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July 29, 2013

Via eTariff

The Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

Re: *MATL LLP*  
Docket No. ER13-1370-00\_\_

Dear Secretary Bose:

On June 28, 2013, the Commission issued its “Order Conditionally Accepting Proposed Tariff Revisions” in the referenced docket. *MATL LLP*, 143 FERC ¶ 61,296 (2013) (“Order”). The Order conditionally accepted certain revisions that *MATL LLP* (“*MATL*”) proposed to its open access transmission tariff (“OATT”). The Order also required *MATL* to submit a compliance filing requiring *MATL* to: (i) propose revisions to OATT Schedule 7 to implement a capacity auction process for short-term transmission service (Order at P 36); (ii) revise OATT section 18.3 in accordance with a commitment that *MATL* made in response to a commenter’s concern (*id.* at P 38); and (iii) provide cost support for the rates that *MATL* proposes to charge under OATT Schedule 10 (*id.* at P 42). *MATL* hereby submits its compliance filing.

**I. DISCUSSION**

**A. Schedule 7**

On July 25, 2013, *MATL* filed in this docket a Request for an Extension of Time in which *MATL* explained that, for technical reasons, it will not be able to implement the short-term transmission auction process within thirty days of the Order. The Commission granted *MATL*’s Request on July 26, 2013, permitting *MATL* to defer the filing of revised tariff sheets to implement the short-term transmission auction procedures until February 1, 2014.

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## **B. Section 18.3**

As the Order notes, PPL Energy Plus, LLC and PPL Montana LLC (“PPL Companies”) raised a concern about certain revisions that MATL proposed to add to OATT section 18.3. The Order further notes that in response to the PPL Companies’ concern, MATL agreed to remove the phrase “after prescheduled checkout, as defined by generally accepted regional practice and the applicable balancing authority” from section 18.3, and the Order accepted MATL’s commitment to remove that language. Order at P 38. In accordance with the eTariff protocols, MATL is submitting a revised OATT section 18, which shows that section 18.3 has been modified in accordance with the Order to remove the phrase at issue and to revert to the pre-existing text (which is the language set out in the Commission’s *pro forma* OATT). MATL also submits (in Attachment A) clean and redlined versions of the tariff sheet showing the revisions to section 18.3.

## **C. Schedule 10**

MATL proposed a new OATT Schedule 10 to establish the charges for “Transmission Provider System Operations Control Center Service and Energy Transaction Service.” The services provided under this schedule enable MATL to arrange transmission service over the MATL transmission line (“MATL Line”) in accordance with the OATT and the requirements of the North American Electric Reliability Corporation (“NERC”), the applicable reliability council, and the balancing authorities to which the MATL Line is interconnected. In its April 30, 2013 filing, MATL explained that it does not own and operate a control center and does not have employees that provide the typical control center functions necessary to arrange transmission service in accordance with NERC and other reliability requirements. Because the MATL Line is interconnected at its southern terminus with NorthWestern Corporation (“NorthWestern”) (which operates its own balancing authority area), and at its northern terminus with AltaLink L.P. (“AltaLink”) (an independent transmission company that operates the largest transmission network in Alberta), MATL entered into contractual arrangements with NorthWestern and AltaLink to obtain control center services for the Montana and Alberta portions, respectively, of the MATL Line. In addition, MATL entered into contracts with Open Access Technology International Inc. (“OATI”) and TranServ International, Inc. (“TranServ”) for OASIS support and various OATT administration services. Transmittal Letter at 11, Docket No. ER13-1370 (Apr. 30, 2013).

As MATL further discussed, none of the third-party companies with whom MATL has contracted for the services provided under Schedule 10 is affiliated with MATL (or its parent Enbridge Inc.), and each of the arrangements was freely negotiated at arms’ length. MATL further explained that based on its technical assessment, the contract terms are fair and in line with the charges that MATL would incur from other parties, and certainly less than if MATL owned, operated, and staffed its own control center.<sup>1</sup> *Id.* at 11-12. MATL explained that the

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<sup>1</sup> In addition, MATL discussed (*id.* at 11-12) that it had a strong incentive to bargain for the lowest reasonable cost because MATL’s 2011 Commercial Settlement Agreement (“CSA”) with NaturEner USA LLC, approved by the Commission in Docket No. ER12-761-000, limited

(Continued . . .)

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charges under Schedule 10 will be based on an annual formula rate calculation that tracks the costs that MATL incurs under each of the third-party contracts, and that the formula will be adjusted each year to track any changes in the contract costs incurred by MATL and to reflect any incremental Schedule 10 revenues that MATL earned as a result of providing additional firm or short-term firm or non-firm point-to-point service during the prior year. *Id.* at 12.

The Commission conditionally accepted MATL's proposed Schedule 10 formula, but required MATL to provide "cost support" for the actual rates that MATL proposed to charge under Schedule 10. Order at P 42. As noted above and in the original filing, none of the costs underlying the Schedule 10 rates reflects any direct costs incurred for MATL facilities or employees, and there is no rate component for MATL to earn a return on or of investment. Instead, the rates reflect only the pass-through of agreements (with no MATL mark-up) that MATL incurs under the contracts negotiated at arms-length with Northwestern, AltaLink, OATI, and Transerv. As such, the best evidence of the costs that MATL will incur under these contracts is the contracts themselves. To provide transmission customers with transparency as to these costs as required under the Order, MATL hereby submits for informational purposes copies of these agreements, which are described below.

### **1. The Schedule 10 Agreements**

NorthWestern. MATL and Northwestern entered into the "System Operations and Control Center Agreement" ("NorthWestern Agreement") effective May 15, 2013, a copy of which is included in Attachment B hereto. As the NorthWestern Agreement notes, MATL, Northwestern, and the Alberta Electric System Operator are parties to a December 20, 2007 Coordinating Operating Agreement providing for the coordinated operation of their respective transmission systems. The Commission accepted that agreement for filing in Docket No. ER08-369 by delegated Letter Order issued on January 28, 2008. Because NorthWestern operates its own fully-staffed control center, NorthWestern and MATL further agreed on the terms under which NorthWestern would provide MATL with various control center services as described more fully in the NorthWestern Agreement. The charges for these services are set out in Exhibit B of Attachment 2 to the NorthWestern Agreement. It should be noted that NorthWestern submitted the NorthWestern Agreement in Docket No. ER13-1507, and the Commission accepted the agreement for filing by delegated Letter Order issued July 11, 2013. In its filing, NorthWestern indicated that "the costs to be charged to MATL under the Agreement represent NorthWestern's actual costs in providing the various services. Accordingly, there is no profit component to this Agreement." NorthWestern Transmittal Letter at 3, Docket No. ER13-1507 (May 16, 2013).

AltaLink. AltaLink is the largest transmission provider in Alberta and is Canada's only fully-independent transmission company, responsible for operating and maintaining approximately 12,000 kilometers of transmission lines and 280 substations in Alberta. The

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the amount of OATT Schedule 10 costs that MATL could recover from NaturEner. *See* CSA, Section 1.6.

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MATL Line will interconnect with the AltaLink system near Lethbridge, Alberta. Montana Alberta Tie Ltd. (“Montana Tie”), MATL’s affiliate that owns the Alberta segment of the MATL Line, entered into a “Services Agreement” with AltaLink, effective July 26, 2013 (“AltaLink Agreement,” included as Attachment C hereto), pursuant to which AltaLink will perform the various control center and other related services set out on Schedule A to the agreement. Schedule B to the agreement sets out the annual charges required to reimburse AltaLink for its control center costs. As noted in Part II below, MATL is requesting confidential treatment of the AltaLink Agreement.

OATI. OATI is a well-known and highly-regarded energy consulting firm that provides a range of services to transmission providers and power marketers. In the transmission area, OATI has developed and implements OASIS platforms and various transmission scheduling, tagging, and curtailment software used by transmission providers across North America. In 2005, Montana Tie and OATI entered into the “OATI Common Western OASIS Service Agreement” providing for various work to be performed in connection with the development of the MATL Line. MATL and OATI since have agreed to add four “Change Orders” to that agreement, which were effective May 10, 2013, to set out the terms for specific OASIS-related services that OATI will perform to facilitate service under the MATL OATT. The costs that MATL will incur under these Change Orders will be recovered under Schedule 10 (*see* Common Western OASIS Service Change Orders #5, #6, #7, and #8 included in Attachment D hereto). In addition, the parties entered into the “OATI ETS Customer Agreement” (also included in Attachment D), which covers Electronic Tagging services that OATI will provide in order to comply with NERC and NAESB standards (the monthly fees are set out in Schedule A to that agreement). As noted in Part II below, MATL is requesting confidential treatment of the OATI agreements.

TranServ. TranServe is an independent energy consultant that administers software to implement the interface between the various services provided under the OATT and the OASIS platform through which those services are reserved and confirmed. In April 2012, MATL and TranServ entered into a Professional Consulting Services Agreement that set out the general commercial terms that would apply to work orders for specific consulting services. The parties since have entered into “Task Order #02” (included in Attachment E hereto) pursuant to which TranServ will have the day-to-day responsibility for OASIS management, ATC calculation and posting, transmission service request administration, billing and settlement, e-Tag processing, and implementation of MATL’s transmission business practices. Section 6 of Attachment A to Task Order #02 sets out the monthly fees that MATL will incur for performing the various tasks provided under this task order. As noted in Part II below, MATL is requesting confidential treatment of the TranServ agreements.

## **2. The Schedule 10 Rates**

As set out in Schedule 10 and discussed in MATL’s April 30 filing (Transmittal Letter at 12-13), the formula used to calculate the Schedule 10 rates calculates the sum of the annual costs incurred under the third-party agreements discussed immediately above, which are divided by the total amount of long-term transmission service reservations then in effect to derive an annual per-kW/year rate (which is then converted to monthly, weekly, daily, and hourly rates). The Schedule 10 rate, which will be posted on the MATL OASIS, will be updated annually and be

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effective each April 1. *See* Schedule 10, Section III. For the first year of service, the initial Schedule 10 rates will be effective from the month in which MATL begins providing service through March 2014.

Included as Attachment F to this filing, a spreadsheet has been provided that shows the derivation of the Year 1 Schedule 10 rate. The calculation of the overall costs reflects four months, or one-third of the annual costs that MATL expects to incur under the third-party contracts described above. The amounts on the spreadsheet correspond to the components in the Schedule 10 formula: “C<sub>1</sub>” (NorthWestern Agreement), “C<sub>2</sub>” (AltaLink Agreement), and “C<sub>3</sub>” (OATI and TranServ Agreements). For the Year 1 rates shown on Attachment F, the sum of the contract costs is divided by 100,000, which reflects one-third of NaturEner’s 300 MW (or 300,000 kW) long-term firm service reservation. MATL recently posted on its OASIS the Schedule 10 rates shown in Attachment F and the derivation of those rates.<sup>2</sup> MATL will post the revised Schedule 10 rate, and the basis for its derivation, by March 1 of each year in advance of April 1 when the new rates will go into effect.

Attachment F, which is an interactive Excel spreadsheet, sets out the total charges under the three cost components that make up the calculation of the Schedule 10 rates:

- For the Northwestern Agreement (C<sub>1</sub>), the costs represent one-third of the annual charges shown on Exhibit B of Attachment 2 to the NorthWestern Agreement.
- For the AltaLink Agreement (C<sub>2</sub>), the costs represent one-third of the annual charges shown on Schedule A to the AltaLink Agreement (adjusted to US dollars).
- For the OATI and TranServ Agreements (C<sub>3</sub>), certain of the costs represent one-third of the annual charges, and other costs represent one-third of a full year’s share of the 5-yr charges assessed for a particular service.

A more detailed spreadsheet is provided is Attachment G, for which MATL requests (in Part II) privileged and confidential treatment. Attachment G provides the discrete cost components of the charges incurred under the OATI and TranServ Agreements, which are listed as C<sub>3-1</sub> through C<sub>3-7</sub>.

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<sup>2</sup> The Order references the supporting testimony at issue in *PacifiCorp*, 136 FERC ¶ 61,092 (2011), as an example of how another utility supported its formula rates. Order at P 42, n.45. The testimony in *PacifiCorp*, however, addressed numerous detailed cost-of-service matters that are not at issue under MATL’s Schedule 10 formula rates, such as the appropriate cost allocators, the functionalization of general and intangible plant, rate base adjustments for accumulated deferred income taxes, depreciation and amortization expenses, rate of return and capital structure, and the treatment of construction work in progress. Under the circumstances here, MATL submits that the information and materials included in this compliance filing contain adequate cost support for its proposed Schedule 10 formula rates.

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## II. REQUEST FOR PRIVILEGED TREATMENT

Pursuant to Section 388.112 of the Commission's Regulations, 18 C.F.R. § 388.112 (2013), MATL requests privileged and confidential treatment for the detailed cost schedule that provides the discrete cost components for OATI and TranServ charges included as Attachment G as well as for the AltaLink Agreement, the OATI Agreement, and the TranServ Agreement. MATL is submitting the detailed cost schedule and these three agreements under seal, and each is marked: "PRIVILEGED MATERIALS – CONTAINS PRIVILEGED INFORMATION - DO NOT RELEASE." MATL respectfully requests privileged treatment of this material and exemption from the public disclosure requirements of the Freedom of Information Act pursuant to Section 388.107(d) of the Commission's Regulations, 18 C.F.R § 388.107(d), as these agreements and cost detail contain proprietary and commercially sensitive AltaLink, OATI, and TranServ information that is confidential and not publicly available. In accordance with Section 388.112(b)(2)(i) of the Commission's Regulations, MATL has included a proposed protective agreement as Attachment H hereto. The following person may be contacted by current or prospect MATL transmission customers that request access to the information covered by the protective agreement:

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 Washington, DC 20036  
 (202) 429-6279  
 sross@steptoe.com

## III. LIST OF MATERIALS SUBMITTED

MATL submits the following materials with this compliance filing:

Attachment A	Revised OATT Section 18.3 (clean and redlined)
Attachment B	NorthWestern Agreement (single document titled "Systems Operation Control Center Services Agreement")
Attachment C	AltaLink Agreement (Confidential) (single document titled "Services Agreement")
Attachment D	OATI Agreements (Confidential) (six documents titled as follows: OATI Common Western Service Agreement, OATI ETS Customer Agreement, MATL LLP Common Western OASIS Service Change Order #05, MATL LLP webTrans Change Order #06, MATL LLP webTrans Change Order #07, MATL LLP webTrans Change Order #08)
Attachment E	TranServ Agreement (Confidential) (three documents titled as follows: Professional Consulting Services Agreement, Task Order #02 Energy Transaction Services Coordinator, Attachment A to MATL LLP Professional Services Consulting Services Agreement)



**ATTACHMENT H**

**FORM OF PROTECTIVE AGREEMENT**

**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

**MATL LLP**

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**Docket No. ER13-1370-000**

**PROTECTIVE AGREEMENT**

1. This Protective Agreement shall govern the use of all Protected Materials produced by, or on behalf of, any Participant. Notwithstanding any order terminating this proceeding, this Protective Agreement shall remain in effect until specifically modified or terminated by the Federal Energy Regulatory Commission (“Commission”).

2. This Protective Agreement applies to the following two categories of materials:

(A) A Participant may designate as protected those materials which customarily are treated by that Participant as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Participant or its customers to risk of competitive disadvantage or other business injury; and

(B) A Participant shall designate as protected those materials which contain critical energy infrastructure information, as defined in 18 C.F.R. § 388.113(c)(1) (“Critical Energy Infrastructure Information”).

3. Definitions — For purposes of this Protective Agreement:

(a) The term “Participant” shall mean a Participant as defined in 18 C.F.R. § 385.102(b).

(b) (1) The term “Protected Materials” means (A) materials provided by a Participant and designated by such Participant as protected; (B) any information contained in or obtained from such designated materials; (C) any other materials which are made subject to this Protective Agreement by the Commission, by any court or other body having appropriate authority, or by agreement of the Participants; (D) notes of Protected Materials; and (E) copies of Protected Materials. The Participant producing the Protected Materials shall physically mark them, at least on the first page of each document, as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Participant producing such information shall additionally mark on each page containing such information the words “Contains Critical Energy Infrastructure Information - Do Not Release.”

(2) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses

Protected Materials. Notes of Protected Materials are subject to the same restrictions provided in this order for Protected Materials except as specifically provided in this Protective Agreement.

(3) Protected Materials shall not include (A) any information or document contained in the files of the Commission, or any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Agreement, or (C) any information or document labeled as “Non-Internet Public” by a Participant, in accordance with Paragraph 30 of FERC Order No. 630, FERC Stat. & Reg. ¶ 31,140. Protected Materials do include any information or document contained in the files of the Commission that has been designated as Critical Energy Infrastructure Information.

(c) By signing this Protective Agreement, a Participant that has been granted access to Protected Materials certifies its understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Participant has read the Protective Agreement and agrees to be bound by it.

(d) The term “Reviewing Representative” shall mean a person who has executed this Protective Agreement (except that members of the Commission’s Staff need not execute) and who is:

(1) Commission Staff;

(2) an attorney who has made an appearance in this proceeding for a Participant;

(3) an attorney, paralegal, and other employee associated for purposes of this case with an attorney described in Paragraph 3(d)(2);

(4) an expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for or testifying in this proceeding;

(5) a person designated as a Reviewing Representative by order of the Commission; or

(6) an employee or other representative of Participants appearing in this proceeding with significant responsibility for this docket.

4. Protected Materials shall be made available under the terms of this Protective Agreement only to Participants and only through their Reviewing Representatives as provided in Paragraphs 7-9.

5. Protected Materials shall remain available to Participants until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Participants shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected

Materials) to the Participant that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period each Participant, if requested to do so, shall also submit to the producing Participant an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Agreement.

6. All Protected Materials shall be maintained by the Participant in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9. The Secretary shall place any Protected Materials filed with the Commission in a non-public file. By placing such documents in a non-public file, the Commission is not making a determination of any claim of privilege. The Commission retains the right to make determinations regarding any claim of privilege and the discretion to release information necessary to carry out its jurisdictional responsibilities. For documents submitted to Commission Staff ("Staff"), Staff shall follow the notification procedures of 18 C.F.R. § 388.112 before making public any Protected Materials.

7. Protected Materials shall be treated as confidential by each Participant and by the Reviewing Representative in accordance with this Protective Agreement executed pursuant to Paragraph 9. Reviewing Representatives that are Commission Staff are required to comply with the requirements of this Protective Agreement but need not execute this Protective Agreement. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) If a Reviewing Representative's scope of employment includes the marketing of energy or the buying or selling of fossil generating assets, the direct supervision of any employee or employees whose duties include the marketing of energy or the buying or selling of fossil generating assets, the provision of consulting services to any person whose duties include the marketing of energy or the buying or selling of fossil generating assets, or the direct supervision of any employee or employees whose duties include the marketing of energy or the buying or selling of fossil generating assets, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Participant or any competitor of any Participant, including its own employees or the employees of the party it represents, a commercial advantage or any non-public information regarding operation of fossil generating assets.

(b) In the event that a Participant wishes to designate as a Reviewing Representative a person not described in Paragraph 3(d) above, the Participant shall seek agreement from the Participant providing the Protected Materials. If an agreement is reached, that person shall be a Reviewing Representative pursuant to Paragraphs 3(d) above with respect to those materials. If

no agreement is reached, the Participant shall submit the disputed designation to the Commission for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Agreement unless that Reviewing Representative has first executed this Protective Agreement, provided that if an attorney qualified as a Reviewing Representative has executed such agreement, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Protective Agreement shall be provided to counsel for the Participant asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Protective Agreement.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Protective Agreement. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Protective Agreement shall continue to be bound by the provisions of this Protective Agreement.

11. Subject to Paragraph 17, the Commission shall resolve any disputes arising under this Protective Agreement. Prior to presenting any dispute under this Protective Agreement to the Commission, the parties to the dispute shall use their best efforts to resolve it. Any Participant that contests the designation of materials as protected shall notify the party that provided the protected materials by specifying in writing the materials for which the designation is contested. This Protective Agreement shall automatically cease to apply to such materials five (5) business days after the notification is made unless the designator, within said five-day period, files a motion with the Commission, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Participant seeking protection. If the Commission finds that the materials at issue are not entitled to protection, the procedures of Paragraph 17 shall apply. The procedures described above shall not apply to protected materials designated by a Participant as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Protective Agreement, unless a Participant requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

12. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Agreement. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Commission and all Reviewing Representatives who are on the service list. Such documents

containing Critical Energy Infrastructure Information shall be additionally marked “Contains Critical Energy Infrastructure Information - Do Not Release.” For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such will also be filed with the Commission and served on all parties on the service list. Counsel for the producing Participant shall provide to all Participants who request the same, a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons. If any Participant desires to include, utilize or refer to any Protected Materials or information derived therefrom in testimony or exhibits during these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Participant shall first notify both counsel for the disclosing participant and the Commission of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Material will be governed by procedures determined by the Commission.

13. Nothing in this Protective Agreement shall be construed as precluding any Participant from objecting to the use of Protected Materials on any legal grounds.

14. Nothing in this Protective Agreement shall preclude any Participant from requesting the Commission, or any other body having appropriate authority, to find that this Protective Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Agreement. The Commission may alter or amend this Protective Agreement as circumstances warrant at any time during the course of this proceeding.

15. Each Participant governed by this Protective Agreement has the right to seek changes in it as appropriate from the Commission.

16. All Protected Materials filed with the Commission, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials subject to this Protective Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked Contains Critical Energy Infrastructure Information — Do Not Release.”

17. If the Commission finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Protective Agreement for three (3) business days from the date of issuance of the Commission’s decision. None of the Participants waives its rights to seek additional administrative or judicial remedies after the Commission’s decision respecting Protected Materials or Reviewing Representatives, or the Commission’s denial of any appeal thereof. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests for Protected Materials in the files of the Commission under the Freedom of Information Act (5 U.S.C. § 552).

18. Nothing in this Protective Agreement shall be deemed to preclude any Participant from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Protective Agreement.

19. None of the Participants waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

20. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Agreement and shall be used only in connection with this (these) proceeding(s). Any violation of this Protective Agreement executed hereunder shall constitute a violation of an order of the Commission.

IN WITNESS WHEREOF, MATL LLP and [the undersigned Recipient] each has caused this Protective Agreement to be signed by its duly authorized representative as of the date set forth below.

By (Recipient): \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: MATL LLP

### System Operations Control Center Services Agreement

This System Operations Control Center Services Agreement ["Agreement"] is made this <sup>16<sup>th</sup></sup> ~~22<sup>nd</sup>~~ day of May, 2013 by and between:

MATL LLP, a limited liability partnership organized under the laws of the State of Montana with offices located in Helena, Montana, and Montana Alberta Tie Ltd., a Canadian federal corporation with offices located in Calgary, Alberta [collectively "MATL"];

and

NORTHWESTERN CORPORATION, a Delaware corporation d/b/a NorthWestern Energy, with offices in Sioux Falls, South Dakota and Butte, Montana ["NorthWestern"].

MATL and NorthWestern each may be referred to as a "Party" or collectively as the "Parties".

#### WHEREAS:

- A. The Parties have entered into the Transmission Line Interconnection Agreement (Interconnection Agreement or TIA) dated December 20, 2007;
- B. The Parties, along with the Alberta Electric System Operator (AESO), have entered into a Coordinated Operating Agreement (COA) dated December 20, 2007;
- C. The MATL transmission facilities described in the Interconnection Agreement that reside in Montana shall be the transmission facilities covered by this Agreement, inclusive of the substation facilities at the Great Falls 230 kV Substation, the Marias Substation, and the Hay Lake Substation;
- D. The demarcation between MATL and NorthWestern transmission systems shall be as described in the Interconnection Agreement;
- E. In accordance with the Interconnection Agreement and the COA, NorthWestern will be the Balancing Authority Area (excluding any generation interconnected to the MATL line without written agreement) for the Montana portion of the MATL System
- F. MATL agrees to be the NERC registered entity for the Montana portion of the MATL System.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE I DEFINITIONS

#### 1.1 Definitions

In this Agreement, including the recitals, words and terms shall have the meanings ascribed to them in this Section 1.1. Where not specifically defined in this Section 1.1, capitalized words and terms shall have the definition ascribed to them in the TIA or the NERC Glossary of Terms.

**"Applicable Law"** means any law, statute, and other legislative instrument including, without limitation, regulations, ordinances and by-laws, orders, directions, rules, including without limitation the AESO Rules, and rulings of any government, governmental department, governmental agency, court, administrative or other board or tribunal or other body which has delegated to it by legislative authority

the right to issue any of the foregoing which require compliance at law, applicable to any of the Parties or the subject matter of this Agreement;

**"Business Day"** means any day other than a Saturday, Sunday or a day which is a statutory holiday in the State of Montana;

**"COA"** means that certain Coordinated Operating Agreement dated December 20, 2007 by and between the Parties and approved by the Federal Energy Regulatory Commission in Docket No. ER08-369;

**"Disclosing Party"** has the meaning ascribed thereto in Section 7.1;

**"Dispute"** has the meaning ascribed thereto in Article VII;

**"Force Majeure"** means with respect to a Party any occurrence which is beyond the reasonable control of that Party (the "Non-Performing Party") which could not have been avoided through the use of Good Utility Practice by the Non-Performing Party and which renders the Non-Performing Party unable to perform its obligations under this Agreement including, but not limited to: act of God, war, invasion, armed conflict, blockade, act of public enemy, riot, revolution, insurrection, act of terrorism, sabotage, act of vandalism, strike, lockout or other labor disruption, fire, lightning, explosion, earthquake, flood, or a requirement to comply with any Applicable Law ;

**"Good Utility Practice"** means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region including, in the cases of NorthWestern and MATL LLP, those practices required by the Federal Power Act Section 215(a)(4);

**"Governmental Agency"** means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or of any foreign country or of any state, county, city or other political subdivision thereof, in each case having legal jurisdiction over the matter or person in question or the Facility;

**"Indemnifying Party"** has the meaning ascribed thereto in Section 8.1;

**"In-Service Date"** means the date on which the MATL System from Lethbridge, Alberta Canada to Great Falls, Montana is fully constructed and in service and commences commercial operations;

**"Joint Operating Committee"** means the committee established pursuant to Section 5.1;

**"MATL System"** means the transmission facilities in Alberta, Canada and Montana, U.S.A. owned by MATL, including without limitation, the Interconnection Facilities described as MATL Interconnection Facilities in Appendix A of the Interconnection Agreement, as updated for any "as-built" corrections;

**"NERC"** means North American Electric Reliability Corporation and any successor organization;

**"NERC Standard"** means any NERC reliability Standard

**"NorthWestern System"** means the transmission facilities in Montana, U.S.A., owned by NorthWestern including, without limitation, the Interconnection Facilities described as NorthWestern Interconnection Facilities in Appendix A of the Interconnection Agreement, as updated for any "as-built" corrections;

**"Non-Performing Party"** has the meaning ascribed thereto in the definition of "Force Majeure";

**"Operating Procedures"** means policies, procedures and practices for the operation of the Alberta Interconnection and the Montana Interconnection and the NERC Standards or performance of this Agreement which are in addition to or at variance with the WECC Procedures and which are established and altered from time to time by the Operating Committee in accordance with Section 5.1 and the other provisions of this Agreement, and includes changes from time to time to such established policies, procedures and practices;

**"Regulatory Approvals"** means, with respect to any Party, any order, permit, approval, waiver, license, or similar authorization of any federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, or agency having jurisdiction over that Party;

**"SOCC"** means the System Operations Control Center maintained by NorthWestern for its Montana utility operations, and located in Butte, Montana;

**"SOCC Services"** shall be those services provided by NorthWestern to MATL as specified in **Exhibit A** hereto, as such exhibits may be amended from time to time in accordance with the provisions of Article III, herein;

**"TIA"** means that certain Transmission Interconnection Agreement dated December 20, 2007 by and between the Parties and accepted for filing by FERC;

**"Trial Operation"** shall mean the period during which MATL is engaged in on-site test operations and commissioning of the MATL Transmission System prior to Commercial Operation, as defined in the TIA;

**"WECC Standard"** means any criteria, standard, policy, procedure and protocol designated by WECC, including without limitation the WECC Operating Procedures or successor procedure, as amended from time to time, for the reliable and secure operation of a Control Area or Balancing Authority Area together with all agreements among members of WECC to which any Party is a party;

**"WECC"** means the Western Electricity Coordinating Council and any successor organization.

## **1.2 Captions and Headings**

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon the interpretation of this Agreement.

### **1.3 Sections, Appendices, and Operating Procedures**

Unless otherwise noted, a reference to a Section or Appendix means a Section or Appendix of this Agreement. All Appendices attached hereto and all Operating Procedures established from time to time pursuant to Section 5.1 form a part of this Agreement. However, there shall be no requirement to file the Operating Procedures with any regulatory body for approval.

### **1.4 Plural and Gender**

Words importing the singular number, where the context permits, include the plural and vice-versa, and words importing the masculine gender include the feminine gender.

### **1.5 Severability**

Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is prohibited by or invalid under Applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless such invalidity materially or adversely affects the spirit or intention of this Agreement.

### **1.6 MATL References - Joint and Several**

All references herein to "MATL" are references to Montana Alberta Tie Ltd. and MATL LLP collectively and jointly and severally. Unless otherwise specified, all covenants and obligations of MATL under this Agreement are covenants and obligations of both of Montana Alberta Tie Ltd. and MATL LLP jointly and severally. Unless otherwise specified, all covenants and rights of NorthWestern in favor of MATL under this Agreement are covenants and obligations in favor of both of Montana Alberta Tie Ltd. and MATL LLP. References herein to the MATL System shall be references to the transmission facilities of Montana Alberta Tie Ltd., or to those of MATL LLP, or to those of both as, in each case, the context will most broadly permit.

## **ARTICLE II TERM AND TERMINATION**

### **2.1 Commencement and Duration**

This Agreement shall be effective on July 15, 2013. NorthWestern shall commence providing the SOCC Services on the In-Service Date. As soon as reasonably practicable, but in no event less than one hundred and twenty (120) days prior to the In-Service Date, MATL shall provide written notification to NorthWestern of the expected In-Service Date. This Agreement shall have an Initial term of ten (10) years from the In-Service Date. At least 18 months prior to the end of the Initial Term, the Parties shall meet to discuss the renewal of this Agreement. If by the expiration of the Initial Term the Parties cannot agree to extend this Agreement for a period greater than two (2) years, and if one or more Parties have not cancelled this Agreement, then this Agreement shall automatically be extended for one two (2) year period following the expiration of the Initial Term. If the Parties agree to extend this Agreement, such additional term or terms shall be as set out in a renewing amendment to this Agreement.

### **2.2 MATL Cancellation of Services**

During the Initial Term or any renewal term or terms MATL may, upon ninety (90) days notice to NorthWestern, cancel any individual SOCC Service set out in **Exhibit A** hereto. In the event MATL cancels any service or services under this Section, MATL's liability to NorthWestern for the service or services provided shall be to and including the cancellation date, and after that date MATL shall have no further liability or obligation to NorthWestern for the cancelled service, to the extent such services are reasonably segregable.

### **2.3 NorthWestern Cancellation of Services**

During the Initial Term or any renewal term or terms NorthWestern may, upon giving at least eighteen (18) months prior notice to MATL, cancel any or all SOCC Services set out in **Exhibit A** hereto. In the event NorthWestern cancels any service under this Section, NorthWestern's liability to MATL for services provided shall be to and including the cancellation date, and after that date NorthWestern shall have no further liability or obligation to MATL for the cancelled service, to the extent such service is reasonably segregable from the other services.

### **2.4 Exhibits Made Part of Agreement**

Exhibit A and B, attached hereto, are hereby made a part of this Agreement and each shall be in force and effect in accordance with its terms until respectively superseded by a subsequent exhibit.

### **2.5 Modification**

No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.

## **ARTICLE III SERVICES**

**3.1** NorthWestern shall provide to, or for the benefit of, MATL the SOCC Services listed in **Exhibit A** to this Agreement. The Joint Operating Committee shall periodically review the SOCC Services listed in **Exhibit A** to this Agreement and determine if a different set of services are necessary or appropriate under this Agreement.

**3.2** This Agreement does not in any way impose, delegate, or assign any responsibilities for compliance with NERC Standards and or WECC Standards and the Parties expressly recognize that the purpose of this Agreement is not to impose, delegate, or assign any NERC and or WECC responsibilities. Specifically, NorthWestern will not perform or be accountable for any Transmission Operator or Path Operator Functions on the MATL System.

**3.3** NorthWestern agrees to use reasonable efforts to assist MATL in collecting compliance evidence for the NERC Standards and WECC Standards, or sub-requirements thereof, specifically identified in Exhibit C. For purposes of this provision, it is understood that any such documentation shall be limited to the standards specifically set forth in Exhibit C and solely related to the functions set forth in Exhibit A. It is further understood that NorthWestern has complete discretion to determine the appropriate form and substance of such documentation and will use reasonable efforts to provide documentation upon request by MATL in writing.

**3.4** The SOCC Services shall be provided consistent with, if and where applicable, Good Utility Practice, Applicable Laws, the NERC Standards, the Operating Procedures, all Regulatory Approvals, the

TIA, the COA, and the WECC Standards. To the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this Agreement for its compliance therewith. Each Party will provide to the other Party details of any material change in any of its obligations to NERC or WECC which relate to, or are applicable to, or impact upon, the SOCC Services Agreement.

**3.5** This Agreement in no way affects NorthWestern's decision-making authority to take whatever actions are needed to ensure the reliability of the NorthWestern System. If required to act on a Directive by the Reliability Coordinator, NorthWestern has the authority to open / close breakers on the MATL System, unless such actions would violate safety, equipment, regulatory or statutory requirements.

## ARTICLE IV PAYMENT AND INVOICING

### 4.1 Cost of SOCC Services

The initial estimated cost of each SOCC Service shall be as set forth in **Exhibit B** to this Agreement. If actual costs exceed those listed in Exhibit B under this SOCC Services Agreement, NorthWestern will bill MATL at the hourly rate(s) as indicated in Exhibit B. The Total Annual Cost listed in Exhibit B is based upon the facts and circumstances as understood by the Parties at the time this Agreement becomes effective. Should the facts and circumstances upon which the Total Annual Cost listed in Exhibit B change, NorthWestern reserves the right to pass through its actual costs, over and above the Total Annual Cost listed in Exhibit B, until such time that this Agreement can be modified, as set forth above.

For routine cost adjustments, NorthWestern may adjust the cost of any or all of the SOCC Services based upon increases in its costs of providing such services (such as wage rate escalation, increased taxes, etc.) and in accordance with the following procedures: (i) routine cost adjustments for one or more individual SOCC Service or Services which amount to less than 10% of the prior year's base level for the same service or services may be made by giving MATL ninety (90) days advance notice thereof; and (ii) cost adjustments for one or more individual SOCC Service or Services which amount to more than 10% of the prior year's base level for the same service or services may be made by giving MATL one hundred and eighty (180) days notice along with a written justification of the basis for such increase. Any disputes as to the propriety of a cost adjustment or adjustments shall be resolved in accordance with Section 4.3, below.

### 4.2 Invoicing and Payment

NorthWestern will invoice MATL on the fourth (4<sup>th</sup>) business day of each month for the SOCC Services provided the prior month. The format and content of each invoice shall be developed and revised, as necessary, by the Joint Operating Committee. The invoice shall be transmitted to the following address:

MATL LLP  
Attention: Accounts Payable  
1100 Louisiana St., Suite 3300  
Houston, TX 77002

Within thirty (30) days of the receipt of an invoice MATL shall approve and pay such invoice in whole or in part. If a portion of an invoice is disputed MATL shall proceed as set out in Section 4.3, below. All payments shall be made in U.S. currency by direct ACH transfer to an account designated for such payment by NorthWestern. Late payments shall bear interest at the rate of 10% per annum.

#### **4.3 Billing Disputes**

In the event MATL disputes any part of an invoice it shall notify NorthWestern of the amount disputed and the basis for the dispute on or before the thirtieth (30<sup>th</sup>) day following the receipt of the invoice. In the case of a dispute MATL shall pay all undisputed portions of the invoice but shall not be required to pay the amount in dispute until the Parties resolve the dispute by agreement or through the process set out in Article VII of this Agreement.

### **ARTICLE V JOINT OPERATING COMMITTEE**

#### **5.1 Establishment and Role of Joint Operating Committee**

Upon executing this Agreement the Parties shall establish a Joint Operating Committee for the purposes of establishing Operating Procedures, reviewing the SOCC Services, and any other matter set forth in this Agreement as being assigned to the Joint Operating Committee for review. The Joint Operating Committee shall consist of one principal representative of each of the Parties. The Parties shall each name one alternate representative who may function as a member of the Joint Operating Committee in the absence of the Party's principal representative. The Parties shall each provide the other with written notice of the names of their principal and alternative representatives prior to the first meeting of the Joint Operating Committee. Any Party may change its principal or alternative representative at any time by written notice to the other Party. Any Party may, at any time, by written notice, designate some person other than its principal or alternative representative to function as its member of the Joint Operating Committee with respect to a specified matter or on a specified occasion in the place of its principal or alternative representative. The Joint Operating Committee shall use its best efforts to commence work on the Operating Procedures within 30 days of the signing of this Agreement and shall use its best efforts to have a useable set of Operating Procedures completed ninety (90) days prior to the Trial Operation date, in order to facilitate any software or hardware modifications, to aid in operator training, and to identify modifications that may be necessary to existing procedures.

#### **5.2 Meetings of Joint Operating Committee**

Any Party may call a meeting for the Joint Operating Committee upon 15 days Notice, and the other Party shall make reasonable efforts to accommodate such requests. The quorum for meetings of the Joint Operating Committee shall be one representative from each Party. All decisions and recommendations of the Joint Operating Committee shall be unanimous decisions or recommendations, based on each Party having one vote notwithstanding the number of representatives at the meeting. No Party is precluded from having more than one representative at any meeting. Each Party shall bear the costs and expenses of its representatives in attending meetings of, or fulfilling the duties relating to, the Joint Operating Committee. Unless otherwise agreed by the Parties, meetings of the Joint Operating Committee shall be held in Butte, Montana at the SOCC building. Notwithstanding the foregoing, the Joint Operating Committee may establish procedures for holding meetings by telephone. Any decision which may properly be made at a meeting of the Joint Operating Committee may be made without a

meeting if the decision is acknowledged in writing by the principal representative of each Party on the Joint Operating Committee.

### **5.3 Limitations of Joint Operating Committee Authority**

No Operating Procedure adopted by the Joint Operating Committee may have the effect of altering or over-riding any of the other provisions of the main body of this Agreement or Applicable Law. Each Operating Procedure shall, when established, form part of this Agreement and each may be varied from time to time as determined by the Joint Operating Committee. The Joint Operating Committee is not authorized to modify, alter or override any of the terms of this Agreement, including without limitation, through any Exhibit. The Joint Operating Committee has no authority to commit any Party to any expenditure that is beyond those expenses associated with the functioning of meetings or those incidental expenses associated with the issuing of documentation related to this Agreement.

## **ARTICLE VI CONFIDENTIALITY**

### **6.1 Confidential Information**

Notwithstanding any provision herein, all information supplied under this Agreement and marked or otherwise designated by the Party disclosing the information (the "Disclosing Party") as confidential, regardless of the form of the information, or the method by which the information is transmitted, will be considered proprietary information (the "Proprietary Information") and the Party receiving the information (the "Recipient") will treat as confidential all Proprietary Information and will not at any time disclose any of the Proprietary Information to any other Person without the prior written consent of the Disclosing Party. The Recipient will keep confidential and protect the Proprietary Information as it would with its own confidential and proprietary information. The Recipient will disclose the Proprietary Information only to those of its directors, members, officers, employees, representatives, consultants and agents (collectively the "Representatives") who have a need to know the information for the purposes of carrying out the Recipient's obligations under this Agreement, or as required by Applicable Law; and are informed of the confidential and proprietary nature of the Proprietary Information. Unless otherwise specified in writing by the Disclosing Party all Proprietary Information will remain the exclusive property of the Disclosing Party, including any and all reproductions of any of the Proprietary Information and will be returned at the request of the Disclosing Party. Proprietary Information will not be used for any reason or purpose other than for the purposes of this Agreement or as required by Applicable Law. Each Recipient will provide notice to the Disclosing Party of any demands to disclose or provide any Proprietary Information made by a Governmental Agency or third party prior to disclosing or furnishing the Proprietary Information so as to afford the Disclosing Party an opportunity to seek injunctive relief or protection from the need to disclose. These confidentiality provisions will continue and survive for a period of three (3) years after the termination or cancellation of this Agreement.

## **ARTICLE VII DISPUTE RESOLUTION**

### **7.1 Disputes**

In the event any dispute, claim, question or difference (the "Dispute") arises with respect to this Agreement or its performance, enforcement, breach, termination or validity, such Dispute shall be resolved in accordance with this Article VII.

### **7.2 Sequence of Escalation and Arbitration**

Any Dispute shall first be submitted for resolution to the Joint Operating Committee. Any Dispute submitted for resolution to the Joint Operating Committee which is not resolved by the Joint Operating Committee within five (5) Business Days following submission of the Dispute to the Joint Operating Committee, or such further period as may be agreed in writing by the voting representatives of the Parties on the Joint Operating Committee, shall be submitted in writing, by any Party, for resolution to a senior officer of each Party for resolution by good faith negotiations. Each Party shall designate in writing at the time of execution of this Agreement the name of the senior officer to act in this regard who, in each case, shall have authority to resolve the dispute in a final and binding way on behalf of the Party such officer represents. Such designation may be changed from time to time but only by notice in writing delivered to the other Party prior to the submission of any Dispute to the officers under this subsection. Failing resolution of the Dispute by such officers within ten (10) Business Days following the first notice of submission of the Dispute to them, or such further period as may be agreed in writing by such officers, any Party may refer the matter, for final and binding resolution to binding arbitration by one (1) arbitrator acting under the commercial arbitration rules of the American Arbitration Association. The Parties stipulate that any award or decision of the arbitrator shall be final and binding and may be enforced as a final judgment in any court having jurisdiction thereof.

### **7.3 Continued Compliance**

While any Dispute, other than a breach that is alleged by a Party to be a material breach of this Agreement, which is being resolved, the Parties will continue to perform all obligations under this Agreement with due diligence and will continue to comply with all terms of this Agreement.

### **7.4 Costs**

Each Party shall be responsible for all costs, including legal, incurred by it in resolving any Dispute.

## **ARTICLE VIII LIABILITY AND INDEMNITY**

### **8.1 Indemnification**

Each Party (in this Article 8.1 the "Indemnifying Party") agrees to indemnify and save harmless the other Party and its directors, members, officers, agents and employees (in the case of each Party, the foregoing are collectively and individually referred to as "Representatives") from and against all damages, losses, liabilities, claims, costs and fines or other monetary sanctions imposed by NERC or any Governmental Agency (individually and collectively "Damages") that are suffered or incurred by such other Party and its Representatives which are in any way connected with this Agreement and which are caused by the Indemnifying Party failing to meet a required NERC Standard, a requirement of a Governmental Agency, or otherwise by the grossly negligent or wrongful acts or omissions of the Indemnifying Party, or a breach of any provision of this Agreement by the Indemnifying Party, or of or by any of its Representatives acting within the scope of their authority or employment, except that such indemnity shall be limited to an amount which is proportional to the percentage of fault of the Indemnifying Party, or its Representatives, as agreed in writing by the Indemnifying Party or adjudicated by any court or arbitrator or arbitration tribunal having legal jurisdiction in respect thereof.

### **8.2 Limitation on Liability**

Except to the extent that a Party is required to indemnify and save harmless the other Party and its Representatives pursuant to Section 8.1, no Party nor any of its Representatives will be liable to the other Party for any damages, costs (including defense costs), or liabilities suffered or incurred by the other Party or its Representatives relating to performance of this Agreement, however and whenever caused, and whether arising in contract, tort or otherwise, and each Party to this Agreement, for itself and as agent for its Representatives, hereby forever releases the other Party and its Representatives from any liability and obligation in respect thereof under this Agreement.

### **8.3 No Liability for Information**

While each Party shall use reasonable efforts to provide accurate information pursuant to the Exhibits and otherwise in relation to this Agreement, any such information will be relied on by the recipient at its sole risk and the providing Party shall have no liability for any inaccuracy in the information provided.

## **ARTICLE IX FORCE MAJEURE**

### **9.1 Relief Due to Force Majeure**

Where by reason of Force Majeure the Non-Performing Party is unable to fulfill an obligation or obligations in accordance with this Agreement the Non-Performing Party shall forthwith (and in any event no later than the end of the Business Day following the date on which the Non-Performing Party first becomes aware that a Force Majeure event has occurred) notify the other Party in writing of the occurrence of the Force Majeure event, providing, in addition to the information required thereunder, identification of the nature of the event, its expected duration, and the particular obligations thereby affected, and furnish to the other Party reports with respect thereto at such intervals as the other Party may reasonably request during the continuance of the Force Majeure event. Subject to Article II, this Agreement shall remain in full force and effect but the Non-Performing Party shall be relieved from fulfilling its obligation or obligations under this Agreement during the continuance of such Force Majeure event, provided that such relief shall be of no greater scope and no longer duration than is dictated by the Force Majeure event. The Non-Performing Party shall not be responsible, or liable, to the other Party for any loss or damage which the other Party may suffer or incur as a result of the non performance by the Non-Performing Party of its obligation or obligations during the continuance of the Force Majeure event. The Non-Performing Party shall employ reasonable efforts to: (i) reduce the consequences of such Force Majeure event; (ii) remedy its inability to perform its obligations; and (iii) resume full performance of its obligations under this Agreement; provided however, that settlement of strikes, lockouts and other labor disruptions involving employees of the Non-Performing Party may be settled by the Non-Performing Party in such manner as it, in its sole discretion, deems appropriate. For so long as the Non-Performing Party is relieved from fulfilling its obligation or obligations under this Agreement during the continuance of a Force Majeure event, the other Party shall be relieved of all of their corresponding obligations owed to the Non-Performing Party under this Agreement. After the occurrence of the Force Majeure event, each Party shall use reasonable efforts to consult with the other as to how best to give effect to their obligations under this Agreement so far as reasonably practical during the period of continuance of the Force Majeure event; and the Non-Performing Party, upon becoming able to resume full or partial performance of its obligations under this Agreement shall immediately commence such operations and shall provide the other Party with written notice to that effect, without unnecessary delay.

## ARTICLE X NOTICES

### 10.1 Method of Service

Except as otherwise stipulated herein, any notice, approval, direction or request required or permitted to be given hereunder shall be in writing and shall be given by personal service, by registered letter, postage fully prepaid, or by e-mail (with receipt confirmation) to the following addresses:

If to MATL:

Senior Manager, Engineering MATL  
3000, 425 – 1<sup>st</sup> Street SW  
Calgary, Alberta T2P 3L8  
robert.stade@enbridge.com

If to NorthWestern:

Director, SOCC Operations and Transmission Services  
NorthWestern Energy  
40 East Broadway  
Butte, MT 59701  
Trans-SVCS@Northwestern.com

Any notice, approval, direction or request: (i) if delivered personally, shall be deemed to be received by and given to the addressee on the day of delivery, if delivery is made prior to 4 p.m. (local time of the Recipient) otherwise the immediately following Business Day; (ii) if delivered by e-mail, shall be deemed to be received by and given to the addressee on receipt of the delivery confirmation from the Recipient that it has been received, if confirmation is received prior to 4 p.m.(local time of the Recipient), otherwise the immediately following Business Day; or (iii) if delivered by registered letter, postage prepaid shall be deemed to have been received by and given to the addressee on the fifth (5th) Business Day following the date of mailing. In the event of an actual or anticipated interruption of the postal service, notice shall only be delivered personally or given by facsimile. Either Party may specify a different address to which delivery may be made hereunder by giving written notice of such NorthWestern address to the other Party in a manner set forth in this Section.

## ARTICLE XI REPRESENTATIONS

### 11.1 MATL's Representations

MATL represents and warrants to and covenants with NorthWestern that it has all necessary power and authority to enter into this Agreement and perform its obligations under it and the execution and delivery of this Agreement has been duly authorized by all necessary corporate and statutory action.

## **11.2 NorthWestern's Representations**

NorthWestern represents and warrants to and covenants with MATL that it has all necessary power and authority to enter into this Agreement and perform its obligations under it and the execution and delivery of this Agreement has been duly authorized by all necessary corporate and statutory action.

## **ARTICLE XII GENERAL PROVISIONS**

### **12.1 Governing Law**

All questions and all disputes arising in respect of the obligations or rights of the Parties under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Montana.

### **12.2 Non-Waiver; Amendment**

No waiver by any Party of any breach of any of the covenants, provisos, conditions, restriction or stipulations contained in this Agreement will take effect or be binding upon that Party unless the same be expressed in writing under the authority of that Party's duly authorized representative, and any waiver so given will extend to the particular breach so waived and will not limit or affect any rights with respect to any other or future breach. Except in respect of Exhibit A and Exhibit B, hereto, each of which may be amended in writing as provided herein, this Agreement may only be amended in writing signed by all Parties.

### **12.3 Assignment**

No Party will assign its rights under this Agreement unless it obtains the prior written consent of the other Parties which consent will not be unreasonably withheld.

### **12.4 Enurement**

The provisions of this Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of each Party.

### **12.5 No Partnership**

Nothing contained in this Agreement will be construed as creating a partnership, joint venture or association of any kind between the Parties.

### **12.6 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the SOCC Services and supersedes and replaces any and all prior agreements or understandings between the Parties relating to the SOCC Services. In the event of a conflict with this agreement and the "Transmission Line Interconnection Agreement" dated December 20, 2007 the Transmission Line Interconnection Agreement controls.

### **12.7 Counterpart Execution**

This Agreement may be executed in two counterparts and each counterpart shall be deemed to be an original and both of which shall be construed together as one agreement.

**12.8 Effective Date**

The Effective Date of this Agreement shall be the date first set forth above.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by affixing their corporate seals attested by the signature of their proper officers duly authorized for that purpose.

**MATL**

By: *Robert Stade*

Name: Robert Stade

Title: Senior Manager, Engineering

Date: *14 May 2013*

**NorthWestern Corporation**

By: *Michael R. Cashell*  
/s/ Michael R. Cashell

Name: Michael R. Cashell

Title: Vice President Transmission

Date: 5/15/13

## Exhibit A - "Task List" to the System Operations Control Center Services Agreement ("Agreement") between MATL and NorthWestern

The purpose of this Exhibit is to delineate the specific tasks that MATL has contracted NorthWestern Energy "NorthWestern" to perform. MATL agrees to be the NERC registered entity for the Montana portion of the MATL System. NorthWestern will perform switching and other functions on the Montana portion of the MATL System within the NorthWestern Energy Balancing Authority Area "BAA" (Great Falls 230 KV Switchyard to United States – Canada Border) in accordance with Operating Procedures per the SOCC Services Agreement and this Exhibit A. All Operating Procedures referenced below shall be mutually agreed upon by the Joint Operating Committee per Section 5.2 of the Agreement.

The NorthWestern tasks performed for MATL are specifically:

1. Disturbances and Outages - If the MATL System relays open within NorthWestern BAA (line tripping, switching), NorthWestern will:
  - 1.1. Determine the extent and cause if appropriate.
  - 1.2. Notify the incident to the Path Operator.
  - 1.3 Work in conjunction with the Path Operator to take appropriate corrective action, if any.
  - 1.4 Call out (MATL contracted) field personnel as needed to patrol and / or repair line or substation facilities.
  - 1.5 Notify the Reliability Coordinator for outages on the MATL line from Great Falls 230 KV Switchyard to United States-Canada Border as defined in written Operating Procedures.
  - 1.6 Complete initial reporting requirements (OE-417 within 1-24 hours).
  
2. Systems Monitored – NorthWestern will monitor the breakers located at Marias, Hay Lake, and Great Falls 230 kV substations
  - 2.1 The breaker numbers monitored are:
    - Hay Lake Substation:**
      - 230-2401
      - 230-2402
      - 230-2405
      - 230-2455
    - Marias Substation:**
      - 230-2305
      - 230-2302
      - 230-2385
    - Marias North Bus:**
      - 230-2366
      - 230-2365
    - Marias South Bus:**
      - 230-2375
      - 230-2376
    - Great Falls 230 kV Substation**
      - 230-102
      - 230-104

- 2.2 NorthWestern will make notifications to the Path Operator, and if applicable to the Reliability Coordinator per written Operating Procedures, for abnormal conditions.
  - 2.3 NorthWestern will coordinate real-time operating information, on behalf of MATL, with AltaLink of Alberta, Canada, as an adjacent Transmission Operator to the MATL System per written Operating Procedures.
  - 2.4 NorthWestern will include the MATL System in the NWMT EMS System for real-time monitoring.
3. Switching on the MATL System
    - 3.1 NorthWestern will perform switching on the Montana portion of the MATL System through SCADA, as requested, at the Marias, Hay Lake, and Great Falls 230 kV substations. The breaker numbers that NorthWestern will switch for are the breakers provided under Section 2.1 of this Exhibit A.
    - 3.2 NorthWestern will maintain switching logs of the MATL System breakers provided under Section 2.1 of this Exhibit A in conjunction with the NorthWestern Energy Switching Logs.
    - 3.3 NorthWestern will make notifications for Transmission events as specified in written Operating Procedures.
    - 3.4 NorthWestern's outage scheduling procedures will be used for scheduling outages on the Montana portion of the MATL System.
    - 3.5 NorthWestern will submit outage data to the WECC, on behalf of MATL, for planned and unplanned outages of MATL transmission facilities specifically Great Falls 230 KV Switchyard to United States-Canada Border and breakers referenced in Section 2.1 of this Exhibit A.
4. Reactive Device Control
    - 4.1 NorthWestern will monitor system voltage at the Great Falls 230 kV yard and insert or remove the reactive devices located in the Marias and Great Falls 230 kV yard per written Operating Procedures, as necessary for switching and / or voltage control.
    - 4.2 NorthWestern will monitor system voltage on the Montana portion of the MATL System and operate the breakers (listed in Section 2.1 of this Exhibit A) for the MATL System series and shunt capacitors in Montana in coordination with the Path Operator.
    - 4.3 NorthWestern will monitor the real and reactive power flows on the MATL System within the NorthWestern Balancing Authority Area on behalf of the MATL Transmission Operator and coordinate any adjustments with adjacent Balancing Authorities and Transmission Operators.
5. Communications
    - 5.1 NorthWestern will manage, alarm, test, and monitor MATL's telecommunication facilities failures that NorthWestern is responsible for and call out appropriate personnel to address issues with MATL communications and / or RTU failures.
6. Sabotage
    - 6.1 Pursuant to NorthWestern's Sabotage Procedure, NorthWestern will report actual or suspected sabotage events on the Montana portion of the MATL System when the events become known to NorthWestern.
7. Control Center
    - 7.1 NorthWestern will maintain a primary control center, back-up control center, and NERC certified operating personnel to perform the tasks listed in this document.

3/5/2013

## Attachment # 2

Estimated Costs to MATL for NWE SOCC Work (2013)					
					12/21/2012
	Estimated	Estimated	Estimated	Estimated	
	One-time Cost	Annual Hours	Annual Hourly Rate	Annual Cost	Remarks
Description of additional Service from NWE SOCC to MATL					
January 1, 2013 to December 31, 2013					
1)		0	\$64.65	\$0	Transmission Tariff-regulated service or unregulated service
2)		0	\$58.75	\$0	24 hour a day support as needed- Call outs billed at EMS rate.
3)		547.5	\$62.34	\$34,131	Journeyman Transmission Operator - Transmission data (including daily MATL SOCC turnover) @ 1.5 hour per day (fixed rate).
4)		1001	\$62.34	\$62,390	Lead Transmission Operator - monitor and coordinate requests, transmission changes, monitor signals to NWE and other control area. Oversee the line dispatch operation for SOCC control of MATL Transmission equipment (10% of each hour) (fixed rate).
5)		730	\$62.34	\$45,508	Journeyman Transmission Operator - Interface to MATL owned transmission equipment. Perform call-out functions for major, minor and operational alarms. Monitor and perform call-out function for SOCC controlled and monitored MATL owned transmission equipment @ 2 hours per day (fixed rate).
6)		52	\$58.75	\$3,055	EMS Support of Operations - Billed at EMS rate
7)		52	\$58.75	\$3,055	WECC reporting - Transmission Operations support (fixed rate)
8)		52	\$64.65	\$3,362	WECC reporting - Transmission Operator (fixed rate)
9)		52	\$55.53	\$2,888	Compliance Support - Billed at Compliance rate
10)		0	\$55.53	\$0	Compliance support as needed (incremental) - billed at Compliance rate
11)		0	\$58.75	\$0	Communications Support - Billed at Communications rate
Total Estimated Cost for Year of Operation				\$154,389	

## Exhibit C: NERC Reliability Standards

Below is a list of the agreed-upon NERC Standards where NorthWestern Corporation has agreed to assist MATL LLP in collecting compliance evidence as set forth in the System Operations Control Center Services Agreement. This list may be amended or updated by the parties from time to time to reflect current NERC standards.

- COM-001.-1.1 R2, R3, R4, R5 (NorthWestern will only perform this for the equipment it is responsible for, not all MATL communications.)
- COM-002-2 – R1
- EOP-001-0b – R4.4
- EOP-004-1, R2
- EOP-005-1, R5, R6 and R11
- EOP-008-0 – R1
- PRC-001-1 – R2.2
- PER-001-0.2 – R1
- PER-003-1 – R2
- PER-005-1 – R3, R2, and R3
- TOP-001-1a – R1, R2, R3, R5, R6, R7 and R8
- TOP-004-2 – R1, R2, R3, R4 and R5
- TOP-006-2 – R1, R2, R4, R5, R6 and R7
- TOP-007-0 – R1, R2 and R3
- TOP-008-1 – R1, R2 and R3
- VAR-001-2 – R6, R7, R10 and R12

## Attachment F

### MATL LLP

#### Schedule 10 Cost Recovery for filing in Docket No. ER13-1370

(forecast, all amounts in US \$)

<b>Cost components</b>	<b>Notes</b>	<b>2013</b>
	<b>(1)</b>	<i>(partial year)</i>
(C1) SOCC (NorthWestern Energy)		51,463
(C2) SOCC (AltaLink) (Cdn \$ contract)	<b>(2)</b>	66,709
(C3) OASIS Service (OATI) and Electronic Transaction Services (TranServ)		135,044
<b>Forecast Schedule 10 Costs</b>		<u>253,216</u>
(C4) Sch 10 cost component adjustments, net of recoveries from new LT and ST TSRs		-
<b>Net Forecast Schedule 10 Costs</b>		<u><u>253,216</u></u>

#### Adjustments

Price changes on Sch 10 costs components		-
Amounts recovered during the year from new TSRs (LT and ST)		-
		<u>-</u>

#### Rate structure (\$/kW):

(Based on LT TSRs as per Sch 10 Section III)

	<b>(3)</b>	<u>09/01/2013 - 03/31/2014</u>
Annual		\$ 2.5322
Monthly - 12 months		\$ 0.2110
Weekly - 52 weeks		\$ 0.0487
Daily - 365 days		\$ 0.0069
Hourly - 8,760 hours		\$ 0.0003

#### NOTES:

(1) In-service date has been assumed to be September 1, 2013; 2013 Schedule 10 cost recovery amounts have been pro-rated for partial year (4 months).

(2) Contract denominated in Cdn dollars has been converted to USD using Bank of Canada average USD (noon) rate for 2012; in subsequent years, the conversion rate will be the previous year's Bank of Canada average rate.

(3) Rate structure for 2013 reflects partial year of expense; correspondingly, the denominator to the calculation is pro-rated.

## 18. Procedures for Arranging Non-Firm Point-To-Point Transmission Service

### 18.1 Application

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS.

### 18.2 Completed Application

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The Point(s) of Receipt and the Point(s) of Delivery;
- (iv) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and
- (v) The proposed dates and hours for initiating and terminating transmission service hereunder.

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

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

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

### 18.3 Reservation of Non-Firm Point-To-Point Transmission Service

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than ~~noon the day before service is to commence~~~~after prescheduled checkout, as defined by generally accepted regional practice and the applicable balancing authority~~. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.

### 18.4 Determination of Available Transfer Capability

Following receipt of a tendered schedule the Transmission

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

## **18. Procedures for Arranging Non-Firm Point-To-Point Transmission Service**

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FERC rendition of the electronically filed tariff records in Docket No. ER13-01370-001

Filing Data:

CID: C000240

Filing Title: Compliance Filing

Company Filing Identifier: 1732

Type of Filing Code: 70

Associated Filing Identifier: 1728

Tariff Title: Original Volume No. 0

Tariff ID: 28

Payment Confirmation:

Suspension Motion: Y

Tariff Record Data:

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

Section II, 18 Procedures for Arranging Non-Firm Point-To-Point, 1.1.0, A

Record Narrative Name:

Tariff Record ID: 3095

Tariff Record Collation Value: 21000 Tariff Record Parent Identifier: 3089

Proposed Date: 2013-07-01

Priority Order: 600

Record Change Type: CHANGE

Record Content Type: 1

Associated Filing Identifier: 1728

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Document Content(s)

ER13-1370-001 Transmittal.PDF.....	1-7
ATTACHMENT H.PDF.....	8-14
SA 683 - MATL SOCC Services Agreement.PDF.....	15-31
PUBLIC 2013 Cost Recovery FERC.PDF.....	32-32
MATL Tariff Redline.PDF.....	33-34
MATL Tariff Clean.PDF.....	35-36
FERC GENERATED TARIFF FILING.RTF.....	37-38