplQyees, its agents, its subcQntractQrs, and its subcQntractQrs' emplQyees and agents.

- 13.1.6.3. This QbligatiQn Qf cQnfidentiality shall nQt extend tQ data and infQrmatiQn that, at nQ fault Qf a recipient RegiQnal Planning Party, is Qr was: (a) in the public dQmain Qr generally available Qr knQwn tQ the public; (b) disclQsed tQ a recipient by a nQn-RegiQnal Planning Party whQ had a legal right tQ dQ SQ; (c) independently develQped by a RegiQnal Planning Party Qr knQwn tQ such RegiQnal Planning Party priQr tQ its disclQsure hereunder; and (d) which is required tQ be disclQsed by subpQena, law, Qr Qther directive Qf an Interested GQvernment Agency.
- 13.1.6.4. Except as may be required by subpQena Qr Qther cQmpulsQry prQcess, infQrmatiQn designated as CELL shall be made available tQ a party Qnly after such party executes a CQnfidentiality Agreement in the fQrm Qf Appendix 8 heretQ.
- 13.1.6.5. UpQn receipt Qf a subpQena Qr Qther cQmpulsQry process fQr the disclQsure Qf CQnfidentialInfQrmatiQn Qr CELL, the RegiQnal Planning Party receiving such subpQena Qr Qther cQmpulsQry prQcess shall prQmptly nQtify the RegiQnal Planning Party that supplied the applicable data. shall furnish all reasQnable assistance requested by the supplying RegiQnal Planning Party tQ prevent disclQsure, and shall nQt release the data until the supplying RegiQnal Planning Party prQvides written CQnsent Qr until the supplying RegiQnal Planning Party's legal QptiQns are exhausted. UpQn request frQm an Interested GQvernment Agency fQr CQnfidential InfQrmatiQn Qr CELL, such CQnsent may nQt be unreasQnably withheld if the Interested GQvernment Agency agrees tQ maintain cQnfidentiality with a prQtective Order Qr Qther procedure(s) Qf the agency fQr protecting CQnfidential InfQrmatiQn Qr CELL.
- 13.1.6.6. Each RegiQnal Planning Party shall prQtect CQnfidential InfQrmatiQn and CELL frQm disclQsure, disseminatiQn, Qr publicatiQn. Regardless Qf whether a RegiQnal Planning Party is subject tQ the jurisdictiQn Qf the CQmmissiQn under the Federal PQwer Act. and regardless Qf whether a RegiQnal Planning Party is an RTO, each RegiQnal Planning Party agrees tQ restrict access tQ all CQnfidential InfQrmatiQn and CELL tQ Qnly thQse perSQns authQrized tQ view such infQrmatiQn: (a) by the CQmmissiQn's Standards Qf CQnduct. 18 C.F.R. Part 358 Qr, if mQre restrictive, (b)

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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 CEIL 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 CEIL. 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 CEIL 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 CEIL

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

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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

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(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.

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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 leT 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 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.

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- 13.2.3.4. If two or more Inter-Regional Studies are similar in nature and the Participating Transmission Owners conclude that clustering of such requests and studies is appropriate, the Participating Transmission Owners may, following communications with the Southeast Inter-Regional Participation Process Stakeholder Group ("SIRPPSG"), cluster those studies.
- 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.

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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 Inter-Regional Participating Transmission Owners and stakeholders.

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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 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

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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.

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- 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 Inter-Regional Participating Transmission Owners, where applicable;
 - 13.2.8.2.2. the SIRPPSG member is to have a current SERC confidentiality agreement in place;
 - 13.2.8.2.3. 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. 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.
- 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

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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.

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

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.

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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

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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.

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- 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 CEIL 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 are-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 CEIL 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 (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 System Study), (ii) across the interconnected systems of the Transmission Provider and one or more Regional Coordinated 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.

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- 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.
- 14.5.3. 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. 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.

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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 CEI 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 CEI provisions of this Attachment K.

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 CEI 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 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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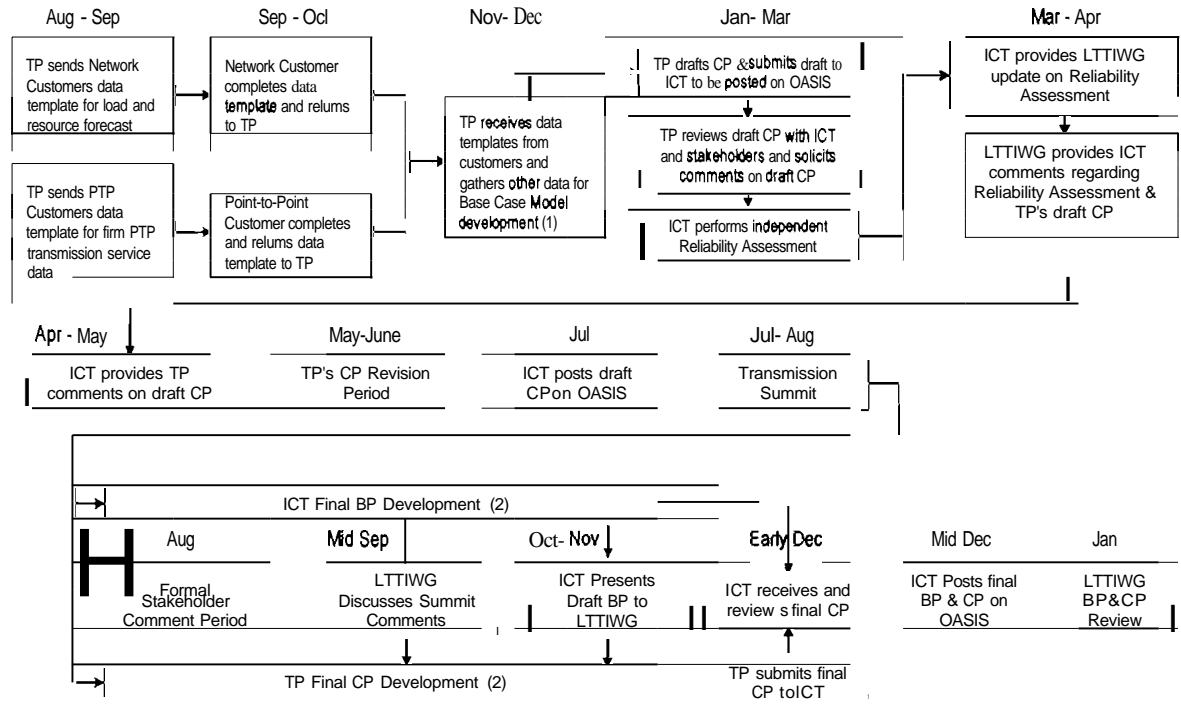
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Appendix 1 to Attachment K

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

Approximate Dates



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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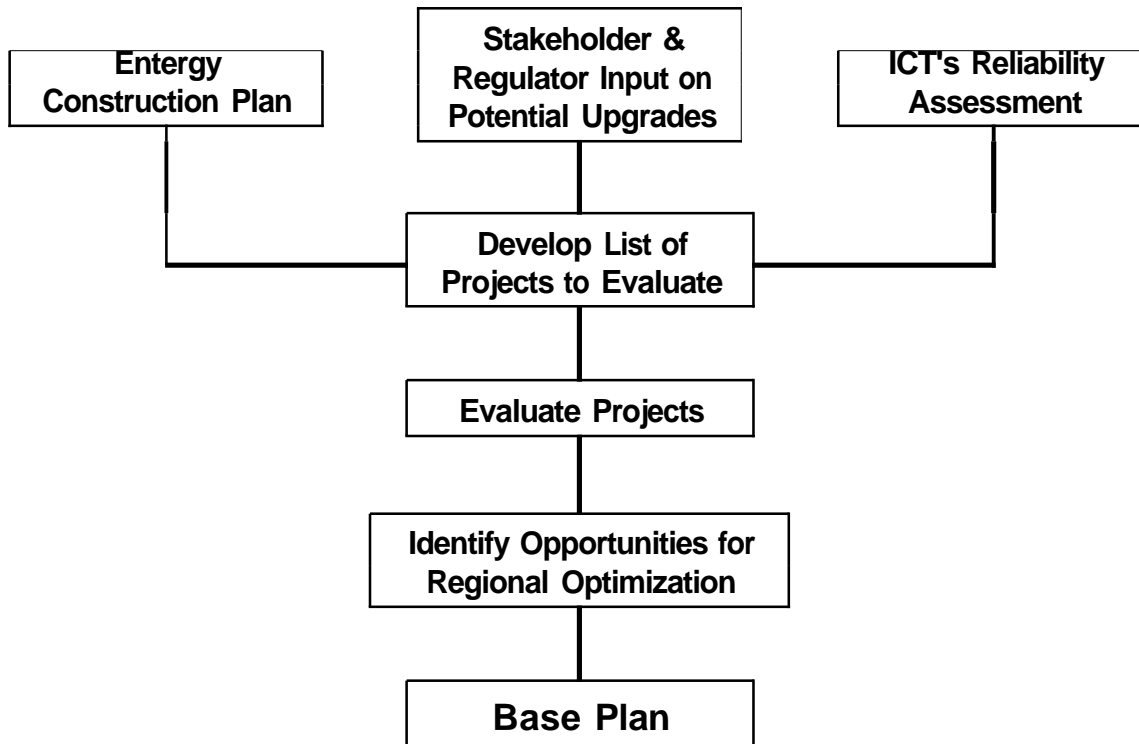
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Appendix 2 to Attachment K

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.

Issued by: Randall Helmick
Vice President, Transmission

Effective: December 7, 2007

Issued on: ~~December 17, 2008~~ February 6, 2009

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:

By: _____ Company
Name: _____
Title: _____

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Vice President, Transmission

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Appendix 4 to Attachment K

SAMPLE LOAD AND RESOURCE FORECAST DATA TEMPLATE

Sheet 1: Contact Information

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

Sheet 2: Demand - System

Historical Projected 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.

| Actual Year Demand | MW | Date |
|--------------------|----|------|
| Summer | | |
| Winter | | |

OPTIONAL
 REQUIRED
 REQUIRED

| MONTHLY | | | | | | | | | | | | |
|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 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 |
| Interruptible Demand | | | | | | | | | | | | |
| Net Internal Demand | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| MONTHLY | | | | | | | | | | | | |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Demand | | | | | | | | | | | | |
| Standby Demand | | | | | | | | | | | | |
| Total Internal Demand | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Obeyed Control Load Management | | | | | | | | | | | | |
| Interruptible Demand | | | | | | | | | | | | |
| Net Internal Demand | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| ANNUAL | | | | | | | | | |
|--------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 |
| Internal Demand | | | | | | | | | |
| Standby Demand | | | | | | | | | |
| Total Internal Demand | 0 | | | | | | | | |
| Obeyed Control Load Management | | | | | | | | | |
| Interruptible Demand | | | | | | | | | |
| Net Internal Demand | 0 | | | | | | | | |

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 Vice President, Transmission

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Sheet 3: Demand by Bus (Summer)

Summer Peak Forecast (Coincident)

Base of Coincident Peak Data (Date & Time):

Reporting Year:

Ambient Temperature Assumption (°F):

Note: Entergy 96°F when modeling summer peak

| | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) | (m) | (n) | (o) | (p) | (q) | (r) | |
|-------------|--|---|--------|-----|--------|--------|-----|--------|--------|-----|--------|--------|-----|--------|--------|-----|--------|---------------|
| | Point of Delivery (Entergy Station Name) If Applicable | Point of Delivery (Customer Station Name) If Applicable | Year 1 | | | Year 2 | | | Year 3 | | | Year 4 | | | Year 5 | | | |
| PSS/E Bus # | | | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW MVA Factor |

Sheet 4: Demand by Bus (Winter)

Winter Peak Forecast (Coincident)

Base of Coincident Peak Data (Date & Time):

Reporting Year:

Ambient Temperature Assumption (°F):

| | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) | (l) | (m) | (n) | (o) | (p) | (q) | (r) | (s) | (t) | (u) | (v) |
|-------------|--|---|----------|-----|--------|----------|-----|--------|----------|-----|--------|----------|-----|--------|----------|-----|--------|----------|-----|--------|-----|
| | Point of Delivery (Entergy Station Name) If Applicable | Point of Delivery (Customer Station Name) If Applicable | Year 1/2 | | | Year 2/3 | | | Year 3/4 | | | Year 4/5 | | | Year 5/6 | | | Year 6/7 | | | |
| PSS/E Bus # | | | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW | MVA | Factor | MW |

Sheet 5: Capacity 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 within Entergy CA | | | | | | | | | | | | | | | | | | | | |
| Firm long-term transactions from resources outside CA (with assumed rights) | | | | | | | | | | | | | | | | | | | | |
| Total Firm Resources | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Existing non-firm resources within Entergy CA | | | | | | | | | | | | | | | | | | | | |
| Committed, planned resources | | | | | | | | | | | | | | | | | | | | |
| Total Non-firm Resources | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Available Resources | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

VALIDATION CHECK:
SUM OF CAPACITY >= DEMAND / (Yr 1) YES
Projected seasonal peak load should be less than or equal to Resources.

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Effective: December 7, 2007

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Sheet 6: Firm Resources

| | | | | | | | | | | | | | | | | | | |
|----------------|-------------|---------------|-----------------|----------------------|--------|------|------|------|-----------------|--------|------|------|------|-----------------|----------------------------------|-----------------------------------|--------------------------------|-------------------------|
| Firm Resources | | | | | | | | | | | | | | | | | | |
| | | | | | Summer | | | | | Winter | | | | | | | | IN SEASON |
| | PSS-E Bus # | PSSE Bus Name | PSSE Machine ID | Entergy Jurisdiction | Pmax | Pmin | Omax | Omin | MW Output Owned | Pmax | Pmin | Omax | Omin | MW Output Owned | Preferred Dispatch Order Default | Service Commencement Date (MO/YR) | Self-Reliance End Date (MO/YR) | EXAMPLE Dispatch Year 1 |
| Generator Name | | | | | | | | | | | | | | | | | | |

Sheet 7: Firm Transactions

Firm Transactions

| | | | | | | | | | | | |
|---------|----------|------------------|-------------------|--------|------|--------------|------------|------------------|-----------------|------------------|------------------|
| OASIS # | Resource | Point of Receipt | Point of Delivery | Source | Sink | MW Requested | MW Granted | Be-In End Status | Seller Comments | Renewal Deadline | Renewal Comments |
|---------|----------|------------------|-------------------|--------|------|--------------|------------|------------------|-----------------|------------------|------------------|

Sheet 8: Non-Firm Resources

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Non-Firm Resources

| Generator Name | PSS/E Sys. | PSS/E Sys Name | PSS/E Machine ID | Jurisdiction | Stim1 | | | | MW Output Owned | Win**r | | | | Preferred Dispatch Order | Service Contract Intnt Date MO/YR | Service End Date MO/YR | Existing or Planned |
|----------------|---------------|-------------------|------------------------|--------------|-------|------|------|------|-----------------------|--------|------|------|------|--------------------------------|--|---------------------------|------------------------|
| | | | | | Pmax | Pmin | Qmax | Qmin | | Pmax | Pmin | Qmax | Qmin | | | | |
| | | | | | | | | | | | | | | | | | |

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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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| |

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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 | Point of Delivery | Point of Interconnection | MW Requested | MW Granted | Service | End Status | Renewal Deadline |
|-------|-------------------|--------------------------|--------------|------------|---------|------------|------------------|
| | | | | | | | |

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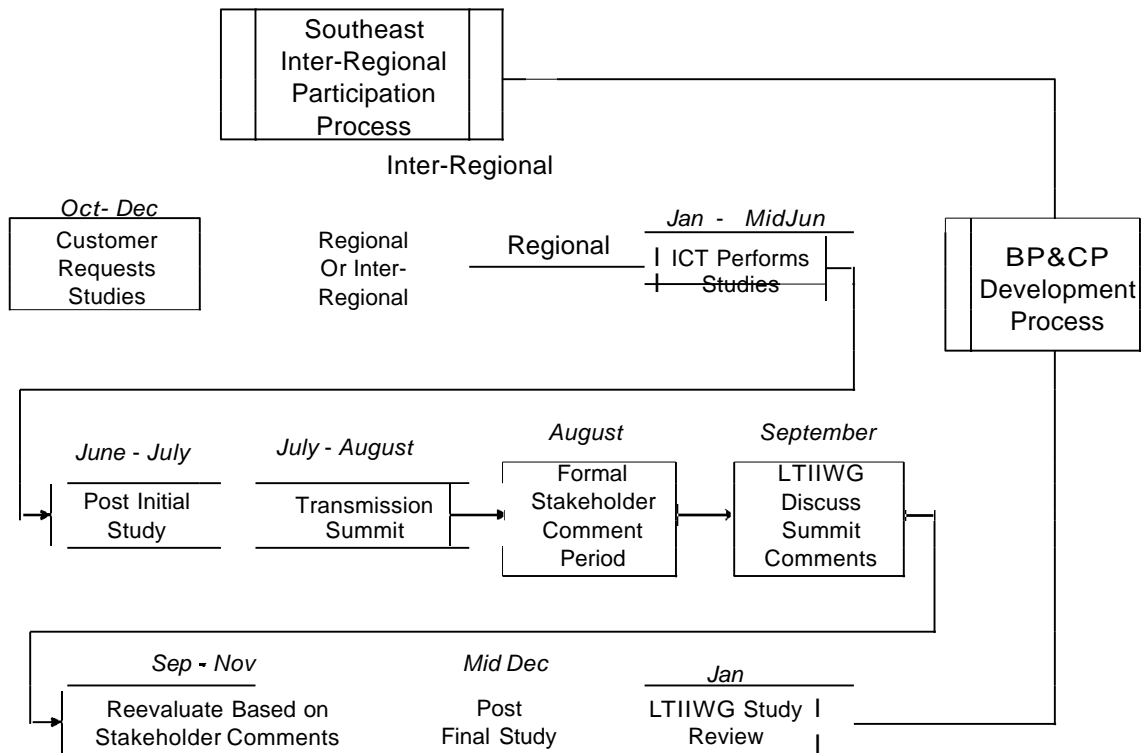
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Appendix 6 to Attachment K

REGIONAL PLANNING STUDY PROCESS

Approximate Dates



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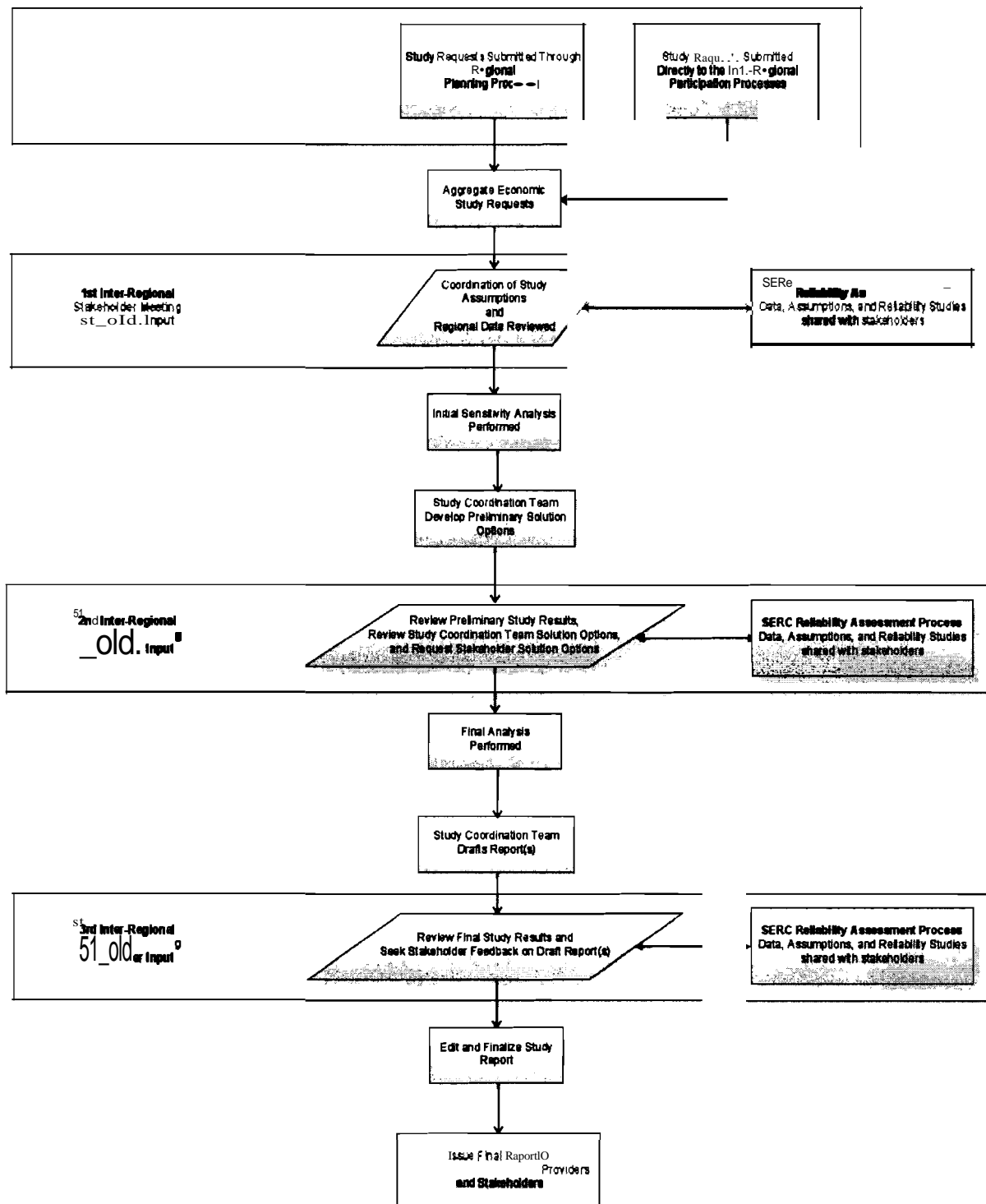
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Appendix 7 to Attachment K

SOUTHEAST INTER-REGIONAL PARTICIPATION PROCESS



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 Vice President, Transmission

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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 (ij) 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

Issued on: ~~December 17, 2008~~ February 6, 2009

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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Vice President, Transmission

Effective: December 7, 2007

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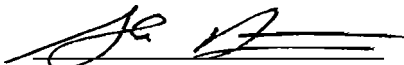
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CERTIFICATE OF SERVICE

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.

at Washington, DC, this 6th day of February, 2009.


Glen Bernstein