**Revision History**

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| **Version** | **Date** | **Comment** | **Author** |
| 0.1 | 12/23/2011 | Extract from PacifiCorp’s Attachment K | S. Helms |
| 0.2 | 12/29/2011 | Comments from 12/29/2011 Call | Dave Angell |
| 0.3 | 1/5/2012 | Revisions from the 1/5/2012 Call | Dave Angell |
| 1.0 | 2/13/2012 | Revisions from the 2/9/2012 Call | Dave Angell |
| 1.1 | 3/1/2012 | Revisions from the 2/29/2012 Joint Workgroup Meeting | Dave Angell |
| 2.0 | 3/22/2012 | All revisions accepted for 3/28/2012 Stakeholder Meeting | Dave Angell |
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**3. Regional Planning Process**

3.1. Transmission Provider is a member of NTTG, and uses the NTTG process for regional transmission planning and interregional planning coordination with adjacent regional groups and other planning entities and proposals to WECC TEPPC for regional planning. Participants in NTTG have committed to working with one another and with affected stakeholders and state officials to efficiently and more cost effectively use the transmission grid and to develop a regional transmission plan that considers transmission alternatives, including non-transmission, needed to reliably and safely deliver new renewable and thermal power resources to consumers from incumbent and non-incumbent developers.

Transmission Provider, as a member of NTTG, has committed to support the regional planning process through funding NTTG and providing employee support of NTTG planning and administration efforts. Stakeholders may participate in NTTG’s activities and programs at their discretion; provided, however, stakeholders that intend to submit an Economic Congestion Study Request or engage in dispute resolution as set out in this Section 3 are expected to participate in the NTTG planning process through the NTTG planning committee. Eligible Customers and stakeholders may participate directly in the NTTG processes or participate indirectly through the Transmission Provider via development of the Local(?) Transmission System Plan. For additional information, including a map containing the current geographic footprint of NTTG, please see [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice].

3.2. Transmission Provider Coordination with NTTG. The Transmission Provider will participate in the NTTG regional planning process as described in the Transmission Provider’s transmission planning business practice, available at: [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice].

In accordance with this process, the Transmission Provider and NTTG will conform to the following obligations:

3.2.1. Transmission Provider will collect customer data, including public policy data, and consolidate load service and other transmission service requests through the local planning process described in Section 2 above.

3.2.2. Transmission Provider will provide NTTG with its Local Transmission System Plan incorporating all of the transmission service forecasts for its Transmission System, public policy data and public policy projects.

3.2.3. Subject to appropriate Critical Energy Infrastructure Information restrictions, Transmission Provider will post links to the planning criteria and assumptions adopted by NTTG, and all NTTG study results on Transmission Provider’s OASIS at [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice].

3.2.4. NTTG will conduct its regional planning process using identified regional transmission service needs, transmission and non-transmission alternatives to define benefits and projected costs that meet the regional transmission needs more cost effectively and efficiently than the combined Local Transmission System Plans developed by the NTTG Transmission Providers.

3.2.5 NTTG will select beneficial expansion regional projects and address cost allocation among participating Transmission Providers. Refer to the NTTG planning practice for the selection process and criteria, link available on the Transmission Provider’s OASIS at [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice].

3.3. Study Process. Transmission Provider will support the NTTG processes as a member of NTTG to establish a coordinated regional study process, involving both economic and reliability components, as outlined in the NTTG planning committee charter, which is approved by the NTTG Steering Committee. The current NTTG planning committee charter can be accessed via direct links in Transmission Provider’s transmission planning business practice available at [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice]. As part of the regional study process, the planning committee will biennially prepare a long-term (10 year) bulk transmission expansion plan (the Regional Transmission Plan). The comprehensive transmission planning process will be comprised of the following milestone activities during an eight (8) quarter study cycle as outlined below:

3.3.1. Quarter 1[Gather requirements]: Gather and coordinate Transmission Provider and stakeholder input applicable to the planning horizon. Any stakeholder may submit data to be evaluated as part of the preparation of the Regional Transmission Plan**,** including public policy projects and alternate solutions to meet the identified needs set out in the Transmission Provider’s local transmission plans, prior NTTG biennial Regional Transmission Plan and, as appropriate, results from prior economic study requests**.** In doing so, the stakeholder shall submit the data as specified in the NTTG Planning Practice and accessed through the Transmission Provider’s transmission planning business practice available at: [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice].

The NTTG planning committee will collect, prioritize and select Economic Study Requests for consideration and determination of possible congestion and modification to the draft Regional Transmission Plan.

3.3.2. Quarter 2 [Evaluate the requirements and develop study plan]: Identify the loads, resources, transmission requests, desired flows, constraints, and other technical data needed to be included and monitored during the development of the Regional Transmission Plan. All stakeholder submissions will be evaluated, in consultation with stakeholders as described in the NTTG Planning Practice, on a basis comparable to data and submissions required for planning the transmission system for both retail and wholesale customers, and solutions will be evaluated based on a comparison of their ability to meet reliability requirements, address economic considerations, and/or meet transmission needs driven by public policy. The Planning Committee will develop the Study Plan which describes the methodology, criteria, assumptions, databases, and analysis tools for posting, on the NTTG website available from a link within the [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice], and presentation for comment and direction by stakeholders and planning committee members at a Quarter 2 publically held Planning Committee meeting. Additionally, during a Quarter 2 Planning Committee meeting, the public policy data received in quarter 1 will be reviewed and winnowed using criteria documented in the NTTG Planning Practice. The Study Plan will be recommended for approval by NTTG Steering Committee, as set forth in the Planning Committee Charter.

Additionally, conduct up to two (2) production cost simulation studies per biennial study cycle. Document results and identify benefits in the cost allocation process.

3.3.3. Quarters 3 and 4 [Transmission System Analysis]: Conduct modeling, using the methods documented in the Study Plan, of system loads, resources, and improvements to evaluate preliminary feasibility, reliability and efficiency of the system and any proposed alternatives. Projects selected in the draft Regional Transmission Plan will be selected pursuant to the process identified in the study plan and NTTG Planning Practice. **The draft Regional Transmission Plan** will be developed for public and stakeholder comment, including assessment of the benefits accruing from transmission facilities planned in support of Cost Allocation according to the transmission planning process.

Report on the Economic Study requests.

3.3.4. Quarter 5[Stakeholder review of draft plan]: Facilitate stakeholder review and comment on the draft Regional Transmission Plan, including assessment of the benefits accruing from transmission facilities planned according to the transmission planning process. Any stakeholder may submit comments, additional information about new or changed circumstances relating to loads, resources, transmission projects or alternative solutions to be evaluated as part of the preparation of the Regional Transmission Plan, or submit identified changes to data it provided in Quarter 1. The information provided by the stakeholder should be likely to lead to a material change in the plan and match the level of detail described in Quarter 1 above. All stakeholder submissions will be evaluated, in consultation with stakeholders, on a basis comparable to data and on a basis comparable to data and submissions required for planning the transmission system for both retail and wholesale customers, and solutions will be evaluated based on a comparison of their relative economics and ability to meet reliability requirements, address economic considerations, and meet transmission needs driven by public policy.

The NTTG planning committee will collect, prioritize and select Economic Study Requests for consideration and determination of possible congestion and modification to the draft Regional Transmission Plan.

3.3.5. Quarter 6: Conduct up to two (2) production cost simulation studies per biennial study cycle. Document results and identify benefits in the cost allocation process.

3.3.6. Quarter 7: Facilitate stakeholder process for review and comment on the Regional Transmission Plan, including assessment of the benefits accruing from transmission facilities planned according to the transmission planning process. Document and consider simultaneous feasibility of identified projects, cost allocation recommendations, and stakeholder comments.

Report on the Economic Study requests.

3.3.7. Quarter 8: Submit final Regional Transmission Plan to the Steering Committee for approval, completing the biennial process. Share the final Regional Transmission Plan for consideration in the local and regional study processes.

Transmission Provider shall post the dates of the current NTTG planning cycle on its OASIS, along with notices for each upcoming regional Planning Meeting which is open to all parties. Results of regional and regional planning efforts will be considered in future Transmission System Planning cycles.

3.4. Stakeholder Participation

Public Meetings. The NTTG planning committee shall convene a public meeting at the end of each quarter in the study cycle to present a status report on development of the Regional Transmission Plan, summarize the substantive results at each quarter, present drafts of documents, and receive comments. The meetings shall be open to all stakeholders, including but not limited to Eligible Customers, other transmission providers, federal, state and local commissions and agencies, trade associations, and consumer advocates. The date and time of the public meeting shall be posted on NTTG website also available at [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice]. The location of the public meeting shall be as selected by the NTTG, or may be held telephonically or by video or internet conference.

3.4.1. The NTTG planning committee charter shall define the planning committee’s purpose, authority, operating structure, voting requirements, budget, and planning cycle. Any stakeholder may participate in NTTG planning committee meetings without signing the NTTG Planning Agreement. In addition, pursuant to the NTTG planning committee charter, voting membership in the NTTG’s planning committee is open to membership by transmission providers and transmission developers engaged in or intending to engage in the sale of electric transmission service within the NTTG footprint, transmission users engaged in the purchase of electric transmission service within the NTTG footprint, or other entities which have, or have the intention of entering into, an interconnection agreement with a transmission provider within the NTTG footprint, and regulators and other state agencies within the NTTG footprint that are interested in transmission development.

To become a voting member of the planning committee, an entity in one of the specified classes (other than a state regulatory commission) must execute the NTTG planning agreement (attached as Exhibit A), consistent with its terms, and return the executed agreement to the Transmission Provider. Upon receipt of the signed agreement, the Transmission Provider shall notify the chair of the planning committee. The chair of the NTTG planning committee shall cause NTTG to maintain a list of all entities that execute the Planning Agreement on its website at[[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf" \o "http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice]

. Each signatory to the NTTG Funding Agreement is a third-party beneficiary of the Planning Agreement. NTTG has developed rules governing access to, and disclosure of, regional planning data by members. Members of NTTG are required to execute standard non-disclosure agreements before regional transmission planning data are released.

3.4.2. Any stakeholders may comment on NTTG study criteria, assumptions, or results at their discretion either through direct participation in NTTG or by submitting comments to Transmission Provider to be evaluated and consolidated with Transmission Provider’s comments on the Regional Transmission Plan, criteria, and assumptions. The biennial planning process identifies when stakeholders have the opportunity to provide input into the elements of the Regional Transmission Plan.

3.5. Economic Congestion Studies

3.5.1. Transmission Provider, as a member of NTTG, will participate in the NTTG processes to prioritize, categorize, and complete up to two (2) regional Economic Congestion Studies per NTTG planning cycle, as outlined in NTTG’s standardized process for congestion studies. The regional Economic Congestion Studies will address those requests submitted by Eligible Customers and stakeholders to member Transmission Providers that are categorized as regional or interregional Economic Congestion Study Requests pursuant to Section 2.7. NTTG may submit requests for interregional Economic Congestion Studies to the WECC pursuant to NTTG and WECC processes.

3.5.2. Within each planning cycle any Eligible Customer or stakeholder may request additional Economic Congestion Studies, or Economic Congestion Studies that were not prioritized for completion by NTTG, to be paid for at the sole expense of the requesting party. Such requests shall be made by the Eligible Customer or stakeholder to the Transmission Provider pursuant to Section 2.7 of this Attachment K. Transmission Provider will tender a study agreement that addresses, at a minimum, cost recovery for the Transmission Provider and schedule for completion.

3.5.3. NTTG will cluster and study together Economic Congestion Studies if all of the Point(s) of Receipt and Point(s) of Delivery match one another or, in the alternative, it is reasonably determined by NTTG that the Economic Congestion Study Requests are geographically and electrically similar, and can be feasibly and meaningfully studied as a group.

3.5.4. For an Economic Congestion Study Request to be considered by NTTG, Eligible Customers and stakeholders must submit all Economic Congestion Study Requests to the Transmission Provider pursuant to Section 2.7 of this Attachment K or directly to another transmission provider that is a party to the NTTG Funding Agreement.

3.5.5. All Economic Congestion Study Requests received by the Transmission Provider will be categorized pursuant to Section 2.7 of this Attachment K. For an Economic Congestion Study Request to be considered by NTTG, the Eligible Customer or stakeholder making such request shall be a member of the NTTG planning committee.

3.6. Dispute Resolution.

3.6.1. Transmission Provider, signatories to the Planning Agreement, and Eligible Customers and stakeholders that participate in the regional planning process shall utilize the dispute resolution process set forth in this Section 3.6 to resolve disputes related: to the integration of Transmission Provider’s Transmission System Plan with the Regional Transmission Plan and associated cost allocation; to enforce compliance with the NTTG regional study process; and to challenge a decision within a milestone document.

3.6.2. Disputes shall be resolved according to the following process:

Step 1 – In the event of a dispute, the disputing entity shall provide written notice of the dispute to the planning committee chair. An executive representative from the disputing entity shall participate in good faith negotiations with the planning committee to resolve the dispute. In the event the dispute is not resolved to the satisfaction of the disputing entity within 30 days of written notice of dispute to the planning committee chair, or such other period as may be mutually agreed upon, the disputing entity shall proceed to Step 2.

Step 2 – The planning committee chair shall refer the dispute to the steering committee. An executive representative from the disputing entity shall participate in good faith negotiations with the steering committee to resolve the dispute. Upon declaration of an impasse by the state co-chair of the steering committee, the disputing entity shall proceed to Step 3.

Step 3 – If the dispute is one that is within the scope of the WECC dispute resolution procedures (including a dispute that may be accommodated through modification of the WECC dispute resolution procedures through invocation of Section C.4 thereof), the disputing entity shall follow the mediation process defined in Appendix C of the WECC bylaws. If the dispute is *not* one that is within the scope of the WECC dispute resolution procedures or the WECC otherwise refuses to accept mediation of the dispute, the disputing entity may utilize the Commission’s dispute resolution service to facilitate mediation of the dispute. If the dispute cannot be resolved in Step 3, the disputing entity shall proceed to Step 4.

Step 4 – If the dispute is one that is within the scope of the WECC dispute resolution procedures (including a dispute that may be accommodated through modification of the WECC dispute resolution procedures through invocation of Section C.4 thereof), the disputing entity shall follow the binding arbitration process defined in Appendix C of the WECC bylaws. If the dispute is not one that is within the scope of the WECC dispute resolution procedures or the WECC otherwise refuses to accept arbitration of the dispute, the disputing entity may invoke the arbitration procedures set out in Article 12 of *pro forma* Open Access Transmission Tariff to resolve the dispute.

3.6.3 To facilitate the completion of the Regional Transmission Plan, disputes over any matter shall be raised timely; provided, however, in no case shall a dispute under this Section 3.6 be raised more than 30 days after a decision is made by the NTTG planning committee in the study process or the posting of a milestone document, whichever is earlier. Nothing contained in this Section 3.6 shall restrict the rights of any entity to file a complaint with the Commission under relevant provisions of the Federal Power Act.

3.7. Cost Allocation. The following approach will be utilized to allocate costs for those projects included in the NTTG Regional Transmission Plan, based on the following principles:

3.7.1. Open Season Solicitation of Interest. For any project identified in an NTTG planning study (for reliability and/or economic projects) in which Transmission Provider is a project sponsor, Transmission Provider may elect to provide an “open season” solicitation of interest to secure additional project participants. Upon a determination to hold an open season solicitation of interest for a project, Transmission Provider will:

3.7.1.1. Announce and solicit interest in the project through informational meetings, its website and/or other means of dissemination as appropriate.

3.7.1.2. Schedule meetings with stakeholders and/or state public utility commission staff.

3.7.1.3. Post information about the proposed project on its OASIS.

3.7.1.4. Guide negotiations and assist interested parties to determine cost responsibility for initial studies; guide the project through the applicable line siting processes; develop final project specifications and costs; obtain commitments from participants for final project cost shares; and secure execution of construction and operating agreements.

3.7.2. Projects without a Solicitation of Interest. Transmission Provider may elect to proceed with upgrades to the existing transmission system, or with load service, customer requested, and/or reliability transmission projects without an open season solicitation of interest, in which case Transmission Provider will proceed with the project pursuant to its rights and obligations as a Transmission Provider.

3.7.3. Coordination with NTTG. Transmission Provider, whether as a project sponsor or a project participant, will support NTTG by preparing and submitting recommendations for cost allocation associated with the NTTG Regional Transmission Plan projects to the NTTG Cost Allocation Committee and process, and ultimately the NTTG Steering Committee for approval. This Steering Committee approval will represent a non-binding regional consensus of cost-allocation. In addition, Transmission Provider will coordinate as necessary with any other participant or sponsor, as the case may be, to integrate into its local transmission plan any planned project on or interconnected with its own system.

3.7.4. Allocation of Costs.

3.7.4.1. Proportional Allocation. For any project entered into by Transmission Provider where an open season solicitation of interest process has been used, the Transmission Provider will choose to allocate costs among project participants in proportion to investment or based on a commitment to transmission rights, unless the parties agree to an alternative mechanism for allocating project costs. The cost allocation is subject to review by the NTTG Cost Allocation Committee and Steering Committee. The review process conducted by the NTTG Cost Allocation Committee and the Steering Committee is described in detail in the NTTG Cost Allocation Committee Charter and the NTTG Steering Committee Charter, both of which can be accessed via links contained in Transmission Provider’s transmission planning business practice available at [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice].

3.7.4.2. Negotiated Allocation. For any project entered into by Transmission Provider where an open season solicitation of interest process has not been used, project costs and associated transmission rights will be allocated as agreed to among prospective project participants and consistent with NTTG’s Cost Allocation Principles, the link to which can be found in Transmission Provider’s transmission planning business practice and also in NTTG’s Cost Allocation Committee Charter on NTTG’s website. The cost allocation is subject to review by the NTTG Cost Allocation Committee and Steering Committee. The resulting participation agreement is subject to acceptance by the Commission. The review process conducted by the NTTG Cost Allocation Committee and the Steering Committee is described in detail in the NTTG Cost Allocation Committee Charter and the NTTG Steering Committee Charter, both of which can be found via direct links in Transmission Provider’s transmission planning business practice available at [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice].

3.7.4.3. Economic Benefits or Congestion Relief. For a project that is undertaken for economic reasons or congestion relief, the project costs will be allocated to the party or parties requesting the project.

3.7.4.4. Exclusions. The cost for projects undertaken in connection with requests for interconnection or transmission service under Sections II, III, IV or V of the Tariff will be governed solely by the applicable cost allocation methods associated with those requests under the Tariff.

**4. Interconnection Wide Planning Process**

4.1. Transmission Provider is a member of WECC and supports the work of WECC TEPPC. NTTG may utilize WECC TEPPC for consolidation and completion of congestion and Economic Congestion Studies, base cases, and other interconnection wide planning. NTTG may coordinate with other neighboring regional planning groups directly, through joint study teams, or through the interconnection wide process. Eligible Customers and stakeholders may participate directly in the WECC processes, pursuant to participation requirements defined by WECC TEPPC, or participate indirectly through the Transmission Provider via development of

the Transmission System Plan or through the NTTG process as outlined above in Section 3.

4.2. Transmission Provider Coordination. Transmission Provider will coordinate with WECC TEPPC for interconnection wide planning through its participation in NTTG. Transmission Provider will also use NTTG to coordinate with neighboring regional planning groups including the CAISO, WestConnect, NWPP and Columbia Grid. The goal of NTTG’s coordination on a interconnection wide basis on behalf of Transmission Provider is to (1) share system plans to ensure that they are simultaneously feasible and otherwise use consistent assumptions and data, and (2) identify system enhancements that could relieve congestion or integrate new resources. A description of the interconnection wide planning process is located in the Transmission Provider’s transmission planning business practice, available at: [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice].

4.3. Study Process. WECC TEPPC’s transmission planning protocol and information is available [on](http://on) the WECC website. A link to the WECC TEPPC process is maintained in the transmission planning business practice, available at [[participant’s](http://www.oasis.pacificorp.com/oasis/ppw/PlanningPracticesDocument.pdf) Planning Business Practice]

and on the Transmission Provider’s OASIS.

4.4. Stakeholder Participation. Stakeholders have access to the regional planning process through NTTG’s public Planning Meetings, other regional planning groups, and WECC at their discretion.

4.5. Economic Congestion Studies. Transmission Provider will support, directly and through its participation in NTTG, the WECC TEPPC processes to prioritize and complete regional economic congestion studies requested by customers and stakeholders to each member transmission provider in each calendar year within the Western Electricity Coordinating Council’s footprint as outlined in the standardized mechanism. Eligible Customers and stakeholders must submit all Economic Congestion Study Requests to the Transmission Provider pursuant to Section 2.7 of this Attachment K or directly to another party to the NTTG Funding Agreement. All Economic Congestion Study Requests received by the Transmission Provider will be categorized pursuant to Section 2.7 of this Attachment K.

4.6. Dispute Resolution. Interconnection wide dispute resolution will be pursuant to the process developed by WECC. Nothing contained in this Section 4.6 shall restrict the rights of any party to file a complaint with the Commission under relevant provisions of the Federal Power Act.

4.7. Cost Allocation. A Western interconnection wide cost allocation methodology does not exist, therefore cost allocations for interconnection wide transmission projects, will be addressed on a case by case basis by parties participating in the project.



**Exhibit A**

**Planning Agreement**

This Planning Agreement (“Agreement”) between the Transmission Provider and the undersigned is entered into by signing below.

**Recitals**

A. The Northern Tier Transmission Group’s Transmission Planning Committee is charged with the task of producing a sub- interconnection wide transmission plan for the Northern Tier footprint1, and coordinating the transmission plan and its development with other regional planning groups and the Interconnection wide planning activities of the Western Electricity Coordinating Council (“WECC”);

B. The Transmission Planning Committee (the “Planning Committee”) operates according to the terms and conditions set forth in the Planning Committee Charter which may be amended from time-to-time by the Northern Tier Steering Committee (the “Steering Committee”) and which is posted on the Northern Tier website, [www.nttg.biz](http://www.nttg.biz);

C. The Planning Committee Charter provides that any stakeholder may attend and participate in any Planning Committee meeting but limits those entities that may formally vote to those entities that execute this Agreement;

D. This Agreement is intended to document an entity’s voting membership on the Planning Committee and commit the voting entity to act in a good faith manner to further the purpose of the Planning Committee, as described herein;

E. A list of all members of the Planning Committee is maintained on the Northern Tier website; and

F. The Planning Committee is funded by the signatories to the Northern Tier Funding Agreement, as it may be amended from time-to-time, and which has been filed with the Commission and posted on the website of the Northern Tier Transmission Group (“Funding Members”).

NOW THEREFORE, in consideration of the mutual benefits and other good and valuable consideration the sufficiency of which are hereby recognized, the undersigned hereby agrees as follows:

**Section 1 –Duration and Termination**.

1.1 This Agreement is effective upon execution and shall continue in effect until terminated and the termination is made effective by the Federal Energy Regulatory Commission (the “Commission”); provided, however, the undersigned may independently terminate its participation in this Agreement after giving the Transmission Provider five (5) business days advance notice in writing or through electronic transmission.

**Section 2 – Obligations of the Undersigned**

2.1 By executing the signature page set forth below, the undersigned, asserts that it is eligible for membership in the requested membership class, and agrees that, if requested by the Transmission Provider or the Chair of the Planning Committee, it will provide documentation demonstrating eligibility, and further agrees to:

1. Act in a good faith manner to further the purpose of the Planning Committee Charter according to the terms and conditions of the Planning Committee and Steering Committee Charters, as each may be amended from time-to-time by the Steering Committee,
2. Be bound by the decisions of the Steering Committee and the Planning Committee, and/or resolve disputes according to the process set forth in section 3.6 of Attachment K;
3. The extent practicable, provide support from internal resources to achieve the purpose of the Planning Committee Charter
4. Bear its own costs and expenses associated with participation in and support of the Planning Committee;
5. Be responsible for the costs of meeting facilities and administration, including third-party contract resources, associated with such meetings, if undersigned requests, in writing to the Planning Committee Chair, that Northern Tier hold a planning committee meeting outside the normal cycle as described in the Planning Committee Charter; and
6. Execute non-disclosure agreements, as necessary, before receipt of transmission planning data.

**Section 3 - Miscellaneous**

3.1 Limit of Liability. Neither the Transmission Provider nor the undersigned shall be liable for any direct, incidental, consequential, punitive, special, exemplary, or indirect damages associated with a breach of this Agreement. The Transmission Provider and the undersigned’s sole remedy for any breach of this Agreement is to enforce prospective compliance with this Agreement’s terms and conditions.

3.2 No Joint Action. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership, or to impose any partnership obligations or liability.

3.3 Ownership of Products. The undersigned agrees not to assert an ownership interest in products created by the efforts of the Planning Committee.

3.4 Amendments. The Transmission Provider retains the right to make a unilateral filing with the Commission to modify this Agreement under section 205 or any other applicable provision of the Federal Power Act and the Commission’s rules and regulations.

3.5 Waiver. A waiver by the Transmission Provider or the undersigned of any default or breach of any covenants, terms or conditions of this Agreement shall not limit the party’s right to enforce such covenants, terms or conditions or to pursue its rights in the event of any subsequent default or breach.

3.6 Severability. If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall continue to be effective.

3.7 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

3.8 Third Party Beneficiaries. All signatories of the NTTG Funding Agreement are third party beneficiaries of this Agreement.

3.9 Execution. The undersigned may deliver an executed signature page to the Transmission Provider by facsimile transmission.

3.10 Integration. This Agreement constitutes the entire agreement of the Transmission Provider and the undersigned. Covenants or representations not contained or incorporated herein shall not be binding upon the Parties.

IN WITNESS WHEREOF, the undersigned executes this Agreement on the date set forth below.

Requested Membership Class \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_

(Print)

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Print Signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Street Address) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Fax) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Title) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (City, State, Zip Code) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Email) |

1 The Northern Tier Transmission Group’s footprint is defined by the service territories of those entities that have executed the Northern Tier Funding Agreement, as may be amended from time to time.